

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

---

Board of Directors Meeting  
Thursday, April 20, 2023, 9:00 am – 10:00 am

In Person: 922 Machin Avenue, Novato  
Womack Conference Room, 2<sup>nd</sup> Floor

**AGENDA**

**Call to Order**

1. Open Time for Public Comment (Information Only) 5 Minutes.

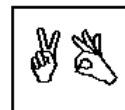
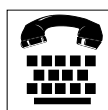
**Consent Calendar 2 Minutes**

2. Approve JPA Board Meeting Minutes from March 16, 2023 (Action).

**Regular Agenda**

3. Executive Director updates (Information Only) 10 Minutes.
4. Update on engagement with PlaceWorks (Action) 5 Minutes.
5. Household Hazardous Waste (HHW) update (Action) 5 Minutes.
6. Approval of final SB 1383 Letter of Agreement (LOA) (Action Item) 15 Minutes.
7. JPA Agreement Amendment update (Information Only) 15 Minutes.
8. Schedule and verify May and June meeting dates (Action Item) 5 Minutes.
9. Adjournment

*F:\Waste\JPA\JPA Meetings\JPA 3.16.23\Agenda March 2023.docx 4/15/2023 4:43 PM*



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) 473-6530 for more information

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: April 20, 2023

Corte Madera

To: JPA Board of Directors

County of Marin

From: Kimberly Scheibly, Executive Director

Fairfax

Re: Open Time for Public Comment

Larkspur

The public is welcome to address the Board of Directors on matters not on the agenda 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 the posting of the agenda.

Mill Valley

Novato

## **Recommendation**

Ross

Receive public comment. Information Only.

San Anselmo

San Rafael

Sausalito

Tiburon

*F:\Waste\JPA\JPA Meetings\JPA 4/15/2023 3:09 PM*

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

Board of Directors Meeting  
Thursday, March 16, 2023  
9:00 A.M.

In-Person: 922 Machin Avenue, Womack Conference Room, 2nd Floor, Novato

**MEMBERS PRESENT**

Adam McGill, Novato  
Adam Wolff, Corte Madera  
Christa Johnson, Ross  
Christine Alilovich, San Rafael (Alt.)  
Dan Schwarz, Larkspur  
David Donery, San Anselmo  
Heather Abrams, Fairfax  
Todd Cusimano, Mill Valley

**MEMBERS ABSENT**

Chris Zapata, Sausalito  
Dan Eilerman, County of Marin (Alt.)  
Greg Chanis, Tiburon  
Jim Schutz, San Rafael  
Matthew Hymel, County of Marin  
Robert Zadnik, Belvedere

**STAFF PRESENT**

Amy Kolnes  
Andrew Shelton  
Casey Poldino  
Kimberly Scheibly

**OTHER MEMBERS PRESENT**

Alex Soulard, R3 Consulting, Inc  
Cory Bytof, City of San Rafael  
Dale McDonald, Las Gallinas Valley  
Sanitary District  
Garrett Toy, Tamalpais Community  
Services District  
Garth Schultz, R3 Consulting, Inc  
Justin Wilcock, Marin Sanitary Service  
Kathy Wall, MRRRA

1. Open Time for Public Comment

No public comments were tendered.

**Consent Calendar**

2. JPA Board Meeting Minutes from February 16, 2023

Todd Cusimano, Chair, called for a motion to approve the JPA Board Meeting Minutes from February 16, 2023. Motion by David Donery. Second by Adam Wolff. Vote: Unanimous.

3. Receive and file Annual Household Hazardous Waste (HHW) report

Cusimano called for public comments on the Consent Calendar and asked if any present would like to pull an item off the Consent Calendar for discussion. No comments or questions from the public or those present were tendered.

Cusimano called for a motion to approve the Consent Calendar.

Motion by Adam Wolff, Second by Dan Schwarz. Vote: Unanimous.

**Regular Agenda**

4. Updates on Local Task Force (LTF)

Casey Poldino announced that the Local Task Force (LTF) will begin meeting again on March 24, 2023. The LTF last met pre-Covid in March 2020 and has four open seats. The taskforce will look at the structure of the LTF and review the five-year California Integrated Waste Management Plan due on April 30, 2023.

Cusimano asked if there were any questions.

Schwarz asked if the membership of the LTF was the same.

Poldino answered the membership guidelines state that the LTF has two hauler facility seats, a couple of special district seats, 3 seats for environmental organizations, and five public members. The new Executive Director of ZWM wanted to see what that looked like and explore if there is a need or desire to change. Staff will report back to the Board.

5. Update on engagement with PlaceWorks

Poldino reported that PlaceWorks began their contract in the beginning of this calendar year to do the land application study on compost placement requirements for all of the county based on population which is required by CalRecycle.

The kickoff meeting was on February 28, 2023, timelines were developed, and data compilation has begun. Poldino is working with County Counsel, GIS and the IT team to determine where to place the data. Marinmaps.org, a website that all cities use, is where they will explore if this layer of GIS data can be added. The next meeting is scheduled for March 25, 2023.

Cusimano asked for public comments. None were tendered.

## 6. Special Districts Letter to Request SB 1383 Assistance

Kimberly Scheibly reviewed the nine Special Districts' letter requesting assistance with SB 1383 and that she discussed it with Garrett Toy. Scheibly would continue to review these requests and the resources available for Special Districts. Scheibly said that after an RFP process, the Board approved R3 to be contracted to develop a regional approach to SB 1383 compliance. SB 1383 is very prescriptive for municipalities but R3 is studying how to apply a regional approach for both municipalities and the Special Districts. Scheibly stated that these four recommendations of R3 are included in the letter of agreement and the matrix. In addition, the documents were derived from comments, questions, and concerns from Zero Waste Marin's legal counsel, Staff, and the SB 1383 Subcommittee. Scheibly noted that she hopes the Board will promptly approve these agreements once they are finalized so we can begin implementing the priority goals set in 2021. Scheibly asked for questions.

None were tendered.

## 7. Updates & Discussion on SB 1383 Membership Support MOU

Christine Alilovich welcomed Scheibly to the Board and asked about a provision for responding to anonymous complaints and if we could take a centralized approach on Zero Waste Marin's website.

Garth Schultz of R3 Consulting thought this made sense.

Scheibly agreed and said she is already reaching out to other JPA's to see how they handled their complaints.

Alilovich also noted that their provisions that call for fines, expressed concerns about municipal staff handling that and wondered if that could be centralized perhaps with the County.

Wolff and Schwarz discussed how their jurisdictions handle fines, collections, and overall compliance and how that might apply to ZWM.

Cusimano asked for further comments.

Alex Soulard from R3 Consulting noted that these issues would be addressed in the annual work plan and factored into the new budget.

Scheibly said all this would be returned to the Board in the April meeting.

Christa Johnson asked about the composting study and deadline.

Poldino replied that it is a work in progress, and she is in communication with CalRecycle regarding deadlines.

Johnson asked about where the composting might be placed.

Schultz noted that we would know more after the PlaceWorks Study about how that will all work.

Schwarz shared thoughts about how education of residents might be helpful.

Cusimano asked for further comments.

Alilovich asked about the process for suggestions and edits before the MOU vote in April.

Schwarz suggested it would be best to bring it to the subcommittee meeting.

Cusimano stated that if there were no further comments and having a motion and a second called for a vote for approval. Vote: Unanimous.

#### 8. Adjournment

## Tiburón

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: April 20, 2023

Corte Madera

To: JPA Board of Directors

County of Marin

From: Casey Poldino, Program Manager

Fairfax

Re: Update on engagement with PlaceWorks

Larkspur

PlaceWorks is providing an ArcGIS based study and dashboard to help jurisdictions understand their actual capacity to utilize the compost and mulch required to be procured as part of SB 1383 requirements from Cal Recycle. They are configuring an Experience Builder Application, Field Map Application, and Dashboard. Each jurisdiction will have the ability to log in, view, and edit the datasets for their jurisdiction.

Mill Valley

Novato

Ross

PlaceWorks will assist and train appointed staff with these tools. Zero Waste Marin staff will administer the program under the direction and guidance of the SB 1383 Letter of Agreement (LOA), once in place. Staff will need a point of contact for each jurisdiction for this project. Once we have a complete list, the system will send out an email with a link for each person to set up their password. If these users already have ArcGIS Online logins/accounts in the organizations they are working for, we can allow their access to the project using their existing credentials instead of creating additional logins.

San Anselmo

San Rafael

Sausalito

Tiburon

Please recall, each jurisdiction will be billed directly from PlaceWorks. Invoices will be mailed out shortly and jurisdictions have the option of using funds from the Zero Waste Reimbursement Program for this project (Attachment 1).

## RECOMMENDATION

Receive contact information from each jurisdiction and authorize staff to follow up with jurisdictions unable to provide this during the meeting. Staff will follow up next week to attain a point of contact for this project.

### Attachments:

1. Table Cost Breakdown
2. PlaceWorks Update



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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Item 4 Attachment 1

Cost Breakdown per Jurisdiction for PlaceWorks Contract

Fees will be billed to each Member Agency of the Marin County Hazardous and Solid Waste Joint Powers Authority (JPA) which includes the cities and towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, Tiburon and the County of Marin, per Table 1 below:

**Table 1. Cost Breakdown by Jurisdiction**

JURISDICTION	COST
City of Belvedere	\$1,152
Town of Corte Madera	\$5,540
Town of Fairfax	\$4,121
City of Larkspur	\$7,080
City of Mill Valley	\$7,712
City of Novato	\$28,844
Town of Ross	\$1,267
Town of San Anselmo	\$6,953
City of Sausalito	\$3,940
Town of Tiburon	\$4,957
City of San Rafael	\$33,205
Unincorporated Marin County (includes all unincorporated communities and applicable lands)	\$35,829
Grand total (including hosting, maintenance, and licensing fees for 1 year)	\$140,600

## MEMORANDUM

DATE April 7, 2023  
TO Zero Waste Marin Joint Powers Authority Board Members  
FROM Allison Giffin, PlaceWorks, Associate and Senior GIS Analyst  
SUBJECT PlaceWorks Zero Waste Marin JPA Compost Procurement Study

### Introduction

PlaceWorks is working with the County of Marin and the Zero Waste Marin Joint Powers Authority to create a set of web-based tracking tools with which Marin County and incorporated jurisdictions within Marin County can track the procurement and use of organic waste products (compost and mulch). This work is mandated by California Senate Bill 1383 requiring all jurisdictions to procure a per-capita volume of organic waste products to be used in that jurisdiction.

### SB 1383 Compost and Mulch Procurement Tracking Tool

PlaceWorks is preparing three tools in the ArcGIS Online platform as well as a reference document and virtual webinar series to be scheduled in early summer 2023 training jurisdiction staff to use these tools. Jurisdiction staff will receive a username and password, that will enable them to log into the platform and use the tools. Two of these tools will be accessible through an internet browser, and one will be accessible through a mobile app downloaded to a mobile phone or tablet.

The primary tool will be the web browser data editing tool. Once logged in, staff can create, edit, and maintain a GIS layer consisting of landscaped asset features (like parks, landscaped medians, street trees, and other public landscaped areas). Staff can draw new features within the tool or send PlaceWorks GIS datasets to upload into the tool for staff to subsequently view and edit.

In addition to the web-based data editing tool, staff will also have access to a dashboard tool that graphically summarizes important metrics for reporting to CalRecycle, like the sum total 'potential' tonnage of compost and mulch that can be applied within the jurisdiction annually, the sum total of 'actual' tonnage of compost and mulch that is currently applied within the jurisdiction in existing landscape programs annually, the remaining tonnages needed to meet the jurisdiction's total per-capita requirement for procured and utilized compost and mulch determined by SB 1383, and the estimated costs associated with compost and mulch distribution programs.

## **ZERO WASTE MARIN JPA COMPOST PROCUREMENT STUDY**

### **DESCRIPTION OF TOOLS AND METHODS**

In addition to these three map-based tools, PlaceWorks is also preparing a GIS layer consisting of open space areas that are potentially suitable for compost and/or mulch distribution depending on their vegetation type, slope, and accessibility by roadway or trail. The intent is for jurisdictions to be able to identify additional suitable open space areas to distribute compost and/or mulch if there are insufficient urban landscaped areas to meet the SB 1383 procurement requirements. This layer will be viewable and editable within the set of SB 1383 map-based web tools.

### **Jurisdiction Responsibilities and Next Steps**

PlaceWorks is requesting that each jurisdiction designate a point-person responsible for maintaining the log-in information and associated documentation and training materials for the SB 1383 data tracking tools. This person will commit to attending a virtual training webinar in early summer 2023 or view the recording and review all training documentation to become familiar with using the tools to maintain the jurisdiction's 1383 landscape database. The reference document and recorded training video webinar will be downloadable, and the log-in information is intended to be sharable among multiple users within the jurisdiction but are not intended to be shared with the public.

With help from County staff, PlaceWorks will coordinate directly with each jurisdiction point person to gather all current landscaped areas data, preferably in GIS format, that PlaceWorks will upload and configure within the tool, and which jurisdiction staff will subsequently be able to edit and maintain. For jurisdictions with no existing landscape data, PlaceWorks will work closely with jurisdiction staff to help them to utilize the data structure and data collection tools to build their jurisdiction's dataset. For jurisdictions lacking staff resources to aid in the data collection effort, PlaceWorks will collect landscaped areas data to the extent possible within the project scope using available desktop mapping tools and through direct coordination with city/agency staff to confirm completeness and quality.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere** Date: April 20, 2023

**Corte Madera** To: JPA Board of Directors

**County of Marin** From: Kimberly Scheibly, Executive Director

**Fairfax** Re: Update on Status of the Marin Household Hazardous Waste Program

**Larkspur** Historically, the JPA funded the Permanent Household Hazardous Waste Collection Facility (PHHWCF) for Marin (except for Novato) via a contract with the City of San Rafael Fire Department, which in turn contracts with the Marin Recycling & Resource Recovery Association (MRRRA) for the operation of the HHW facility located at 565 Jacoby Street in San Rafael.

**Mill Valley**

**Novato** On December 19, 2022, the JPA Interim Executive Director received a notice of non-renewal of the Hazardous Waste Collection Program Agreement from the City of San Rafael. Upon acceptance of this letter, all duties involving the PHHWCF operations and oversight revert back to the JPA as of July 1, 2023.

**Ross**

**San Anselmo**

**San Rafael** JPA staff have been working with MRRRA staff and County Counsel to secure best practices and to ensure contract specifications and appropriate regulations are being upheld. In the time allowed, we are looking to negotiate a one-year transition agreement, so we have the needed time to fully review and anticipate the contractual requirements long term.

**Sausalito**

**Tiburon**

## **Recommendation:**

Delegate authority to the JPA Board Chair to sign a one-year transition agreement between the JPA and MRRRA.

## Attachments:

1. Notice of Non-Renewal Letter from the City of San Rafael
2. Draft 1-year Agreement JPA and MRRRA 4.14.23
3. Executed Amended Collection Agreement and Reso Jan 2012
4. HHW Collection Amendment City of San Rafael Signed 5.29.20

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

*F:\Waste\JPA\JPA Meetings\JPA 4/15/2023 3:41 PM*



December 19, 2022

Berenice Davidson  
Executive Director  
Marin County Hazardous and Solid Waste Management JPA  
3501 Civic Center Drive  
San Rafael, CA 94903

Re: Notice of Non-Renewal Hazardous Waste Collection Program Agreement, FY23-24

Dear Director Davidson,

On July 1, 1996 the City of San Rafael and the Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) entered into a Hazardous Waste Collection Program Agreement. The agreement was amended on January 26, 2012 and again on May 18, 2020. The most recent amendment extended the agreement to June 30, 2021 with automatic yearly renewals unless either party provides written notice of its desire not to automatically renew at least 180 days prior to the renewal date. See Section 8, Subsection A.

The agreement between both parties includes payment to the City to cover items including but not limited to, the operational cost for collection, storage, treatment, and disposal of household hazardous waste (HHW) and City administrative cost. With this funding, the City hired and employed an Environmental Management Coordinator who oversaw the HHW program. The coordinator, David Catalinotto submitted his resignation and departed the City effective January 21, 2022. Since the resignation, Deputy Fire Chief, Robert Sinnott and Senior Management Analyst, Thomas Wong have covered the duties and responsibilities on behalf of the City.

With consideration to David's departure and reorganization within the San Rafael Fire Department, the City is officially providing notice to not renew the agreement and return all duties, fiscal and administrative, back to the JPA.

This letter serves as the City's notice of non-renewal of the agreement beginning fiscal year 2023-24. The City will cease its duties related to the agreement, no later than June 30, 2023.

Over the past 9 months, the City has worked with your team as well as the Marin Recycling & Resource Recovery Association (MRRRA) to prepare for this transition and we look forward to continuing working to ensure the transfer of duties without disruption to the important service the JPA provides.

Sincerely,

Cristine Alilovich  
Assistant City Manager

## HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This Hazardous Waste Collection Program Agreement dated as of \_\_\_\_\_, 2023 (Agreement) is by and between Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) and Marin Recycling and Resource Recovery Association, a California Corporation (MRRRA).

WHEREAS, the City of San Rafael and JPA entered into a Hazardous Waste Collection Program Agreement on July 1, 1996, as amended from time to time (City/JPA Agreement) whereby the City of San Rafael operated the Household Hazardous Waste collection program for Marin residents outside of Novato;

WHEREAS, MRRRA and the City of San Rafael entered into the Hazardous Waste Collection Program dated September 14, 1995, as amended from time to time, attached hereto as Exhibit 1, for the establishment and operation of a Permanent Household Hazardous Waste Collection Facility and a Very Small Quantity Generator collection facility at 565 Jacoby Street in San Rafael (City Agreement);

WHEREAS, as of July 1, 2023, the JPA will take over management of the operation of the Household Hazardous Waste collection program from the City of San Rafael at the City of San Rafael's request;

WHEREAS, the JPA desires to enter into this Agreement with MRRRA to ensure the Hazardous Waste collection program continues to operate without gaps in service and such Agreement would have the same terms as set forth in the City Agreement, as amended, and subject to any terms as set forth in this Agreement;

WHEREAS, the JPA desires to work with MRRRA from July 1, 2023 to June 30, 2024 to amend the terms of this Agreement to include definitions and provisions that reflect compliance with current regulatory requirements and that provide/promote cost effective programs,

NOW, THEREFORE, MRRRA and JPA agree as follows:

1. This Agreement will have all terms as set forth in the City Agreement, as amended, unless expressly amended in this Agreement. All references to "City" in the City Agreement shall be amended and replaced with "JPA".
2. Section 1 (Definitions), Subsection D, definition of CESQG, is hereby replaced in its entirety to read as follows:

D. "VSQG" means Very 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.



All references in the City Agreement to CESQG shall be amended and replaced with "VSQG."

3. Section 1 (Definitions), Subsection E, definition of CESQG Waste, is hereby replaced in its entirety to read as follows:

E. "VSQG Waste", which shall mean any Approved Hazardous Waste generated by Very Small Quantity Generator businesses.

All references in the City Agreement to CESQG Waste shall be amended and replaced with "VSQG Waste."

4. Section 1 (Definitions), Subsection H, definition of HHWF, is hereby replaced in its entirety to read as follows:

H. "PHHWCF" Permanent Household Hazardous Waste Collection Facility as defined in California Code of Regulations, title 22, section 66270.60.

PHHWCF means the portion of the property at 565 Jacoby Street leased by MRRRA from Marin Sanitary Service that has been set aside and designated for the MRRRA to receive Approved Hazardous Wastes.

All references in the City Agreement to HHWF shall be amended and replaced with "PHHWCF."

5. Section 4 (Term of Agreement and Termination), Subsection A is hereby amended in its entirety to read as follows:

**4. Term of Agreement and Termination**

A. The term of this Agreement shall commence on July 1, 2023 and shall continue to June 30, 2024, unless terminated earlier as provided in Section 11, Subparagraph G hereafter. This Agreement will not automatically renew but may be renewed by mutual agreement of both parties.

6. JPA and MRRRA agree that between July 1, 2023 and June 30, 2024, the parties will negotiate the terms of this Agreement and work in good faith together to amend the terms of this Agreement to clearly delineate roles and responsibilities and create a modern agreement and plan for safe, responsible and cost effective management of hazardous materials.

7. Exhibit C of the City Agreement (Public Education) is hereby amended in its entirety and replaced with Exhibit C (Public Education and Outreach) attached hereto as Exhibit C.
8. The parties agree that except as expressly provided herein, all terms and conditions of the City Agreement are incorporated into this Agreement.

**[SIGNATURES]**

**Exhibit 1**  
**City Agreement and Amendments**

## **Exhibit “C”**

### **Public Education and Outreach**

The JPA shall have a Public Education & Outreach Program in collaboration with MRRRA that includes print, web and face-to-face education as detailed below:

1. A modernized, user-friendly and informational website that can be translated into various languages.
2. Printed brochures, flyers and handouts or newsletters available for the public at the facility and all HHW events and distributed annually to the Approved Service Area.
3. Promotional items may be purchased by the JPA for distribution at public events.
4. Periodic advertisements in local newspapers.
5. A dedicated HHW telephone number that is answered by staff trained to answer HHW related questions during business hours. After hours, on weekends and holidays, the public must be able to leave a voice mail message that will be returned on the first business day.
6. All public information will include, at a minimum, the following:
  - a. Hours and days of operation for residents and businesses.
  - b. Phone number
  - c. Materials accepted and prohibited.
  - d. How to prepare hazardous waste materials, making appointments, and what kind of documentation may be required.
7. Fees for Very Small Quantity Generators (As these fees will change periodically, they must be posted at the facility but do not need to be advertised.  
All PHHWCF staff will be trained to answer all questions from the public regarding the program/facility details in English and Spanish.

## AMENDED HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This Agreement is entered into as of the 26th day of January, 2012, between the City of San Rafael, a Charter City ("City"), and Marin Recycling & Resource Recovery Association, a California Corporation ("Company").

**WHEREAS**, the City entered into a Hazardous Waste Collection Program Agreement with the Company, dated September 14, 1995, as approved by City Council Resolution No. 9448, pursuant to which the Company has been operating a household hazardous waste facility ("HHWF") and also collecting conditionally exempt small quantity generator waste on behalf of the City on a property owned by Marin Sanitary Service at 565 Jacoby Street in San Rafael; and

**WHEREAS**, the City holds a permit from the Marin County Certified Unified Program Authority (CUPA) to conduct a hazardous waste collection program for household hazardous waste and conditionally exempt small quantity generator waste, the Facility Operator being named as the Company; and

**WHEREAS**, the parties now desire to enter into a new agreement that supersedes the Hazardous Waste Collection Program Agreement, dated September 14, 1995, which shall be deemed terminated on the effective date of this Agreement, subject to the survival of the indemnification provisions in such superseded 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 that Company is authorized to receive at the HHWF from households consisting of:

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

And the hazardous waste that Company is authorized to receive from CESQG's consisting of the above listed household hazardous waste and any other hazardous waste as defined in Title 22, California Code of Regulations, Section 66261.3.

B. "Approved Service Area" shall mean all incorporated cities and towns, except Novato, and the unincorporated areas of the County of Marin.

C. "BOP" means grant assistance provided to the HHW program by the Marin County Storm Water Program.

D. "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.

E. "CESQG Waste" is Approved Hazardous Waste generated by Conditionally Exempt Small Quantity Generator businesses.

F. "Disposal Manifest" shall have the meaning set forth in California Code of Regulations, Title 22, Section 66262.20.

G. "Generator" or "Producer" means any person, by site, whose act or process produces hazardous waste identified or listed in Chapter 11 of Title 22, Division 4.5 of the California Code of Regulations, or whose act first causes a hazardous waste to become subject to regulation.

H. "HHWF" means the portion of the 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.

I. "Household hazardous waste" or "HHW" means any Approved Hazardous Waste generated incidental to owning and/or maintaining a place of residence. Household hazardous waste does not include any waste generated in the course of operating a business at a residence.

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

K. "Participant" means any individual from a household or a CESQG that delivers Approved Hazardous Waste to the HHWF or removes Approved Household Hazardous Waste from the HHWF as part of the reuse of HHW. Participant also includes a household where Approved Hazardous Waste is collected as part of the Door-to-Door Household Universal Waste Pick-up Program.

L. "Permitted Disposal site" means a hazardous waste disposal site permitted or deemed to be permitted pursuant to 42 U.S.C. section 6925 and California Health & Safety Code, Sections 25200, 25200.5 and applicable regulations.

M. "Registered Hazardous Waste Transporter" means a transporter registered with the Department of Toxic Substance Control to transport hazardous wastes, as required by California Health & Safety Code, Division 20, Articles 6 (Health & Safety Code Section 25160 et seq.) and 6.5 (Health & Safety Code Section 25167.1 et seq.), and California Code of Regulations, Title 22, Division 4.5, Chapter 13, Section 66264.10 et seq.

N. "Reuse" means to use a material again for its original purpose without additional processing by providing the material free to the public.

O. "Universal Waste" means hazardous waste consisting of:

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

## 2. **Scope of Services.**

### A. **Acceptance and Management of Approved Hazardous Waste.**

(1) Company shall perform all operational services for the Door-to-Door Household Universal Waste Pick-up Program and at the HHWF in connection with receipt, storage, handling, disposal and data collection of the Approved Hazardous Waste in accordance with this Agreement and all applicable federal, state and local laws and regulations.

(2) Company shall accept Approved Hazardous Waste at the HHWF according to the operating schedule as described in Exhibit "A", as it may be modified from time to time by agreement of the parties or as otherwise provided in Exhibit "A".

(3) The Company shall voluntarily receive at the HHWF only Approved Hazardous Waste which has been produced by a resident or a CESQG located within the Approved Service Area. Before accepting such waste, Company shall require verification that the Approved Hazardous Waste delivered to the Company was produced by residents within the Approved Service Area.

(4) Moreover, the Company shall not receive any hazardous waste which it does not believe can be handled or stored legally, safely, or compatibly with the facilities and with other hazardous wastes at the HHWF. Company shall not accept any Un-Approved Hazardous Waste at the HHWF as identified in EXHIBIT "B".

(5) Company shall segregate, package, label and otherwise prepare, and contract for transport of Approved Hazardous Waste received at the HHWF by a Registered Hazardous Waste Hauler, approved by the City's Fire Department, to a Permitted Disposal site. Company shall have a written Transport Agreement with any Registered Hazardous Waste

Transporter selected by Company to transport the Approved Hazardous Waste that obligates such Transporter to indemnify, defend, hold harmless and release City and the JPA, and their officers, agents and employees, from and against any and all actions, claims, damages, liabilities or expenses (including costs of defense, settlement, expert witness fees, and attorney's fees) that may be asserted by any person or entity, including the Transporter's employees or agents, arising out of or in connection with the performance of such Transporter under the Transport Agreement, whether or not there is concurrent negligence on the part of the City or JPA, but excluding liability due to the sole active negligence or sole willful misconduct of the City or JPA. Such Transport Agreement also shall require the Transporter to carry the following insurance which City may require to be carried with higher coverage limits if determined to be reasonably necessary to protect the City and JPA's interests:

Commercial General Liability Insurance--\$ 2 Million  
Automobile Insurance--\$5 Million  
Pollution, Sudden and Accidental Insurance--\$5 Million  
Workers Compensation--Statutory limits

The Commercial General Liability Insurance, Automobile Insurance, and Pollution, Sudden and Accidental Insurance shall be placed with an insured with an A.M. Best rating of at least A7. The Commercial General Liability Insurance also shall name the City and JPA as additional insureds, with such insurance being primary insurance.

(6) Company shall collect, maintain and provide copies to the City of all manifests, shipping documents, waste disposal invoices and any other documents and data related to waste received, disposal and dispersal.

(7) Company shall have the responsibility for the safe handling and storage of the Approved Hazardous Waste from the time the Approved Hazardous Waste is received by Company through the Door-to-Door Household Universal Waste Pick-up Program, or is received by Company at the HHWF, until such time as the Company has completed the safe loading of the Approved Hazardous Waste onto a Registered Hazardous Waste Transporter vehicle for transport to a Permitted Disposal site designated on a Disposal Manifest.

(8) Company shall work to resolve all customer conflicts internally without contacting or involving the City.

(9) Company shall provide security to assure the safety of Approved Hazardous Waste stored at the HHWF.

B. Transportation and Disposal of Approved Hazardous Waste.

(1) Under the terms of this Agreement, the City agrees that it is and accepts the responsibilities of the Generator and Producer of the Approved Hazardous Waste received by the Company at the HHWF in accordance with this Agreement. However, City shall not be responsible for contamination permitted or caused by Company as a result of activities or operations by the Company.



(2) The City agrees that Company shall be responsible for the Bills of Lading or Hazardous Waste Manifests in accordance with United States Department of Transportation and State regulations. Company agrees to provide an experienced and qualified person to sign hazardous waste shipment manifests and bills of lading on behalf of the City.

(3) City shall provide a Hazardous Waste California ID number.

C. Reporting Requirements.

(1) Within one month following the end of each quarter, Company shall submit reports to City detailing HHW program and CESQG program activities for the previous quarter; the report shall include all of the following:

(a) Expense invoices and collection and disposal related paperwork, including but not limited to manifests, bills of lading, Participant delivery receipts, and reuse receipts.

(b) All revenue receipts including but not limited to the CESQG fees.

(c) List of the types and quantities of CESQG waste received together with identity of the jurisdiction where the CESQG waste was located.

(d) List of the types and quantities of HHW received together with the identity of the jurisdiction where the household was located.

(e) List of the types and quantities of Door-to-Door Household Universal Waste received.

(2) Within one month following the end of each City fiscal year ending, Company shall submit a report to the City detailing the types and total quantities of waste received by the HHW program in the previous fiscal year, so that the City may comply with State of California's reporting regulations as currently specified in the California Department of Resources Recycling and Recovery (CalRecycle) Form 303a, or any successor regulations.

(3) By February 1 of each year, the Company shall submit a report to the City regarding the electronic waste received by the HHW program in the previous calendar year, so that the City may comply with State of California's reporting regulations as currently specified in the California Department of Resources Recycling and Recovery (CalRecycle) Annual CEW Net Cost Report Form 220 and CEW Net Cost Estimation Worksheets for Collectors Form 220A, or any successor regulations.

(4) City may require Company to provide additional operational related data as deemed necessary for the City's monitoring and supervision of the operations of the HHWF.

D. Trained and Qualified Personnel.

(1) Company shall be the supervisors of HHWF staff and resolve any personnel issues or conflicts without City involvement.

(2) Company shall ensure that sufficient numbers of personnel meeting the requirements of this section are available during the operating schedule to adequately meet the requirements of the Agreement.

(3) Company shall use qualified staff trained in minor spill response, general health and safety, and emergency procedures to collect, sort, identify and package, manifest, transport and arrange for the treatment and/or disposal of incoming Approved Hazardous Waste.

(4) Company shall ensure that any personnel assigned to the functions described in Section 2.D.(3) shall receive the training specified in California Code of Regulations, Title 22, Section 66264.16(a), and Title 8, Sections 3380 and 5192, and shall keep records of such training available on site at all times for inspection by the City.

(5) Company shall ensure that a medical surveillance program is instituted for personnel meeting the requirements of Title 8 of the California Code of Regulations, Section 5192(f)(2), and shall keep such records on site at all times for inspection by the City.

E. HHWF General Operational Requirements.

(1) Company shall provide all the required expertise, management skills, equipment and supplies necessary to operate a HHWF and CESQG Waste Collection program, and a Door-to-Door Household Universal Waste Pick-up Program, including but not limited to, providing properly trained and qualified personnel, preparing and distributing public information materials to Participants and members of the public, collecting Approved Hazardous Waste, identifying unknown wastes, packaging and labeling the Approved Hazardous Waste, and providing on-site interim storage, transport, recycling, reuse, and disposal of the Approved Hazardous Waste.

(2) Company shall ensure compliance with the standards and policies as specified in the City's HHWF Operations Manual, dated October 1993, as it may be amended by City from time to time hereafter.

(3) Company shall provide personnel to control on-site traffic, greet Participants, unload Participant's vehicles, and identify and segregate Approved Hazardous Waste. Company shall instruct Participants to remain in their vehicles at all times as required by State law. Prior to unloading, Company shall inspect the material for any potential Un-Approved Hazardous Waste.

F. Surveys and Information Materials.

(1) When requested by the City, Company shall provide personnel to distribute City information materials and/or collect City survey information from Participants at the HHWF.

(2) Company shall contract for the printing of Household Waste Delivery forms and CESQG delivery forms as necessary.

G. Public Education.

Company shall have a public education program as described in EXHIBIT "C" to promote use of the HHWF and the Door to Door Household Universal Waste Pick-up Program provided in subparagraph J below.

H. CESQG Waste Collection.

(1) Company shall ensure that when a CESQG is being unloaded, only one waiting vehicle is unloaded at a time, and that all participants remain in their vehicles. A single file unloading line shall be maintained at all times.

(2) Company shall:

(a) Ensure that CESQG's are charged in accordance with the fee amounts listed on the CESQG Fee List as set forth by City Resolution.

(b) Track quantities and pounds of waste, total pounds delivered from each municipality or jurisdiction and total dollar amounts collected from CESQG's.

(c) Invoice those businesses that do not pay during delivery.

(d) Provide a receipt to CESQG's, which shall reflect the name of the CESQG, the address and phone number of the CESQG, the poundage of waste received, the fees paid for depositing the waste at the HHWF, and the HHWF and CESQG's Hazardous Waste California ID Number.

I. Reuse.

(1) In conjunction with the HHW and CESQG Waste collection and disposal, Company shall promote and operate a reuse program. Company shall make available to the public certain hazardous and recyclable materials for the purpose of reuse by the public. Company shall assure that any reuse materials are not leaking, and shall maintain such reuse materials in an approved storage container, in a designated location that is accessible and safe for retrieval by the public. Signage shall be provided to direct the public to the reuse area.

(2) Company shall maintain records of the Reuse participants' municipality or

jurisdiction, quantity and type of Reuse materials taken and provide the same to City as provided in 2 C, specifying the Reuse participants' municipality or jurisdiction, type and quantity of materials retrieved and date of retrieval.

J. Door-to-Door Household Universal Waste Pick-up Program.

(1) Company shall establish a Door-to-Door Household Universal Waste Pick-up Program as provided in EXHIBIT "D", with a targeted implementation date of July 1, 2012, subject to budgeting in the annual HHW program budget approved by the JPA.

(2) The service area for the implementation of the Door-to-Door Household Universal Waste Pick-up Program shall be initially limited to the City of San Rafael. The Company shall expand the Door-to-Door Household Universal Waste Pick-up Program to other municipalities or jurisdictions upon mutual agreement between the City and Company subject to budgeting of such expansion in the annual HHW program budget approved by the JPA.

3. Company's Books and Records.

A. Company shall maintain any and all documents and records demonstrating or relating to Company's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, cancelled checks, or other documents or records evidencing or relating to work, services, employee time-sheets, and expenditures and disbursements charged to City under this Agreement. All financial documents or records shall be maintained in accordance with generally accepted accounting principles and all documents shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Company under this Agreement. All such documents or records shall be maintained for four years following the final payment under this Agreement. The Company shall make available such documents and records for audit, review and copying by City or City's agent upon 10 days advance notice from City.

B. City shall have the right to request and receive any Company documentation or other information that is reasonably necessary for City to properly evaluate any Company invoices submitted to the City and to withhold payment pending receipt and evaluation of all information requested. Contractor hereby grants City permission to contact any vendor, supplier, contractor named in the invoice for the purposes of evaluation and/or verification of an invoice.

C. In August 2012 and every three years thereafter, there shall be an independent certified audit of the Company's records of the expenses, profit and revenues for the previous period under this Agreement. The City shall obtain the services of an independent auditor to perform this audit, the cost of which shall be included in the annual approved JPA budget. The Company shall provide an adequate work space within their administrative office for the auditor to perform the audit. During the audit Company shall make all records under this agreement available to the auditor. Upon completion, the results of the certified audit shall be made available to the City, JPA and Company.

4. **Term.**

A. The term of this Agreement shall commence upon March 1, 2012 and shall continue to June 30, 2020, subject to earlier termination as provided in Section 11.G.

B. This Agreement shall not become effective unless the City and the JPA have entered into an Amended Hazardous Waste Funding Agreement which supersedes the Agreement between the City and the JPA dated July 1, 1996.

5. **Compensation.**

The procedures for compensation to the Company are as outlined in Exhibit "E".

6. **Compliance with Agreement; Applicable Laws; Inspections.**

A. Company shall perform its obligations under this Agreement in conformance with the conditions of the CUPA permit issued to the City and with all applicable federal, state and local laws and regulations.

B. Company shall maintain the HHWF in such a condition that it can pass a Marin County CUPA inspection at any time.

C. Company shall inspect the HHWF at least monthly to confirm compliance with the CUPA permit and all applicable laws.

D. City shall be entitled to inspect the HHWF, with or without Marin County CUPA, at any time during the HHWF operational hours, without any advance notice to Company, to confirm compliance with the CUPA permit and all applicable laws, and compliance with the terms of this Agreement.

7. **Indemnification.**

A. Company agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release City, its officers, agents and employees, from and against any and all actions, claims, damages, liabilities or expenses (including costs of defense, settlement, expert witness fees, and attorney's fees) that may be asserted by any person or entity, including Company's employees or agents, arising out of or in connection with the performance of Company under this Agreement, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the sole active negligence or sole willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Company or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. In addition, Company shall be liable to City for any loss or damage to City property arising from or in connection with Company's performance hereunder.



B. Notwithstanding the foregoing, the parties understand that Company's obligation to defend, indemnify, hold harmless and release City shall not apply to and specifically excludes any and all liability arising out of or in connection with the handling, treatment, storage or disposal of Approved Hazardous Waste by third parties after it has been loaded onto a Registered Hazardous Waste Transporter vehicle for transport to a Permitted Disposal site designated on a Disposal Manifest, and that as between the parties to this Agreement, Company shall not (for liability purposes or otherwise) be construed as either the generator or arranger of such Approved Hazardous Waste.

8. **Insurance.**

Company shall procure and maintain for the duration of this Agreement, insurance as provided hereafter against claims for injuries to persons or damages to property which may arise from or in connection with the work hereunder by the Company, its agents, representatives, employees or subcontractors. With respect to Commercial General Liability, Auto Liability Insurance, and Pollution Liability Insurance, coverage shall be maintained for a minimum of five (5) years after the expiration or earlier termination of this Agreement.

A. **Minimum Scope of Insurance.** Company shall maintain Insurance policies with coverages as follows:

1. Commercial General Liability, occurrence based coverage (Insurance Services Office Form CG0001);
2. Automobile Liability Insurance, any owned and non-owned vehicle (Insurance Services Office Form No. CA0001);
3. Worker's Compensation Insurance, as required by the State of California;
4. Employer's Liability Insurance; and
5. Pollution Liability Insurance.

B. **Minimum Limits of Insurance.** Company shall maintain coverage limits in its insurance policies that are no less than;

1. Commercial General Liability: \$3 Million per occurrence and \$6 Million policy annual aggregate, for bodily injury, personal injury and property damage.
2. Automobile Liability: \$3 Million per accident for bodily injury and property damage.
3. Workers Compensation Insurance: Statutory minimum.
4. Employer's Liability Insurance: \$1 Million each accident, \$1 Million policy limit bodily injury by disease, and \$1 Million each employee bodily injury by disease.

5. Pollution Liability Insurance: \$6 Million each occurrence, \$6 Million policy annual aggregate.

C. Deductible and Self Insured Retention. Any deductibles or self insured retention shall be declared to and approved by the City. If possible, the insurer shall reduce or eliminate such deductibles or self insured retention as respects the City, its officers, officials, employees and volunteers; or the Company shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. In the event Company maintains a self insured retention under any of the foregoing insurance policies, the Company shall upon notice of a claim under a policy surrender and pay the self insured retention amount toward the defense and settlement of said claim.

D. Other Insurance Provisions.

1. The Commercial General Liability, Automobile Liability and Pollution Liability Insurance policies shall contain, or shall be endorsed to contain, the following provisions:

(a) The City, its officers, officials, employees and volunteers shall be named as additional insureds.

(b) The Company's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its members, officers, officials, employees, agents or volunteers shall be excess of the Company's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by the Insurer except after thirty (30) days prior written notice has been given to the City.

2. The Automobile Liability policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and any other endorsements that may be required by federal or state authorities.

3. None of the required insurance policies may be obtained on a Claims Made basis, other than the Pollution Liability Insurance, and if such insurance is obtained on such a basis, the following shall apply:

(a) The "Retro Date" shall be shown, and shall be before the date of the Agreement or the beginning of contract work.

(b) Insurance shall be maintained and evidence of insurance shall be provided for at least five (5) years after completion of the Agreement, or earlier termination thereof.

(c) If coverage is canceled or non-renewed, and not replaced with

another claims made policy form with a "Retro Date" prior to the effective date of the Agreement, the Company shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(d) A copy of the claims reporting requirements shall be submitted to the City for review.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution Liability Insurance is not available from an "Admitted" insurer, the coverage may be written by a Non-admitted insurance carrier. A Non-admitted Company shall have an A.M. Best's rating of A:X or higher.

F. Verification of Coverage. Company shall furnish the City with a Certificate of Coverage verifying the required insurance policies and coverage, and shall provide City with portions of the insurance policies or endorsements of such policies satisfying the requirements of Section 8.4, to the reasonable satisfaction of City. Upon City written request, Company shall provide City with certified copies of the required insurance policies and pertinent endorsements, within thirty (30) days after City's request.

G. Policy Obligations. Company's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

H. Material Breach. If Company, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its sole option, may terminate this Agreement and obtain damages from Company resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Company, City may deduct from sums due to Company any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to the City.

## 9. Indemnity and Insurance for JPA.

Company agrees to indemnify the JPA and its members to the same extent that Company has agreed to indemnify City under Sections 7 of this Agreement, and to provide the JPA and its members the same degree of insurance coverage provided the City under Section 8 of the Agreement, including but not limited to naming the JPA and its members as additional insureds under such coverage provided to the City. The Company shall provide the JPA, upon request, with certificates and endorsements reflecting such coverage.

## 10. Status of Company.

A. Company is and shall at all times remain a wholly independent contractor and not an officer or employee of City. Company has no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.



B. The personnel performing the services under this Agreement on behalf of Company shall at all times be under Company's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Company or any of Company's officers, employees or agents, except as provided in this Agreement. Company warrants that it shall not at any time or in any manner represent that Company or any of Company's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Company, nor any of Company's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Company expressly waives any claim to any such rights or benefits.

D. Company shall obtain City's written approval before utilizing any subcontractors to perform any services under this Agreement.

#### 11. Miscellaneous.

A. Entirety of Contract. This Agreement, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, presentations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. No modification, amendment, supplement to, or waiver of this Agreement, or any of its provisions, shall be binding on the parties unless made in writing and signed by such parties.

B. Severability. In the event any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

C. Assignment. This contract may only be assigned by Company to an Affiliate entity that controls, is controlled, or under common control of Company. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the ownership and voting interests in the ordinary direction of the entity's affairs. Despite any other provision of this contract, the Company cannot assign this contract to an Affiliate without the express written consent of the City, which consent shall not be unreasonably withheld.

D. Waiver. No waiver of any term or condition of this Agreement or any breach of this Agreement, or any part thereof, shall be effective unless expressed in writing and signed by the party to be bound, and shall not be deemed a waiver of any other term or condition of this Agreement, or if any subsequent breach of this Agreement or any part thereof.

E. No Joint Venture. The Company is an independent contractor of the City with regard to the subject matter of this Agreement and nothing herein expressed or implied is intended or shall be construed to create a partnership, joint venture, agency or employment relationship among the parties hereto.

F. Third Parties. Except as provided in Sections 5 and 9, nothing herein express or implied is intended or shall be construed to confer upon or give any third person any rights or remedies pursuant to this Agreement and no party hereto shall be liable to any third person for the acts or omissions of any other party.

G. Termination. Notwithstanding anything stated to the contrary herein, if Company should fail to perform any of its material obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the material terms of this Agreement, City may immediately terminate this Agreement by giving Company written notice of such termination, stating the reason for such termination. In such event, Company, shall be entitled to receive as full payment for services rendered prior to the effective date of the termination of the Agreement in accordance with Section 5, less the amount of any damages sustained by City by virtue of Company's breach of the Agreement. In addition, City may terminate this Agreement upon the effective date of the termination of the Agreement between the City and the JPA which provides the City's funding for this Agreement, by giving Company written notice of the termination of such Agreement, provided that Company shall be entitled to receive full payment for services rendered prior to the termination of such Agreement.

H. Headings. The section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of this Agreement.

I. 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**

City Manager  
City of San Rafael  
P.O. Box 151560  
(1400 Fifth Avenue)  
San Rafael, CA 94915-1560  
415-459-2242

**COMPANY**

President  
Marin Recycling & Resource Recovery Association  
565 Jacoby Street  
San Rafael, CA 94901  
415-485-1509

**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

J. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

K. Closure Plan. Company shall undertake and complete the requisite closure process for the HHWF. Except as otherwise provided herein, Company shall be responsible for, and shall assume all cost of closure for the HHWF as required by California Code of Regulations, Title 22, Chapter 15, Article 7, Section 66265.110 et seq., and Chapter 45, Article 1, Section 67450.30 et seq., and all applicable federal and state laws and regulations.

(1) \$50,000 of JPA funds has been collected by City and placed aside for payment of the costs in the event of HHWF closure.

(2) Closure cost beyond the available \$50,000 shall be the sole responsibility of Company.

(3) Company shall assure City that it has met all regulatory requirements in regards to closure of the HHWF.

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 RECYCLING & RESOURCE  
RECOVERY ASSOCIATION**

  
JOSEPH J. GARBARINO,  
Chairman of the Board

ATTEST:

  
ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

  
Legal Counsel for Marin Recycling &  
Resource Recovery Association

APPROVED AS TO FORM:

  
ROBERT F. EPSTEIN, City Attorney

## **EXHIBIT "A"**

### **HHWF OPERATING SCHEDULE**

1. Operating Schedule for the receipt of HHW and CESQG:

- A. The hours of operation are 8:00 am to 3:30 pm, with the understanding that employees will need an additional one half hour for cleanup and closure.
- B. The days of operation are Tuesday through Saturday, except for the following Holidays: 4th of July, Thanksgiving, Christmas and New Year's Day.

2. Review of Operating Schedule

The Operating Schedule as set forth above may be modified from time to time as follows:

- A. By agreement of the parties, following consultation with the JPA, which shall occur at least annually prior to the commencement of a fiscal year, or
- B. Upon City's determination that a fiscal or other emergency justifies a modification, following City's consultation with the JPA, and City's giving reasonable advance written notice to Company of the modification in the Operating Schedule and the period of the modification.

## **EXHIBIT "B"**

### **UN-APPROVED HAZARDOUS WASTE**

The following un-approved hazardous waste shall not be accepted at the HHWF:

1. Radioactive wastes.
2. Infectious wastes.
3. Biohazard wastes.
4. Explosives.
5. Ammunition.
6. Hard shell compressed gas cylinders.
7. Laboratory waste.

## **EXHIBIT "C"**

### **PUBLIC EDUCATION**

1. Company shall have a public education program concerning the HHWF and the Door-to-Door Household Universal Waste Pick-up Program which shall include the distribution of information as follows:
  - A. An advertised "Hazardous Waste Hotline" telephone line answered by a Company employee during HHWF operation hours, with an answering machine on such telephone line operable at all other times to take messages for a response during operation hours.
  - B. Articles in local papers at least twice a year.
  - C. Flyers, handouts or newsletters distributed at least twice a year throughout the Approved Service Area.
  - D. Handouts at the HHWF continuously.
2. In order for the public information program to succeed, efforts shall be made to reach all Approved Service Area audiences. Public Information shall address the needs of various groups (e.g., parents, children, merchants and neighborhood associations).
3. HHWF workers shall be trained in customer relations. Multilingual (English and Spanish) workers shall be available at the HHWF and shall be trained to answer Participants questions, including questions about questionnaires, forms, and operations of the HHWF. HHWF employees shall encourage Participants to reduce the amount of hazardous waste they generate and to tell their friends and neighbors about the HHWF.
4. Promotional materials, such as magnets printed with the slogans such as "My Garbage is Toxic Free", or ball-point pens or other writing instruments advertising the HHWF telephone number shall be distributed on a regular basis to Participants and at public events and venues in the Approved area. Promotional materials shall also be provided to the City and the JPA for distribution to the public.
5. The City may provide environmental management public education.



## **EXHIBIT "D"**

### **DOOR-to-DOOR HOUSEHOLD UNIVERSAL WASTE PICK-UP PROGRAM**

1. Company will operate a Door-to-Door Household Universal Waste Pick-Up Program by collecting from residences and transporting to the HHWF for disposition along with other Approved Hazardous Waste received at that facility, the following Universal Waste products:

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

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

- Motor Oil
- Oil Filters

2. The Door-to-Door Household Universal Waste Pick-Up Program shall be provided to residents by appointment only. Residents shall be permitted to make an appointment by calling the Company's advertised Household Hazardous Waste Hot Line phone number and speaking to a Company attendant during the HHWF operating hours, or by leaving a message outside operating hours on an answering machine maintained by Company on the Hot Line. Company shall return calls left on the Hot Line answering machine before the end of the work day following their receipt.
3. City and Company shall evaluate the effectiveness of the Door-to-Door Household Universal Waste Pick-Up Program within one year from its inception, and each year thereafter.
4. Company shall assure that all Door-to-Door Household Universal Waste Pick-Up Program operations are conducted in a safe manner and in accordance with local, state and federal regulations regarding the collection, transportation, storage and disposal of such waste.
5. Company shall prepare a written operational plan for the Door-to-Door Household Universal Waste Pick-Up Program for review and approval by the City within 60 days of the commencement date of this Agreement.
6. The Company shall offer pick-ups at customer residences under the Door-to-Door Household Universal Waste Pick-Up Program, by appointment.



7. Company shall track and maintain records, and submit quarterly reports to the City, regarding the Door-to-Door Household Universal Waste Pick-Up Program, including total hours worked by each Company employee participating in the Program, equipment and materials used, type and quantity of Universal Waste received, and number of households served per day.
8. In January 2013, the Company shall provide a written report to the City and JPA on the first six months of operations of the initial Door-to-Door Household Universal Waste Pick-Up Program in San Rafael. The details required in the report will be determined while creating the annual budget for fiscal year 2012-13. The report is intended to provide sufficient information so that the City and JPA may consider the future of the program and the feasibility of expanding the program to other municipalities and jurisdictions.

## **EXHIBIT "E"**

### **COMPENSATION PROCEDURES**

1. The Company shall submit a detailed monthly invoice in a form to be mutually agreed upon by the City and the Company. Such invoice shall be submitted by the last day of the month following the month for which the costs and expenses were incurred. The invoice shall be due and payable by the City no later than 30 days after receipt.
2. The City shall not compensate the Company for any cost increases and/or services rendered beyond the amounts specified for Company in the annual HHW program budget, except where the increased services and additional compensation has been agreed to in advance in a writing between the City and Company, and approved by the JPA. All parties recognize that the City needs to and shall obtain approval for each upcoming year's HHW Program Budget from the JPA Board prior to authorizing company to proceed with continuing operations of the HHW program.
3. The following general categories of expenses are approved for reimbursement under this Agreement and will be included in the annual HHW program budget subject to approval by the JPA:
  - A. Direct labor expenses for personnel working for the Company at the HHWF or the Door-to-Door Household Universal Waste Pick-up Program for their time providing services under this Agreement. Expenses shall include regular wages, sick pay, vacation pay, medical insurance, workers compensation insurance, retirement benefits, and payroll taxes, but shall exclude overtime pay and holiday pay.
  - B. Company's rental expenses for the 13,755 square feet of leased HHWF at the rate of \$0.50 per month per square foot (\$6,877.00) for the first year, as adjusted annually thereafter on the anniversary of the Agreement by the change in the Consumer Price Index, All Urban Consumers, for the San Francisco, Oakland, San Jose Metropolitan area.
  - C. Legal and professional fees directly related to services provided under this contract.
  - D. Expenses related to direct labor personnel training & education (including travel, meals, lodging, etc.) required to provide services under this Agreement.

- E. Equipment rental or other charges incurred for equipment used to provide services under this Agreement
  - F. Waste disposal costs for the transportation and ultimate disposal of the Approved Hazardous Waste collected under this Agreement.
  - G. Supplies and materials used to collect and safely consolidate materials prior to transport.
  - H. Protective and safety gear used by the employees.
  - I. Other materials and supplies necessary to provide services under this Agreement.
  - J. Advertising, promotion and administrative costs related to services provided under this Agreement.
  - K. Insurance specifically related to the HHW and CESQG programs.
4. The Company shall be allowed a profit calculated by applying an operating ratio of 90.5% to the expenses eligible for reimbursement, not to include the expenses listed below. The profit shall be calculated in the following manner (assume costs and expenses of \$100,000 for the month).

$$\text{Operating Costs} \div \text{Operating Ratio} - \text{Operating Costs} = \text{Profit}$$

$$\$100,000 \div .905 = \$110,497 - \$100,000 = \$10,497 \text{ profit}$$

Rental expenses for the HHWF shall not be included in the Operating Ratio Profit Formula.

5. The Company shall submit to City within the month following the completion of each fiscal year a Report detailing the foregoing operating expenses approved for reimbursement and the associated profit, less revenues received from Small Quantity Generator Waste fees, sales of recycled Approved Hazardous Waste, and BOP and other outside funding sources collected by the Company for operating the HHW program.

**RESOLUTION NO. 13282**

**RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT WITH THE MARIN RECYCLING AND RESOURCE RECOVERY ASSOCIATION**

**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 Recovery Association, for the establishment and operation of a permanent household hazardous waste collection facility and a conditionally exempt small quantity generator waste collection facility at 565 Jacoby Street in San Rafael; and

**WHEREAS**, the City of San Rafael and Marin Recycling and Resource Recovery Association have agreed upon the amended agreement to clearly specify responsibilities, documentation, and the new Door-to-Door Household Universal Waste Pick-up Program; and

**WHEREAS**, the City Council approves the waiver of competitive bidding with respect to this Agreement pursuant to San Rafael Municipal Code Section 2.55.070 in order to allow Marin Recycling and Resource Recovery Association to continue to provide the City with the required services at its modernized facility at 565 Jacoby Street, in compliance with its funding agreement with the California Integrated Waste Management Board.

**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 Collection Program Agreement with the Marin Recycling and Resource Recovery Association 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:

 **ORIGINAL**

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

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

Esther C. Beirne  
ESTHER C. BEIRNE, City Clerk

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

This First Amendment is entered into as of the 18<sup>th</sup> day of May, 2020, by and between the City of San Rafael, a Charter City ("City"), and the Marin Recycling and Resource Recovery Association, a California Corporation ("Company").

**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**, City and Company entered into a Hazardous Waste Collection Program Agreement ("Collection Agreement"), dated September 14, 1995, for the establishment and operation of a permanent household hazardous waste collection facility and a conditionally exempt small quantity generator waste collection facility at 565 Jacoby Street in San Rafael; and

**WHEREAS**, on January 26, 2012, the City and Company entered into an Amended Hazardous Waste Collection Program Agreement ("Amended Agreement"), attached hereto as Exhibit C, pursuant to which Company is operating the permanent collection facility for Approved Hazardous Waste at 565 Jacoby Street; and

**WHEREAS**, the Amended 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 to Amended Agreement;

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

1. Section 4, Subsection A of the Amended Agreement (Term) is hereby amended in its entirety to read as follows:

4. **Term of Agreement and Termination**

A. The term of this Agreement shall commence upon March 1, 2012, and shall continue to June 30, 2021, unless terminated earlier as provided in Section 11, Subparagraph G. 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.

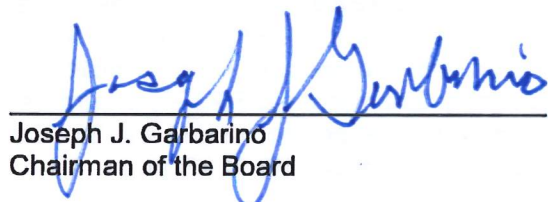
2. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF SAN RAFAEL


MARIN RECYCLING & RESOURCE  
RECOVERY ASSOCIATION

  
\_\_\_\_\_  
Jim Schutz  
City Manager

  
\_\_\_\_\_  
Joseph J. Garbarino  
Chairman of the Board


ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lindsay Lara  
City Clerk

  
\_\_\_\_\_  
Jenna Brady  
Legal Counsel for Marin Recycling &  
Resource Recovery Association

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lisa A. Goldstein for RFE  
City Attorney

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: April 20, 2023

Corte Madera

To: JPA Board of Directors

County of Marin

From: Kimberly Scheibly, Executive Director

Fairfax

Re: Final SB 1383 Letter Agreements with Member Agencies

## **Background**

Larkspur

On September 22, 2022, Zero Waste Marin (ZWM) issued a request for proposals for SB 1383 Regional Coordination and Implementation Plan support. On October 20, 2022, the Board of Directors approved an agreement with R3 Consulting Group Inc. (R3) to develop recommendations for specific SB 1383 activities to be considered by ZWM as well as a draft agreement between the member agencies and ZWM to undertake those activities.

Mill Valley

Novato

Ross

San Anselmo

San Rafael

Sausalito

As previously reported to the Board, SB 1383 (enacted 2016 and effective 2022) placed many requirements on local agencies, which are cities, towns, counties, and special districts. By default, local agencies are responsible for meeting the requirements of SB 1383; however, local agencies may make arrangements for their solid waste providers (i.e., haulers) and regional authorities (i.e., joint-powers authorities such as ZWM) to provide programs and services to meet those requirements.

Tiburon

R3's work focused on the requirements of SB 1383 that, by their nature, are either best provided via regional coordination or can be provided more cost-effectively on regional scale (instead of individually by each local agency). R3 identified four categories of activities to be undertaken for the region by ZWM:

- 1) Technical assistance for outreach, education, and reporting.
- 2) Procurement of recovered organic waste products.
- 3) Implementation of an edible food recovery program.
- 4) Enforcement of the mandatory organics recycling requirements adopted by the local agencies.

Specifics relating to each of these four areas of activity are included in the final letter agreement (Attachment 1) and final matrix delineating responsibilities of ZWM and its member agencies



(Attachment 2). A tracked changes version of the final letter agreement compared to the March 16, 2023 draft is included as Attachment 3. R3 worked closely with ZWM staff, a subcommittee of the Board, and ZWM legal counsel in developing these documents.

R3 and the Executive Director presented drafts of the letter agreement and the responsibilities matrix to the Board on March 16, 2023. Written comments on the documents were also received from some member agencies following the March Board meeting. The sections below summarize the revisions that were made, and the rationale for those revisions.

### **ZWM Issuance of Enforcement Penalties and Handling of Appeals**

During the March 16 Board meeting, Board members expressed interest in revisions relating to enforcement of the member agencies' mandatory organics recycling requirements. Specifically, the Board expressed interest in having ZWM take responsibility for issuance of monetary penalties associated with enforcement activities (and the subsequent appeals processes) rather than have those activities remain the responsibility of the member agencies. This viewpoint was also expressed in written comments received after the Board Meeting.

The letter agreement has been revised accordingly, such that ZWM would take on responsibility of issuing monetary penalties and any subsequent appeals process. However, the Board should be aware that, for ZWM to successfully take on those responsibilities, uniformity of the penalties and appeals process will be necessary. It is not realistic or feasible for ZWM to successfully implement 12 different penalty and appeal processes per the individual terms and conditions of the member agencies.

As a case in point, StopWaste, the solid waste JPA in Alameda County, has the responsibility for mandatory ordinance enforcement for members, including issuance of penalties and subsequent appeals. StopWaste's participating members have also all opted in, to identical penalty and appeals provisions, such that StopWaste's approach is uniform throughout the County. If the ZWM Board maintains that ZWM should be the responsible party for issuance of penalties and handling of appeals, uniform amendments to the member agency municipal code provisions for mandatory organics recycling enforcement will be necessary.

### **ZWM Procurement of Compost Meeting Requirements for Members**

Another primary revision to the letter agreement involved the recovered organic waste product procurement requirement. The March 16 draft letter agreement stated that ZWM would help the member agencies with procurement efforts, but that ultimate fulfillment of the requirement would remain with the members. Now, the letter agreement would have ZWM purchase recovered organic waste products

to fulfill the annual procurement requirement for the member agencies such that no other efforts would be necessary at the member agency level.

This revision was made as a result of financial projections prepared by R3 demonstrating that full compliance with these requirements for all members could be accomplished by ZWM at low relative cost. For example, R3's analysis concludes that ZWM could work with an organization like Zero Foodprint (<https://www.zerofoodprint.org/>) to fulfill the requirement at a cost of \$140,000 in 2023, \$320,000 in 2024, and \$515,000 in 2025 (and thereafter).

These amounts could be offset if the member agencies were to procure compost or other recycled organic waste products on their own; however, given ZWM's ability to fund and fulfill the requirements for all members, and the Board's general direction to have ZWM take responsibility for compliance activities where possible, planning to fully meet the procurement requirement seemed the most prudent pathway.

**Other Revisions:**

Other minor revisions to the letter agreement were also made in response to comments, including:

- Having ZWM provide a standardized compliant form for use by the member agencies.
- Clarifying that ZWM outreach and education would be provided in English and Spanish.
- Providing clarifications to how ZWM's monitoring of organic waste generators would occur.

Upon execution of the letter agreements with the member agencies, the Executive Director and R3 will finalize the details of a FY 2023-24 Work Plan (referenced in the letter agreement) and associated budget estimates that will be included in the proposed FY 2023-24 ZWM Budget. The draft FY 2023-24 budget is planned to be presented to the Board during the May Board meeting, and the projected resource needs associated with execution of the letter agreements will be included in the draft budget.

**Recommended Actions:**

In consideration of the above, it is requested that the ZWM Board direct the Executive Director to execute the final agreements with the member agencies.

Attachments:

1. Final SB 1383 Letter Agreement
2. Final SB 1383 Responsibilities Matrix
3. Tracked Changes Version of Final SB 1383 Letter Agreement Compared to March 16, 2023 Draft

---

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\_\_\_\_\_

Abstentions: \_\_\_\_\_

[Jurisdiction Letterhead]

[Date]

Kimberly Scheibly,  
Executive Director  
Zero Waste Marin

San Rafael, CA

Dear Kimberly:

CCR, Section 18981.2 allows a local jurisdiction to make arrangements with a public or private designee to carry out some of the MEMBER's SB 1383 responsibilities. One exception to this is that a private entity may not be designated to impose civil penalties. Per the MEMBER's adopted Ordinance #\_\_\_\_\_, the MEMBER's Governing Board of the [\_\_\_\_\_] has authorized the Marin County Hazardous and Solid Waste Management Joint Powers Authority, also known as Zero Waste Marin (ZWM) to be a designee, under the condition that it agree to such, for the purposes of carrying out various responsibilities in connection with the MEMBER's compliance with the SB 1383 regulations. If ZWM agrees to accept that authority and designation on the terms below, please sign a copy of this letter, and return it to me.

On behalf of MEMBER, ZWM has agreed to implement the SB 1383 actions outlined in this letter. Specifics regarding programs and services provided by ZWM shall be detailed in an annual SB 1383 Work Plan reviewed and approved by the Board with its annual budget. These actions shall be reviewed at least annually and may be updated as the workplan is revised.

## **1. Technical Assistance**

### **A. Education and Outreach**

ZWM shall conduct the following education and outreach on behalf of the MEMBER. ZWM shall maintain and annually update on its website general information on how to comply with SB 1383 regulations, including the following. The following information shall be provided in English and Spanish. This may be in addition to similar information provided by the MEMBER and the haulers, on their websites.

- a) Information on organic waste generators' requirements to properly separate materials in appropriate containers as required by 14 CCR18985.1 (1)
- b) Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, as required by 14 CCR18985.1 (2)

- c) Information regarding methane reduction benefits of reducing landfill disposal of organic waste, as required by 14 CCR18985.1 (3)
- d) Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste, as required by 14 CCR18985.1 (5)
- e) Information regarding programs for the donation of edible food as required by 14 CCR18985.1 (6)
- f) Information regarding self-hauling requirements required by 14 CCR18985.1(7)
- g) ZWM's website shall include information on a)-f) above as required by 14 CCR 18985.1, as well as a list of haulers, organics processing facilities, and food recovery organizations and services operating in the County as required by 14 CCR18985.2

#### B. Reporting

- a) ZWM shall develop and submit the organic waste recycling capacity Report required under 14 CCR18992.1 and the edible food capacity report under the prescribed schedule in 14 CCR18992.3. If insufficient organics processing or edible food processing capacity is identified, ZWM shall notify the MEMBER and work with the MEMBER to create an implementation plan to expand capacity as required by 14 CCR18992.1(d). ZWM shall conduct community outreach regarding locations being considered for new or expanded facilities, operations, or activities to seek feedback on the benefits and impacts that may be associated with new or expanded facilities, operations, or activities as required by 14 CCR18992.1 (c)(3).
- b) ZWM shall submit the MEMBER annual reports to CalRecycle required under 14 CCR 18994.1 and 18994.2. ZWM shall provide a draft copy of such reports to the MEMBER's representative for its review and approval at least 14 days prior to the applicable reporting deadlines set forth in these sections. Such reports are due on or before August 1 each year, , starting on August 1, 2023, covering the entire previous calendar year.
- c) The MEMBER shall be responsible for requiring that their hauler and/or facility provide the needed information to ZWM for the annual report in a timely manner as requested by ZWM. The MEMBER shall request their haulers/facilities to input required information into a ZWM approved spreadsheet template or into an online database for ZWM to use/access on a schedule to be provided by ZWM, and to provide other needed information for annual reporting. The MEMBER shall also be responsible for providing the following information to ZWM using an

approved spreadsheet template or into an online database for ZWM to use/access for the annual report, on a timely basis, as requested by ZWM, but no later than June 1 of each year:

1. Number of projects subject to the Model Water Efficient Landscape Ordinance (MWELo) as required by 14 CCR18989.2
  2. Number of construction and demolition debris removal activities conducted in compliance with CALGreen as required by 14 CCR18989.1
  3. Tons of organic waste product (SB 1383 eligible) procured as required by 14 CCR 18993.1
  4. Documentation and labels of recycled content products purchased that meet the 30% post-consumer recycled content requirement as required by 14 CCR18993.3
  5. Education/outreach conducted, in addition to that provided by the hauler, if any
  6. Waivers issued by the MEMBER
  7. Complaints received and investigated
- d) The MEMBER shall be responsible for maintaining their own required implementation record as required under 14 CCR 18995.2.
- e) The MEMBER shall be responsible for maintaining Waiver evaluation/approval as required under 14 CCR 18984.11.
- f) The MEMBER shall be responsible for a self-haul program and shall maintain a copy of requirements for self-haulers and any documentation required from self-haulers as required under 14 CCR 18988.3.

## **2. Recovered Organic Waste Product Procurement**

- A. ZWM shall partner with the MEMBER and facilitate the procurement of all of their required organic waste product procurement target under SB 1383. ZWM shall work with MEMBER to identify sites for usage of compost allocation provided by franchise agreements as required by 14 CCR 18993.1.
- B. ZWM shall investigate opportunities for procurement projects for adoption by interested MEMBERS, including the potential to procure compost through a compost application broker, which may be used inside or outside of the County, and the potential to work with Marin Municipal Water District, via direct service provider agreements, to obtain credit for mulch purchased through their lawn to garden programs. ZWM shall also work with each MEMBER to coordinate potential uses of compost resulting from ZWM's current project with PlaceWorks.

- C. ZWM shall investigate sites where compost and mulch could be applied in the County. ZWM shall investigate the potential for projects to be structured in such a way that could allow ZWM to procure the compost on behalf of each MEMBER. The MEMBER would then obtain procurement credit for a share of qualifying recovered organic waste products procured by ZWM. Shares would be allocated based on population. ZWM shall provide additional information on these projects as it becomes available.
- D. ZWM anticipates being able to help the MEMBER fully meet their target through these efforts and MEMBER should also pursue their own efforts to procure organic waste products through activities such as compost giveaways and establishing community compost hubs and or direct service provider contracts to procure organic waste products on behalf of the MEMBER.
- E. MEMBER shall be responsible for the purchase of recycled content paper and the maintenance of those records within the implementation record as required by 14 CCR 18993.3 (b & c)

### **3. Edible Food Recovery Program**

A. ZWM shall coordinate and implement the SB 1383 Regulations' edible food recovery program requirements to which jurisdictions are subject under 14 CCR 18991.1–18991.2. The Parties agree that these requirements may be wholly or partially satisfied by agreement with the County or other third parties. ZWM's duties shall include but are not limited to: identification of tier 1 and 2 generators, assessment of existing capacity for Edible Food recovery, inspection of commercial edible food generators for compliance, and enforcement.

a) Outreach to tier 1 and 2 generators.

ZWM shall identify a public or private entity to conduct outreach to tier 1 and 2 generators on their responsibilities to donate edible food and/or conduct electronic outreach to such generators.

b) Compliance monitoring and inspections of tier 1 and tier 2 generators.

ZWM shall identify a public or private entity to monitor compliance by conducting inspections of tier 1 generators beginning as soon as such an agreement is finalized, and tier 2 generators beginning January 1, 2024.

c) Enforcement of violations by tier 1 and 2 generators.

ZWM shall identify a public or private entity to draft notices of violation as appropriate, for final issuance by the MEMBER.

B.ZWM shall work to find a partner to implement the above activities as part of a Countywide edible food recovery program on behalf of its MEMBER. Such a partner could be the County Environmental Health Department, if they are amenable to an agreement or a private consultant, or both for different tasks. Agreements may take the form of an MOU or other written agreement that ZWM would help to facilitate between the contracted party and the MEMBER for implementation of an inspection and enforcement program for commercial edible food generators and food recovery organizations and services.

#### 4. Enforcement

A. ZWM shall function as a designated SB 1383 enforcement representative for the MEMBERS by performing the following actions:

- a) **Monitoring:** Monitoring compliance of commercial generators, commercial edible food generators, food recovery organizations and food recovery services. Monitoring will be conducted based on reports of potential non-compliance reported to ZWM by MEMBER, MEMBER'S solid waste hauler, anonymous complaint forms, and/or by the entity engaged by ZWM to conduct Edible Food Recovery Program services per Section 3. It is anticipated that reports of potential non-compliance will be based on inspections conducted in accordance with SB 1383 Regulations 14 CCR 18995.1 by MEMBER, MEMBER'S solid waste hauler, and/or by the entity engaged by ZWM to conduct Edible Food Recovery Program services per Section 3. ZWM may collaborate with MEMBER and/or a hauler in such inspections, where appropriate; and
- b) **Notices of Violation:** Issuing notice of violations to commercial generators, commercial edible food generators, haulers, food recovery organizations and food recovery services, based on reports provided by the entities conducting the inspections, including haulers, contractors and other public entities. These notices of violation may be drafted by a contracted third party or other public entity who has conducted such inspections identifying such violation. A copy of any notices of violations issued shall be provided to MEMBER within ten (10) working days of issuance and the notice of violation shall be documented in the implementation record. ZWM may collaborate with MEMBER and/or a hauler before issuance of a notice of violation where appropriate. It shall not be appropriate to collaborate with a hauler where it is the subject of the enforcement action. If the violator fails to comply with the notice of violation within the deadline set forth therein, ZWM shall refer the matter to MEMBER to impose penalties pursuant to the SB 1383 regulations and the MEMBER's own SB 1383 ordinance and the MEMBER shall function as the enforcement entity in that matter thereafter. One possible exception to this is enforcement of commercial edible food generator violations which may be conducted by the Department of Environmental Health under a yet to be agreed upon MOU for such services.



- c) Emergency Circumstances – Waivers for MEMBER: ZWM shall notify CalRecycle and apply for a waiver to landfill organics if MEMBER experiences a natural disaster, uses a recyclable materials or Organic Waste processing facility that has a temporary operational failure, or unforeseen operational restrictions have been imposed upon it by a regulatory MEMBER pursuant to 14 CCR 18984.13.
- d) MEMBER shall develop and maintain an anonymous complaint form and submittal process for submittal of complaints relating to SB 1383 violations as required by 14 CCR 18995.3. Valid complaints shall be submitted to ZWM for investigation and resolution. ZWM shall develop an anonymous complaint form portal that can be linked to on MEMBER websites for MEMBERS to consolidate the complaint submittal process.

The MEMBER understands that ZWM's acceptance of the MEMBER's authorization and performance of the tasks above is conditioned on the following:

1. MEMBER cooperation. The MEMBER shall cooperate in good faith with the ZWM in administering implementation of the SB 1383 Regulations. This may include cooperating on the development of processes for implementation activities, distribution of educational materials, and data exchange.
2. MEMBER responsibility. MEMBER shall be responsible for all other applicable SB 1383 requirements not expressly delegated to and accepted by ZWM as set forth herein, including those in the annual Work Plan. If the MEMBER requests that ZWM accept an additional SB 1383 regulatory responsibility or perform an additional requirement, the Parties shall meet and confer regarding the request and implementation, if ZWM is willing to do so. The MEMBER understands that in accordance with section 18981.2 (c) of the SB 1383 Regulations, the MEMBER remains ultimately responsible for compliance with the requirements of the SB1383 Regulations.
3. Sharing of information. Within thirty (30) days of a request by ZWM, or as soon thereafter as such information is available to MEMBER, the MEMBER shall share with ZWM all data, documents, contact information for commercial edible food generators within its jurisdiction, or any other information necessary for ZWM to carry out the responsibilities delegated to it in this MOU.
4. Staffing and funding; coordination of work; reimbursement of MEMBER for performance of work. In order for ZWM to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this letter of designation, the parties agree that ZWM's costs associated with its responsibilities under this letter and the other letters of designation shall be funded through ZWM's budget and rate setting process, except as otherwise specified herein. These costs may include ZWM's cost to engage independent contractors to perform some or all of the duties delegated to it herein and to develop agreements. Budget changes related to this letter shall be integrated into ZWM's regular budget process, as approved by the Board of Directors.

5. Liabilities and Penalties. For avoidance of doubt, the MEMBERS and ZWM hereby indicate that any liabilities and penalties arising from SB 1383 regulations requirements shall not be payable by ZWM or the County as ZWM's host MEMBER. The MEMBER is responsible for any failure to meet their obligations stated in the SB 1383 Regulations.

Nothing in this Section shall prevent either the MEMBER or ZWM from challenging CalRecycle enforcement activities. In the event that the MEMBER or ZWM intends to challenge CalRecycle's imposition of a penalty imposed on the MEMBER, the MEMBER shall reasonably cooperate and assist ZWM in its legal challenge. Without limiting the generality of the foregoing, the MEMBER shall promptly share any notices of violation or accusation issued pursuant to 14 CCR 18997.5 that it receives related to any alleged violations.

6. The MEMBER or ZWM may terminate this agreement upon 180 days' notice in writing to the other party, at which time the parties shall consider negotiation of a new agreement if such negotiations have not already commenced.

7. The primary representatives of the parties for administration of this agreement are:

	<b>MEMBER</b>	<b>ZWM</b>
Primary Representative:		Kimberly Scheibly Executive Director
Address:		
Telephone:		
E-mail:		

The names and contact information of primary representative may be updated by notice from a party to the other party. All communications by a party to another party shall be in writing and shall be effective upon (i) receipt of an e-mail confirming receipt of the initial communication if sent by e-mail, (ii) personal delivery or by express delivery or courier to the address set forth above, or (ii) when deposited in the U.S. Mail, first class, registered or certified mail, return receipt requested, to the address set forth above.

We look forward to working with the ZWM on this important undertaking.

Signed on behalf of MEMBER agency by,

[Print Name], MEMBER Manager, Zero Waste Marin Board Member

**Accepted and agreed:**

\_\_\_\_\_  
Kimberly Scheibly, Executive Director  
Zero Waste Marin

\_\_\_\_\_  
Date

**SB 1383 MOU Responsibilities Matrix**  
**March 2023**

Section Reference	Requirement Type	ZW Marin Responsibility	MEMBER Responsibility	Hauler Responsibility
Technical Assistance				
18984.5 (b)-(c)	<b>Contamination Monitoring/Waste Evaluation</b>	N/A	Require haulers to perform route reviews or waste evaluations via franchise agreement	Conduct route reviews on a regular basis to verify compliance. Provide education to non-compliant generators. Notify ZWM and MEMBER of contamination records and keep record of route reviews.
18985.1 (a)(1-7)	<b>Education and Outreach Annual Notice</b>	Provide standardized annual notice information on the ZWM website for MEMBERS, Special Districts and haulers to link to.	Require haulers to provide annual notice all customers and include all annual notice details on their websites via franchise agreement. MEMBERS should also post annual notice information on their websites and through community outreach avenues.	Provide annual notice to all generators at least once annually through newsletters, mailings, billings and website outreach
18985.2	<b>Edible Food Recovery</b>	Develop and maintain list of food recovery agencies and food recovery services on ZWM's edible food recovery webpage	Link to ZW Marin's edible food recovery webpage or develop own webpage to meet requirements	N/A
18992.1 (d)	<b>Organic Waste Recycling Capacity Planning</b>	Conducted initial analysis verifying currently capacity. Conduct analysis again in 2024, 2029 and 2034	Respond to ZWM data request for analysis in 2024, 2029 and 2034	Respond to ZWM data request for analysis in 2024, 2029 and 2034
18992.2 (c)	<b>Edible Food Recovery Capacity Planning</b>	Conducted initial analysis. Update/expand while developing Edible Food Recovery Program . Conduct analysis again in 2024, 2029 and 2034	Respond to ZWM data request for analysis in 2024, 2029 and 2034	Respond to ZWM data request for analysis in 2024, 2029 and 2034
18994.2 (a)	<b>Reporting</b>	Compile Information from haulers, MEMBERS and Special Districts to report to CalRecycle by August 1st	Respond to ZW Marin Electronic Annual Report Data request each June 1st	Respond to ZW Marin Electronic Annual Report Data request each June 1st
18989.1(a)	<b>Enforceable Ordinance</b>	Provide support for MEMBERS' CalGreen Programs. Solicit Reporting numbers from MEMBERS as part of Electronic Annual Report Process	MEMBERS facilitate CalGreen Construction and Demolition Diversion Programs, track compliant programs and provide data to ZWM for Electronic Annual Report	Provide Agencies with weight tags and respond to Construction and Demolition questions from Agencies and ZW Marin
18989.2(a)	<b>Enforceable Ordinance</b>	Request MWELO information from MMWD annually to be included in Electronic Annual Report to CalRecycle	MEMBERS to identify MWELO projects and work with MMWD to ensure compliance process is working	N/A

Section Reference	Requirement Type	ZW Marin Responsibility	MEMBER Responsibility	Hauler Responsibility
18995.2	<b>Implementation Record</b>	Provide implementation record tracking template for data to be entered into directly or to be used with tracking software to all MEMBERS and Special Districts, maintain regional aspects of records, and work with MEMBERS, Special Districts and haulers to coordinate submittal of required information	Maintain implementation record, including copies of ordinances, agreements, procurement record, waivers, and MEMBER provided educational outreach	Respond to ZWM Requests for data that needs to be uploaded to the implementation record
18984.11	<b>Waivers</b>	Provide implementation record tracking template for data to be entered into directly or to be used with tracking software to MEMBERS and Special Districts to track waivers	Provide follow up inspection of generator and issue waivers to those generators	Provide recommendations of generators that qualify for a waiver and/or evaluation of generators that requested waiver
18988.3	<b>Self hauling</b>	Provide electronic implementation record for recordkeeping and tracking	Maintain requirements for self haulers and any documentation required from self haulers	N/A
<b>Recovered Organic Waste Product Procurement</b>				
18993.1 (a) (e)	<b>Recovered Organic Waste Product Procurement</b>	ZWM shall budget and plan to meet the Recovered Organic Waste Product Procurement Requirement on behalf of MEMBERS. Coordinate Placeworks contract analyzing compost application sites in Marin County. Budget for procurement of Recovered Organic Waste Products for use and distribution on behalf of the MEMBERS. ZWM to provide MEMBER with tools, grant funds, and potential strategies to assist in meeting compliance target.	MEMBERS shall use of recovered organic waste products and encourage community use of those products, institute Direct Service Provider Agreements for compost application, and have hauler provide qualified compost annually to help meet target via franchise agreement. MEMBER shall document all procurement of compost and applied uses to supplement/offset Recovered Organic Waste Products Procured by ZWM.	Provide Qualified Compost to MEMBERS as directed by franchise agreements
18993.3 (b & c)	<b>Recycled Paper Content Procurement</b>	Provide implementation record software to MEMBERS and Special Districts to record where labels and receipts are saved	Buy recycled content paper and janitorial supplies and keep records, labels and receipts in a designated location.	N/A
<b>Edible Food Recovery Program</b>				
18985.2 (a)	<b>Edible Food Recovery</b>	Develop and maintain list of food recovery agencies and food recovery services on ZWM's edible food recovery webpage	Link to ZW Marin's edible food recovery webpage or develop own webpage to meet requirements	N/A
18985.1 (a)	<b>Organic Waste Generators &amp; Edible Food Recovery</b>	Provide annual notice SB1383 requirements on website for MEMBERS and Special Districts to link to	Include annual notice requirement via franchise agreement	Provide annual notice to all generators at least once annually through newsletters, mailings, billings and website outreach
18991.1	<b>Edible Food Recovery</b>	Develop an edible food recovery program through use of an outside contractor or through a contract with the County's Department of Environmental Health.	Provide ZWM with records of tier 1 generator inspections and outreach already conducted	Assist in development and maintenance of tier 1 and tier 2 generator lists
<b>Enforcement</b>				
18995.1 (a) (1) (A)	<b>Enforcement</b>	Include required hauler data in the Electronic Annual Report.	Require haulers to conduct annual compliance review via franchise agreement	Perform compliance review and site visits to non compliant accounts.

Section Reference	Requirement Type	ZW Marin Responsibility	MEMBER Responsibility	Hauler Responsibility
18995.1 (a) (2)	<b>Enforcement</b>	Partner with the County Department of Environmental Health or an outside contractor to develop the edible food recovery program and perform inspections of generators.	Provide ZWM with records of tier 1 generator inspections and outreach already conducted	N/A
18995.1 (a) (3)	<b>Enforcement</b>	ZWM shall develop a consolidated anonymous complaint form for MEMBERS to link to. ZWM enforcement coordination can be brought into this process when MEMBER, Special District or hauler need assistance.	Develop link to ZWM consolidated anonymous complaint form on website for reporting of non-compliance with SB 1383. Ensure follow up on complaints occur within 90 days.	Provide current service levels and records for any complaints. Assist MEMBER/ZWM with follow up with generators.
18995.1 (a) (4)	<b>Enforcement</b>	Provide implementation record tracking template for data to be entered into directly or to be used with tracking software to MEMBERS and Special Districts to track violations and outreach conducted.	Require hauler to provide outreach to generators that have violations via franchise agreement.	Provide applicable educational outreach to generators that have been identified as having violations.
18995.1 (a) (5)	<b>Enforcement</b>	Issue NOV's for non compliance through a staff position, outside contractor or designated MEMBER.	MEMBERS must issue any penalties for non compliance beyond the required compliance date.	Respond to ZWM data request for about potential violations. Notify MEMBER and ZWM of potential violations
18995.1 (a) (6)	<b>Enforcement</b>	Provide implementation record tracking template for data to be entered into directly or to be used with tracking software to MEMBERS and Special Districts to track waivers.	Provided updated service level lists for generators that have a waiver.	Provided updated service level lists for generators that have a waiver.
18995.1 (b)	<b>Enforcement</b>	Compile MEMBER, Special District and hauler data and report on number of route reviews conducted in the Electronic Annual Report	Require hauler to conduct route reviews through Franchise Agreement Language. Check with hauler to ensure route reviews are being conducted regularly.	Conduct route reviews on a regular basis to verify compliance. Provide education to non-compliant generators. Notify ZWM and MEMBER of contamination records and keep record of route reviews.
18995.3	<b>Enforcement</b>	Provide implementation record tracking template for data to be entered into directly or to be used with tracking software to MEMBERS and Special Districts to track complaints. Develop enforcement procedures and process for issuing NOV's for non compliance.	Provide a procedure for receipt and investigation of anonymous written complaints. Track complaint resolution, educational materials distributed, and provide any NOV's issued in Implementation Record Software	Provided updated service level lists for generators that have a waiver.

[Jurisdiction Letterhead]

[Date]

Kimberly Scheibly,  
Executive Director  
Zero Waste Marin

San Rafael, CA

Dear Kimberly:

CCR, Section 18981.2 allows a local jurisdiction to make arrangements with a public or private designee to carry out some of the MEMBER's SB 1383 responsibilities. One exception to this is that a private entity may not be designated to impose civil penalties. Per the MEMBER's adopted Ordinance #\_\_\_\_\_, the MEMBER's Governing Board of the [\_\_\_\_\_] has authorized the Marin County Hazardous and Solid Waste Management Joint Powers Authority, also known as Zero Waste Marin (ZWM) to be a designee, under the condition that it agree to such, for the purposes of carrying out various responsibilities in connection with the MEMBER's compliance with the SB 1383 regulations. If ZWM agrees to accept that authority and designation on the terms below, please sign a copy of this letter, and return it to me.

On behalf of MEMBER, ZWM has agreed to implement the SB 1383 actions outlined in this letter. Specifics regarding programs and services provided by ZWM shall be detailed in an annual SB 1383 Work Plan reviewed and approved by the Board with its annual budget. These actions shall be reviewed at least annually and may be updated as the workplan is revised.

## **1. Technical Assistance**

### **A. Education and Outreach**

ZWM shall conduct the following education and outreach on behalf of the MEMBER. ZWM shall maintain and annually update on its website general information on how to comply with SB 1383 regulations, including the following. The following information shall be provided in English and Spanish. This may be in addition to similar information provided by the MEMBER and the haulers, on their websites.

- a) Information on organic waste generators' requirements to properly separate materials in appropriate containers as required by 14 CCR18985.1 (1)
- b) Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, as required by 14 CCR18985.1 (2)

- c) Information regarding methane reduction benefits of reducing landfill disposal of organic waste, as required by 14 CCR18985.1 (3)
- d) Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste, as required by 14 CCR18985.1 (5)
- e) Information regarding programs for the donation of edible food as required by 14 CCR18985.1 (6)
- f) Information regarding self-hauling requirements required by 14 CCR18985.1(7)
- g) ZWM's website shall include information on a)-f) above as required by 14 CCR 18985.1, as well as a list of haulers, organics processing facilities, and food recovery organizations and services operating in the County as required by 14 CCR18985.2

#### B. Reporting

- a) ZWM shall develop and submit the organic waste recycling capacity Report required under 14 CCR18992.1 and the edible food capacity report under the prescribed schedule in 14 CCR18992.3. If insufficient organics processing or edible food processing capacity is identified, ZWM shall notify the MEMBER and work with the MEMBER to create an implementation plan to expand capacity as required by 14 CCR18992.1(d). ZWM shall conduct community outreach regarding locations being considered for new or expanded facilities, operations, or activities to seek feedback on the benefits and impacts that may be associated with new or expanded facilities, operations, or activities as required by 14 CCR18992.1 (c)(3).
- b) ZWM shall submit the MEMBER annual reports to CalRecycle required under 14 CCR 18994.1 and 18994.2. ZWM shall provide a draft copy of such reports to the MEMBER's representative for its review and approval at least 14 days prior to the applicable reporting deadlines set forth in these sections. Such reports are due on or before August 1 each year, , starting on August 1, 2023, covering the entire previous calendar year.
- c) The MEMBER shall be responsible for requiring that their hauler and/or facility provide the needed information to ZWM for the annual report in a timely manner as requested by ZWM. The MEMBER shall request their haulers/facilities to input required information into a ZWM approved spreadsheet template or into an online database for ZWM to use/access on a schedule to be provided by ZWM, and to provide other needed information for annual reporting. The MEMBER shall also be responsible for providing the following information to ZWM using an

approved spreadsheet template or into an online database for ZWM to use/access for the annual report, on a timely basis, as requested by ZWM, but no later than June 1 of each year:

1. Number of projects subject to the Model Water Efficient Landscape Ordinance (MWELo) as required by 14 CCR18989.2
  2. Number of construction and demolition debris removal activities conducted in compliance with CALGreen as required by 14 CCR18989.1
  3. Tons of organic waste product (SB 1383 eligible) procured as required by 14 CCR 18993.1
  4. Documentation and labels of recycled content products purchased that meet the 30% post-consumer recycled content requirement as required by 14 CCR18993.3
  5. Education/outreach conducted, in addition to that provided by the hauler, if any
  6. Waivers issued by the MEMBER
  7. Complaints received and investigated
- d) The MEMBER shall be responsible for maintaining their own required implementation record as required under 14 CCR 18995.2.
- e) The MEMBER shall be responsible for maintaining Waiver evaluation/approval as required under 14 CCR 18984.11.
- f) The MEMBER shall be responsible for a self-haul program and shall maintain a copy of requirements for self-haulers and any documentation required from self-haulers as required under 14 CCR 18988.3.

## **2. Recovered Organic Waste Product Procurement**

- A. ZWM shall partner with the MEMBER and facilitate the procurement of all of their required organic waste product procurement target under SB 1383. ZWM shall work with MEMBER to identify sites for usage of compost allocation provided by franchise agreements as required by 14 CCR 18993.1.
- B. ZWM shall investigate opportunities for procurement projects for adoption by interested MEMBERS, including the potential to procure compost through a compost application broker, which may be used inside or outside of the County, and the potential to work with Marin Municipal Water District, via direct service provider agreements, to obtain credit for mulch purchased through their lawn to garden programs. ZWM shall also work with each MEMBER to coordinate potential uses of compost resulting from ZWM's current project with PlaceWorks.



- C. ZWM shall investigate sites where compost and mulch could be applied in the County. ZWM shall investigate the potential for projects to be structured in such a way that could allow ZWM to procure the compost on behalf of each MEMBER. The MEMBER would then obtain procurement credit for a share of qualifying recovered organic waste products procured by ZWM. Shares would be allocated based on population. ZWM shall provide additional information on these projects as it becomes available.
- D. ZWM anticipates being able to help the MEMBER fully meet their target through these efforts and MEMBER should also pursue their own efforts to procure organic waste products through activities such as compost giveaways and establishing community compost hubs and or direct service provider contracts to procure organic waste products on behalf of the MEMBER.
- E. MEMBER shall be responsible for the purchase of recycled content paper and the maintenance of those records within the implementation record as required by 14 CCR 18993.3 (b & c)

### **3. Edible Food Recovery Program**

A. ZWM shall coordinate and implement the SB 1383 Regulations' edible food recovery program requirements to which jurisdictions are subject under 14 CCR 18991.1–18991.2. The Parties agree that these requirements may be wholly or partially satisfied by agreement with the County or other third parties. ZWM's duties shall include but are not limited to: identification of tier 1 and 2 generators, assessment of existing capacity for Edible Food recovery, inspection of commercial edible food generators for compliance, and enforcement.

a) Outreach to tier 1 and 2 generators.

ZWM shall identify a public or private entity to conduct outreach to tier 1 and 2 generators on their responsibilities to donate edible food and/or conduct electronic outreach to such generators.

b) Compliance monitoring and inspections of tier 1 and tier 2 generators.

ZWM shall identify a public or private entity to monitor compliance by conducting inspections of tier 1 generators beginning as soon as such an agreement is finalized, and tier 2 generators beginning January 1, 2024.

c) Enforcement of violations by tier 1 and 2 generators.

ZWM shall identify a public or private entity to draft notices of violation as appropriate, for final issuance by the MEMBER.

B.ZWM shall work to find a partner to implement the above activities as part of a Countywide edible food recovery program on behalf of its MEMBER. Such a partner could be the County Environmental Health Department, if they are amenable to an agreement or a private consultant, or both for different tasks. Agreements may take the form of an MOU or other written agreement that ZWM would help to facilitate between the contracted party and the MEMBER for implementation of an inspection and enforcement program for commercial edible food generators and food recovery organizations and services.

#### 4. Enforcement

A. ZWM shall function as a designated SB 1383 enforcement representative for the MEMBERS by performing the following actions:

- a) **Monitoring:** Monitoring compliance of commercial generators, commercial edible food generators, food recovery organizations and food recovery services. Monitoring will be conducted based on reports of potential non-compliance reported to ZWM by MEMBER, MEMBER'S solid waste hauler, anonymous complaint forms, and/or by the entity engaged by ZWM to conduct Edible Food Recovery Program services per Section 3. It is anticipated that reports of potential non-compliance will be based on inspections conducted in accordance with SB 1383 Regulations 14 CCR 18995.1 by MEMBER, MEMBER'S solid waste hauler, and/or by the entity engaged by ZWM to conduct Edible Food Recovery Program services per Section 3. ZWM may collaborate with MEMBER and/or a hauler in such inspections, where appropriate; and
- b) **Notices of Violation:** Issuing notice of violations to commercial generators, commercial edible food generators, haulers, food recovery organizations and food recovery services, based on reports provided by the entities conducting the inspections, including haulers, contractors and other public entities. These notices of violation may be drafted by a contracted third party or other public entity who has conducted such inspections identifying such violation. A copy of any notices of violations issued shall be provided to MEMBER within ten (10) working days of issuance and the notice of violation shall be documented in the implementation record. ZWM may collaborate with MEMBER and/or a hauler before issuance of a notice of violation where appropriate. It shall not be appropriate to collaborate with a hauler where it is the subject of the enforcement action. If the violator fails to comply with the notice of violation within the deadline set forth therein, ZWM shall refer the matter to MEMBER to impose penalties pursuant to the SB 1383 regulations and the MEMBER's own SB 1383 ordinance and the MEMBER shall function as the enforcement entity in that matter thereafter. One possible exception to this is enforcement of commercial edible food generator violations which may be conducted by the Department of Environmental Health under a yet to be agreed upon MOU for such services.

- c) Emergency Circumstances – Waivers for MEMBER: ZWM shall notify CalRecycle and apply for a waiver to landfill organics if MEMBER experiences a natural disaster, uses a recyclable materials or Organic Waste processing facility that has a temporary operational failure, or unforeseen operational restrictions have been imposed upon it by a regulatory MEMBER pursuant to 14 CCR 18984.13.
- d) MEMBER shall develop and maintain an anonymous complaint form and submittal process for submittal of complaints relating to SB 1383 violations as required by 14 CCR 18995.3. Valid complaints shall be submitted to ZWM for investigation and resolution. ZWM shall develop an anonymous complaint form portal that can be linked to on MEMBER websites for MEMBERS to consolidate the complaint submittal process.

The MEMBER understands that ZWM's acceptance of the MEMBER's authorization and performance of the tasks above is conditioned on the following:

1. MEMBER cooperation. The MEMBER shall cooperate in good faith with the ZWM in administering implementation of the SB 1383 Regulations. This may include cooperating on the development of processes for implementation activities, distribution of educational materials, and data exchange.
2. MEMBER responsibility. MEMBER shall be responsible for all other applicable SB 1383 requirements not expressly delegated to and accepted by ZWM as set forth herein, including those in the annual Work Plan. If the MEMBER requests that ZWM accept an additional SB 1383 regulatory responsibility or perform an additional requirement, the Parties shall meet and confer regarding the request and implementation, if ZWM is willing to do so. The MEMBER understands that in accordance with section 18981.2 (c) of the SB 1383 Regulations, the MEMBER remains ultimately responsible for compliance with the requirements of the SB1383 Regulations.
3. Sharing of information. Within thirty (30) days of a request by ZWM, or as soon thereafter as such information is available to MEMBER, the MEMBER shall share with ZWM all data, documents, contact information for commercial edible food generators within its jurisdiction, or any other information necessary for ZWM to carry out the responsibilities delegated to it in this MOU.
4. Staffing and funding; coordination of work; reimbursement of MEMBER for performance of work. In order for ZWM to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this letter of designation, the parties agree that ZWM's costs associated with its responsibilities under this letter and the other letters of designation shall be funded through ZWM's budget and rate setting process, except as otherwise specified herein. These costs may include ZWM's cost to engage independent contractors to perform some or all of the duties delegated to it herein and to develop agreements. Budget changes related to this letter shall be integrated into ZWM's regular budget process, as approved by the Board of Directors.

5. Liabilities and Penalties. For avoidance of doubt, the MEMBERS and ZWM hereby indicate that any liabilities and penalties arising from SB 1383 regulations requirements shall not be payable by ZWM or the County as ZWM's host MEMBER. The MEMBER is responsible for any failure to meet their obligations stated in the SB 1383 Regulations.

Nothing in this Section shall prevent either the MEMBER or ZWM from challenging CalRecycle enforcement activities. In the event that the MEMBER or ZWM intends to challenge CalRecycle's imposition of a penalty imposed on the MEMBER, the MEMBER shall reasonably cooperate and assist ZWM in its legal challenge. Without limiting the generality of the foregoing, the MEMBER shall promptly share any notices of violation or accusation issued pursuant to 14 CCR 18997.5 that it receives related to any alleged violations.

6. The MEMBER or ZWM may terminate this agreement upon 180 days' notice in writing to the other party, at which time the parties shall consider negotiation of a new agreement if such negotiations have not already commenced.
7. The primary representatives of the parties for administration of this agreement are:

	<b>MEMBER</b>	<b>ZWM</b>
Primary Representative:		Kimberly Scheibly Executive Director
Address:		
Telephone:		
E-mail:		

The names and contact information of primary representative may be updated by notice from a party to the other party. All communications by a party to another party shall be in writing and shall be effective upon (i) receipt of an e-mail confirming receipt of the initial communication if sent by e-mail, (ii) personal delivery or by express delivery or courier to the address set forth above, or (ii) when deposited in the U.S. Mail, first class, registered or certified mail, return receipt requested, to the address set forth above.

We look forward to working with the ZWM on this important undertaking.

Signed on behalf of MEMBER agency by,

[Print Name], MEMBER Manager, Zero Waste Marin Board Member

**Accepted and agreed:**

\_\_\_\_\_  
Kimberly Scheibly, Executive Director  
Zero Waste Marin

\_\_\_\_\_  
Date

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere** Date: April 20, 2023  
**Corte Madera** To: JPA Board of Directors  
**County of Marin** From: Kimberly Scheibly, Executive Director  
 Re: Amendment to JPA 1996 Agreement

**Fairfax**  
**Larkspur**  
**Mill Valley**  
**Novato**  
**Ross**

The County of Marin and the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon WHEREAS, County, Cities and Towns entered into a Revised Hazardous and Solid Waste Joint Powers Agreement ("Agreement") dated July 1, 1996 for the mutual exercise of certain functions to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code.

**San Anselmo**  
**San Rafael**  
**Sausalito**

Historically, the JPA funded the Permanent Household Hazardous Waste Collection Facility (PHHWCF) for Marin (except for Novato) via a contract with the City of San Rafael Fire Department, which in turn contracts with the Marin Recycling & Resource Recovery Association (MRRRA) for the operation of the facility located at 565 Jacoby Street in San Rafael.

**Tiburon**

Effective June 30, 2023, the City of San Rafael desires to terminate its agreement to operate the Household Hazardous Waste program on behalf of the Marin County Hazardous and Solid Waste Management Joint Powers Authority.

As presented in Item #5 of the agenda, the JPA will assume oversight responsibilities for the management of the PHHWCF on July 1, 2023; which precipitated some minor changes in the existing 1996 agreement.

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

Attachments:

1. 1996 JPA Agreement
2. JPA Amendment

### **RECOMENDATION**

Information and discussion item only.

REVISED HAZARDOUS AND SOLID WASTE  
JOINT POWERS AGREEMENT  
COUNTY OF MARIN

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

PREAMBLE

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

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

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

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

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

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

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

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

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

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

## ARTICLE 1: FACTS AND DECLARATIONS

### Solid Waste Management

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

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

### Hazardous Waste Management

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

### Existing Solid Waste Management System

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



#### Role of Districts

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

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

#### Joint Planning and Implementation

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

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

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

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

#### Public Involvement

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

#### Legislation and Markets

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

#### Promoting Cost Effective Programs

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

#### Sharing Of Costs In An Equitable Manner

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

NOW, THEREFORE, the Agencies agree as follows:

### ARTICLE 2: DEFINITIONS

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

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

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

### ARTICLE 3: PURPOSE

#### 3.1 Purpose of Agreement

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

#### 3.2 Purpose of Authority

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

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

### 3.3 Member Programs

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

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

### 4.1 Creation of Authority

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

### 4.2 Separate Entity

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

## ARTICLE 5: POWERS OF THE AUTHORITY

### 5.1 General Powers

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

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

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

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

## 5.2 Specific Powers

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

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

### 5.3 By-Laws

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

## ARTICLE 6: PROGRAMS OF THE AUTHORITY

### 6.1 Basic Programs of the Authority

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

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

### 6.2 Agency Election to Participate in Authority Programs

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

### 6.3 Contract with County and/or Others

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

## ARTICLE 7: ORGANIZATION OF AUTHORITY

### 7.1 Members

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

### 7.2 Board

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

### 7.3 Executive Committee

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

committee members must be from the County, San Rafael, and Novato. One representative shall be selected by the Southern Marin cities of Sausalito, Tiburon, Belvedere and Mill Valley. One representative shall be selected by the Ross Valley cities of Ross, San Anselmo, Fairfax, Larkspur and Corte Madera.

- c. Three members of the Executive Committee shall constitute a quorum for the transaction of business. No action shall be taken by the Executive Committee except upon a majority affirmative vote of the quorum (each member having one vote) of the members of the Executive Committee.
- d. Members shall serve two-year terms and may be reappointed.

#### 7.4 Additional Committees

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

### ARTICLE 8: MEETINGS AND REPORTS

#### 8.1 Board Meetings

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



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

## 8.2 Executive Committee Meetings

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

## 8.3 Other Committee Meetings

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

## 8.4 Progress Reports

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

# ARTICLE 9: FUNDING

## 9:1 Authority Budget

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

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

## 9.2 Funding of the Authority

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

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

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

### 9.3 Duties of Treasurer

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

### 9.4 Debts and Liabilities

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

### 9.5 Disposition of Authority Funds Upon Termination

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

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

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

#### 9.6 Financial Liability of Member Agencies

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

### ARTICLE 10: INDEMNIFICATION

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

#### ARTICLE 11: EFFECTIVE DATE

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

#### ARTICLE 12: TERMINATION

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

#### ARTICLE 13: AMENDMENTS

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

#### ARTICLE 14: WITHDRAWAL

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

#### ARTICLE 15: SEVERABILITY

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

#### ARTICLE 16: NOTICES

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

ARTICLE 17: AGREEMENT COMPLETE

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

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

COUNTY OF MARIN

Date 04-09-96

By: Hansel Zim Jr.

CHAIRMAN

CITY OF BELVEDERE

Date 5.22.96

By: Steven P. Johnson

CITY OF LARKSPUR

Date May 15, 1996

By: Samuel B. Burt

CITY OF MILL VALLEY

Date May 22, 1996

By: John C. ...

CITY OF NOVATO

Date 4/23/96

By: Pat Ellund, Mayor Pro Tem

CITY OF SAN RAFAEL

Date 5/22/96

By: John D. ...

CITY OF SAUSALITO

Date 6/6/96

By: William ...

TOWN OF CORTE MADERA

Date 5/7/96

By: Norman M. Richardson

TOWN OF FAIRFAX

Date 5/22/96

By: Angela ...

TOWN OF ROSS

Date 5/13/96

By: Kelley ...

TOWN OF SAN ANSELMO

Date 5-23-96

By: Beth ...

TOWN OF TIBURON

Date 4/8/96

By: Nancy ...

# EXHIBIT A. 1994 DISPOSAL

	1994 DISPOSAL( tons)			TOTAL TONS
	Garbage & Debris	Self-Haul	Commercial	
Franchised Haulers				
Bay Cities	11,193	N/A	N/A	11,193
Fairfax	4,158	N/A	N/A	4,158
Marin Sanitary	53,007	N/A	N/A	53,007
Mill Valley Refuse	28,074	N/A	N/A	28,074
Novato Disposal	33,272	N/A	N/A	33,272
San Anselmo	7,271	N/A	N/A	7,271
Shoreline	6,742	N/A	N/A	6,742
Tam CSD	2,321	N/A	N/A	2,321
Total Franchised Hauler	146,038	N/A	N/A	146,038
Facilities				
Landfills				
West Marin		1,755	3,879	5,634
Redwood		7,747	15,220	22,967
Total Landfills		9,502	19,099	28,601
MASS Transfer Station			3,722	3,722
Marin Resource Recovery		18,582	6,214	24,796
TOTALS	146,038	28,084	25,313	203,157

**AMENDMENT TO REVISED HAZARDOUS AND  
SOLID WASTE JOINT POWERS  
AGREEMENT COUNTY OF MARIN**

This AMENDMENT, is entered into this \_\_\_ day of \_\_\_\_, 2023 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), and the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

WITNESSETH:

WHEREAS, County, Cities and Towns entered into a Revised Hazardous and Solid Waste Joint Powers Agreement ("Agreement") dated July 1, 1996 for the mutual exercise of certain functions to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code; and

WHEREAS, effective June 30, 2023, the City of San Rafael desires to terminate its agreement to operate the Household Hazardous Waste program on behalf of the Marin County Hazardous and Solid Waste Management Joint Powers Authority; and

WHEREAS, the parties seek to make amendments to the Agreement to clarify the Agreement terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby amend the Agreement as follows:

1. The Second Paragraph of Section A of the Preamble (Scope of the Agreement) is hereby amended and restated in its entirety and shall hereafter be and read as follows:



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

2. Section D of the Preamble (AB 939 Local Task Force) is hereby amended and shall hereafter be and read as follows:

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

3. Article 18 is added to the Agreement as follows:

**ARTICLE 18: DESIGNATED ENTITY**

Except as otherwise permitted by law, and pursuant to Government Code section 6509, the parties hereby designate that the JPA shall be subject to the restrictions upon the manner of exercising its powers that are applicable to the County.

4. This Amendment shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties.

5. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement not specifically modified, amended or superseded herein remain unchanged and in full force and effect.
6. This Amendment may be executed in any number of counterparts, each of which will be entitled to be the original and all of which will constitute one and the same agreement.

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

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**                      Date: April 20, 2023

**Corte Madera**                      To: JPA Board of Directors

                                     From: Kimberly Scheibly, Executive Director

**County of Marin**                      Re: Confirm May and June Board Meetings

**Fairfax**                      It has come to our attention the Marin Managers Association (MMA) may not be meeting for the May 18<sup>th</sup>, 2023 meeting. If this is the case, the JPA Board will need to meet outside of this date to review and advise on the 2023/2024 fiscal year budget.

**Larkspur**

**Mill Valley**                      The Board will also need to confirm a June meeting date to approve the budget. Assuming the MMA is meeting June 15<sup>th</sup>, the JPA Board can do the same.

**Novato**

**Ross**                                      **Recommendation**

**San Anselmo**                      Confirm May and June Board meeting dates.

**San Rafael**

**Sausalito**

**Tiburon**

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstentions: \_\_\_\_\_

*F:\Waste\JPA\JPA Meetings\JPA 4/15/2023 4:33 PM*