

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

Board of Directors Meeting
Thursday, May 19, 2022

11:30 A.M. 1:00 P.M. – Hybrid Format
In-Person: 240 Tamal Vista Boulevard, Suite 108
Online: Participation Instructions on Next Page

AGENDA

Call to Order

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

Consent Calendar (Action) 2 Minutes

2. JPA Board Meeting Minutes from August 26, 2021. (Action)

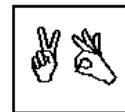
Regular Agenda

3. Introduction of New Interim Executive Director Davidson. (Information Only) 5 Minutes
4. Receive Presentation from San Rafael Fire Department on the Marin Household Hazardous Waste Annual Report. (Action) 10 Minutes
5. Update on and Demonstration of “Recyclist” SB 1383 Reporting Software. (Information Only) 20 Minutes.
6. Update on Executive Director Recruitment and Other Matters. (Action) 10 Minutes
7. This Item Removed from the Agenda.
8. Draft, Proposed FY 22-23 Budget. (Action) 30 Minutes
9. Adjournment.

The next JPA Board Meeting time and date is scheduled for June 16, 2022.

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

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Contact the County's Waste Management Division, at (415) 473-6530 for more information

Special Instructions on Public Participation

The public can participate in this Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board Meeting via a Zoom webinar on May 19, 2022 from 11:30 am – 1:00 pm.

Zoom Meeting:

Please click the link below to join the webinar:

Thursday, May 19, 2022
11:30 A.M. – Hybrid Format
In-Person: 240 Tamal Vista Blvd, Suite 108
Virtual: <https://us06web.zoom.us/j/93575341034>

Or One tap mobile :

US: +14086380968,,93575341034# or +16699006833,,93575341034#

Or Telephone:

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

US: +1 408 638 0968 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 646 876 9923 or +1 301 715 8592

Webinar ID: 935 7534 1034

International numbers available: <https://us06web.zoom.us/j/93575341034>

During the Meeting, select the Raise Hand icon during the public comment time and you will be added to the queue and unmuted when it is your turn.

*If you are “Calling In,” press *9 during the public comment time and you will be added to the queue and unmuted when it is your turn. (Press *67 before dialing if you want to hide your phone number.)*

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

Nb,km

Belvedere

Date: May 19, 2022

Corte Madera

To: JPA Board of Directors

County of Marin

From: Berenice Davidson, Interim Executive Director

Fairfax

Re: Open Time for Public Comment

Larkspur

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

Mill Valley

Novato

Recommendation

Receive public comment. Information Only.

Ross

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5/15/2022 11:11 AM*

San Anselmo

San Rafael

Sausalito

Tiburon

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

Board of Directors Meeting
Thursday, August 26, 2021
Meeting Online Only via Zoom
2:30 p.m. – 3:30 p.m.

DRAFT MINUTES

MEMBERS PRESENT

Cristine Alilovich, San Rafael (Alt.)
Greg Chanis, (Chair) Tiburon
Todd Cusimano, Corte Madera
Adam McGill, (Vice Chair) Novato
Dan Eilerman, County of Marin (Alt.)
Alan Piombo, Mill Valley
Dan Schwarz, Larkspur

MEMBERS ABSENT

Adam Politzer, Fairfax
Chris Zapata, Sausalito
Craig Middleton, Belvedere
Joe Chinn, Ross

STAFF PRESENT

Liz Lewis, Interim Exec. Director
Steve Devine, Program Manager
Casey Poldino, Senior Planner
Kishanna Townsend, Admin Associate

LTF MEMBERS PRESENT

Molly DeVries, Southern Marin
Renee Goddard, LTF Chair Ross Valley
Vicki Nichols, Marin Cons League

1. Open Time for Public Comment

No public comments were tendered.

Consent Calendar

2. Approval of the JPA Board Meeting Minutes from July 22, 2021

Motion: by Roll Call Vote to approve the JPA Board Meeting Minutes from July 22, 2021. Motion by Mr. Piombo, Second by unintelligible in recording. Vote: Unanimous.

3. Ordinance on AB 901 Reporting Requirements

Ms. Poldino discussed that AB 901 took effect July 2, 2019 and that the bill revised reporting requirements under the California Integrated Waste Management Act. The main focus of the proposed ordinance is to address an impact of the law in that disposal facilities and haulers report data directly to *Cal Recycle*, thus bypassing the JPA. Without access to timely, annual, disposal tonnage data from Marin's local haulers, transfer station, and landfill – the JPA would be unable to accurately file the required "Electronic Annual Report" for

Marin and also calculate the accurate distribution of the Revenue Requirements associated with the JPA Assessments levied on the haulers, transfer station and landfill that fund the agency operations, household hazardous waste programs, etc.

The ordinance requires that collectors, processors and disposal facilities shall report the weight of solid waste that is collected within their jurisdictions of origin on an annual basis and submit to the JPA no later than March 1st of the following calendar year. This practice has been conducted for almost 25 years now and works well and is essential to preserve to ensure continued smooth operations serving the community. The draft ordinance was circulated to the impacted stakeholders and positive feedback was received. The recommended action was to Adopt Ordinance No. 2021-01: AB 901 Reporting Requirement Ordinance. Motion by Mr. Cusimano Second by Mr. Piombo. Vote: Unanimous.

Regular Agenda

4. Update from Zero Waste Plan and Organizational Assessment Subcommittee and Possible Direction to Staff Ms. Lewis introduced the item relating to the Zero Waste Plan update at the July 22nd meeting, and they have been working closely with the sub-committee, including Greg Chanis, Cristine Alilovich, Todd Cusimano, Dave Donery and Dan Eilerman. Recommendations were discussed for how to structure the Zero Waste Marin JPA and staff to move forward with the next phases. Those recommendations included: Consideration of a full-time Executive Director, increasing the frequency of Board meetings and additional engagement of elected officials and the public as well as additional staffing to meet the objectives described in the Zero Waste Plan Update. The ZWM consultant R3, prepared the attached organizational assessment provided to the sub-committee on May 18, in addition to the Zero Waste Plan update. There were minor revisions recommended by the subcommittee and a draft dated August 17th, which was circulated to the Board as well as to members of the local task force and interested public.

The Organizational Assessment looked at how similar JPAs operate within the Bay Area, and that information is included in the report as well as an overview of financing and other related metrics that the agencies use. Much of the discussion at the last meeting was regarding the Executive Director position.

Chair Chanis continued that the updated Zero Waste Plan adopted at the last meeting is an ambitious, long term look. The first step is to look at the structure of the organization. The sub-committee met last week and discussed the organizational assessment part of what R3 drafted and looked at three basic options: JPA would become an employer and hire all of its' own staff. The second option is to hire an independent ED who reports to the JPA and maybe use a hybrid model regarding staffing. The third option is to move forward with all positions within the County but working with the County to structure an

arrangement where the Zero Waste Board has an elevated role in staffing decisions.

At the end of the meeting, the consensus was to continue the Agency's relationship with the County via an agreement on how staffing will be supplied. Regarding the ED position, the Board would be more involved in the hiring process and the ongoing assessment of that position.

We should have a quick action item to formally accept the organizational assessment that R3 did as final and approve. This doesn't require an action, but just get a sense from the Board if they agree with the sub-committee's intent to work with the County with a more formal arrangement.

Mr. Eilerman commented that the next step would be for the sub-committee to get together and determine how to best work with the County.

Public member Renee Goddard, Chair of the Local Task Force, commented that after reading the minutes, she noticed there were a number of LTF members at the last meeting. The Executive Summary organizational assessment by R3 clearly depicts the plight of the LTF, and she particularly appreciated the assessment, under the Government section, of the Executive Summary where it stated that the role of the LTF needs to be clarified and used as a resource for Zero Waste Marin and member agencies through the JPA agreement and the public resources code. The LTF was initially given significant responsibility, but over time it has lost its focus and its current purpose is unclear. Ms. Goddard requested that a clear communication go out to LTF members that describes the organization.

LTF member Vickie Nichols spoke next. She is a member of the Marin Conservation League and she expressed some confusion about the role of LTF and how she can be effective.

Molly DeVries spoke next. She is on the public seat for the LTF for Southern Marin. She reiterated previous comments from Ms. Nichols and Ms. Goddard and expressed that she would like to do more work.

Mr. Chanis commented that the Zero Waste Marin plan includes information from the Local Task Force and one of the key pieces is to figure out a way to integrate them better into the work of Zero Waste Marin.

Mr. Eilerman commented that he agreed with Mr. Chanis' statements and believes it will be critical to have additional input from the public, especially regarding the four phases as outlined in the Zero Waste plan.

Motion by Mr. Chanis to formally accept the R3 Organizational Assessment Report as final. Second: by Mr. Eilerman. Vote: Unanimous.

5. Adjournment

The next JPA Board Meeting is scheduled for September 23, 2021 at 2:30 p.m.

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

Motion: _____ Second: _____

Ayes _____

Noes: None _____

Abstentions: None _____

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

Belvedere

Date: May 19, 2022

Corte Madera

To: JPA Board Members

County of Marin

From: Berenice Davidson, Interim Executive Director

Fairfax

Re: Introduction Berenice Davidson

Larkspur

Ms. Davidson has been working for the County of Marin Department of Public Works since 2001 at various capacities and as of January 2022, Ms. Davidson is the Marin County Department of Public Works Engineering Assistant Director overseeing the Flood Control & Water Conservation District and the Land Development, Stormwater and Waste Management Divisions.

Mill Valley

Novato

Ms. Davidson has a Bachelor of Science Degree in Civil Engineering from the University of the Pacific. Ms. Davidson has six years of engineering project delivery experience from the private sector and twenty years in the public sector.

Ross

San Anselmo

RECOMMENDATION

Receive Oral Report. Information Only.

San Rafael

Sausalito

Tiburon

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

Belvedere

Date: May 19, 2022

Corte Madera

To: JPA Board Members

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Receive Presentation from San Rafael Fire Department on the
Marin Household Hazardous Waste Program Annual Report

Larkspur

The JPA funds Household Hazardous Waste (HHW) and small business (Conditionally Exempt Small Quantity Generators) services for Marin (except for Novato) via a contract with the City of San Rafael Fire Department, which in turn contracts with the Marin Recycling & Resource Recovery Association for the operation of the HHW facility at 565 Jacoby Street in San Rafael. The program also provides for several "Toxic Away Days" in the more remote, West Marin.

Mill Valley

Novato

Ross

The HHW program continues to be a very popular service and in FY 20/21 the program collected over 1.5 million pounds of hazardous materials.

San Anselmo

San Rafael

This program is the single largest, tangible pollution prevention service in the County.

Sausalito

The vast majority of materials received at the facility are either directed for recycling or fuel incineration. 60% of the material is recycled, 25% is sent for fuel recovery, and 6% is reused. Administrative Fire Chief Robert Sinnott will provide the Board with a presentation.

Tiburon

Recommendation:

Receive an oral report from the City of San Rafael Fire Department and Marin Resource Recovery Association and Adopt a Motion to receive and file attached report from the City of San Rafael Fire Department.

Attachment:

1. Marin Household Hazardous Waste Program – Fiscal Year 2020/21 Report.

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

Motion: _____ Second: _____

Ayes: _____

Noes: _____

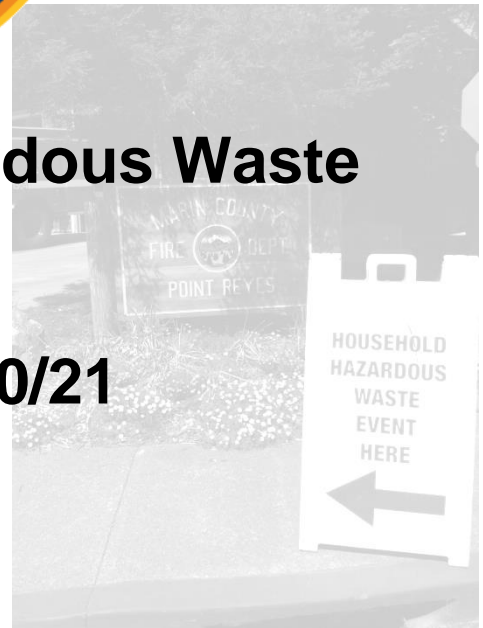
Abstentions: _____

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Marin Household Hazardous Waste Program

Fiscal Year 2020/21 Report





Fiscal Year 2020/21 Summary

The Marin Household Hazardous Waste (HHW) Program had another productive and successful year, once again ending FY 2020/21 (July 2020 – June 2021) significantly under budget while maintaining exemplary service.

Despite the ongoing COVID-19 pandemic, the HHW Facility has maintained continuity of operations and remains open to the public five days a week with enhanced safety measures. HHW Facility staff added pandemic-related signage to the premises and adapted to personal protective equipment (PPE) supply chain challenges by replacing disposable suits with reusable suits.



The HHW Facility welcomed a new HHW Operations Associate, Jonathan ("Jony") Cervantes, on November 16, 2020.

Finally, two successful West Marin Toxic Away Day temporary collection events were held, one in November 2020 in Bolinas and another in May 2021 in Point Reyes Station. Approximately 120 residents participated, collectively bringing in more than 11,000 pounds of household hazardous waste.

HHW Program Overview

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

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

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

The following table is a brief summary of the number of people who participated in the Marin HHW Program and the amount of waste that was collected in FY 2020/21. The HHW Program collected 1,608,861 pounds of hazardous waste overall, up 6.1% from the FY 2019/20 total of 1,516,269 pounds.

Program Type	Pounds Collected	Household Participants	CESQG Participants
Marin HHW Facility	1,597,649	30,003	318
Bolinas Toxic Away Day	5,263	40*	N/A
Pt. Reyes Toxic Away Day	5,950	80*	N/A
Reuse Area	46,234	N/A	

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

Budget

The HHW Facility's FY 2020/21 budget allocation was \$1,748,166, a 2.5% increase from the FY 2019/20 budget of \$1,705,528. Financially, the Marin HHW Program ended the year \$57,480 under budget.

Over the course of the fiscal year, the Marin HHW Program recovered \$98,985 in outside funding; most of this came from CESQGs, with additional money received from battery recycling.

Separately, the San Rafael Fire Department organized two Toxic Away Day events, with total expenses of \$21,633.

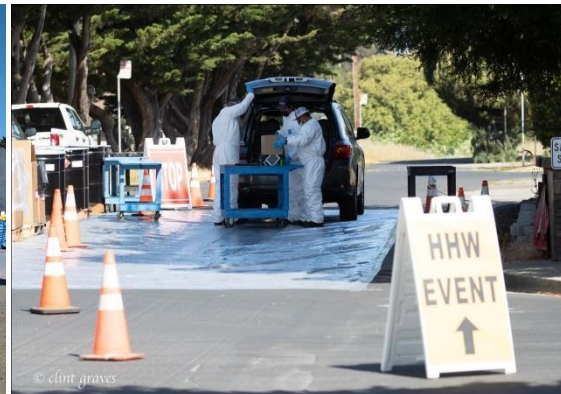
¹ Entities that generate no more than 100 kilograms (220 pounds) of hazardous waste per month. The term CESQG is no longer being used in federal regulations, having been replaced by VSQG (Very Small-Quantity Generator) in 2017. However, the California Department of Toxic Substances Control (DTSC) does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

HHW Facility 2020/2021 Actual Results

<u>Expense Item</u>	<u>Actual</u>
Classified Personnel	521,177.21
Overtime Pay	-
Vacation pay	45,639.47
Group Life/Health Insurance	97,706.24
Worker's Compensation	52,039.57
Retirement	26,347.34
Payroll Taxes	47,438.82
PERSONNEL SUBTOTAL	\$ 790,348.65
Legal and Professional	5,914.55
Travel & Conference	2,969.72
Training Instruction & Medical Examinations	4,278.31
Professional Dues and Subscriptions	1,183.53
Equipment Rental/Repair	3,400.00
Waste Disposal Costs	433,206.99
Advertising & Community Promotions	289.74
Insurance & Surety Bonds	14,458.20
Admin. Allocation	70,601.10
Office Supplies	29,852.40
Clothing & PPE Supplies	36,939.36
Miscellaneous Supplies & Materials	102,995.65
Maintenance Buildings & Improvements	35,383.09
NON-PERSONNEL SUBTOTAL	\$ 741,472.64
Operating Ratio	160,798.92
Rental/Land	97,050.24
EXPENSES SUBTOTAL	\$ 1,789,670.45
OUTSIDE FUNDING SOURCES:	
E-Waste Monies	(0)
Batteries Monies	(7,738.00)
Paint Sale Monies	(0)
CESQG Monies	(91,246.89)
OUTSIDE FUNDING SUBTOTAL	\$ (98,984.89)
GRAND TOTAL	\$ 1,690,685.56
Approved Budget for FY 2020/21	\$ 1,748,166.00
Under budget	\$ 57,480.44

Temporary HHW Collection Events 2020/21 Expenses

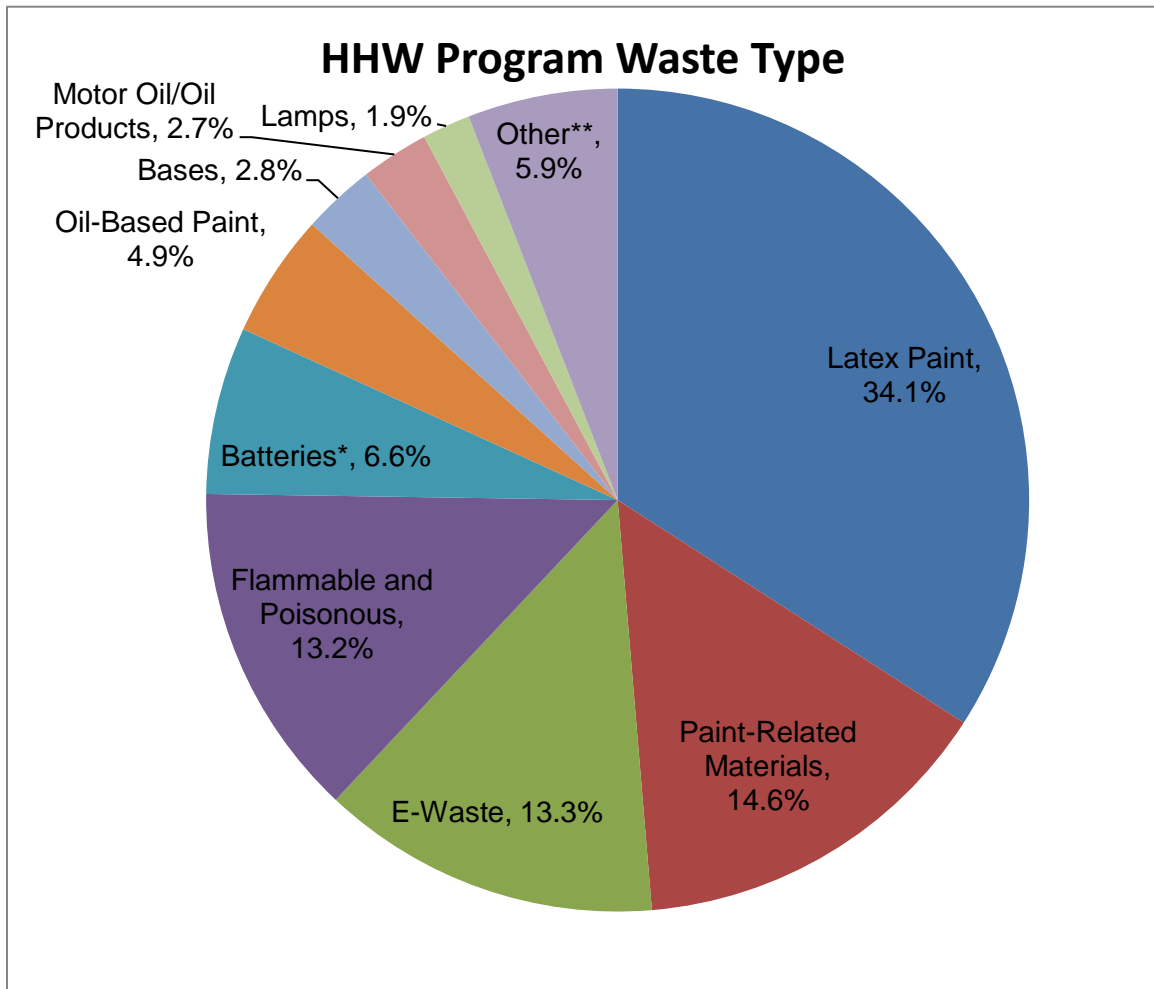
<u>Expense Item</u>	<u>Actual</u>
<u>Labor Costs</u>	
Bolinas	\$2,790
Pt. Reyes Station	\$3,780
Labor Costs Subtotal	\$6,570
<u>Disposal Costs</u>	
Bolinas	\$3,398
Pt. Reyes Station	\$5,791
Disposal Costs Subtotal	\$9,189
<u>Supply Purchase Costs</u>	
Bolinas	\$1,325
Pt. Reyes Station	\$2,573
Supply Purchase Costs Subtotal	\$3,898
<u>E-Manifest Fees</u>	
Bolinas	\$75
Pt. Reyes Station	\$100
E-Manifest Fees Subtotal	\$175
<u>Outreach Costs</u>	
Bolinas	\$900
Pt. Reyes Station	\$900
Outreach Costs Subtotal	\$1,800
GRAND TOTAL:	
	\$21,633



Waste Analysis

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

The facility continues to save money by partnering with PaintCare, which pays the San Rafael Fire Department to take certain latex and oil-based paint products from the facility for recycling. The oil-based paint category only includes items on PaintCare's accepted materials list; it does not include paint that has been bulked with other flammable liquids. About 39% of the Marin HHW Facility's annual waste (by weight) went to PaintCare, with paint-related materials such as thinners and resins that are not a part of PaintCare accounting for an additional 14.6% of HHW program waste.



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

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

HHW Program Waste Totals by Type in Pounds

Waste Type	Pounds	% Of Total
Latex Paint	548,597	34.1%
Paint-Related Materials	234,460	14.6%
E-Waste	214,646	13.3%
Flammable and Poisonous	212,750	13.2%
Oil-Based Paint	78,309	4.9%
Household Batteries	70,678	4.4%
Bases	45,728	2.8%
Motor Oil/Oil Products	43,274	2.7%
Lamps	30,375	1.9%
Car Batteries	25,716	1.6%
Aerosol Cans	22,622	1.4%
Asbestos	20,030	1.2%
Acids	13,053	0.8%
Antifreeze	10,360	0.6%
Rechargeable Batteries	9,439	0.6%
Oxidizers	5,434	0.3%
Used Oil Filters	1,835	0.1%
PCB-containing	1,242	0.1%
Sharps	920	0.1%
Thermostats	0	0.0%
Mercury-Containing Items (except Thermostats)	45	0.0%
Unclassified	19,348	1.2%
FY 20/21 Total:	1,608,861	
FY 20/21 Monthly Average:	134,072	

Destination Method

Destination methods are based on the CalRecycle 303a reporting categories. In absolute terms, more waste (by weight) was recycled in FY 2020/21 than in the previous fiscal year; however, the percentage of waste being recycled was down slightly, from 61% to 60%. Common waste items that are recycled are latex paint, e-waste, batteries, and motor oil.

Other destination percentages are similar to those from prior years. Only 1.3% of waste was landfilled.

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

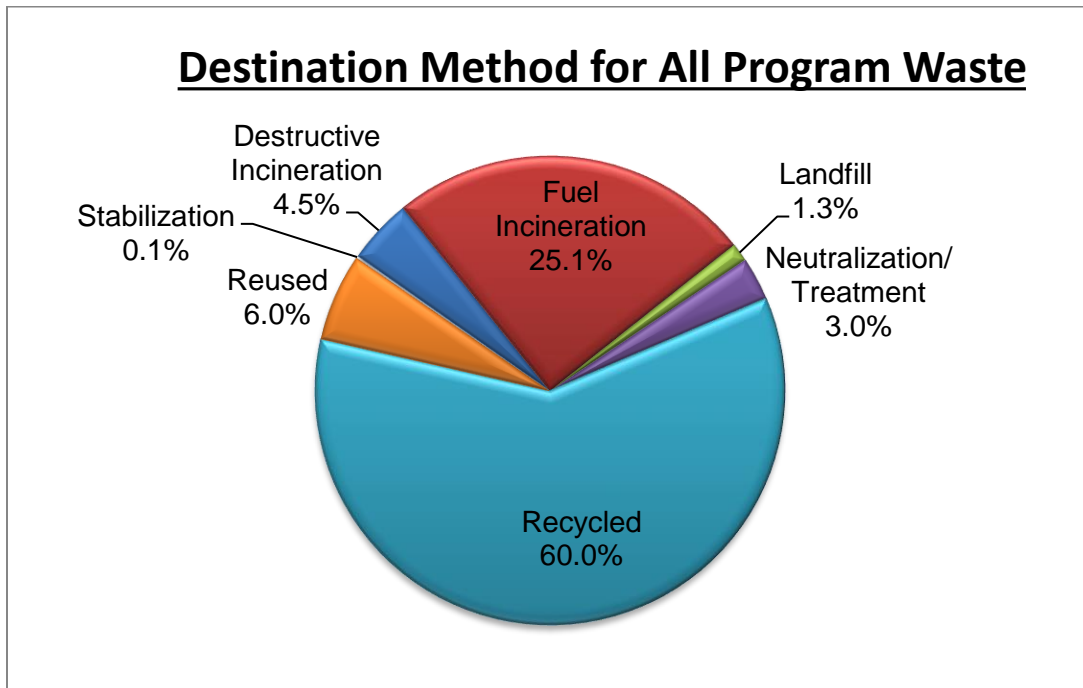
There are two types of incineration: destructive and fuel. The goal of destructive incineration is to simply destroy the material. During fuel incineration, energy is recovered through the burning process and sometimes material will also be recovered.

The most common types of HHW used for fuel incineration are oil-based paint and flammable liquids, while poisons make up the majority of the waste sent for destructive incineration.

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

2,350 pounds of oxidizers were sent for stabilization, during which waste is brought to a solid or semi-solid state and is rendered non-hazardous.

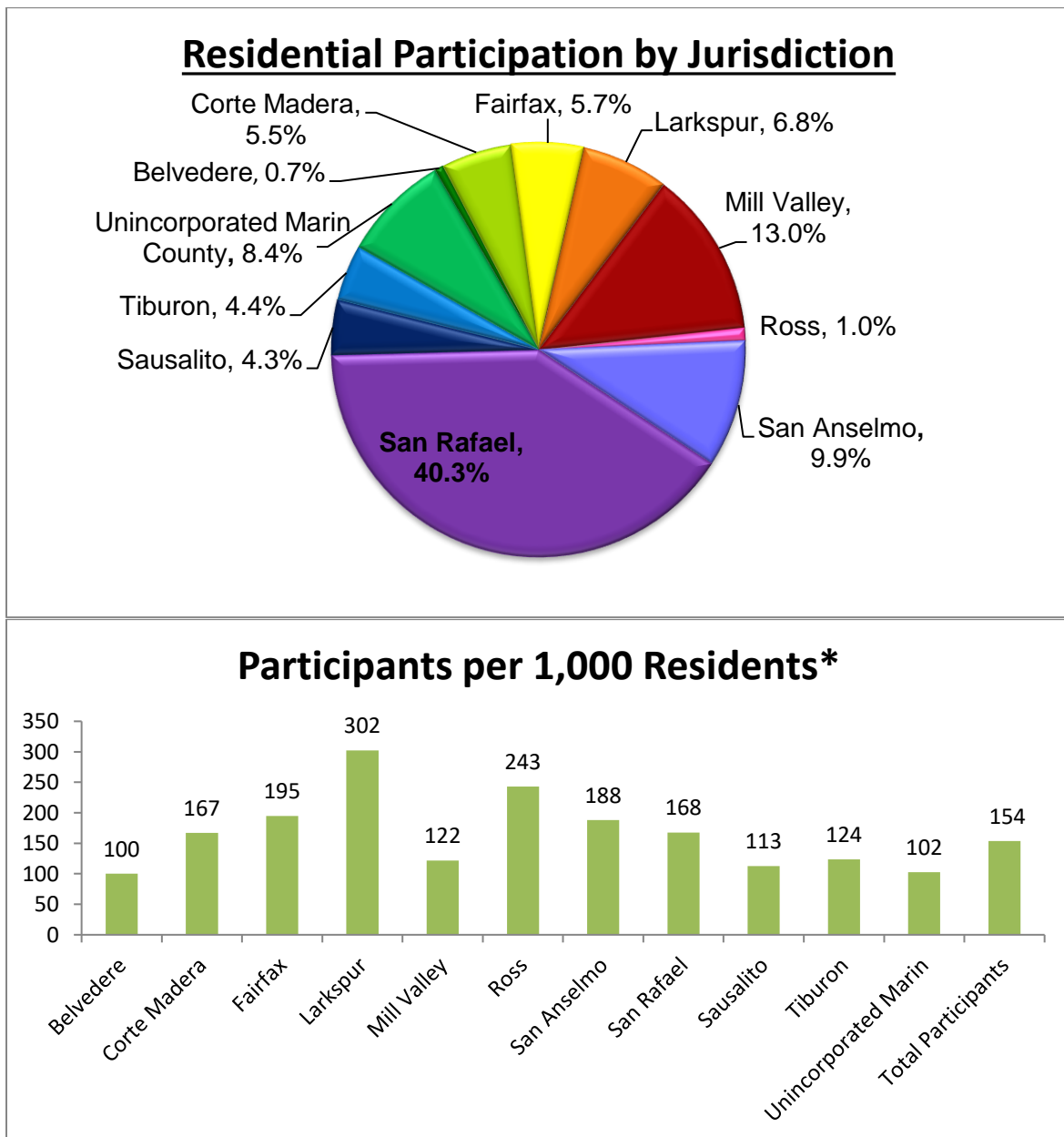
Nearly all the landfilled waste consisted of asbestos.



CLOSED FOR 4th OF JULY HAVE A SAFE AND FUN HOLIDAY!	CERRADO EL 4 DE JULIO – DÍA DE INDEPENDENCIA ¡TEN UNA SEGURA Y FELIZ CELEBRACIÓN!	CLOSED FOR CHRISTMAS DAY HAVE A SAFE AND FUN HOLIDAY!	CERRADO EL 25 DE DICIEMBRE - NAVIDAD ¡TEN UNA SEGURA Y FELIZ CELEBRACIÓN!
CLOSED FOR THANKSGIVING DAY HAVE A SAFE AND FUN HOLIDAY!	CERRADO PARA EL DÍA DE ACCIÓN DE GRACIAS ¡TEN UNA SEGURA Y FELIZ CELEBRACIÓN!	CLOSED FOR NEW YEAR'S DAY HAVE A SAFE AND FUN HOLIDAY!	CERRADO ENERO 1 - DÍA DE AÑO NUEVO ¡TEN UNA SEGURA Y FELIZ CELEBRACIÓN!

Residential Participation

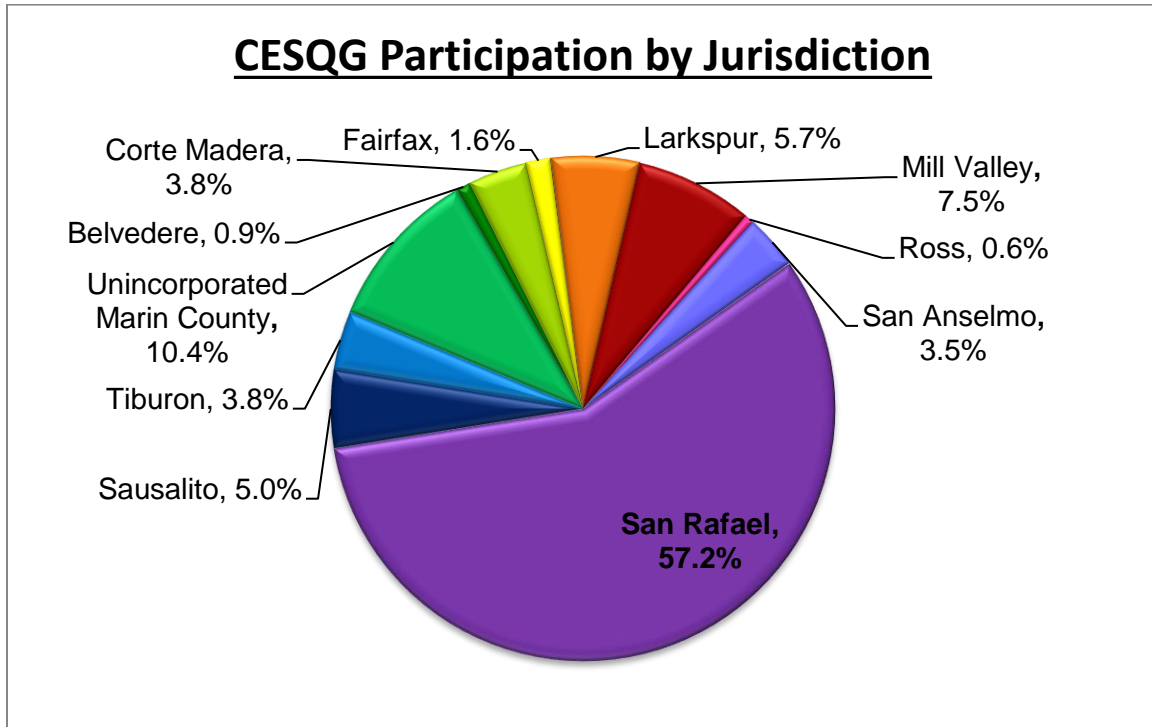
Participants are sorted by jurisdiction by reviewing the mailing address on their identifying documentation. Residents from unincorporated communities adjacent to a city thus are likely to be counted as city residents; for example, residents of Tamalpais Valley are counted as residents of Mill Valley. To account for this, city populations are based on U.S. Census ZIP Code Tabulation Area (ZCTA) data. The data show that residents from all over the service area use the facility. Residential participation, as measured by number of customers, increased from 26,935 to 30,003 (11.4%) from FY 2019/20 to FY 2020/21. The jurisdiction with the largest increase in per-capita participation was Larkspur.



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

CESQG Participation

Although businesses from all over the county bring their hazardous waste to the facility, more than half were from a single jurisdiction: San Rafael. Business participation stayed mostly unchanged, rising from 316 in FY 2019/20 to 318 in FY 2020/21.





Looking Forward: FY 2021/22 and Beyond

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

During FY 2020/21, Facility staff evaluated its vendor relationships and selected a new primary waste hauler, ACT Environmental, which began servicing the HHW Facility in July 2021. This switch in waste hauler is expected to save money without having any negative impacts on operations.

The HHW Facility also anticipates adding online appointment scheduling via its website in the near future, enhancing the customer experience.

Unfortunately, regulatory confusion remains over how to handle certain waste streams – including treated wood waste, e-cigarettes, cannabis products, and solar panels. This has put the Facility in the undesirable position of having to turn away service to customers without providing them with a reasonable alternative. Space constraints also make acceptance of bulky waste streams difficult.

Despite these and other challenges, our excellent and hard-working staff will continue our mission to provide a safe and convenient way for members of the public and small businesses to dispose of their hazardous waste. We are happy to serve the Marin County community and grateful for their support.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Date: May 19, 2022

Corte Madera To: JPA Board Members

County of Marin From: Casey Poldino, Senior Planner

Fairfax Re: Update on and Demonstration of Recyclist “SB 1383” Reporting Software

Larkspur To help facilitate individual jurisdiction reporting (including Member Agencies and the additional ten Special District Franchising Solid Waste in the County) to the State Agency CalRecycle on SB 1383 and other reporting requirements, your Board included in the current year budget, funds to contract with “Recyclist”. Recyclist is cloud-based software, designed to facilitate portions of State of California SB 1383 reporting.

Mill Valley Recyclist’s Software as a Service products — used by cities, counties and waste haulers — provide visibility into waste stream data, innovative ways to track commercial outreach and compliance, and state-of-the-art digital recycling education.

Novato The software tracks service data and service changes for commercial and multi-family accounts. It manages education and outreach, tasks and activities, and audits and assessments. It also tracks data on edible food recovery entities and edible food generators. This data can then be compiled and administered to CalRecycle for reporting.

Ross Because of the multi-jurisdictional nature of Marin County’s solid waste system, Zero Waste Marin is providing access to Recyclist for all the jurisdictions franchising solid waste in Marin. That said, with SB 1383 “drilling down” to each individual “jurisdiction” (City, Town, Unincorporated County, plus ten Special Districts) – the system should be viewed more as a tool (akin to TurboTax) but with each agency still needing to report directly to CalRecycle on the many performance metrics contained in SB 1383. Initial hauler data from all five haulers has been uploaded. We have the most recent jurisdictional contacts (21 agencies X two representatives, where available) as Attachment 3. It is the responsibility of each jurisdiction to notify Zero Waste Marin of staff/user changes as they occur. Please review this information is accurate for your jurisdiction. It will be important for the Member Agencies and Special Districts to participate fully in the upcoming training. The training is scheduled for May 24th at 2:00 p.m and will be recorded.

San Anselmo

San Rafael

Sausalito

Tiburon

CalRecycle only released a beta preview of how their electronic reporting systems might look in terms of “receiving” SB 1383 reports on February 17th – and that system is not designed to communicate directly with any third-party reporting facilitation systems. Unfortunately this differs from say the California Electronic Reporting System (CERS) that the CUPA (Certified Unified Program Agency) groups are afforded – which is much more streamlined system.

It should also be noted that Recyclist is not a substitute for each jurisdiction’s need to work directly with CalRecycle on separate logins and reporting requirements into CalRecycle systems (“Logic” and “Electronic Annual Reports (EAR).”) The data capture and organization services that Recyclist provides will be a valuable tool in reporting into Logic and EARs – but it is not a substitute for it.

Zero Waste Marin will administer the software and every jurisdiction will have its own login credentials. The logins are being created based on the submission of primary and secondary reporting liaisons from each jurisdiction. The secure logins are person specific and everything done inside of the software gets tagged to that user for security and tracking purposes. Jurisdictions will only be able to see their own franchise data. This software facilitates a good portion of the data retention requirements of SB 1383 and also is a valuable service to Marin’s waste haulers – because it allows them to export data helping their Franchisors without having to potentially do that for twenty different franchisors.

Recommendation

Information Only.

Attachments:

1. Recyclist Tracker Features Summary
2. Recyclist Contract
3. SB 1383 Reporting Jurisdictions Contact List

f:\waste\jpa\jpa agenda items\jpa 220519\item 5 - demonstration of recyclist software.docx 5/15/2022 11:47 AM



Simple, elegant technology solutions to complex environmental challenges

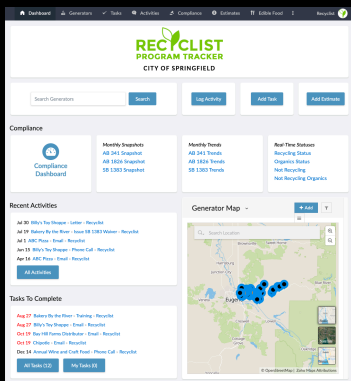
Fewer Spreadsheets, More Collaboration

<https://recyclist.co/>

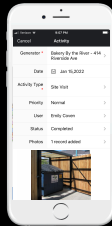


At a Glance...

- Customers: Cities, Counties, JPAs, WMA/SWAs, Sanitary Districts, Universities, Non-Profits, Haulers
- Program Tracker: Recordkeeping & Reporting for over 27% of all Jurisdictions in California



Collaborative data collection solutions for work in the field.



Software Solution



Compliance Tracking:

- Local Ordinances
- Recycling Mandates
- Waste Audits



Tracking and Scheduling:

- Outreach
- Inspections
- Enforcement



RECYCLIST COLLABORATIVE RECORD KEEPING



SB 1383 RECORDKEEPING REQUIREMENTS



Stored in One Central Location



Accessible to CalRecycle Within 10 Business Days



Updated Within 60 Days



Value Proposition



- Time and money savings
- Seamless stakeholder collaboration
- SB 1383 Implementation Record



SaaS: Software as a Service

Annual Subscription Fee Includes:

- Unlimited Users
- Unlimited Storage
- User Training
- 24/7 Knowledge Base
- M-F, 9-5 PST Support
- SB 1383 Implementation Record



32200925



SAAS SERVICES ORDER FORM

Customer: Marin Hazardous & Solid Waste Joint Powers Authority	Contact: Liz Lewis
Address: 3501 Civic Center Dr Ste 325	Phone: 415-473-7226
San Rafael, CA 94903	Email: LizLewis@marincounty.org
Services: Recyclist Program Tracker (the "Service(s)").	Initial Service Term: 36 months, commencing upon completion of implementation.
Service Capacity: Management of regulatory compliance and outreach for commercial and multi-family waste generators within the Marin Hazardous & Solid Waste Joint Powers Authority service area.	Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.
Service Fees: <ul style="list-style-type: none"> • 25% of annual fees payable upon execution of this Agreement. • 75% of annual fees payable upon completion of the implementation, subject to the terms of Section 4 herein. • Data Import Fees billed upon receipt of each data set, subject to the terms of Section 4 herein. 	Implementation Fees (one-time): Waived.

SERVICE FEES	PRICE	QTY	SUBTOTAL
Program Tracker - Base Annual Subscription Fee	\$24,900.00	1	\$24,900.00
Add On: JPA Jurisdiction-Level Access (per jurisdiction)	\$4,000.00	24	\$96,000.00
Add-On: Waste Evaluation Fieldwork Tool	\$5,000.00	1	\$5,000.00
Add-On: Waiver Issuance Tool	\$5,000.00	1	\$5,000.00
Add-On: Route Review Fieldwork Tool	\$5,000.00	1	\$5,000.00
Add-On: Generator Self-Reporting Tool	\$5,000.00	1	\$5,000.00

Total 1-Year term	\$140,900.00
3-year term 10% discount	-\$14,090.00
Additional Discount Per Request	-\$810.00
Total Annual Fees	\$126,000.00

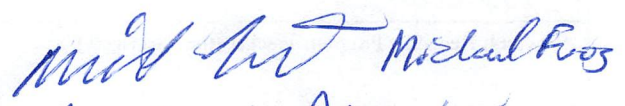
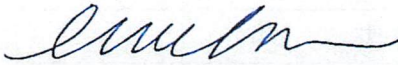
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SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this xx day of xxx 20xx (the "Effective Date") between Citizen Communications, LLC dba Recyclist with a place of business at 12313 Soaring Way, Suite 1D, Truckee CA 96161 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless expressly identifying this Agreement, specifically referencing the provisions of this Agreement to be altered or superseded and signed by the parties after the date hereof.

Citizen Communications, LLC dba Recyclist

Marin Hazardous & Solid Waste Joint Powers Authority



Name: EMILY COVEN

Name:

Title: MANAGING MEMBER


Title:

Date: 10/15/21

Date:

JPA COUNSEL REVIEW AND APPROVAL:

JPA Counsel:



Date:

10-12-21

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3 Company agrees to work with Customer to make Services accessible under Section 508 of the Rehabilitation Act of 1973, to the extent the Services are not already 508 compliant and to the extent that is technically feasible. Customer agrees to pay for any mitigation to Company necessary to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities under this Agreement. Any further services or costs pursuant to this paragraph will be agreed to in writing by the parties.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof

in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with its intended functionality and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer is responsible for maintaining the confidentiality of the passwords assigned to Customer and its users. Customer will immediately notify Company if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Company will be responsible for any and all activities made pursuant to the licenses granted to Customer's hereunder and any of its users' Equipment or the access credentials to the Services. Customer shall, and shall ensure its users, use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any unauthorized access or use. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing by Customer or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so for the sole purpose of determining compliance with this

Agreement and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall

be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Following the Initial Service Term, the annual subscription fee shall automatically increase (and annually thereafter) by an amount equal to the greater of five percent (5%) or one hundred percent (100%) of the percentage increase in the Consumer Price Index, Urban Consumers, All Cities Average 1982-84 Equals 100, (CPI-U) during the prior calendar year as published by the U.S. Department of Labor or any successor index, compounded annually from the Effective Date.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner

which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall indemnify Customer from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (a) not supplied by Company, (b) made in whole or in part in accordance with Customer specifications, (c) that are modified after delivery by Company, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (i) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (ii) obtain for Customer a license to continue using the Service, or (iii) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 Customer acknowledges, understands and agrees that Company utilizes third party hardware, software and hosting solutions in connection with the Services ("Third Party

Solutions") in order to economically provide the Services to Customer. Customer recognizes that the quality of the Services is dependent upon such Third Party Solutions and that Company does not have nor exercise significant bargaining power with such Third Party Solutions so as to reasonably control the Customer's experience resulting from such Third Party Solutions, and therefore notwithstanding any other provision of this Agreement to the contrary, agrees that Company shall not be liable or in breach of this Agreement to the extent such liability or breach is the result of the acts or omissions of Third Party Solutions or their providers. Notwithstanding the above, Customer shall be able to immediately cancel this Agreement without penalty if the acts or omissions of Third Party Solutions results in Company being unable to provide the Services in this Agreement.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, CLAIMS BY THIRD PARTIES RELATED TO INFRINGEMENT OF TRADE SECRET, PATENT OR COPYRIGHT, OR DISCLOSURE OF CONFIDENTIAL INFORMATION COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUBJECT TO THE INDEMNIFICATION OBLIGATIONS OF COMPANY HEREUNDER.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party without the other party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, each party shall bear their own costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

EXHIBIT A

Statement of Work

Implementation of the Recyclist Program Tracker includes:

- Configuring data import process to align with Customer's data and programmatic objectives
- Importing initial compliance records
- Setting up user accounts and permissions
- Customizing database fields to meet reasonable customer needs
- Customizing reports to meet reasonable customer needs

Base subscription includes:

- Commercial and multi-family generator database for tracking:
 - Service levels
 - Contact information
 - AB 1826 & AB 341 compliance
 - SB 1383 compliance (rolling out in phases)
 - Log of all outreach activities
- CRM features to schedule and track outreach to commercial generators, including:
 - Site Visits
 - Phone Calls
 - Emails
 - Photos taken
 - Task lists and calendars
 - Task reminders and summaries
- Customization of standard forms and reports to meet reasonable customer needs, such as:
 - Tracking local programs and pilot projects
 - Tracking compliance with state, regional and/or local ordinances
 - Complex customization projects necessitating new forms and/or reports may require additional professional services. Any additional consulting, training, development, configuration, development and/or integration services may be out of scope and subject to Company agreeing to provide such services pursuant to a change order to this SOW.
- Reports in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file
- Cloud-based database that syncs data across all users in real time
- Web-based application, with mobile app for iOS and Android (requires internet connection)
- Secure web hosting with weekly backups
- Support via email, Monday-Friday 9am-5pm PT
- Support via phone by appointment
- Unlimited users

Data Import includes:

- Processing and importing a single-tab Excel worksheet or CSV file
- For service record data imports:
 - Importing new accounts, identifying possibly closed accounts and service-level changes
 - Updating generator compliance statuses to align with new data
- Custom Data Template Surcharge applicable to any Data Imports not delivered in the standard Recyclist Service Record Template

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Citizen Communications LLC dba Recyclist

CONTRACT TITLE: 12313 Soaring Way, Ste 1D

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

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

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

This contract is for cloud based software as a service. No driving necessary. Any meetings or c.s. will be online.

Contract Manager Signature: Cas Felt

Date: 11/16/21

Extension: 6170

Approved by Risk Manager: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TechInsurance an insurance company TechInsurance 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 668-7020	FAX (A/C, No): 877-826-9067
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: Sentinel Insurance Company, Limited		11000
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Citizen Communications LLC
 Po Box 2319, Truckee, CA, 96160

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes	Yes	46SBMUN2131	7/28/2021	7/28/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			46TE0291375-21	7/28/2021	7/28/2022	Occurrence/Aggregate \$2,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Marin Hazardous & Solid Waste Joint Powers Authority is named as Additional Insured as their interests may appear in regards to general liability when required by written contract. Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage. This insurance is primary and non-contributory to any other insurance provided as respects general liability coverage.

CERTIFICATE HOLDER Marin Hazardous & Solid Waste Joint Powers Authority 1600 Los Gamos Drive, Suite 210 San Rafael, CA 94903	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

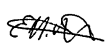
PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No): E-MAIL ADDRESS: certs@apintego.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company Of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Citizen Communications LLC Po Box 2319 Truckee CA 96161	NAIC # 25674	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7N365301	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Marin Hazardous & Solid Waste Joint Powers Authority 1600 Los Gamos Drive, Suite 210 San Rafael CA 94903	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

BIN INSURANCE HOLDINGS LLC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 46 SBM UN2131 DX

Named Insured and Mailing Address; CITIZEN COMMUNICATIONS LLC

PO BOX 2319
TRUCKEE CA 96160

Policy Change Effective Date: 07/28/21

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 006

Agent Name: BIN INSURANCE HOLDINGS LLC/PHS
Code: 505301

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 07/26/21

Page 001

Policy Effective Date: 07/28/21
Policy Expiration Date: 07/28/22

POLICY NUMBER: 46 SBM UN2131



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
TOWN OF TRUCKEE, ITS OFFICERS, EMPLOYEES AND AGENTS
10183 TRUCKEE AIRPORT RD
TRUCKEE, CA 96161

LOC 001 BLDG 001
SACRAMENTO REGIONAL SOLID WASTE AUTHORITY
9850 GOETH ROAD
SACRAMENTO, CA 95827

CITY OF CUPERTINO, ITS CITY COUNCIL, BOARDS
AND COMMISSIONS, OFFICERS, EMPLOYEES AND
VOLUNTEERS
10300 TORRE AVENUE
CUPERTINO, CA 95014

CITY OF GLENDALE -RISK MANAGEMENT
613 E. BROADWAY #100
GLENDALE, CA 91206

LOC 001 BLDG 001
CITY OF FREMONT / COMMUNITY SERVICES
39550 LIBERTY ST.
FREMONT, CA 94538

LOC 001 BLDG 001
CITY OF RIVERSIDE
3900 MAIN STREET
APT/SUITE 4TH FLOOR
RIVERSIDE, CA 92522

LOC 001 BLDG 001

CITY OF MORENO VALLY, THE CITY OF MORENO VALLY COMMUNITY SERVICES
DISTRICT, THE MORENO VALLEY HOUSING AUTHORITY AND EACH OF THEIR

POLICY NUMBER: 46 SBM UN2131



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS
14177 FREDERICK STREET
MORENO VALLEY, CA 92553

MARIN HAZARDOUS & SOLID WASTE JOINT POWERS AUTHORITY
1600 LOS GAMOS DR STE 210
SAN RAFAEL, CA 94903

ZWM Member Agency Contact List for Recyclist Software

Jurisdiction	Primary Contact	Title	Email	Secondary Contact	Title	Email	Primary Contact Hauler	Email	Secondary Contact	Email
ZWM Members										
Belvedere	Robert Zadnik	Town Manager	rzadnik@cityofbelvedere.org	Helga Cotter	Director Admin	hcotter@cityofbelvedere.org	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
Corte Madera	Lorena Barrera	Administrative Analyst	lbarrera@tcmmail.org	Todd Cusimano	CM	tcusimano@tcmmail.org	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
Fairfax	Heather Abrams	Town Manager	habrams@townoffairfax.org	TBD	n/a	n/a	Jennifer Grenier	Jennifer.Grenier@marinsanitary.com	Justin Wilcock	justin.wilcock@MarinSanitary.com
Larkspur	Alison Foulis	City Clerk	afoulis@cityoflarkspur.org	Dan Schwarz	CM	dschwarz@cityoflarkspur.org	Jennifer Grenier	Jennifer.Grenier@marinsanitary.com	Justin Wilcock	justin.wilcock@MarinSanitary.com
Mill Valley	Danielle Staude	Sustainability PM	dstaude@cityofmillvalley.org	not provided	n/a	n/a	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
Novato SD	Dee Johnson	ZW & HHW PM	palomadee@gmail.com	Sandeep Karkal	GM	SandeepK@novatosan.com	Celia Furber	cfurber@recology.com	TBD	
Ross	Richard Simonitch	PW Director/Town Engineer	rsimonitch@townofross.org	Matthew Weintraub	Planning & Building	mweintraub@townofross.org	Jennifer Grenier	Jennifer.Grenier@marinsanitary.com	Justin Wilcock	justin.wilcock@MarinSanitary.com
San Anselmo	Maribel De La Cruz	Assistant Engineer	mdelacruz@townofsananselmo.org	not provided	n/a	n/a	Jennifer Grenier	Jennifer.Grenier@marinsanitary.com	Justin Wilcock	justin.wilcock@MarinSanitary.com
San Rafael	Cory Bytof	Sustainability PM	cory.bytof@cityofsanrafael.org	Cristine Alilovich	Assistant CM	cristine.alilovich@cityofsanrafael.org	Jennifer Grenier	Jennifer.Grenier@marinsanitary.com	Justin Wilcock	justin.wilcock@MarinSanitary.com
Sausalito	Ali Iqbal	Assistant Planner	aiqbal@sausalito.gov	Andrew Davidson	Senior Civil Engineer	adavidson@sausalito.gov	Greg Christie	gchristie@baycitiesrefuse.com	Kim Christie	kchristie@baycitiesrefuse.com
Tiburon	David O. Eshoo	Engineer	deshoo@townoftiburon.org	Patrick Kerslake	Superintendent of PW	pkerslake@townoftiburon.org	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
County of Marin	Steve Devine	Program Manager	sdevine@marincounty.org	Andrew Shelton	WM Specialist	ashelton@countyofmarin.org	All four haulers	All four haulers		
Special Districts that Franchise Solid Waste Collection										
TCSD	Sarah Mehtar	Finance & Programs Manager	smehtar@tamcsd.org	TBD			same	same	same	same
Strawberry SD	Nancy Shapiro	GM	gm@strawberryrec.org	Loren Griswold	Supervisor	supervisor@strawberryrec.org	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
Alto SD	Bill Hansell	District Manager	manager@altosanitarydistrict.org	not provided	n/a	n/a	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
MCCSD	Juanita Edwards	Acting Manager	jedwards@marincitycsd.com	Florence Williams	Receptionist	Fwilliams@marincitycsd.com	Greg Christie	gchristie@baycitiesrefuse.com	Kim Christie	kchristie@baycitiesrefuse.com
LGVSD	Dale McDonald	Admin Manager	dmcDonald@lcvsd.org	Sahar Golshani	Env Services Director	sgolshani@lcvsd.org	Jennifer Grenier	Jennifer.Grenier@marinsanitary.com	Justin Wilcock	justin.wilcock@MarinSanitary.com
Homestead Valley SD	Bonner Beuhler	Manager	manager@homesteadvalleysd.org	Rick Montalvan	Secretary	montalvanent@comcast.net	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com
BCPUD	Jennifer Blackman	Manager	jblackman@bcpud.org	Belle Wood	Assistant	bwood@bcpud.org	Celia Furber	cfurber@recology.com	TBD	
Stinson Beach	Ed Shmidt	GM	ed@stinson-beach-cwd.dst.ca.us	not provided	n/a	n/a	Celia Furber	cfurber@recology.com	TBD	
Almonte	Shonn Dougherty	not provided	manager@almontesd.org	Dave Haflich	not provided	manager@almontesd.org	Dave Biggio	dbiggio@millvalleyrefuse.com	Gene Della Zoppa	gene@millvalleyrefuse.com

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

Belvedere

Corte Madera

County of Marin

Date: May 19, 2022

To: JPA Board of Directors

Fairfax

From: Berenice Davidson, Interim Executive Director

Larkspur

Re: Update on Executive Director Recruitment and Other Matters

Mill Valley

1). Working with a Human Resources consultant, staff recommends the County of Marin Job Classification Planning Manager to act as the full time Zero Waste Marin Executive Director.

Novato

2). The City of San Rafael has provided the attached notice that it seeks to terminate its roll providing oversight services of the Household Hazardous Waste operation – which it provides via a contract with the Marin Resource Recovery Association (a sister company of Marin Sanitary Service).

Ross

San Anselmo

Recommendations

San Rafael

Adopt a motion providing direction to Staff on the recruitment of a full time Executive Director using the County’s Planning Manager classification.

Sausalito

Attachments:

Tiburon

1. County of Marin Principal Planner classification.
2. City of San Rafael Household Hazardous Waste oversight termination letter.

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

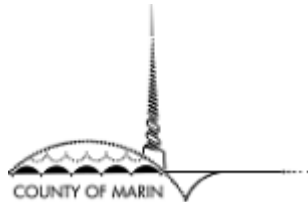
Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

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5/15/2022 12:56 PM*



Planning Manager

Class Code:
0687

Bargaining Unit: MCMEA

COUNTY OF MARIN

Established Date: Feb 13, 1990

Revision Date: Sep 1, 2013

SALARY RANGE

\$58.78 - \$71.44 Hourly
 \$4,702.40 - \$5,715.20 Biweekly
 \$10,188.53 - \$12,382.93 Monthly
 \$122,262.40 - \$148,595.20 Annually

DEFINITION:

Functional Titles

- Chief of Planning Acquisition
- Community Development Manager
- Current Planning Manager
- Environmental Planning Manager
- Long Range Planning Manager

Under general direction, manages, organizes and coordinates the programs and operations of a major planning area; and performs related work as assigned.

CLASS CHARACTERISTICS:

This mid-management class is responsible for the overall management and program outcomes of planning sections or programs. Incumbents exercise considerable judgment in making programmatic and operational decisions within the department's strategic and regulatory framework and provide direct and/or indirect management of staff.

The class is distinguished from the Principal Planner by its management of multiple sections or specialized programs requiring coordination of inter-jurisdictional projects or compliance with complex layers of regulations from multiple agencies. The class also works with greater independence in addressing and resolving major policy issues and personnel matters within the section or program. It is further distinguished from assistant department heads by the latter's responsibility for providing leadership and strategic direction for multiple divisions.

EXAMPLES OF DUTIES (ILLUSTRATIVE ONLY):

- Manages operations of a functional area including developing, implementing and recommending changes in goals and objectives; setting priorities; deciding workflow systems, processes, procedures, and forms to implement programs and facilitate operations; analyzing and recommending adjustments to organizational structure and staffing patterns; and ensuring administration of all appropriate regulations.
- Selects and develops staff; plans, reviews and evaluates work; initiates and recommends disciplinary and other personnel actions; and oversees the work of contractors.
- Collaborates with other managers in the development and implementation of division and department goals, objectives and performance standards and measures. Recommends and implements policies and procedures.
- Provides input into and monitors section or program budget. Determines financial needs, assesses potential funding sources, and oversees and participates in pursuing and managing grants.
- Interprets complex regulations and establishes policies and systems to ensure compliance.
- Coordinates activities with other County departments, and representatives of county, local, regional, state and federal agencies.
- Represents the department before Commissions, the Board of Supervisors, other advisory bodies, governmental agencies, and community organizations and interest groups.
- Presents or supervises the presentation of reports and studies. Advises executive management regarding the status of assigned projects and programs. Conducts studies and prepares written reports on special assignments for executive management, Commissions and the Board of Supervisors.

Long Range Planning and Current Planning

- Prepares and implements County policies, programs, ordinances and other regulations related to property development and land use.
- Establishes priorities and objectives for and manages the daily administration, enforcement and maintenance of all zoning and subdivision regulations.
- Coordinates and attends Planning Commission and inter-jurisdictional and other special purpose planning agency meetings.

Housing and Community Development Programs

- Evaluates proposed projects, recommends priorities for the expenditure of public funds, makes decisions regarding implementation of adopted program objectives, and assures that all requirements of funding sources are met.
- Develops the annual Statement of Community Development Objectives and Projected Use of Funds
- Prepares and administers contracts with program sub-grantees. Advises and collaborates with sub-grantees.
- Facilitates housing and community development activities in Marin County.

Environmental Planning

- Coordinates all phases of environmental review for County projects pursuant to the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the County's Environmental Impact Review Guidelines.
- Prepares and administers contracts for the preparation of environmental impact documents.
- Prepares, reviews and makes determinations and recommendations on environmental impact reports, initial studies, negative declarations, and categorical exemptions.

Planning and Acquisition

- Ensures protection of real property interests through identification and resolution of encroachments, and monitoring of conservation easements.
- Oversees development and implementation of comprehensive, high level plans related to land and easement acquisition, visitor use, trails, and other open space facilities and improvements.

- Ensures timely review and monitoring of externally generated plans (general plans, specific plans, master plans, etc.) affecting county's open space, park and trail interests.
- Oversees fulfillment of environmental review and permitting requirements for all open space and park acquisition, maintenance, renovation and improvement projects.
- Oversees all aspects of individual land and easement acquisitions, including pre-acquisition assessments, coordination of real estate activities, funding, and initial post acquisition planning related to public use.

MINIMUM QUALIFICATIONS AND CERTIFICATIONS & LICENSES:

Any combination of education and experience that provides the knowledge and abilities listed. Typically, equivalent to graduation from a college or university with a major in City, Regional or Environmental Planning, Urban Studies, Economics, Social Policy, Geography, Natural Resource Management or a closely related field **and** four years of professional experience, three of which must have been performing work related to the assignment and one of which must have included supervisory experience equivalent to the level of Principal Planner.

Note: Graduate level coursework in a discipline related to the work may substitute for up to a year of the non-lead/supervisory experience requirement at the rate of three semester units for one month of experience. A master's degree in a discipline related to the assignment is highly desirable.

KNOWLEDGE OF:

- Principles, practices, and trends in urban and regional planning including physical, social and economic factors involved.
- Applicable federal, state and local laws, codes, ordinances, rules, regulations and policies.
- Principles and practices of public administration as they apply to effective management of personnel, fiscal resources, program implementation, and legislative developments affecting assigned programs.
- Programs, techniques, and federal, state, and local funding sources related to assigned programs.
- Principles of economics, governmental finance, sociology, community needs, and objectives as they relate to planning for assigned programs.
- Depending upon assignment, principles of environmental review laws and regulations, including the California Environmental Quality Act (CEQA).

ABILITY TO:

- Plan and coordinate complex programs, including implementing policies and applicable regulations related to assignment.
- Develop program plans and anticipate alternatives for program adjustments.
- Apply budgeting and financial analysis techniques.
- Interpret, apply and explain all applicable laws and ordinances in making decisions related to assignment.
- Plan, assign, manage, review and evaluate the work of staff.
- Prepare and present staff reports and other necessary documents to appropriate boards, groups and/or committees.
- Work within political decision-making processes.
- Represent the County and make major presentations to a wide variety of audiences.



February 17, 2022

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

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 to not automatically renew.

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 current employee, 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 taken over 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 requesting to terminate the agreement and return all duties, fiscal and administrative, back to the JPA. In addition, all funds maintained by the City on behalf of the JPA and related to the operation of the HHW program will be returned. Per the agreement, this letter shall serve notice of this request from the City of San Rafael. We hope to transition by June 30, 2022 so that all changes can be effective starting fiscal year 2022 - 2023.

We thank you for the opportunity to participate in this program and are willing to meet and develop a transition plan that will allow for continuity of service.

Sincerely,

Cristine Alilovich
Assistant City Manager

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

Belvedere Date: May 19, 2022

Corte Madera To: JPA Board of Directors

 From: Staff

County of Marin Re: This Item Removed from the Agenda

Fairfax This item has been removed from the Agenda.

Larkspur

Mill Valley

Novato

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

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

Belvedere Date: May 19, 2022

Corte Madera To: JPA Board of Directors

County of Marin From: Steve Devine, Program Manager

Fairfax Re: FY 22-23 JPA Draft, Proposed Budget and Related Hauler/Facility
 Assessments

Larkspur Following and attached is the draft, proposed Marin County Hazardous
 and Solid Waste Management Joint Powers Authority FY 22-23 Budget
Mill Valley (Attachment 1) and associated hauler/facility fee Assessments. This
 draft budget reflects an overall ~ 7% increase in Assessments – on the
Novato landfill, transfer station and the five haulers operating in the County.
 That said, due to an increase in the proportional share of self-haul
Ross disposal compared to franchised waste – most of this increase would be
 borne by the Redwood Landfill and Marin Resource Recovery “indoor
 dump” and most haulers would see reduced Assessments.

San Anselmo Based on data reported to the JPA by the five waste haulers – the
 proposed Assessment changes would translate into between a 2-3 cent
San Rafael decrease or increase in a typical ~ \$45/month “garbage bill.” The
 variation in the impact of the Assessments at the haulers is due to
Sausalito factors including the balance between commercial and residential
 accounts, changes in disposal tonnage over time and cost-of-service
 variations between communities.

Tiburon

Background

The vast majority of expense residents and business have in their “garbage bill” is collection labor and vehicle cost emptying the three garbage, compost and recycling containers. Those costs are regulated by the individual Cities, Towns, County or special districts with Franchise oversight. ***Please recall that the JPA is not funded by County, City or Town general funds or any sort of assessment on the Member Agencies.*** The JPA is funded by lump-sum assessments on the five waste haulers noted above, and the following solid waste facilities: Redwood Landfill in Novato, Marin Resource Recovery Center, and Marin Sanitary Transfer Station. In turn, all these operators pass along these costs to their customers as they see fit.

To better understand the context of JPA rate setting, each year the JPA polls the five local haulers to provide an answer to the question: *What is the Magnitude of the JPA Revenue Requirement as it Translates to Your Typical Residential Customer?* **As noted in the table below, the total costs for the services provided by this Agency, in total, equates to ~1% to ~ 2% of the total typical residential bill .**

<i>Hauler</i>	<i>Average Monthly Residential Rate</i>	<i>JPA Portion</i>	<i>% of Total Monthly Bill</i>
Bay Cities Refuse	\$40.52	.62¢	1.5%
Marin Sanitary Service	\$46.66	.73¢	1.6%
Mill Valley Refuse	\$52.65	.96¢	1.8%
Recology	\$39.95	.87¢	2.1%
Tamalpais CSD	\$71.02	.73¢	1.0%

The methodology to calculate the assessments generating the JPA’s revenue requirement is prescribed in the 1996 JPA Agreement. That methodology utilizes the local hauler and local waste facility disposal figures as the means to allocate the revenue requirement (Assessments). The tonnage allocation is reset every two years based on recent actuals. For this rate setting cycle, the Assessments are calculated using the most recently available 2021 data – and those figures will be used again next year until the next tonnage reset. The disposal data was relatively consistent with expected increases tracking economic growth – but with larger growth in “self-haul” at the Redwood Landfill in Novato and Marin Resource “indoor dump” transfer station in San Rafael.

The following two tables summarize the more significant, proposed, year-over-year budget changes:

Proposed Increases	
New edible food donation support per Zero Waste Plan Update	\$180,000
New full time Executive Director – using County Planning Manager classification	\$282,020
Insurance for commencing being the generator of record of the hazardous waste and involvement as the stewards of the Marin HHW Program	\$100,000
Zero Waste Schools Program incremental expansion and outsourcing	\$81,700
¼ of year of a new Waste Management Specialist overseeing the household hazardous waste program	\$39,129
Combining 10+ year old Zero Waste Grant Program with 1 year old Compliance Reimbursement Fund	No cost impact but will yield administrative efficiencies and improved oversight.

Proposed Reductions	
One time organizational consulting	- \$50,000
SB 1383 consulting	- \$50,000

The JPA Budget is Organized into Three Funds:

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

1. Zero Waste Fund

(JPA Section 6.2) Optional Member Participation

Novato does not participate in this program.

2. State Reporting and Requirements Fund

(JPA Section 6.1) All Members Participate

3. Household Hazardous Waste (HHW) Fund

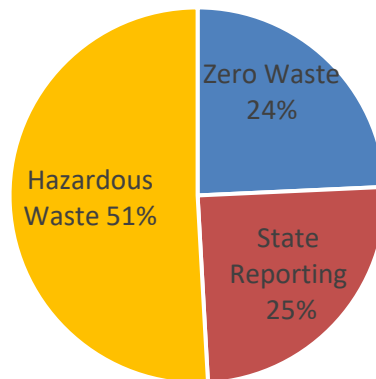
(JPA Section 6.2) Optional Member Participation

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

FUND OVERVIEW

Fund Center	FY 21-22 Expense Budget	FY 22-23 Proposed Expense Budget
1. Zero Waste	\$1,275,337	\$1,358,738
2. State Reporting	\$1,012,713	\$1,390,756
3. Hazardous Waste	\$2,572,807	\$2,848,620

FY 22/23 Proposed Expenditures by Fund - % of Total



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

1. **ZERO WASTE FUND ACTIVITIES**

Ongoing and proposed Zero Waste activities account for 24% of proposed JPA expenditures and include:

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

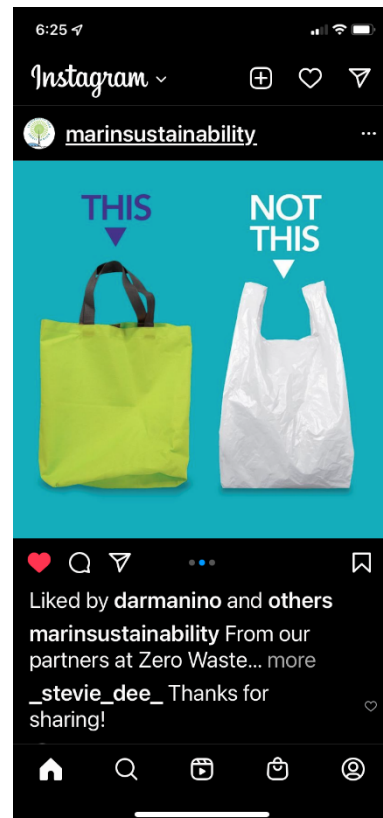


- Direct outreach to Marin citizens through various media sources including television, Internet, in-person consultations, presentations to businesses, business groups, HOAs and farmers markets. During COVID, a focus has been on online outreach. The JPA's campaigns recently have focused on eliminating waste at the source by providing specific suggestions such as using reusable coffee mugs, rechargeable batteries and single use water alternatives.

An example of the currently running Chose Reusables Every Time (Spring '22) Campaign can be seen here: <https://youtu.be/EO2AAgFA-8g>, along with a sample from the Holiday 2021 Zero Waste Gift Giving campaign:

<https://www.facebook.com/ZeroWasteMarin/videos/938891407009990>.

This budget category also includes work on maintaining and updating www.zerowastemarin.org and the associated recycling guide database.



- The **Zero Waste Schools Program** maintains thirty three schools in the program and aims to add three more in FY 22-22. There is currently a waiting list of ~ ten schools interested in joining the program. This program is highly regarded by the education community, has top-level buy in from the Marin County Office of Education and is foundational to providing long-term movement towards zero waste in Marin. A growing and added benefit of this program is the reality that many schools are used not just during “school hours” but also serve as community parks, recreation centers and more. Accordingly, we are seeing increased use of the infrastructure invested at school sites (compost and recycling bins) at weekend sporting events, picnickers, etc.



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

The April 16, 2022 Marin Independent Journal featured a front page story with accolades on the Zero Waste Schools Program – which is spearheaded by Senior Planner Casey Poldino.

Marin Independent Journal

Saturday, April 16, 2022 \$2.00 FACEBOOK.COM/MARINIJFAN TWITTER.COM/MARINIJ

marinij.com

MARIN SCHOOLS

STUDENT STEWARDS

Campuses participate in efforts to manage organic waste



PHOTOS BY SHERRY LAVARS — MARIN INDEPENDENT JOURNAL

Marin Horizon School "green team" members Allegra Carlin, left, and Aly Lozano-Prospiero, both in the eighth grade, help second-grade students Olivia Tucker, front, and Lindy Fraser select the proper bin for their waste after lunch at the Mill Valley campus Friday.

By Natalie Hanson
nhanson@marinij.com

Emboldened by a new state law, Marin students are stepping up to make their schools more sustainable.

With help from organizations such as Zero Waste Marin, school clubs and faculty groups across the county are brainstorming ways to manage their own food waste and recycling to comply with Senate Bill 1383, which aims to keep organic waste out of landfills.

The effort on campuses is not new. Casey Poldino, a county planner who manages Zero Waste Marin, kicked off the program in 2015 with two schools. Today, Zero Waste Marin has about 34 participating elementary schools, along

with several private and middle schools, learning how to bring sustainability methods to their campuses.

Bahia Vista Elementary students in San Rafael launched a program in the 2019-2020 school year, "when the school hired a new custodian, Estuardo, who was eager to help his school and our team reduce waste," Poldino said.

Poldino said the students have reduced their landfill bill by diverting organic waste to compost collection.

"Estuardo has a collection system he sets out everyday at lunch to capture uneaten food and food waste," Poldino said.

"Their green team created an excellent video to teach their peers the importance

COMPOST » PAGE 4



Marin Horizon School science teacher Mo Poxon hangs up "green team" vests after lunch Friday. Team members show younger students how to recycle and compost in the correct bins.

"There was pent-up demand for the green team. Climate change causes a lot of anxiety in kids."

— Marin Horizon School science teacher Mo Poxon

ECONOMY

Jobless rate falls to 2.4% in Marin

New data in line with pre-pandemic figures

By Will Houston
whouston@marinij.com

Marin County recorded its lowest unemployment rate for March since the pandemic began two years ago, according to state data released Friday.

The March rate of 2.4% was a drop from the 2.8% rate recorded in February and was the second-lowest rate in the state, according to the California Employment Development Department data. San Mateo County had the state's lowest unemployment rate of 2.3% while Santa Clara County had the third-lowest rate of 2.5%.

Marin is usually among the three counties in California with the lowest unemployment rates. The rate is calculated based on the employment status of Marin residents who usually have higher-paying jobs that were not nearly as affected by the pandemic and stay-at-home orders.

California's unemployment rate dropped to 4.9% in March from 5.3% the month before, and the national rate dropped from 3.8% to 3.6%.

Marin's 2.4% rate is comparable to those of pre-pandemic years, when the rate was about 2.5% in both March 2018 and 2019. But the rate alone doesn't show the whole picture.

"It looks like on the surface Marin is recovering but there are a few caveats," said Robert Eyer, chief economist at the Marin Economic Forum.

Both Marin County's workforce — the total of employed residents and unemployed residents actively seeking a job — and the number of jobs

JOBS » PAGE 4

COVID-19

State plans no new restraints



Reusables, not just recycling and composting are promoted in the Zero Waste Schools Program. Who knew that reusable water bottles could be so cool?

Other general zero waste outreach includes fielding recycling, composting and waste diversion questions from the community, supporting City and Town newsletter articles, etc. This outreach often includes working closely with each of the five waste haulers that operate in the County – as seen here with Waste Management Specialist Andrew Shelton working with Mill Valley Refuse Service.

Join us for our March 15 meetup

<div style="border: 2px solid #4CAF50; border-radius: 50%; padding: 10px; background-color: black; color: white;"> <p style="font-size: 1.2em; margin: 0;">Let's Talk Trash:</p> <p style="margin: 0;">How to Sort Your Waste and Why</p> </div>		 <p style="font-weight: bold; margin-top: 5px;">Gene Della Zoppa</p>
 <p style="font-weight: bold; margin-top: 5px;">Andrew Shelton</p>		<div style="border: 2px solid #4CAF50; border-radius: 50%; padding: 10px; background-color: black; color: white;"> <p style="font-size: 1.2em; margin: 0;">March 15</p> <p style="margin: 0;">6:30pm on Zoom</p> </div>

2. “STATE” FUND PROGRAMS

Proposed State Program expenditures for FY 22-23 account for 25% of JPA expenditures. A primary activity in this fund center has been disposal tracking, mandatory regional reporting for the Electronic Annual Report, conducting the annual, agency Audit and other administrative requirements of public agencies.



- **Organizational Assessment/Zero Waste Plan Update**

While this Agency was well suited to address the requirements of California’s, 1989 AB 939 – which required 50% waste diversion from landfill – there are substantial and numerous additional expectations from the community and State that have evolved in 30+ years and this Agency needs to keep up. Accordingly, in late 2019, the JPA conducted an RFP to identify and retain a contractor to shepherd a “Zero Waste Plan Update and Organizational Assessment.” A Board Organizational Assessment Subcommittee (Chair Toy, Alilovich, Donnery, and Hymel/Eilerman) selected R3 Consulting Group Inc. (and a team of subcontractors) to work on the project. The Covid-19 pandemic, multiple Interim Executive Directors and other challenges slowed the project, but the Board adopted a Zero Waste Plan Update in August 2021.

The first critical step in implementing actions identified in the Board’s updated Zero Waste Plan is the proposed hiring of a full time Executive Director – and that matter is addressed in another Agenda Item on your meeting today. The budget reflects the addition of a full-time Executive Director utilizing the County’s existing Planning Manager classification.

- **Proposed Combining of the Historical Zero Waste Grant Program and Last Year’s New Compliance Reimbursement Fund into a new “Reimbursable Compliance Program.”**

The draft, proposed FY 22-23 budget includes combining the now 10+ year old Zero Waste Grant Program (\$350,000) with last year’s new, \$317,708 “Compliance Reimbursement Fund” into a combined Reimbursable Compliance Program. This Program would be funded in this State Compliance Fund, and as such would be available to all the Member Agencies, the Special Districts that franchise solid waste, and Novato (which might need to provide direction on if the recipient of funds would be the Sanitary District and/or City). This program would provide fiscal support to help each of the 21 Franchising Entities in Marin County with customized programs and projects most appropriate for their particular community – including needs related to SB 1383 (California’s Short Lived Climate Pollutant Law).

Mechanically, it is proposed that these funds would be paid upon receipt of an invoice from the subject public agency with a simple demonstration that they conducted compliance work associated with SB 1383, AB 1826, AB 341 and AB 827. This work,

for example, typically ranges from costs for a consultant advising on updating waste ordinances, implementing food waste reduction policies, developing procedures for state required route auditing, developing procedures for business auditing, training staff on reporting software, etc. JPA staff will update and develop procedures for this new program which would include having the reimbursements come before the JPA Board for review and approval ~ May – allowing for the maximum amount of time for work to be conducted by each public agency franchising entity during the Fiscal Year.

This RCP would support the individualized needs of Marin’s many unique communities. Recent projects undertaken in Marin communities via this historical Zero Waste Grant Program have included installation of refillable water bottle stations, technical assistance to businesses to expand edible food donation, composting and recycling, chippers for organic debris, expanded use of reusables at festivals – and more.



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

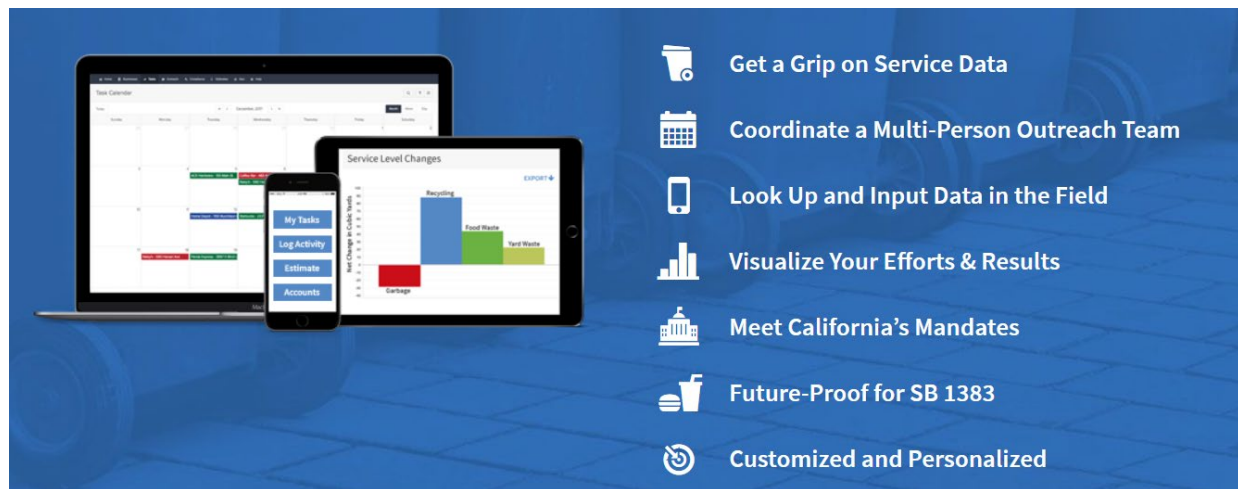


Indoor waste stations

To facilitate individual jurisdiction reporting to the CalRecycle State Agency on SB 1383 and other reporting – the proposed budget includes continued funding for licensing of the [“Recyclist”](#) which is a cloud-based software system facilitating complex data collection and organization for jurisdiction level compliance reporting.

This past year, Staff has been working diligently with Recyclist to facilitate the initial data uploads of each of the 21 franchising entities service data into the program trackers working with the four private waste haulers (Bay Cities Refuse Service, Marin Sanitary Service, Mill Valley Refuse Service and Recology Sonoma Marin) along with the one public agency hauler – Tamalpais Community Services District.

User training for the 21 public agencies is scheduled for May 24th for the primary and secondary system users. Additional training, specific to the five waste haulers, will occur later that week. These events will be recorded and made available for those that cannot make the scheduled trainings.



While Recyclist will be an excellent tool in helping jurisdictions organize data, facilitate collection of data from their particular hauler in all in formats that will ease State reporting – it needs to be noted that it is still necessary for each jurisdiction to manually key in reporting data to the State’s system – as CalRecycle is not providing an electronic reporting gateway.

CalRecycle conducted one webinar to date which only showed some wireframe intention of how data might be input into an SB 1383 reporting portal – but the Agency has not released any compendium of what all will be asked. CalRecycle has announced webinars in June 2022 that are advertised to discuss SB 1383 reporting into an updated “Electronic Annual Report.” This description is confusing as Recyclist, consultants we work with, and Staff are under that understanding that a typical “Electronic Annual Report/EAR” is due in August. And, we expect that in October each “reporting jurisdiction” in the State will need to submit its SB 1383 “Jurisdiction Annual Report/JAR” in October. We hope to get some clarity on all this moving forward.

3. HOUSEHOLD HAZARDOUS WASTE (HHW) FUND ACTIVITIES

The proposed HHW Program expenditures for FY 22-23 account for 51% of total JPA expenditures. The program collects, and diverts from landfill, over 1.5 million pounds of material each year. The JPA retains HHW services for the community via a contract with the City of San Rafael Fire Department which in turn contracts with Marin Resource Recovery Association (MRRA). The Fire Department also conducts “Toxic Away Days” for remote areas of West Marin. MRRA operates the HHW facility at 565 Jacoby Street in San Rafael. Novato’s hazardous waste services are provided by the Novato Sanitary District. Items of note and continued operation in this Fund include:



Unloading hazmat at Marin HHW Facility.

- The proposed Marin HHW Facility Budget provided by the City of San Rafael Fire Department (under contract to this JPA to oversee the Facility) has a proposed ~\$70,000 increase for waste handling. It should be noted that as the waste stream continues to evolve, it is generally becoming more hazardous and more toxic. For example, increased use of lithium batteries is a huge hazard that needs to be managed and requires additional attention.
- The City of San Rafael Fire Department has provided notice it will transition out of its roll overseeing the Household Hazardous Waste Facility. The JPA will need to negotiate a replacement agreement with the Marin Resource Recovery Association, and maybe also a hazardous waste collection vendor for the “Toxics Away Days” held in West Marin – to serve those more remote communities not near the San Rafael facility. Accordingly, there are two new costs items in the proposed budget:
 - A \$100,000 allocation for insurance as the JPA will need to become the generator of record for the waste and assume EPA based, cradle to grave responsibility along with other liability; and,
 - \$39,129 for addition of a Waste Management Specialist in the 4th quarter of the fiscal year to commence program oversight and assistance.
- The JPA operates, via a subcontractor, a popular Bulb and Battery Drop-off

program that provides ten convenient collection locations for the community to recycle bulbs and batteries that can contain mercury and other heavy metals.



- The JPA will continue administration of the State of California Oil Payment Program for Marin (less Novato). This project provides for promotion of proper motor oil and filter handling, bilingual outreach, certification of oil recycling centers in the County, and bilge pad absorbent distribution and collection at marinas.

This program includes a significant Spanish language outreach component and leveraging of grant funds to also help promote general zero waste outreach and hazardous waste education. Storm drain markers are also provided to the Member Agencies.



Storm Drain Markers



New bilge pad dispenser and used receptacle.

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

Don't throw needles in the trash!

➔ **Use approved sharps containers**

➔ **Bring containers to a drop-off point**

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

RECOMMENDATION

Adopt a Motion providing specific direction to Staff on changes to the Draft, Proposed FY 22-23 Budget that will come before the Full Board for your review and approval at your June 16, 2022 Board Meeting.

Attachments:

- 1. Draft FY 22-23 Budget by Fund
- 2. City of San Rafael Fire Proposed FY 22-23 Household Hazardous Waste Facility Budget

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

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

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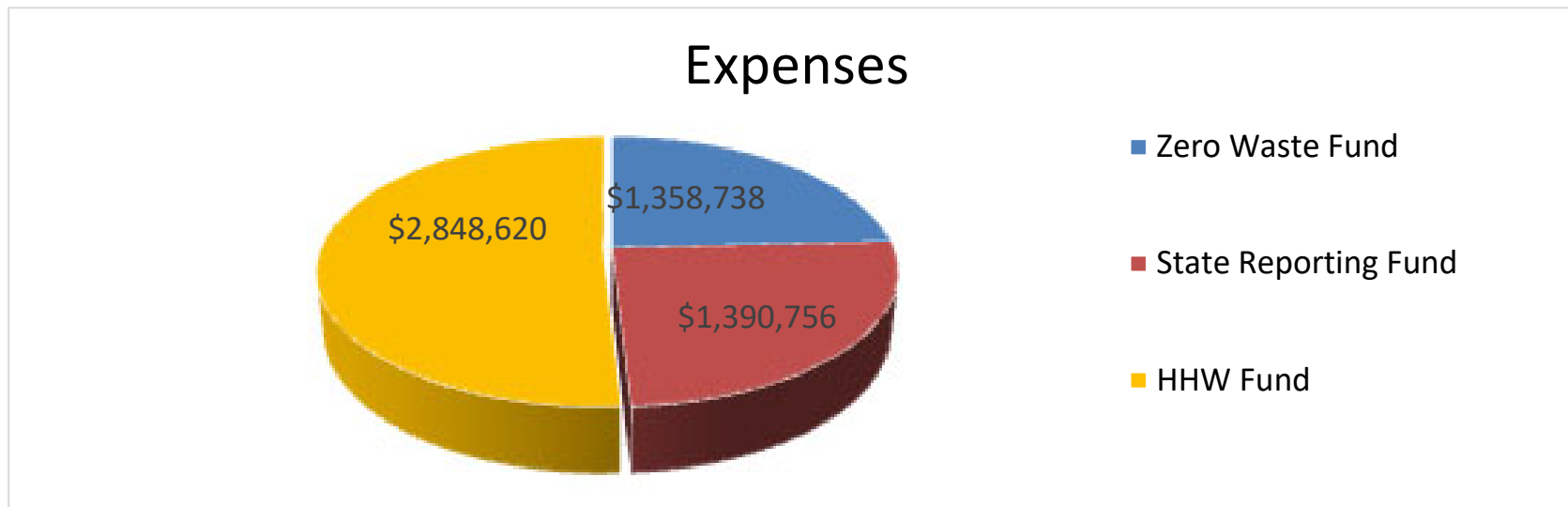
Item 8. Attachment 1

JPA Hauler, Landfill & Transfer Station Assessments
FY 22/23

		A	B	C	D	E F G H				
						FY 22/23				
2021 DISPOSAL (tons)		TOTAL TONS		FY 21/22 Assessments	Zero Waste	State Reporting	HHW	Total	Year over Year Change	
MSW Haulers	MSW & Debris	Self-Haul								
Bay Cities Refuse	6,150	N/A	6,150	\$98,355	\$18,240	\$26,145	\$44,091	\$88,477	(\$9,878)	
Marin Sanitary Service (MSS)	48,203	N/A	48,203	\$699,372	\$142,965	\$204,922	\$345,584	\$693,471	(\$5,901)	
Mill Valley Refuse	20,396	N/A	20,396	\$309,760	\$60,493	\$86,708	\$146,226	\$293,426	(\$16,334)	
Recology Novato Disposal	27,009	N/A	27,009	\$59,145	\$0	\$114,821	\$0	\$114,821	\$55,676	
Recology Sonoma Marin	5,646	N/A	5,646	\$94,042	\$16,745	\$24,002	\$40,478	\$81,226	(\$12,816)	
Tam. CSD	1,631	N/A	1,631	\$25,419	\$4,837	\$6,934	\$11,693	\$23,464	(\$1,955)	
Total Franchised Haulers	109,035	N/A	109,035	\$1,286,093	\$243,281	\$463,532	\$588,072	\$1,294,885		
Landfills										
Redwood	N/A	142,999	142,999	\$1,703,905	\$424,121	\$607,920	\$1,025,208	\$2,057,250	\$353,345	
Redwood Landfill	N/A	142,999	142,999	\$1,703,905	\$424,121	\$607,920	\$1,025,208	\$2,057,250		
Transfer Stations										
Marin Resource Recovery Center		105,048	105,048	\$1,549,569	\$311,562	\$446,582	\$753,125	\$1,511,269	(\$38,300)	
Marin Sanitary Service Transfer Station		3,888	3,888	\$45,835	\$11,531	\$16,529	\$27,874	\$55,935	\$10,100	
Total Transfer Stations		108,936	108,936	\$1,595,404	\$323,094	\$463,111	\$780,999	\$1,567,204		
TOTALS	109,035	251,935	360,970	\$4,585,402	\$990,496	\$1,534,563	\$2,394,279	\$4,919,338	7.3%	

Item 8. Attachment 1

Proposed FY 22/23 Budget				
	Zero Waste Fund	State Reporting Fund	HHW Fund	All Funds Total
Expenses	\$ 1,358,738	\$ 1,390,756	\$ 2,848,620	\$ 5,598,114
Contingency	\$ 135,874	\$ 139,076	\$ 284,862	\$ 559,811
Revenue Requirement	\$ 1,494,611	\$ 1,529,832	\$ 3,133,482	\$ 6,157,926
Interest	\$ 1,000	\$ 500	\$ 2,000	\$ 3,500
State Oil Payment			\$ 65,000	\$ 65,000
Assessments	\$ 990,496	\$ 1,534,563	\$ 2,394,279	\$ 4,919,338
Carry Over	\$ 503,116	\$ (5,231)	\$ 672,203	\$ 1,170,087
Revenue	\$ 1,494,611	\$ 1,529,832	\$ 3,133,482	\$ 6,157,926



	Zero Waste Fund	State Reporting Fund	HHW Fund
Expenditures as Percent of Total Budget by Fund	24%	25%	51%

Item 8. Attachment 1

ZERO WASTE FUND
FY 22/23 (80238601) EXPENSE BUDGET

<u>FY 21/22</u> <u>APPROVED</u> <u>BUDGET</u>	<u>FY 21/22</u> <u>TOTAL EST</u> <u>EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>FY 22/23</u> <u>BUDGET</u> <u>REQUEST</u>	<u>VARIANCE</u>	<u>% CHANGE</u>	<u>NARRATIVE</u>
\$ 280,977	\$ 280,977	Salaries and Wages	511110	\$452,678	\$ 171,701	61.1%	Contract staff wages and benefits. Increase mostly new full-time Executive Director.
\$ 2,060	\$ 2,060	Legal Expense	522545	\$2,060	\$ -	0.0%	Legal counsel.
\$ 15,000	\$ 15,000	Construction & Demolition Debris	522510	\$15,000	\$ -	0.0%	Contract support for Construction & Demolition outreach at Members.
\$ 40,000	\$ 40,000	Member Agency & Community Support	522510 & 522310	\$40,000	\$ -	0.0%	City & Town support for kitchen compost pails, reusable produce bags, xmas tree recycling promotion, general outreach and education.
\$ 15,000	\$ 15,000	State, Regional and Local "Wasteshed" Partnerships	522210	\$15,000	\$ -	0.0%	California Product Stewardship Council, Californian's Against Waste, Marin Builder's Association, Business Chambers, BayRoc, NCRA, Youth Convergence, CRRA etc. Support for Extended Producer Responsibility and reduced packaging.
\$ -	\$ -	Edible Food Donation Support	522510 & 522310	\$180,000	\$ 180,000	↑	Support expansion and capacity of and for edible food capture and redistribution, alongwith support for documentation of same without hampering non-profits critical mission.
\$ 10,000	\$ 10,000	Training, Conferences & Professional Memberships	523210	\$10,000	\$ -	0.0%	Training, conferences & professional memberships.
\$ 298,300	\$ 298,300	Zero Waste School Program	522510 & 522310	\$380,000	\$ 81,700	27.4%	Waste diversion programs & education in partnership with MCOE, many school districts, all five haulers, custodians, parents, unions, and students. Main subcontractor = non profit, SEI (Strategic Energy Innovations) @ \$220,000. Trash Bin Cleaners Co. @ \$40,000, & ZWM JPA at \$120,000 for bins, signs, equipment, containers, eco-foodware startup.
\$ 260,000	\$ 260,000	Information and Outreach	522510	\$260,000	\$ -	0.0%	Social media, print, bus shelter, and other outlets for zero waste campaigns. ZeroWasteMarin.org improvements. Sample articles for Member Agencies.
\$ 350,000	\$ 321,431	Zero Waste Grant		\$0	\$ (350,000)	↓	This \$350K moved to the State Fund for proposed, COMBINING of Zero Waste Grant Program & Compliance Reimbursement Fund into new Zero Waste Reimbursement Program
\$ 4,000	\$ 4,000	Truck	561660	\$4,000	\$ -	0.0%	Annual maintenance, insurance, amortization.
\$ 1,275,337	\$ 1,246,768	Zero Waste Fund Expense Totals		\$1,358,738	\$ 83,401	6.5%	

FY 22/23 (80238601) REVENUE BUDGET

<u>FY 21/22</u> <u>APPROVED</u> <u>BUDGET</u>	<u>FY 21/22</u> <u>TOTAL EST</u> <u>REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE</u> <u>SOURCE</u>	<u>FY 22/23</u> <u>REVENUE</u> <u>REQUEST</u>	<u>NARRATIVE</u>
\$1,000	\$1,000	Interest	441115	\$1,000	Interest
\$1,310,288	\$1,310,288	Solid Waste Management	461510	\$990,496	Hauler, Landfill, Transfer Station Assessments
\$91,582	\$438,595	Carry-Over	N/A	\$503,116	Carry-over from prior fiscal year (contingency + unspent)
\$1,402,870	\$1,749,883	Total Revenue		\$1,494,611	
		<u>GENERAL CONTINGENCIES</u>			
		Contingency Account	900010	\$135,874	
		Contingency Target = 10%		10%	

Item 8. Attachment 1

**STATE REPORTING & REQUIRED
FY 22/23 (80218601) EXPENSE BUDGET**

<u>FY 21/22 APPROVED BUDGET</u>	<u>FY 21/22 TOTAL EST EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>FY 22/23 BUDGET REQUEST</u>	<u>VARIANCE</u>	<u>% CHANGE</u>	<u>NARRATIVE</u>
\$394,546	\$394,546	Salaries and Wages	511110	\$504,589	\$110,043	27.9%	Contract staff wages and benefits. Increase mostly new, full-time Executive Director.
\$15,000	\$2,500	Legal Expense	522545	\$15,000	\$0	0.0%	Legal counsel.
\$19,200	\$19,200	Outside Acctg & Audit Fees	522585	\$19,200	\$0	0.0%	Financial Audit + Submittal of GCC & FTR to State on behalf of the JPA.
\$20,000	\$20,000	Insurance	521610	\$20,000	\$0	0.0%	Insurance.
\$16,941	\$16,941	Rent	522925	\$16,941	\$0	0.0%	Office space.
\$1,500	\$0	Training/Professional Development	523210	\$1,500	\$0	0.0%	Training & professional development.
\$618	\$0	Mileage & Routine Travel	523445	\$618	\$0	0.0%	Routine travel.
\$1,200	\$0	Supplies & Reproduction	522410	\$1,200	\$0	0.0%	Reflective of annual usage.
\$317,708	\$255,199	Compliance Reimbursement Fund	522510	\$667,708	\$350,000	↑	Now COMBINED Zero Waste Grant funds and Compliance Reimbursement Fund into new Zero Waste Reimbursement Program
\$50,000	\$0	SB 1383 Consulting Per ZW Planning Recommendations	522510	\$0	(\$50,000)	N/A	One time project not pursued.
\$50,000	\$0	Organizational Consultant to Advise on Implementing Recommendations	522510	\$0	(\$50,000)	N/A	One time project not pursued.
\$126,000	\$126,000	Recyclist SB 1383 Regional Reporting Software	522510	\$144,000	\$18,000	14.3%	Provision of data collection and organizing SAAS web based tool facilitating jurisdiction reporting. Increase due to commencing data set imports from haulers on behalf of 21 user jurisdictions.
\$1,012,713	\$834,386	State Reporting Fund Ops Total		\$1,390,756	\$378,043	27.2%	

FY 22/23 (80218601) REVENUE BUDGET

<u>FY 21/22 APPROVED BUDGET</u>	<u>FY 21/22 TOTAL EST REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE SOURCE</u>	<u>FY 22/23 REVENUE REQUEST</u>	<u>NARRATIVE</u>
\$500	\$500	Interest	441115	\$500	Interest
\$716,401	\$716,401	Solid Waste Management	461510	\$1,534,563	Hauler, Landfill, Transfer Station Assessments
\$397,084	\$112,254	Carry-Over	N/A	-\$5,231	
\$1,113,985	\$829,155	Total Revenue		\$1,529,832	
		<u>GENERAL CONTINGENCIES</u>			
	-\$5,231	Contingency Account	900010	\$139,076	
		Contingency Target = 10%		10%	

Item 8. Attachment 1

HOUSEHOLD HAZARDOUS WASTE FUND
FY 22/23 (80228601) EXPENSE BUDGET

<u>FY 21/22</u> <u>APPROVED</u> <u>BUDGET</u>	<u>FY 21/22</u> <u>TOTAL EST</u> <u>EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>FY 22/23</u> <u>BUDGET</u> <u>REQUEST</u>	<u>VARIANCE</u>	<u>% CHANGE</u>	<u>NARRATIVE</u>
\$182,740	\$182,740	Salaries and Wages	511110	\$206,324	\$ 23,584	12.9%	Contract staff wages and benefits. Increase mostly new, full-time Executive Director + 4th quarter Waste Management Specialist for HHW.
\$182,309	\$182,309	HHW Facility Oversight	522555	\$182,309	\$ -	0.0%	San Rafael FD HHW facility oversight.
\$1,847,747	\$1,847,747	HHW Facility Operations	522510	\$1,917,482	\$ 69,735	3.8%	HHW facility operation + West Marin HHW events.
\$0	\$0	New Insurance for HHW Operations	521610	\$100,000	\$ 100,000	↑	Likely need to obtain insurance as generator of record for household hazardous waste and small quantity business generator waste for most of Marin County.
\$41,816	\$41,816	Novato HHW Pass Through	522310	\$52,650	\$ 10,834	25.9%	Novato HHW fee reimbursement.
\$2,732	\$2,732	Legal Services	522545	\$2,732	\$ -	0.0%	Legal counsel on Haz Waste contracts and grant agreements, including Bulb and Battery and Marina programs.
\$164,800	\$164,800	Bulb and Battery Program	522510	\$164,800	\$ -	0.0%	Fluorescent bulbs and batteries hazwaste collection.
\$85,933	\$85,933	Sharps & Needles Program	522310	\$85,933	\$ -	0.0%	Support for the Sharps and Needles Program via Environmental Health Services.
\$2,508,077	\$2,508,077	Operational Budget Subtotal		\$2,712,230	\$ 204,153		
		Oil Payment Program					
		Oil Payment Program - Cycle 10	41PWPOPP10	\$1,631		n/a	
		Oil Payment Program - Cycle 11	41PWPOPP11	\$6,260		n/a	
\$82,000	\$63,500	Oil Payment Program - Cycle 12	41PWPOPP12	\$63,500		n/a	
		Oil Payment Program - Cycle 13	41PWPOPP13	\$65,000		n/a	
\$82,000	\$63,500	Oil Payment Program Subtotal		\$136,391			
\$2,590,077	\$2,571,577	HHW Fund Total Expenses	Total	\$2,848,620	\$ 204,153	7.9%	

FY 22/23 (80228601) REVENUE BUDGET

<u>FY 21/22</u> <u>APPROVED</u> <u>BUDGET</u>	<u>FY 21/22</u> <u>TOTAL EST</u> <u>REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE</u> <u>SOURCE</u>	<u>FY 22/23</u> <u>REVENUE</u> <u>REQUEST</u>	<u>NARRATIVE</u>
\$2,000	\$2,000	Interest	441115	\$2,000	Interest
\$65,000	\$63,509	Other Aid: State	451970	\$65,000	CalRecycle Funds for Used Oil Payment Program
\$2,460,356	\$2,460,356	Solid Waste Management	461510	\$2,394,279	Hauler, Landfill, Transfer Station Assessments
\$204,284	\$717,915	Carry-Over	N/A	\$672,203	Carry-over from prior fiscal year (contingency + unspent)
\$2,731,640	\$3,243,780	Total Revenue		\$3,133,482	

GENERAL CONTINGENCIES

\$672,203	Contingency Account	900010	\$284,862
	Contingency Target = 10%		10%



SAN RAFAEL FIRE DEPARTMENT

FIRE CHIEF DARIN WHITE
PHONE: (415) 485-3084
FAX: (415) 453-1627

April 20, 2022

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

RE: Fiscal Year 2022/23 Budget Proposal

Dear Steve,

Please accept this letter as the Fiscal Year 2022/23 budget proposal for the Marin Household Hazardous Waste (HHW) Program. The allocation amounts for the City of San Rafael (City) management oversight and for Marin Recycling and Resource Recovery Association (MRRRA) contractual services are provided herein.

The HHW Program budget for the current fiscal year, FY 2021/22 was \$2,029,786, which was a 5.7% increase from the previous year.

HHW Program budget proposal summary:

For FY 2022/23, we are proposing a total HHW Program budget of \$2,099,521, which is a 3.4% increase from the previous year's budget and under the CPI-U for the San Francisco Bay Area which saw increases of 4.2%.

The budget proposal for the City of San Rafael management oversight is \$182,039. This remain unchanged from the year prior which reflects a change in staffing model at the City that will not affect the service provided.

We are proposing a total MRRRA contractual services budget of \$1,917,482. This is a 3.8% increase from the previous year's budget.

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The increase in expenditures is based primarily on the following:

- Increasing classified personnel costs:
 - MRRRA conducted a salary comparison at permanent household hazardous waste facilities in the San Francisco Bay Area and found that salaries at the facility are below market. For this reason, to maintain a high level of employee retention, the Marin HHW facility plans to adjust HHW employees' salaries between 7 to 10% during the next fiscal year.
- Implementing communication tools for customers:
 - Develop online customer service tools for the website (internet bot, scheduler, and materials search bar).
 - Update of the hazardous waste brochure.

The City and MRRRA through prudent fiscal management are proud to propose a budget increase well below the CPI-U while increasing MRRRA employee salaries substantially.

Please see the budget tables on the next page.

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Proposed Marin HHW Program Operating Budget FY 2022/23

<u>MRRRA</u>	
Personnel	\$ 903,438
Non-personnel	\$ 1,014,044
Total HHW Facility Operating Contractual Services:	\$ 1,917,482
<u>CITY</u>	
Personnel	\$ 132,492
Non-personnel	\$ 49,548
Total City Management Oversight:	\$ 182,039
<hr/>	
Total Marin HHW Program FY 2022/23 Budget:	\$ 2,099,521

Marin HHW Program Operating Budget FY 2021/22

<u>MRRRA</u>	
Personnel	\$ 826,597
Non-personnel	\$ 1,021,150
Total HHW Facility Operating Contractual Services:	\$ 1,847,747
<u>CITY</u>	
Personnel	\$ 132,492
Non-personnel	\$ 49,548
Total City Management Oversight:	\$ 182,039
<hr/>	
Total Marin HHW Program FY 2021/22 Budget:	\$ 2,029,786

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

Respectfully,



Thomas Wong
Senior Management Analyst
San Rafael Fire Department
1375 Fifth Avenue
San Rafael, CA 94901
(415) 458-5360

"Our Mission...is to help"