

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Our mission is to protect natural resources by promoting source reduction of waste through reuse, repair, and more mindful purchasing. To make recycling and composting easy, we offer a variety of programs including: the Household Hazardous Waste Program, the Zero Waste Schools Program, and public outreach and education programs. These programs align with County-wide goals to act on climate change and promote healthy, safe, and sustainable communities.

## BOARD OF DIRECTORS MEETING

Thursday, May 16, 2024, 1:45 pm – 2:45 pm

In Person: San Rafael City Hall, 1400 Fifth Ave, 3<sup>RD</sup> Floor, Large Conference Room, San Rafael, CA 94901

## AGENDA

### Call to Order

1. Public Participation Instructions (Information Only) 1 Minute.
2. Open Time for Public Comment (Information Only) 5 Minutes.

### Consent Calendar

3. Approve JPA Board Meeting Minutes from March 21, 2024 (Action) 1 Minute.

### Regular Agenda

4. Executive Director Update (Information Only) 5 Minutes.
5. Approve Zero Waste Reimbursement Program Reimbursement Requests (Action) 5 Minutes.
6. Review and Discuss Audit (Information Only) 5 Minutes.
7. Budget & Resolution Setting Assessment Fees for Fiscal Year 24-25 (Action) 20 Minutes.
8. Approve Contract Signatory Authority to the Executive Director (Action) 5 Minutes.
9. Approve 3-month extension on Household Hazardous Waste Facility Agreement (Action) 5 Minutes.
10. Form Subcommittee to Review Special Districts Responsibilities (Action) 5 Minutes.
11. Suggested Agenda items for April Meeting (Information Only) 2 Minutes.
12. Adjournment.



For disability accommodations please phone **(415) 473-4381** (Voice), CA Relay 711, or e-mail [Zero.Waste@MarinCounty.gov](mailto:Zero.Waste@MarinCounty.gov) at least five business days in advance of the event. The County will do its best to fulfill requests received with less than five business days' notice. Copies of documents are available in alternative formats, upon request.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## SPECIAL REMOTE PUBLIC INSTRUCTIONS

Thursday, May 16, 2024, 1:45 pm – 2:45 pm

The public can participate in the Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board Meeting via a Zoom webinar on Thursday, May 16, 2024, from 1:45 pm – 2:45 pm.

### Zoom Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/96325364603?pwd=U3Nldkd5WEtBNEhBQ3docTBKerRUQT09>

Meeting ID: 963 2536 4603

Passcode: 602532

Or One tap mobile:

+16699006833,,97686197491#,,,,\*691553# US (San Jose)

+16694449171,,97686197491#,,,,\*691553# US

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

- |                      |                      |                      |
|----------------------|----------------------|----------------------|
| • +1 253 215 8782 US | • +1 689 278 1000 US | • +1 312 626 6799 US |
| • +1 346 248 7799 US | • +1 929 205 6099 US | • +1 360 209 5623 US |
| • +1 719 359 4580 US | • +1 301 715 8592 US | • +1 386 347 5053 US |
| • +1 253 205 0468 US | • +1 305 224 1968 US | • +1 507 473 4847 US |
| • +1 646 931 3860 US | • +1 309 205 3325 US | • +1 564 217 2000 US |

Find your local number: <https://zoom.us/u/acRSzeUTF>

### Comments

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).



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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Open Time for Public Comment

**Fairfax**

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

**Larkspur**

**Mill Valley**

## **Recommendation**

**Novato**

Receive public comment. Information Only.

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Board of Directors Meeting

Thursday, March 21, 2024

1:45 P.M – 2:45 P.M

In-person: San Rafael City Hall, 1400 Fifth Ave, 3<sup>rd</sup> Floor, Large Conference Room, San Rafael, CA 94901

## **MEMBERS PRESENT**

Dan Eilerman, County of Marin  
John Stefanski, San Rafael  
Heather Abrams, Fairfax  
Greg Chanis, Tiburon  
Todd Cusimano, Mill Valley  
Christa Johnson, Ross  
Cory Bytof, San Rafael  
Shannon O'Hare, Larkspur

## **STAFF PRESENT**

Kimberly Scheibly  
Casey Poldino  
Meilin Tsao  
Amy Kolnes  
Justin Newsome

## **ZOOM**

Dale McDonald, ZWM LTF, Special District  
Bonner Buehler, Homestead Valley Sanitary

## **IN-PERSON PUBLIC**

Justin Wilcock, Marin Sanitary Service  
Greg Christie, Bay Cities Refuse

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## Call to Order

### 1. Remote Public Participation Instructions

Information only.

### 2. Open Time for Public Comment

No public comments were tendered.

## Consent Calendar

### 3. JPA Board Meeting Minutes from January 18, 2024

Motion to approve the JPA Board Meeting Minutes from August 17, 2023.

Motion: David Donery. Second: Dan Eilerman. Vote: Unanimous.

## Regular Agenda

### 4. Executive Director Update

Executive Director Kimberly Scheibly delivered the update. ZWM staff have worked to identify gaps and deficiencies in processes and areas of improvement. FY24-25 will have a focus on process improvement and tightening internal controls, goal setting, and measurement. The auditing firm Pisenti and Brinker that was hired to audit the JPA has been instrumental in identifying deficiencies and has worked closely with ZWM, County of Marin's accounting/fiscal staff in designing tighter internal controls. Pisenti and Brinker is in the process of completing the draft of the audit and is a couple weeks behind schedule. The Local Assistance Grant has been awarded and the final budget was sent to CalRecycle as a stipulation of the award. The budget sent is a baseline budget that can be moved in determining needs and the check should arrive in April. New programs have been added: A solar panel program which is in the works and will launch later this year. Next is the Marin Takeback Program which is funded through CalRecycle. Lastly, a grocery store outreach program. There has been feedback on the types of reusables being used and ways for decreasing waste. The Waste Characterization Study-Vendors and Budget will be reviewed by the Executive Committee and will be funded by the Local Assistance Grant money. City of San Rafael is spending the last of its money on a pilot with multifamily dwellings in the Canal area. Other special districts have reported using the money to purchase sorting stations and signage. ZWM has participated in their first meetings with Zero Waste Sonoma to find out areas in where they can learn and partner.

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### 5. SB54 (Plastic Pollution Prevention and Packaging Producer Responsibility Act) Draft Regulatory Comments for CalRecycle

Executive Director Kimberly Scheibly shared that SB54 aims to eliminate packaging that is not 100% recyclable or compostable and will improve recycling rates and reduce the overall amount of packaging. Additionally, the law requires producers to manage single-use plastic and develop a sustainable funding mechanism.

Producers in California will be required to join the Producer Responsibility Organization (PRO) (Circular Action Alliance, appointed by CalRecycle as the P.R.O. They will establish plans, collect fees, and report to CalRecycle. This will be a multiyear effort to shift the cost from jurisdictions to producers. On March 8, 2024 CalRecycle formally opened a 45-day public comment period and will commence on April 23, 2024. This law may impact existing franchise agreements and ordinances such as the Reusable Foodware ordinances. Municipalities are encouraged to comment, draft, and communicate with the P.R.O. as they are going to develop a budget to reimburse municipalities for the cost of implementing.

Executive Director Kimberly Scheibly mentioned there is an attached presentation from Timothy Burrows, Executive Director of StopWaste and Chair of the SB54 Advisory Board. If there are any comments, Burrows would be the contact individual. If choosing to do so, member agencies, alternates, and staff can present comments to ZWM staff by April 5, 2024 and it would be included in a letter going to CalRecycle on behalf of all agencies. CalRecycle will have another public workshop on May 1, 2024 on this law. Executive Director Scheibly added that there are links in the agenda packet provided with more information.

A follow up question-and-answer session was held, and additional questions were addressed by Executive Director Kimberly Scheibly.

### 6. Recommendations for FY25 Contract Management

Executive Director Kimberly Scheibly stated that the JPA follows Marin County's policies and procedures for the bidding process and contract and purchasing terms; this includes when to obtain quotes, and formal bids and proposals. When justified, the County does allow for single or sole sourced vendors and/or products. ZWM staff presented the county's procedures in the February 29, 2024 Executive Committee meeting and the following recommended changes were reviewed and approved by the committee to be considered for full adoption by the board.

For contracts greater than \$50,000, every 3 years staff will obtain quotes from other vendors who provide similar services and present findings to the subcommittee for recommendations to the board. Every 5 years, for contracts greater than \$150,000 there will be a request for proposals (RFP), unless there is justification for the lack of an RFP.

Overall, 5 of the 6 contracts were recommended to continue for FY25 and one was recommended to go out for bid. The 5 that were continued are R3 and their 2

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contracts are C&D self-haul, there is now a dedicated staff person due to SB-1383 to help with the modeled water efficiency landscape ordinances and CalGreen.

Strategic Energy Innovation has been a partner in the Zero Waste schools program, each year they work with staff to improve the program. Revolt has managed the bulb and battery program including the collection, hauling, and recycling of the batteries and bulbs at various locations throughout Marin. Soluna has managed the used motor oil recycling program funded by the CalRecycle grant and are the only bilingual outreach and education program. Trash Bin Cleaners provide green cart cleanings to Zero Waste schools. The last item, Gigantic Ideas Studio, was recommended to go out for bid. The social media, website content, updates, and quarterly newsletters efforts have been moved inhouse. Support is still needed for advertising and marketing campaigns along with ad placement.

Executive Director Scheibly shared staff's recommendation that the board to adopt the motion to follow the County of Marin procurement and bidding procedures with the changes mentioned for the effort for the every 3 years contracts over \$50,000 gathering quotes, and contracts over \$150,000 every 5 years going out for RFP unless a case is made and the last is to adopt a motion to begin the RFP process for marketing and advertising strategic plan according to the approved FY25 budget which will be discussed with the budget subcommittee, the executive committee, and then it will come back to the full board.

A follow up question-and-answer session was held, and additional questions were addressed by Executive Director Kimberly Scheibly.

Member Dan Eilerman made the recommendation to spread out the RFP's over the next few fiscal years.

Motion to approve to follow County of Marin procurement and bidding procedures with the following changes:

- Every 3 years, for contracts >\$50,000 staff will gather quotes from other vendors who provide similar services to ensure pricing remains competitive and present findings to the budget subcommittee for recommendation.
- Conduct a Request for Proposals (RFP) every 5 years for contracts greater than \$150,000 unless a case is made to justify lack of need and present findings to the budget subcommittee for recommendation.

Motion to begin the RFP process for a Marketing & Advertising Strategic Plan according to the approved FY25 budget.

Motion: Christa Johnson. Second:).John Stefanski Vote: Unanimous.

### 7. Clarification of ZWM Committees

Executive Director Kimberly Scheibly commented that during the Program and Budget subcommittee meeting March 4, 2024, members requested clarification

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regarding goals and requested tasks. Staff reviewed the past staff meetings and recordings dating back to September 2023, and noticed the inadvertent combination of the budget subcommittee and the programmatic subcommittee instead of the programmatic subcommittee and the Zero Waste reimbursement program subcommittee.

Executive Director Scheibly made clear that staff would like to correct and clarify the committees. The Executive Committee is made up of Chair and Vice Chair, City of Novato, City of San Rafael, County of Marin, and a representative from Southern Marin and Ross Valley cities. Current Executive Committee consists of Heather Abrams, Todd Cusimano, Dan Eilerman, Cristine Alilovich, Jessica Deakyne.

Additionally, the Executive Committee is tasked with administration and management of the JPA affairs and provides assistance and advice to the Board. The committee meets quarterly according to the agreement per the schedule approved at the January meeting. Executive Director Scheibly shared that a Doodle poll will be sent out to reserve a time for the April meeting.

Furthermore, according to past procedures from reviewing minutes and recordings, an Ad Hoc Budget Subcommittee has been appointed to provide guidance on the development of the Budget. The committee consists of the Chair, Vice Chair, and the representative from the County. It is proposed that the Subcommittee meet with the Executive Director to review the draft and make recommended changes to the FY25 budget for discussion with the Executive Committee and adoption by the full board in May.

The final Ad Hoc subcommittee should have been the Program Subcommittee and this committee was established to discuss the needs of Member Agencies and to suggest how and if to fund it; that was the ZWM Reimbursement program that was eliminated. It is also responsible for determining how the CalRecycle Local Assistance grant would be spent. The two people that signed up for that committee were Gretchen Schubeck, City of Novato and Cory Bytof, City of San Rafael, it would be ideal to have 1 or 2 more members who have experience with program implementation and outreach & education on the subcommittee.

Executive Director Scheibly acknowledged the pros and cons of having City Town Managers on the board. The biggest pro is their expertise on fiscal matters relating to their jurisdiction and the cons are scheduling conflicts. Staff feels the new plan would result in fewer meetings for most. The Chair and Vice Chair would have 8-9 meetings per year, while the full committee could have 2-3 per year, this would be primarily to review the proposed plan and budget, evaluate progress, and make recommendations for changes; the subcommittees would meet as needed. Staff recommends the board adopt a motion to continue the budget subcommittee as



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approved in January 2024 and adopt a motion to appoint staff members to a Program Subcommittee to review existing and new program needs.

A follow up question-and-answer session was held, and additional questions were addressed by Executive Director Kimberly Scheibly.

Motion to continue the Budget Subcommittee as approved in January 2024.

Motion to appoint staff members to a Program Subcommittee to review existing and new program needs.

Motion: Greg Chanis Second: Dave Donery Vote: Unanimous

Member David Donery made mention to note under the second motion specifically appointing Grace Ledwith.

### 8. Budget categories

Executive Director Scheibly stated that Pisenti and Brinker (P&B) the firm hired to perform the annual audit of the JPA's financial statements, recommended several process improvement areas which staff has been implementing. Staff has been working with the accounting team on the proper coding of revenue and expenditures line items detailed in the annual budget to align with revenue and expenditure groupings in Munis which is the County's accounting system.

The JPA revenues and expenses have historically been placed into 3 funds: The Administrative Fund has been changed to the Regulatory, Administration, Compliance & Reporting Fund (RACR), the Zero Waste Programs Fund and the Household Hazardous Waste Programs Fund (HHW). The JPA Member Agencies can choose, per agreement, to participate in all but the RACR fund. To align with accounting best practices and standards, the RACR fund serves as the General Fund and the Zero Waste Programs and Household Hazardous Waste Programs Fund (HHW) funds serve as Special Revenue Funds. P&B has recommended all unrestricted revenues be placed in the RACR fund and revenues that are committed to specific expenditures be placed in either the Zero Waste Programs Fund and the Household Hazardous Waste Programs Fund.

At the February 29, 2024 Executive Committee meeting, staff presented the following recommendations which were approved by the Committee for consideration and adoption by the Board. The RACR fund would be for the expenditures for day-to-day operations and overall administration of program. This includes rent and lease, insurance, taxes, professional accounting services, office supplies, procurement, reporting software, memberships, education and training.

The Household Hazardous Waste Fund would include everything relating to household hazardous waste, that would include all the programs, facility, and the oversight and administration of that. Legal Services specific to HHW, consulting and

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vendor contracts, Clean Harbors Contract, CPSC – California Product Stewardship Council, grants from the state for used motor oil, and any new Hazardous Waste program that is used would be apart of that fund.

The Zero Waste Programs Fund would be for expenditures for day-to-day operations of all Zero Waste programs which would included community and jurisdiction support for the Zero Waste School Program. Additionally, the Construction and Demolition self-haul program, advertising and marketing, printing and mailing, and reusable items and sorting equipment. Executive Director Scheibly closed with staff's recommendation to approve the new budget categories for FY25 and these will show up as line items in the FY 25 budget.

A follow up question-and-answer session was held, and additional questions were addressed by Executive Director Kimberly Scheibly.

Motion to approve new Budget Categories for FY25.

Motion: Dan Eilerman. Second: Todd Cusimano Vote: Unanimous

### 9. Restated and Amended Staffing & Services

Executive Director Scheibly stated that the fiscal, managerial, and operational functions are provided through an agreement between the JPA and the County of Marin which was revised in 2023. The original staffing agreement between the JPA and County of Marin was approved in 1996 as a one-year contract and was extended each fiscal year by both parties until 2013.

At the January 24, 2013, JPA Board Meeting, staff reported that JPA Auditor Maher Accountancy made recommendations in the final report of FY2010-11 to update the Staffing Contract to reflect the current arrangement between the JPA and County of Marin for staffing and other services.

This included clarification of routine practices and identification of 6.1 and 6.2 Programs which are in the original JPA agreement with all the cities, towns, and the county. The motion passed and that was the new amendment in 2013, the agreement expired on June 30, 2020. Due to the organizational assessment and Zero Waste Plan update scheduled to be completed 2021, staff recommended the agreement be renewed for one year to allow time for the JPA to better explore and identify changes it might desire to reach its goals.

The First Amendment to the agreement providing operational services was approved June 16, 2020. The current auditor, Pisenti & Brinker, in their final report of FY22, noted deficiencies in the internal controls which led to delays. In addition, it was not clear how compensation for staff allocation and rent were calculated. In conversations between JPA staff, the County of Marin Accounting Staff, and the Financial Director, it was determined that a new agreement that incorporated current

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best practices would be beneficial. Staff worked with Jenna Brady, legal counsel for the JPA and the County of Marin, on this final draft agreement and it was reviewed and approved by the Executive Committee at the February meeting.

The JPA Annual Budget will remain the controlling document that will identify specific programs and contracts to be funded and will detail the labor calculations and allocations. The new agreement adds clarification and more detailed language about staff including the Executive Director position, payment terms, and methods of reimbursement and included 3 new exhibits: Exhibit A is the existing agreements between the County of Marin and the JPA for staffing and other services, exhibit B - Scope of Services, and exhibit C is the Compensation.

Executive Director Scheibly said staff recommends the board adopt a motion to have Member Agencies approve the attached revised and restated agreement between the JPA and the County of Marin for staffing services, rent, and associated administrative support.

A follow up question-and-answer session was held, and additional questions were addressed by Executive Director Kimberly Scheibly.

Motion to have Member Agencies approve the attached revised and restated agreement between the JPA and the County of Marin for staffing services, rent, and associated administrative support.

Motion: David Donery. Second: Greg Chanis. Vote: Unanimous

### 10. Suggested Agenda items for April Meeting

Staff Member Casey Poldino shared comments for the May meeting that standing item provides members of the board the opportunity to make suggestions for future agenda topics to ensure the needs of the board are being addressed. Staff Member Poldino went on to share that the next full board meeting is May 16, 2024, which will primarily cover the draft budget and review.

Christa Johnson asked if there are any actions that the Town of Ross needs to be taking regarding SB-1383 and reporting. Staff Member Casey Poldino clarified the responsibilities and expectations for Staff Member Johnson. Board Chair Abrams requested a look into encouraging reusables and to-go containers and repair fares.

A follow up discussion session was held.

### 11. Adjournment

*Next meeting TBD*

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Executive Director Update

**Fairfax**

The Executive Director will provide an update on recent and ongoing activities provided by staff.

**Larkspur**

## **Recommendation**

**Mill Valley**

Receive oral report. Information only.

**Novato**

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Casey Fritz, Senior Planner

**County of Marin**

Re: Approval of Zero Waste Reimbursement Program Payments

**Fairfax**

**Larkspur**

**Mill Valley**

**Novato**

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**

The Zero Waste Reimbursement Program was created with the intention to support the jurisdictions' ability to implement local activities to further comply with solid waste laws, particularly those focused on the greenhouse gas impacts of solid waste. Examples of these laws include AB 341, AB 1826, SB 1383, and AB 827.

For FY 23/24, a total allocation of up to \$449,968.00 was made available to the cities, towns and special districts that franchise solid waste collection. Compliance Reimbursement Request Forms received for FY 2023/24 from the Member Agencies can be found in Attachment 1.

Of the \$449,968.00 available funds, collectively, \$364,640.82 was requested for reimbursement through this Program. All of the 12 cities and towns used partial or total funding allocated to them, while 4 of the 10 Sanitary Districts used partial or total funding allocated to them. Attachment 1 provides an overview of the breakdown of funds requested by the cities, towns and special districts.

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

### **Fiscal Impact**

None – the money for these Reimbursements was already allocated in the 2023/24 Fiscal Year budget.

### **Equity Impact**

Reimbursement opportunities were offered to all cities, towns, and Sanitary Districts across the County based on size.

### **Recommendation**

Adopt a Motion to approve payments per the attached FY 2023/2024 Compliance Reimbursement Program Requests.

### **Attachment**

1. Compliance Reimbursement Program Summary & Requests

**5**  
**MARIN COUNTY HAZARDOUS AND SOLID WASTE  
MANAGEMENT JOINT POWERS AUTHORITY**

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

Motion (First): \_\_\_\_\_ Second: \_\_\_\_\_

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

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

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

Absent: \_\_\_\_\_  
\_\_\_\_\_



**Requests for Reimbursement: FY 23/24**

<b>Jurisdiction</b>	<b>Amount Allocated</b>	<b>Amount Requested for Reimbursement</b>	<b>Surplus</b>	<b>% of Allocation Used</b>
Almonte Sanitary District	\$ 9,858.00		\$ 9,858.00	0%
Alto Sanitary District	\$ 9,858.00		\$ 9,858.00	0%
Belvedere	\$ 18,125.00	\$ 18,125.00	\$ -	100%
Bolinas CPUD	\$ 9,858.00		\$ 9,858.00	0%
Corte Madera	\$ 21,611.00	\$ 21,611.00	\$ -	100%
County of Marin	\$ 47,412.00	\$ 43,774.50	\$ 3,637.50	92%
Fairfax	\$ 19,432.00	\$ 19,432.00	\$ -	100%
Homestead Valley Sanitary District	\$ 9,858.00		\$ 9,858.00	0%
Larkspur	\$ 23,475.00	\$ 22,338.83	\$ 1,136.17	95%
Las Gallinas Valley Sanitary District	\$ 9,858.00		\$ 9,858.00	0%
Marin City CSD	\$ 9,858.00	\$ 3,203.45	\$ 6,654.55	32%
Mill Valley	\$ 25,504.00	\$ 25,504.00	\$ -	100%
Novato Sanitary District	\$ 59,029.00	\$ 51,732.11	\$ 7,296.89	88%
Ross	\$ 18,538.00	\$ 18,538.00	\$ -	100%
San Anselmo	\$ 23,902.00	\$ 23,902.00	\$ -	100%
San Rafael	\$ 63,791.00	\$ 63,791.00	\$ -	100%
Sausalito	\$ 19,309.00	\$ 15,887.93	\$ 3,421.07	82%
Stinson Beach Water District	\$ 9,858.00	\$ 5,825.00	\$ 4,033.00	59%
Strawberry Recreation District	\$ 9,858.00		\$ 9,858.00	0%
Tamalpais CSD	\$ 9,858.00	\$ 9,858.00	\$ -	100%
Tiburon	\$ 21,118.00	\$ 21,118.00	\$ -	100%
<b>Totals:</b>	<b>\$ 449,968.00</b>	<b>\$ 357,024.85</b>	<b>\$ 92,943.15</b>	

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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

City of Belvedere

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

Name

Antony Boyd

Title

Public Works Director

Address

450 San Rafael Avenue

City, Zip

Belvedere, CA 94920

Phone

(415)435-3838

E-mail

[aboyd@cityofbelvedere.org](mailto:aboyd@cityofbelvedere.org)

### C. Amount Requested for Reimbursement

\$

18,125

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.



# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

- E. Attach support documentation** (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
- F. Email a PDF of this form and all support documentation to**  
[compliance@zerowastemarin.org](mailto:compliance@zerowastemarin.org)
- G. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2024 with checks issued no later than June 30, 2024.**

### Certification

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

*Antony Boyd*

**Signature of Reimbursement Recipient  
Representative**

May 1, 2024

**Date**

Antony Boyd

**Print Name**

Public Works Director

**Print Title**

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Town of Corte Madera

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

<b>Name</b>	Phoebe Goulden
<b>Title</b>	Climate Action and Adaptation Coordinator
<b>Address</b>	240 Tamal Vista Blvd., Ste. 110
<b>City, Zip</b>	Corte Madera, 94925
<b>Phone</b>	(628) 258-0327
<b>E-mail</b>	pgoulden@tcmmail.org

**C. Amount Requested for Reimbursement**

\$ 21,611.00

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

**D. Recipient's Zero Waste Reimbursement Program Expenditures**

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Portable Waste Sorting Stations for Events	Purchased 5 portable triple stations to increase diversion of organic and recyclable materials at community events such as Oktoberfest and Fourth of July.	\$2,147.65
Public Waste Sorting Infrastructure	Purchased and installed 2 Big Belly triple stations to improve public waste sorting infrastructure in Menke Park and Town Park.	\$5,782.57
Public Waste Sorting Infrastructure	Purchased 1 Big Belly triple station for the plaza in front of the new Town Hall building.	\$7,720.71
SB 1383 Compliance for Town Facilities	Purchased 4 indoor triple stations for new Town Hall building and 1 for the Corporation Yard to allow for proper waste sorting in compliance with SB 1383.	\$5,960.07
Funds Spent		\$21,611.00



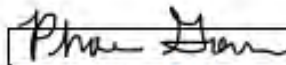
# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

- E. **Attach support documentation** (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
- F. **Email a PDF of this form and all support documentation to**  
[compliance@zerowastemarin.org](mailto:compliance@zerowastemarin.org)
- G. **This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2024 with checks issued no later than June 30, 2024.**

### Certification

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



Signature of Reimbursement Recipient  
Representative

April 24, 2024

Date

Phoebe Goulden

Print Name

Climate Action and Adaptation Coordinator

Print Title

# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

County of Marin

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

**Name**

Casey Poldino

**Title**

Program Manager

**Address**

1600 Los Gatos

**City, Zip**

SR 94903

**Phone**

473-6170

**E-mail**

Casey.poldino@marincounty.gov

### C. Amount Requested for Reimbursement

\$

\$43,774.50

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.





# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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### Certification

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*Casey Poldino*

**Signature of Reimbursement Recipient  
Representative**

4-15-24

**Date**

Casey Poldino

**Print Name**

Queen

**Print Title**

# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

Town of Fairfax

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

Town of Fairfax

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

Name

Loren Umbertis

Title

Director of Public Works

Address

142 Bolinas Road

City, Zip

Fairfax, CA 94930

Phone

415-342-7114

E-mail

lumbertis@townoffairfax.org

### C. Amount Requested for Reimbursement

\$

19,432

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

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Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Peri Park Waterfountain and bottle filler plumbing and install	Drinking fountains were purchased, contractor is scheduling the installation.	Zero at this time (Amount will = \$17,545)
Water Refill Stations, Peri Park and Doc Edgar Park	Ordered two (2) water refill stations for installation at Peri Park and Doc Edgar Park. The Cal Recycle Beverage Container Recycling Grant covered \$5,000 of the total cost with the remainder requested to be reimbursed by ZWM.	\$2,949.00
Reusable Cups for Fairfax Festival	Ordered 1,300 reusable Kleen Kanteen cups to be used for beverages during the Fairfax Festival 2024. No other reimbursement available.	\$8,866.67
Funds Spent		\$11,816.03 (\$29,361)

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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**Signature of Reimbursement Recipient  
Representative**

**Date**

**Print Name**

**Print Title**

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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

City of Larkspur

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

**Name**

Shannon O'Hare

**Title**

Assistant City Manager

**Address**

400 Magnolia Ave

**City, Zip**

Larkspur 94939

**Phone**

(415) 496-2401

**E-mail**

sohare@cityoflarkspur.org

### C. Amount Requested for Reimbursement

\$

22338.83

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

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## Zero Waste Reimbursement Form FY 2023/24

Name of Work or Project	Work Completed	Funds Spent
3 triple station waste bins from BigBelly	Not yet completed. Ordered 3 waste bins with trash, recycle, compost for Piper Park	\$22338.83
Funds Spent		\$22338.83

# ZERØWASTEMARIN

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## Zero Waste Reimbursement Form FY 2023/24

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**Signature of Reimbursement Recipient  
Representative**

**Date**

**Print Name**

**Print Title**



# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Marin City CSD

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

Name Janita Edwards

Title General Manager

Address 640 Drake Ave

City, Zip Marin City, CA 94965

Phone (415) 332-1441

E-mail janita.edwards@marincitycsd.com

### C. Amount Requested for Reimbursement

\$ 3,203.45

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

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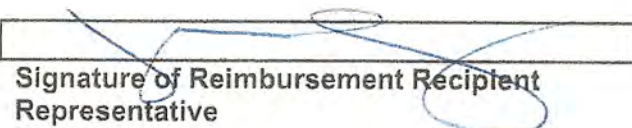
# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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Signature of Reimbursement Recipient Representative

5/3/24  
Date

Juanita Edwards  
Print Name

General Manager ✓  
Print Title

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

[illegible]



# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

City of Mill Valley

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

**Name**

Grace Ledwith

**Title**

Climate Action (Sustainability) Coordinator

**Address**

26 Corte Madera Ave

**City, Zip**

Mill Valley, 94941

**Phone**

628 226 9907

**E-mail**

gledwith@cityofmillvalley.org

### C. Amount Requested for Reimbursement

\$

25,504

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

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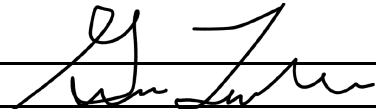
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## Zero Waste Reimbursement Form FY 2023/24

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### Certification

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



**Signature of Reimbursement Recipient Representative**

04/29/2024

**Date**

Grace Ledwith

**Print Name**

Climate Action (Sustainability) Coordinator

**Print Title**

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Novato Sanitary District

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

Name Dee Johnson

Title Solid Waste & HHW Program Coordinator

Address 500 Davidson Street

City, Zip Novato, CA 94945

Phone 415-892-1694/cell: 510-220-6024

E-mail palomadee@gmail.com

### C. Amount Requested for Reimbursement

\$ \$51,732.11

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Compost Pails	Purchase of kitchen compost pails for distribution to residents and businesses	\$25,750.00
Event recycling systems	Purchase of Clear Stream event recycling systems to be used at numerous events in Novato	\$11,570.00
Reusable cutlery sets	Purchase of wheat straw reusable cutlery sets to be used for outreach at events and farmers markets	\$2,752.17
Kitchen compost bags	Purchase of paper kitchen compost bags to be used with compost pails	\$134.44
Staffing for Art and Wine Festival	Contract with CA Conservation Corps North Bay to provide staff at the Clear Stream recycling system/Eco-Station sites	\$11,525.50
Funds Spent		\$51,732.11



# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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### Certification

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Sandeep S. Karkal  
Signature of Reimbursement Recipient  
Representative

05-02-2024  
Date

Sandeep Karkal  
Print Name

General Manager-Chief Engineer  
Print Title

# ZERO WASTE MARIN

---

## Zero Waste Reimbursement Form FY 2023/24

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

Town of Ross

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

**Name**

Christa Johnson

**Title**

Town Manager

**Address**

PO Box 320

**City, Zip**

Ross, CA 94957-0320

**Phone**

415-453-1453 ext 107

**E-mail**

cjohnson@townofross.org

### C. Amount Requested for Reimbursement

\$

\$18,538

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Triple recycling station at Ross Town Hall	Item has been ordered and paid for by Town credit card. Town staff will install it when it is delivered.	\$4,857.89
Water fountain/water bottle refill station	Item has been ordered and paid for by Town credit card.	\$6,548.64
Pour concrete pad for new water fountain and ADA accessibility	Quote obtained from contractor and Town signed. Work scheduled.	\$4,500
Installation of water fountain/water bottle refill station	Quote obtained from contractor and Town signed. Work scheduled.	\$3,200
Funds Spent		19,106.53

# ZERO WASTE MARIN

---

## Zero Waste Reimbursement Form FY 2023/24

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Signature of Reimbursement Recipient  
Representative

5-1-2024

Date

Christa Johnson

Print Name

Town Manager

Print Title

# ZERØWASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Town of San Anselmo

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

**Name** Heidi Scoble

**Title** Planning Director

**Address** 525 San Anselmo Ave.

**City, Zip** San Anselmo, 94960

**Phone** (415) 258-4636

**E-mail** hscoble@townofsananselmo.org

### C. Amount Requested for Reimbursement

\$ 23,902.00

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

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# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

**Table 1**

Name of Work or Project	Work Completed	Funds Spent
Three-stream waste receptacles	Ordered four sets of the three-stream cart garages (i.e., waste receptacles with signage for the public to use. The total cost was \$21,682.99 and \$8,341.49 is requested for reimbursement.	8,341.49
Event waste sorting and hauling services	Conservation Corps North Bay staffed San Anselmo's Live on the Avenue event and provided waste sorting and hauling services.	4,537.50
Event waste sorting and hauling services	Conservation Corps North Bay staffed San Anselmo's Live on the Avenue event and provided waste sorting and hauling services.	2,268.75
Reusable produce bags	Ordered reusable produce bags for the Town's Climate Action Commission to give out to residents during their monthly outreach tabling and other events.	800.93
Reusable sporks	Ordered reusable sporks for the Town's Climate Action Commission to give out to residents during their monthly outreach tabling and other events.	621.15
Reusable tote bags	Ordered reusable tote bags to provide to small businesses in Town as part of promoting Small Business Month. The businesses can then hand these tote bags out to customers who patronize their business.	5,596.60
Reusable Promotional Items for the Town of San Anselmo	Ordered reusable and recyclable promotional materials for the Town of San Anselmo	1,735.58
<b>Funds Spent</b>		<b>\$23,902.00</b>

# ZERØWASTEMARIN

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### Certification

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



**Signature of Reimbursement Recipient Representative**

4/25/2024

**Date**

Heidi Scoble

**Print Name**

Planning Director

**Print Title**



# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

City of San Rafael

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

**Name**

Cory Bytof

**Title**

Sustainability Program Manager

**Address**

1400 5<sup>th</sup> Avenue

**City, Zip**

San Rafael 94901

**Phone**

415-485-3407

**E-mail**

Cory.bytof@cityofsanrafael.org

### C. Amount Requested for Reimbursement

\$

\$63,791.00

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

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# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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**Signature of Reimbursement Recipient  
Representative**

**Date**

**Cory Bytof  
Print Name**

**Sustainability Program Manager  
Print Title**

# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

City of Sausalito

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

**Name**

Catie Thow Garcia

**Title**

Resiliency & Sustainability Manager

**Address**

420 Litho Street

**City, Zip**

Sausalito, CA 94965

**Phone**

628-288-9821

**E-mail**

cthowgarcia@sausalito.gov

### C. Amount Requested for Reimbursement

\$

15,887.93

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

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# ZERØWASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Reusable Bags	Reusable Bags for Halloween distribution	\$854.79
Compostable Foodware	Compostable foodware for City events	\$712.08
Green Bins	Green bins purchased to put in bathrooms for papertowel composting	\$401.40
R3	September 2023 – April 2024 SB 1383 support	\$5,112.50
Reusable cups	Reusable cups for City held event	\$7,880.59
Yard Sale	Items purchased to support the Citywide Yard Sale	\$166.74
Yard Sale	Items purchased to support the Citywide Yard Sale	\$68.38
Yard Sale	Items purchased to support the Citywide Yard Sale	\$130.65
Compostable Foodware	Compostable foodware purchased for City events	\$560.8
Funds Spent		\$15,887.93

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

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### Certification

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*Catie Thow garcia*  
**Signature of Reimbursement Recipient Representative**

5/6/24  
**Date**

Catie Thow Garcia  
**Print Name**

Resiliency & Sustainability Manager  
**Print Title**

# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Stinson Water

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

Name

Kent Nelson

Title

General Manager

Address

PO Box 245, 3785 Shoreline Highway

City, Zip

Stinson Beach CA 94970

Phone

415-868-1333

E-mail

mmatheson@stinsonwater.org

### C. Amount Requested for Reimbursement

\$

\$5,825.00

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

## Zero Waste Reimbursement Form FY 2023/24

Name of Work or Project	Work Completed	Funds Spent
Senate Bill 1383 annual consulting, record keeping and bookkeeping	Professional services including annual SB 1383 report to CalRecycle.	\$5,825.00
Funds Spent		\$5,825.00

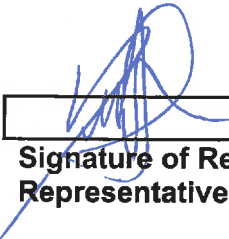
# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

- E. Attach support documentation** (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
- F. Email a PDF of this form and all support documentation to**  
[compliance@zerowastemarin.org](mailto:compliance@zerowastemarin.org)
- G. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2024 with checks issued no later than June 30, 2024.**

### Certification

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

  
**Signature of Reimbursement Recipient Representative**

December 11, 2023  
**Date**

Kent Nelson  
**Print Name**

General Manager  
**Print Title**



# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Tamalpais Community Services District

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

**Name**

Sarah Mehtar

**Title**

Programs & Finance Manager

**Address**

305 Bell Lane

**City, Zip**

Mill Valley, CA 94941

**Phone**

415-388-6393

**E-mail**

smehtar@tamcsd.org

### C. Amount Requested for Reimbursement

\$

9,858.00

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Holiday Tree Composting	Collection and chipping of christmas trees collected from TamValley residents	8,000
Earth Day Compost	Compost purchased for TamValley residents to pick up at no cost to them	1,066
Debris Day	Debris day held in Oct 2023 for TamValley Residents	792
Funds Spent		\$9,858

# ZERØWASTEMARIN

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## Zero Waste Reimbursement Form FY 2023/24

- E. **Attach support documentation** (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
- F. **Email a PDF of this form and all support documentation to**  
[compliance@zerowastemarin.org](mailto:compliance@zerowastemarin.org)
- G. **This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2024 with checks issued no later than June 30, 2024.**

### Certification

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



**Signature of Reimbursement Recipient  
Representative**

05/01/24

**Date**

Sarah Mehtar

**Print Name**

Programs & Finance Manager

**Print Title**

# ZERO WASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

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

Town of Tiburon

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

**Name**

Grace Ledwith

**Title**

Climate Action (Sustainability) Coordinator

**Address**

1505 Tiburon Blvd

**City, Zip**

Tiburon, 94920

**Phone**

628 226 9907

**E-mail**

gledwith@townoftiburon.org

### C. Amount Requested for Reimbursement

\$

21,118

Refer to FY 23-24 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds. The reimbursement request cannot exceed the Maximum Available Funds allocated to your jurisdiction.

### D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

# ZERØWASTE MARIN

## Zero Waste Reimbursement Form FY 2023/24

Table 1

Name of Work or Project	Work Completed	Funds Spent
Adding public recycling/composting receptacles	Purchased 3 Big Belly tri-receptacle waste bins to place in public locations. Worked with Painted Bins to have children's art displayed on them to enhance education efforts.	\$23,133.60
Funds Spent		\$23,133.60

# ZERØWASTEMARIN

## Zero Waste Reimbursement Form FY 2023/24

- E. Attach support documentation** (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
- F. Email a PDF of this form and all support documentation to**  
[compliance@zerowastemarin.org](mailto:compliance@zerowastemarin.org)
- G. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2024 with checks issued no later than June 30, 2024.**

### Certification

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



**Signature of Reimbursement Recipient Representative**

04/29/2024

**Date**

Grace Ledwith

**Print Name**

Climate Action (Sustainability) Coordinator

**Print Title**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Review & Discuss Fiscal Year 2022-2023 Audit

**Fairfax**

**Larkspur**

**Mill Valley**

Attached are the Financial Statements and Auditors' Reports from Piseni and Brinker to the Marin County Hazardous and Solid Waste Joint Powers Authority Board of Directors, regarding the annual audit for the Fiscal Year ending June 30, 2023. These reports provide the results of a very in-depth audit as this is the second time Piseni & Brinker were hired to audit the JPA.

**Novato**

## **Recommendation**

Receive oral report. Information only.

**Ross**

## **Attachment**

**San Anselmo**

1. Financial Statements and Auditors' Report Year Ended June 30, 2023 from Piseni and Brinker.
2. Report to Board of Directors Year Ended June 30, 2023 from Piseni and Brinker.
3. Piseni and Brinker PowerPoint Presentation

**San Rafael**

**Sausalito**

**Tiburon**



Marin County Hazardous and Solid Waste  
Joint Powers Authority

*Financial Statements*

*Fiscal Year Ended June 30, 2023*



PISENTI & BRINKER LLP  
Certified Public Accountants & Advisors





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## **Independent Auditor's Report**

To the Board of Directors  
Marin County Hazardous and Solid Waste  
Joint Powers Authority

### ***Opinions***

We have audited the accompanying financial statements of the governmental activities, and each major fund of the Marin County Hazardous and Solid Waste Joint Powers Authority (the "Authority") as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2023, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Independent Auditor's Report (continued)**

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

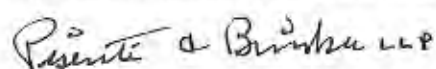
In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Santa Rosa, California  
April 23, 2024



**Fiscal Year Ended June 30, 2023**

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As management of the Marin County Hazardous and Solid Waste Joint Powers Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2023. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements and the accompanying notes to the basic financial statements.

### **Financial highlights**

- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by \$2,711,189 (net position).
- The Authority recognized an overall increase in net position of \$1,123,003 for the fiscal year ended June 30, 2023.
- Total revenues increased by \$554,686 and total expenses decreased by \$261,085, from the prior fiscal year.

### **Overview of the financial statements**

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. Authority's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

### **Government-wide financial statements**

The *government-wide financial statements*, as listed in the table of contents, provide a broad overview of the Authority's activities as a whole, and are comprised of the *statement of net position* and the *statement of activities*.

The *statement of net position* provides information about the financial position of the Authority as a whole on the full accrual basis, similar to that used in the private sector.

The *statement of activities* provides information about the Authority's revenues and all its expenses, also on the full accrual basis, with the emphasis on measuring net revenues and expenses of each of Authority's programs. The statement explains the change in *net position* for the year.

### **Fund financial statements**

The governmental fund financial statements are as listed in the table of contents.

Fiscal Year Ended June 30, 2023

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#### **Fund financial statements (continued)**

A *fund* is a group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Authority are governmental type funds.

*Governmental funds* are used to account for essentially the same functions reported in governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Authority maintains three individual governmental funds; a general fund, and two special revenue funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, and for the special revenue funds. The Authority adopts an annual appropriated budget for those funds.

#### **Notes to the basic financial statements**

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government wide and fund financial statements.

#### **Required supplementary information**

Schedules presenting budgetary comparison information for the Authority's funds can be found in the table of contents.

**Marin County Hazardous and Solid Waste Joint Powers Authority  
Management's Discussion and Analysis**

**Fiscal Year Ended June 30, 2023**

**Government-wide financial analysis**

**Condensed Statement of Net Position**

<b>June 30,</b>	<b>2023</b>	<b>2022</b>
<b>Assets</b>		
Current assets	\$ 3,707,256	\$ 2,318,721
Capital assets, net	198,337	6,564
<b>Total assets</b>	<b>3,905,593</b>	<b>2,325,285</b>
<b>Total liabilities</b>	<b>1,194,404</b>	<b>737,099</b>
<b>Net position</b>		
Investment in capital asset	73,450	6,564
Restricted	2,007,399	1,596,335
Unrestricted (deficit)	630,340	(14,713)
<b>Total net position</b>	<b>\$ 2,711,189</b>	<b>\$ 1,588,186</b>

Capital asset and long-term obligation increased due to the implementation of Governmental Accounting Standards Board (GASB) Statement No. 96 *Subscription-Based Information Technology Arrangements* (SBITAs).

By far, the largest portion of the Authority's net position, \$2,007,399, reflects resources that are subjected to restrictions on how they may be used. An additional portion of the Authority's net position, \$73,450, reflects its investment in capital assets, net of accumulated depreciation and less any related outstanding debt that was used to acquire those assets. The Authority uses these capital assets to provide a variety of services to its community members. Accordingly, these assets are not available for future spending.

The balance of unrestricted net position of \$630,340 may be used to meet the Authority's ongoing obligations to community members and creditors. As of June 30, 2023, the Authority reports positive balances in all of its categories of net position.



**Marin County Hazardous and Solid Waste Joint Powers Authority  
Management's Discussion and Analysis**

**Fiscal Year Ended June 30, 2023**

**Government-wide financial analysis (continued)**

**Condensed Statement of Activities**

<b>Fiscal Year Ended June 30,</b>	<b>2023</b>	<b>2022</b>
<b>Revenues</b>		
Program revenues		
Solid waste management fees	\$ 5,029,338	\$ 4,585,492
Operating grant - State of California	65,455	63,509
General revenues		
Investment earnings (loss)	79,309	(29,585)
<b>Total revenues</b>	<b>5,174,102</b>	<b>4,619,416</b>
<b>Expenses</b>		
General fund	840,841	840,773
Household Hazardous Waste program	2,401,677	2,299,035
Zero Waste program	808,581	1,172,376
<b>Total expenses</b>	<b>4,051,099</b>	<b>4,312,184</b>
<b>Change in net position</b>	<b>1,123,003</b>	<b>307,232</b>
Net position, beginning of year	1,588,186	1,280,954
Net position, end of year	\$ 2,711,189	\$ 1,588,186

The Authority's net position increased by \$1,123,003 during the fiscal year ended June 30, 2023, compared to an increase of \$307,232 during the fiscal year ended June 30, 2022. The reasons for this overall increase are discussed below:

- Solid waste management fees from haulers and facility operators increased from fiscal year 2022 to fiscal year 2023 primarily due to an increase in assessments to the haulers, landfill and transfer stations.
- Zero Waste program expenses decreased by \$363,795, due to a reduction in consulting expenses as several functions are now fulfilled internally.

**Financial analysis of the Authority's funds**

**Governmental funds**

As noted earlier, the Authority uses fund accounting to ensure and demonstrate compliance with legal and governmental accounting requirements.

**Marin County Hazardous and Solid Waste Joint Powers Authority  
Management's Discussion and Analysis**

**Fiscal Year Ended June 30, 2023**

**Financial analysis of the Authority's funds (continued)**

***Governmental funds*** (continued)

The focus of the Authority's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Authority's financing requirements.

As of June 30, 2023, the Authority's governmental funds reported ending total fund balances of \$2,637,739, an increase of \$1,056,117 from June 30, 2022. The increase in fund balance is primarily due to an increase in assessed solid waste management fees. The Authority had a restricted fund balance of \$2,007,399 as of June 30, 2023.

**Economic factors and next year's budget and rates**

For the fiscal year ending June 30, 2024, the Authority's budgeted gross expenditures decreased by \$199,265 totaling \$5,498,850. The major component of the decrease in budgeted expenses is related to the implementation of Senate Bill 1383 ("SB 1383"). Consultants were used to evaluate and create an implementation plan for SB 1383, a California law to reduce organic waste methane emissions. The plan has been implemented and compliance with the plan is being monitored internally, which has reduced the need for consulting contracts.

The following is a comparison of the final fiscal year 22-23 and proposed fiscal year 23-24 budgeted expenses for the Authority:

	<b>Fiscal Year Ended June 30, 2023</b>	<b>Fiscal Year Ended June 30, 2024</b>	<b>Increase (decrease)</b>
General	\$ 1,490,756	\$ 1,082,002	\$ (408,754)
Household Hazardous Waste Program	2,848,621	2,704,287	(144,334)
Zero Waste Program	1,358,738	1,712,561	353,823
<b>Total</b>	<b>\$ 5,698,115</b>	<b>\$ 5,498,850</b>	<b>\$ (199,265)</b>

**Requests for additional information**

This financial report is designed to provide our community members, taxpayers and creditors with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the funds under its stewardship. Please address any questions about this report or requests for additional financial information to 3501 Civic Center, Suite 304, San Rafael, CA 94903.

Respectfully submitted,

*Kimberly Scheibly*

Executive Director, Zero Waste Marin



**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Statement of Net Position**

	<b>June 30, 2023</b>
	Governmental Activities
<b>Assets</b>	
<b>Current assets</b>	
Cash and investments	\$ 3,707,256
<b>Capital assets</b>	
Vehicles	938
Right-of-use SBITA assets	197,399
<b>Total capital assets, net of accumulated depreciation and amortization</b>	<b>198,337</b>
<b>Total assets</b>	<b>3,905,593</b>
<b>Liabilities</b>	
Accounts payable and accrued expenses	1,069,517
SBITA liability	124,887
<b>Total liabilities</b>	<b>1,194,404</b>
<b>Net position</b>	
Investment in capital assets	73,450
Restricted for Household Hazardous Waste program	1,105,036
Restricted for Zero Waste program	896,737
Unrestricted	635,966
<b>Total net position</b>	<b>\$ 2,711,189</b>

The notes to the basic financial statements are an integral part of this statement.

Marin County Hazardous and Solid Waste Joint Powers Authority  
Statement of Activities

Fiscal Year Ended June 30, 2023

<u>Function/Programs</u>	<u>Expenses</u>	<u>Program revenues</u> <u>Operating grants</u>	<u>Net revenue</u> <u>and change in</u> <u>net position</u>
<b>Governmental Activities:</b>			
General fund	\$ 964,853	\$ 1,644,563	\$ 679,710
Household Hazardous Waste Program	2,401,677	2,459,734	58,057
Zero Waste Program	684,569	990,496	305,927
<b>Total governmental activities</b>	<b>\$ 4,051,099</b>	<b>\$ 5,094,793</b>	<b>1,043,694</b>
<b>General revenues</b>			
Investment earnings on change in fair value of investment pool			79,309
<b>Change in net position</b>			1,123,003
<b>Net position as of June 30, 2022</b>			1,588,186
<b>Net position as of June 30, 2023</b>			<b>\$ 2,711,189</b>

The notes to the basic financial statements are an integral part of this statement.

**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Balance Sheet - Governmental Funds**

**June 30, 2023**

	<u>General Fund</u>	<u>Household Hazardous Waste (Special Revenue Fund)</u>	<u>Zero Waste (Special Revenue Fund)</u>	<u>Total</u>
<b>Assets</b>				
Cash and investments	\$ 1,018,077	\$ 1,690,081	\$ 999,098	\$ 3,707,256
<b>Liabilities</b>				
Accounts payable and accrued expenses	\$ 387,737	\$ 585,045	\$ 96,735	\$ 1,069,517
<b>Fund balances</b>				
Restricted	-	1,105,036	902,363	2,007,399
Unassigned	630,340	-	-	630,340
<b>Total fund balance</b>	630,340	1,105,036	902,363	2,637,739
<b>Total liabilities and fund balances</b>	\$ 1,018,077	\$ 1,690,081	\$ 999,098	\$ 3,707,256

**Reconciliation of the Balance Sheet for Government Funds to the Statement of Net Position:**

Total governmental fund balance	\$ 2,637,739
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in the government activities are not financial resources and therefore are not reported in the governmental funds	198,337
Long-term liabilities are not due and payable in the current period and therefore are not recorded in the governmental fund	(124,887)
Net position of governmental activities	\$ 2,711,189

The notes to the basic financial statements are an integral part of this statement.

**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**

**Fiscal Year Ended June 30, 2023**

	<u>General Fund</u>	<u>Household Hazardous Waste (Special Revenue Fund)</u>	<u>Zero Waste (Special Revenue Fund)</u>	<u>Total</u>
<b>Revenues</b>				
Solid waste management fees	\$ 1,644,563	\$ 2,394,279	\$ 990,496	\$ 5,029,338
Operating grants - State of California	-	65,455	-	65,455
Investment gain on change in fair value of investment pool	37,855	24,191	17,263	79,309
<b>Total revenues</b>	<u>1,682,418</u>	<u>2,483,925</u>	<u>1,007,759</u>	<u>5,174,102</u>
<b>Expenditures</b>				
Current:				
Services and supplies	540,628	2,271,381	454,997	3,267,006
Administration	297,237	130,296	223,946	651,479
Capital outlay	321,411	-	-	321,411
Debt service:				
Principal	196,524	-	-	196,524
Interest	2,976	-	-	2,976
<b>Total expenditures</b>	<u>1,358,776</u>	<u>2,401,677</u>	<u>678,943</u>	<u>4,439,396</u>
<b>Other Financing Sources</b>				
SBITA inception	321,411	-	-	321,411
<b>Excess revenues over expenditures</b>	645,053	82,248	328,816	1,056,117
<b>Fund balance (deficit), beginning</b>	<u>(14,713)</u>	<u>1,022,788</u>	<u>573,547</u>	<u>1,581,622</u>
<b>Fund balance, ending</b>	<u>\$ 630,340</u>	<u>\$ 1,105,036</u>	<u>\$ 902,363</u>	<u>\$ 2,637,739</u>

The notes to the basic financial statements are an integral part of this statement.

**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**of Governmental Funds to the Statement of Activities**

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**Fiscal Year Ended June 30, 2023**

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Net change in governmental fund balances	\$ 1,056,117
--	--------------

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures, however, in the statement of activities the cost of those assets is allocated over their estimated useful lives as depreciation and amortization expense

Depreciation and amortization expense	(129,638)
---------------------------------------	-----------

Capital outlay	321,411
----------------	---------

The SBITA inception provides current financial resources to governmental funds.	(321,411)
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Debt proceeds provide current financial resources to government funds, but issuing debt increases long-term liabilities in the statement of net position. Payment of long-term payable is an expenditure in the governmental funds, the repayment reduces the long-term liabilities in the statement of net position.

196,524

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Change in net position	\$ 1,123,003
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The notes to the basic financial statements are an integral part of this statement.



Year Ended June 30, 2023

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**Note A.      Reporting Entity**

The Marin County Hazardous and Solid Waste Joint Powers Authority (the "Authority") was formed under a joint powers agreement between the County of Marin and eleven cities and towns within Marin County. The purpose of the Authority is to administer and enforce hazardous waste and solid waste management plans, as mandated by California law.

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

**Note B.      Summary of Significant Accounting Policies**

*Government-Wide and Fund Financial Statements*

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the Authority.

The statement of activities demonstrates the degree to which the direct expenses of a given function or program is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or program. Program revenues include grants that are restricted to meeting operational or capital requirements of a particular function or program, as well as restricted investment income. Other revenues not properly included among program revenues are reported instead as general revenues.

*Measurement Focus, Basis of Accounting, and Financial Statement Presentation*

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Revenues are considered available when they are collectible within the period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Authority considers revenues available if they are collected within 60 days of the end of the current fiscal period. Investment revenues are considered measurable and are recognized if available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Year Ended June 30, 2023

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**Note B. Summary of Significant Accounting Policies (continued)**

*Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)*

The Authority reports two types of governmental funds: the general fund and special revenue funds.

**General Fund:** This fund is established to account for resources used to finance the general services performed by the Authority. Revenues are primarily derived from solid waste management fees. The fund is charged with all costs of operating the Authority for which a separate fund has not been established.

**Special Revenue Funds:** These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The major funds in this category are Household Hazardous Waste ("HHW") and Zero Waste.

*HHW Special Revenue Fund:* This fund is established to account for hazardous waste disposal primarily provided by Marin Sanitary Service (via a contract with City of San Rafael Fire Department) and the Novato Sanitary District. This fund is primarily funded by solid waste management fees.

*Zero Waste Special Revenue Fund:* This fund is established to account for the program to reduce and eliminate waste and obtains its resources from solid waste management fees.

*Cash and Investments*

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 31 and GASB Statement No. 72, the Authority reports cash and investments at fair value on the balance sheet and recognizes the corresponding change in the fair value of investments in the year in which the change occurred.

*Capital Assets*

Capital assets owned by the Authority are recorded at cost, or if received in-kind, at estimated fair market value on the date received. The cost of normal repairs and maintenance are recorded as expenses. Improvements that add to the value or extend the life of assets are capitalized. Assets capitalized have an original cost of \$2,500 or more, and over one year of estimated useful life.

Depreciation expense is calculated using the straight-line method over estimated useful lives.

*Budgets*

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



Year Ended June 30, 2023

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**Note B. Summary of Significant Accounting Policies (continued)**

*Net Position*

Net position is classified into three components: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. These classifications are defined as follows:

- Net investment in capital assets – This component of net position consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of other debt that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position – This component of net position consists of net position with limits on its use that are imposed by outside parties or enabling legislation.
- Unrestricted net position – This component of net position consists of net position that does not meet the definitions of "restricted" or "invested in capital assets."

*Subscription-Based Information Technology Arrangements*

For the year ended June 30, 2023, the Authority implemented GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAs). The primary objective of this Statement is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right to use an underlying asset. Under this Statement, an organization is required to recognize a subscription liability and an intangible right-to-use subscription asset. The implementation of GASB Statement No. 96 did not have an effect on the Authority's beginning fund balance.

*Fund Balance*

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

**Restricted:** This component consists of amounts with constraints placed on use by creditors, grantors, contributors or laws or other governments regulations; or restrictions imposed by law through constitutional provisions or enabling legislation.

**Unassigned:** The residual classification for the general fund and includes all amounts not contained in the other classifications. This amount is technically available for any purpose.

*Solid Waste Management Fees*

The Authority is primarily funded by a solid waste management fee imposed on solid waste haulers and facilities for solid waste originating in Unincorporated Marin County, cities and towns in the County or deposited at a solid waste facility or in the County's landfill. The solid waste management fee is allocated annually to solid waste haulers and facilities based on the number of tons handled by each.



Year Ended June 30, 2023

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**Note B. Summary of Significant Accounting Policies (continued)**

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

**Note C. Cash and Investments**

Cash and investments are comprised of cash pooled with the Marin County Treasury Pool (the County Pool), an external investment pool. The Authority's position in the pool is the same as the value of the pool shares. Interest earned on the investment pool is allocated quarterly to the participating funds using the daily cash balance of each fund.

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

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

*Interest Rate Risk*

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, one of the ways that the County manages its exposure to interest rate risk is by limiting the weighted average maturity of the County Pool to 540 days, or 1.5 years. For purposes of computing weighted average maturity, the maturity date of variable rate notes is the length of time until the next reset date rather than the stated maturity date.

As of June 30, 2023, the County Pool has a weighted average maturity of 196 days.

Year Ended June 30, 2023

**Note C. Cash and Investments (continued)**

*Custodial Credit Risk*

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of government investment pools (such as the County Pool).

*Concentration of Credit Risk*

The investment policy of the County contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. For a listing of investments in any one issuer (other than U.S. Treasury securities, mutual funds, or external investment pools) that represent 5% or more of the County's total investments, refer to the County of Marin Monthly Report of County, Schools and Districts Investments as of June 30, 2023.

*Fair Value Measurements*

The Authority categorized its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. All funds are invested in the County Pool. The Authority has a recurring fair value measurement for its investment in the County Pool of \$3,707,256 as of June 30, 2023, which is valued using significant other observable inputs (Level 2).

**Note D. Capital Assets**

Capital asset activity for the year ended June 30, 2023, was as follows:

	Balance June 30, 2022	Increases	Balance June 30, 2023
Depreciable capital assets:			
Vehicle	\$ 28,131	\$ -	\$ 28,131
Right-of-use SBITA assets	-	321,411	321,411
Less accumulated depreciation:			
Vehicle	(21,567)	(5,626)	(27,193)
Right-of-use SBITA assets	-	(124,012)	(124,012)
Depreciable capital assets, net	\$ 6,564	\$ 191,773	\$ 198,337

**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Notes to the Basic Financial Statements**

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**Year Ended June 30, 2023**

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**Note E. Risk Management**

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

**Note F. Related Party Transactions**

The County is a member of the Authority. The County Public Works Department provided staffing and other administrative services for the Authority for an amount of \$651,479 for the fiscal year ended June 30, 2023.

The Authority incurred expenditures of \$1,884,000 under a contract with the City of San Rafael (a member government) to operate its Household Waste program.

The Authority made payments to various members for grants administered by the Authority in the amount of approximately \$55,000 during the year ended June 30, 2023.

**Note G. Commitments**

The Authority has the following commitments over the next 12 months as of June 30, 2023:

Contractor	Purpose	Amount
County of Marin	Staffing and administrative services	\$ 1,359,000
Various contractors	Professional services	175,000
		<u>\$ 1,534,000</u>

## Required Supplementary Information

Marin County Hazardous and Solid Waste Joint Powers Authority  
 Budgetary Comparison Schedule  
 General Fund

Fiscal Year Ended June 30, 2023

	Original and final budget	Actual	Variance over (under)
<b>Revenues</b>			
Solid waste management	\$ 1,644,563	\$ 1,644,563	\$ -
Investment earnings	500	37,855	37,355
<b>Total revenues</b>	<u>1,645,063</u>	<u>1,682,418</u>	<u>37,355</u>
<b>Expenditures</b>			
Contract staff and support	<u>504,589</u>	<u>297,237</u>	<u>(207,352)</u>
<b>Services and supplies</b>			
Legal	15,000	6,256	(8,744)
Accounting and audit fees	19,200	24,200	5,000
Insurance	20,000	22,697	2,697
Rent	16,941	16,941	-
Training and professional development	1,500	-	(1,500)
Mileage and routine travel	618	-	(618)
Supplies and reproduction	1,200	687	(513)
Compliance reimbursement	667,708	475,947	(191,761)
SB 1383 software subscription	144,000	138,600	(5,400)
SB 1383 consulting	<u>100,000</u>	<u>54,800</u>	<u>(45,200)</u>
Total services and supplies	<u>986,167</u>	<u>740,128</u>	<u>(246,039)</u>
<b>Total expenditures</b>	<u>1,490,756</u>	<u>1,037,365</u>	<u>(453,391)</u>
<b>Excess of revenues over expenditures</b>	<u>\$ 154,307</u>	<u>645,053</u>	<u>\$ 490,746</u>
<b>Fund balance (deficit) as of June 30, 2022</b>		<u>(14,713)</u>	
<b>Fund balance as of June 30, 2023</b>		<u>\$ 630,340</u>	



**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Budgetary Comparison Schedule**  
**Household Hazardous Waste Program - Special Revenue Fund**

**Fiscal Year Ended June 30, 2023**

	<u>Original and final budget</u>	<u>Actual</u>	<u>Variance over (under)</u>
<b>Revenues</b>			
Solid waste management	\$ 2,394,279	\$ 2,394,279	\$ -
State aid - Oil Payment Program	65,000	65,455	455
Investment earnings	2,000	24,191	22,191
<b>Total revenues</b>	<u>2,461,279</u>	<u>2,483,925</u>	<u>22,646</u>
<b>Expenditures</b>			
Contract staff and support	<u>206,324</u>	<u>130,296</u>	<u>(76,028)</u>
<b>Services and supplies</b>			
Oversight	182,309	166,839	(15,470)
Facility operations	1,917,482	1,716,774	(200,708)
Insurance HHW operations	100,000	-	(100,000)
Novato HHW grant	52,650	52,650	-
Bulb and battery program	164,800	166,944	2,144
Legal	2,732	2,777	45
Sharps and needles program	85,933	85,933	-
Oil Payment Program	<u>136,391</u>	<u>79,464</u>	<u>(56,927)</u>
Total services and supplies	2,642,297	2,271,381	(370,916)
<b>Total expenditures</b>	<u>2,848,621</u>	<u>2,401,677</u>	<u>(446,944)</u>
<b>Excess (deficit) of revenues over (under) expenditures</b>	<u>\$ (387,342)</u>	82,248	<u>\$ 469,590</u>
<b>Fund balance as of June 30, 2022</b>		<u>1,022,788</u>	
<b>Fund balance as of June 30, 2023</b>		<u>\$ 1,105,036</u>	

**Marin County Hazardous and Solid Waste Joint Powers Authority**  
**Budgetary Comparison Schedule**  
**Zero Waste Program - Special Revenue Fund**

**Fiscal Year Ended June 30, 2023**

	<u>Original and final budget</u>	<u>Actual</u>	<u>Variance over (under)</u>
<b>Revenues</b>			
Solid waste management	\$ 990,496	\$ 990,496	\$ -
Investment earnings	1,000	17,263	16,263
<b>Total revenues</b>	991,496	1,007,759	16,263
<b>Expenditures</b>			
Contract staff and support	452,678	223,946	(228,732)
<b>Services and supplies</b>			
Legal	2,060	1,155	(905)
Construction and demolition program implementation	15,000	10,468	(4,532)
Member agency and community support	40,000	56,944	16,944
State, regional and local "wasteshed" partnership	15,000	13,515	(1,485)
Edible food donation support	180,000	-	(180,000)
Training, conference and professional memberships	10,000	6,269	(3,731)
Zero waste school program	380,000	194,587	(185,413)
Information and outreach campaign	260,000	169,880	(90,120)
Zero waste grant program	-	2,179	2,179
Truck	4,000	-	(4,000)
<b>Total services and supplies</b>	906,060	454,997	(451,063)
<b>Total expenditures</b>	1,358,738	678,943	(679,795)
<b>Excess (deficit) of revenues over (under) expenditures</b>	<u>\$ (367,242)</u>	328,816	<u>\$ 696,058</u>
<b>Fund balance as of June 30, 2022</b>		<u>573,547</u>	
<b>Fund balance as of June 30, 2023</b>		<u>\$ 902,363</u>	



**Marin County Hazardous and Solid Waste Joint Powers  
Authority**

*Report to the Board of Directors  
Year Ended June 30, 2023*





To the Board of Directors  
Marin County Hazardous and Solid Waste Joint Powers Authority

We are pleased to present this report related to our audit of the financial statements of the Marin County Hazardous and Solid Waste Joint Powers Authority (the Authority) for the year ended June 30, 2023. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the financial reporting of Authority.

This report is intended solely for the information and use of the Board of Directors and Management of the Authority and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have regarding this report.

Santa Rosa, California  
April 24, 2024

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## REQUIRED COMMUNICATIONS

Auditing standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

### **Our Responsibilities with Regard to the Financial Statement and Compliance Audit**

Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated November 21, 2023. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

### **Overview of the Planned Scope and Timing of the Financial Statement Audit**

We have issued a separate communication dated January 9, 2024 regarding the planned scope and timing of our audit and identified significant risks, if any.

### **Accounting Policies and Practices**

#### **Preferability of Accounting Policies and Practices**

Under accounting principles generally accepted in the United States of America, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

#### **Adoption of, or Change in, Accounting Policies**

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Authority. There were no significant accounting policy changes during the year. The Authority adopted Government Accounting Standards Board ("GASB") statement No. 96. The implementation of the new standard had minimal impact on the financial statements.

#### **Significant or Unusual Transactions**

We did not identify any significant unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### **Audit Adjustments and Uncorrected Misstatements**

Audit adjustments, other than those that are clearly trivial, proposed by us and recorded by the Authority are shown in the attached list of Recorded Audit Adjustments.

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

## **Observations About the Audit Process**

### **Disagreements With Management**

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

### **Consultations With Other Accountants**

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

### **Significant Issues Discussed With Management**

No significant issues arising from the audit were discussed or were the subject of correspondence with management.

### **Significant Difficulties Encountered in Performing the Audit**

We did not encounter any significant difficulties in dealing with Management during the course of our audit.

### **Difficult or Contentious Matters That Required Consultation**

We did not encounter any significant and difficult or contentious matters that required consultation outside the engagement team.

## **Internal Control and Compliance Matters**

We have separately communicated significant deficiencies and material weaknesses in internal control identified during our audit of the financial statements. This communication is attached as Exhibit A.

## **Significant Written Communications Between Management and Our Firm**

Copies of significant written communications between our firm and the management of the Authority, including the representation letter provided to us by management, are attached as Exhibit B.

## RECORDED AUDIT ADJUSTMENTS

Management corrected the following material misstatements that were identified as a result of our audit procedures:

Number	Date	Name	Account No	Fund	Debit	Credit
AJE 01	6/30/2023	Capital Assets	19305	G34G	28,131	
AJE 01	6/30/2023	Accumulated Depreciation	19399	G34G		(27,193)
AJE 01	6/30/2023	Net Investment in Capital Assets	31100	G34G		(6,564)
AJE 01	6/30/2023	Depreciation Expense	53402	G34G	5,626	
There is a vehicle that is not recorded at the fund level but is presented at the gov-wide level. This is the adjustment to record that asset and the related depreciation.						
AJE 02	6/30/2023	SBITA Assets	19305	G34G	321,411	
AJE 02	6/30/2023	SBITA Current Liability	19399	G34G		(124,887)
AJE 02	6/30/2023	Accumulated Amortization	31100	G34G		(124,012)
AJE 02	6/30/2023	Principal Payments on long term debt	31100	G34G		(196,524)
AJE 02	6/30/2023	Depreciation Expense	53402	G34G	124,012	
To implement GASB 96, <i>Subscription-Based Information Technology Arrangements</i> (SBITAs).						
AJE 03	6/30/2023	ZERO WST FND BAL UNRSRVD-TYL	341000	8023	115,803	
AJE 03	6/30/2023	ZW IMPLEMENT MISC EX-BGT	522310	8023		(115,803)
To record prior year audit adjustments in order for fund balances to roll from prior year.						
AJE 04	6/30/2023	INVESTMENTS-POOLED	170105	8021	7,688	
AJE 04	6/30/2023	INVESTMENTS-POOLED	170105	8022	12,763	
AJE 04	6/30/2023	INVESTMENTS-POOLED	170105	8023	7,017	
AJE 04	6/30/2023	Investment Income - Unrealized (Gain) loss	441135	8021		(7,688)
AJE 04	6/30/2023	Investment Income - Unrealized (gain) loss	441135	8022		(12,763)
AJE 04	6/30/2023	Investment Income - Unrealized (gain) loss	441135	8023		(7,017)
To record GASB 31 adjustment, to account for fair value adjustments.						
AJE 05	6/30/2023	WSTMGT CASH-EQTY IN PLD CSH	100110	8021		(3,384,775)
AJE 05	6/30/2023	WMGMTPRG CASH-EQTY IN PLD CSH	100110	8022	2,394,279	
AJE 05	6/30/2023	ZEROWST CASH-EQTY IN PLD CSH	100110	8023	990,496	
AJE 05	6/30/2023	WMWMJPA MED WASTE	461510	8021	3,384,775	
AJE 05	6/30/2023	WMPRWMJPA MED WASTE	461510	8022		2,394,279
AJE 05	6/30/2023	ZW IMPLEMENT- MED WASTE	461510	8023		990,496
To record the assessment revenue allocation.						
AJE 04	6/30/2023	WST MGMT ACNTS PAYABLE -TYL	200010	8021		(387,737)
AJE 04	6/30/2023	WMGMT-PROG ACNTS PAYABLE -TYL	200010	8022		(45,149)
AJE 04	6/30/2023	ZERO WST ACNTS PAYABLE -TYL	200010	8023		(39,411)
AJE 04	6/30/2023	WMWMJPA PROF SVS	522310	8021	387,737	
AJE 04	6/30/2023	WMPRWMJPA PROF SVS	522310	8022	45,149	
AJE 04	6/30/2023	ZW IMPLEMENTATION PROF SVS	522310	8023	39,411	
To record the unrecorded liabilities during procedures to address prior year's material weaknesses in internal control.						
					<b>7,864,298</b>	<b>(7,864,298)</b>

**Exhibit A**

**Internal Control and Compliance Matters**



April 24, 2024

To Management and the Board of Directors  
Marin County Hazardous and Solid Waste Joint Powers Authority

In planning and performing our audit of the financial statements of Marin County Hazardous and Solid Waste Joint Powers Authority (the "Authority") as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the Authority's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might material weaknesses or significant deficiencies. Therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in the Authority's internal control to be a material weakness:

### **Unrecorded Liabilities**

The Authority does not maintain a system to record liabilities for all obligations to vendors that have been incurred as of year-end. This omission may result in a material understatement of liabilities and expenditures and an overstatement of fund balance. As part of the audit procedures the omissions for the fiscal year 2022-2023 in total amounted to \$472,297.

This deficiency was observed during the 2022 audit and is included in the "Report to the Board of Directors" dated August 30, 2023.

**Recommendation:** Management should design and implement a system of internal controls to ensure all liabilities are accounted for properly at year-end. This system should capture expenditures incurred prior to the end of the fiscal year, but the related invoices are not received until subsequent to year-end. Unbilled but known expenditures should be estimated to capture all accrued liabilities at year-end.

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

#### **1. Accounting Records**

Expenditure grouping in MUNIS does not facilitate monitoring of compliance with budgets. During our engagement we noted that management was unable to efficiently provide the required budget to actual schedules for the financial statements.

This deficiency was observed during the 2022 audit and is included in the "Report to the Board of Directors" dated August 30, 2023.

**Recommendation:** We believe that expenditure groupings in MUNIS should be coded to match the annual budgeting process, or management should develop a budget monitoring processes to easily match expenditures in MUNIS against the annual budget.

#### **2. Unrecorded Prior Year Adjustments**

During the course of our engagement, we noted that the fiscal year 2021-22 audit adjustments were not recorded in the general ledger.

This deficiency was observed during the 2022 audit and is included in the "Report to the Board of Directors" dated August 30, 2023.

**Recommendation:** We recommend that management records the audit adjustments in a timely manner.



**Management's response:** Management is aware of and agrees with the above noted findings. Management noted that the June 30, 2022 audit findings were communicated after June 30, 2023. Management has been addressing each finding by evaluating our current accounting policies and system of internal controls and making systematic changes where necessary. Management anticipates these findings to be resolved for the June 30, 2024 audit.

Management's response to the internal control deficiencies identified in our audit were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

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

Pisenti & Brinker

**Exhibit B**  
**Representation Letter**

Pisenti & Brinker LLP  
April 23, 2024  
Page 1

April 23, 2024

Pisenti & Brinker LLP  
3562 Round Barn Circle, Suite 200  
Santa Rosa, CA 95403

This representation letter is provided in connection with your audit of the basic financial statements of Marin County Hazardous and Solid Waste Joint Powers Authority (the Authority), which comprise the consolidated balance sheets as of June 30, 2023 and the year then ended, and the related notes to the financial statements (collectively, the financial statements), for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, that as of April 23, 2024:

**Financial Statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated November 21, 2023, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of controls to prevent and detect fraud.
4. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
5. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
6. We have a process to track the status of audit findings and recommendations.
7. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

8. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
9. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
10. Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
11. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
12. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.
13. We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.
14. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
15. There are no component units, joint ventures with an equity interest, other joint ventures or related organizations which should be considered for inclusion in the financial statements of the Authority's.
16. All components of net position are properly classified and, if applicable, approved.
17. Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available is appropriately disclosed and net position is properly recognized under the policy.
18. Provisions for uncollectible receivables, if needed, have been properly identified and recorded.
19. Deposit and investment risks have been properly and fully disclosed.
20. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
21. With regard to investments and other instruments reported at fair value:
  - a. The underlying assumptions are reasonable, and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.

- c. The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
  - d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
  - e. We have no knowledge of any uncorrected misstatements in the financial statements.
22. The following specific representation has been drafted for when accounting services (such as maintaining depreciation schedules, computing the provision for income taxes, drafting the financial statements, assessing the impact of new accounting standards) have been performed as part of the audit.

In the audit engagement letter dated November 21, 2023, and during the audit fieldwork, we requested that you perform the following accounting services in connection with your audit:

- a. Draft the financial statements; and
- b. Assist with implementing GASB 96,
- c. Assist with GASB 34 adjustments.

With respect to these services:

- d. We have made all management decisions and performed all management functions;
- e. We assigned an appropriate individual to oversee the services;
- f. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;
- g. We have accepted responsibility for the results of the services; and
- h. We have accepted responsibility for all significant judgments and decisions that were made.

#### **Information Provided**

23. We have provided you with:
- a. Access to all information of which we are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the Authority's from whom you determined it necessary to obtain audit evidence.

24. All transactions have been recorded in the accounting records and are reflected in the financial statements.
25. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
26. We have no knowledge of fraud or suspected fraud affecting the Authority's' financial statements involving:
  - a. Management.
  - b. Employees who have significant roles in internal control.
  - c. Others where the fraud could have a material effect on the financial statements.
27. We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's' financial statements received in communications from employees, former employees, analysts, regulators, short sellers or others.
28. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.
29. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
30. We have disclosed to you the identity of all of the Authority's related parties and all the related-party relationships and transactions of which we are aware.
31. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Authority's ability to record, process, summarize and report financial data.
32. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
33. The Authority's have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities. In that regard, we have evaluated all construction in progress for impairment in accordance with GASB Statement No. 42 (GASB-62), Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries.
34. We have disclosed to you all guarantees, whether written or oral, under which the Authority's are contingently liable.
35. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of

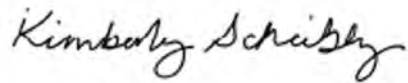
business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

36. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
37. There are no:
- a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
38. The Authority have satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
39. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
40. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

#### **Supplementary Information**

41. With respect to management's discussion and analysis and budgetary comparison information presented as required by Governmental Accounting Standards Board to supplement the basic financial statements:
- a. We acknowledge our responsibility for the presentation of such required supplementary information.
  - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
  - c. The methods of measurement or presentation have not changed from those used in the prior period.

**Marin County Hazardous and Solid Waste Joint Powers Authority**

Handwritten signature of Kimberly Scheibly in black ink.

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Kimberly Scheibly,  
Executive Director

Handwritten signature of Casey Poldino in blue ink.

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Casey Poldino,  
Program Manager, Dept Public Works



Marin County Hazardous and  
Solid Waste Joint Powers Authority

Report to the Board of Directors

May 16, 2024



# Pisenti & Brinker Introduction

- Kellin Gilbert, CPA
  - Audit Partner
- Brett Bradford, CPA
  - Quality Control Report Reviewer
- Sarah Owen
  - Supervisor

# The 2023 Engagement

- Pimenti & Brinker was engaged to opine on if the Marin County Hazardous and Solid Waste Joint Powers Authority financial statements were free of material misstatement.
- The audit was completed and the financial statements we issued on April 23.
- We reported:
  - An unmodified opinion

# Audit of the fiscal year ended June 30, 2023

## Financial Statements

### Relative Roles & Responsibilities

- **Management** is responsible for all operational decisions, preparing the financial statements, all footnote disclosures, and for establishing a system of internal control
- **Auditor** is responsible for auditing the Financial Statements in accordance with GAAS
  - Considering risks of material misstatement in the Financial Statements – Inherent risk
  - Considering internal controls relevant to the Financial Statements – Control risk
  - Performing tests of year-end balances based on risk assessment
  - Evaluating adequacy of disclosures

## Focus of the 2023 Audit

### **Significant areas of focus:**

### **Percent of effort:**

- |   |     |
|---|-----|
| • Evaluation of accounting processes and planning   | 20% |
| • Grant revenue recognition and accounts receivable | 15% |
| • Procedures to ensure completeness of liabilities  | 15% |
| • Other tests of transactions and year end balances | 20% |
| • Financial statement presentation and disclosure   | 30% |

# Required Communications

## **Accounting Policies and Practices**

- There were no significant changes to existing accounting policies during the year.
- The Authority adopted Government Accounting Standards Board (“GASB”) statement No. 96. The implementation of the new standard created a Subscription Based Information Technology Arrangement (SBITA) asset and liability in the amount of \$321,411 as of July 1, 2022.

# Required Communications

## **Observations About the Audit Process**

- We did not identify any significant unusual transactions or have any disagreements with management about the scope of the audit or significant disclosures to be included in the financial statements.
- We did not encounter any difficulties in dealing with Management during the course of our audit nor did we communicate with management about any significant issues arising from the audit that would need to be communicated to the Board.



# Required Communications

## Internal Control Matters

During the audit we identified the following three items as internal control deficiencies:

- Material weakness
  - Unrecorded Liabilities
- Significant deficiency
  - Accounting Records – expenditure groupings in MUNIS does not facilitate tracking compliance with budgets
  - Unrecorded Prior Year Adjustments

\*These items were identified during the 2022 financial statement audit and were communicated to management after the close of the 2022-23 fiscal year. Our understanding is that management is working to correct these items for the fiscal year 23-24.

# Questions?

- Kellin Gilbert: 707-577-1511
  - [kgilbert@pbllp.com](mailto:kgilbert@pbllp.com)

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Budget & Resolution Assessment Setting Fees for Fiscal Year 24-25

**Fairfax**

The following and attached is the proposed Marin County Hazardous and Solid Waste Management Joint Powers Authority draft FY 24-25 Budget (Attachment 1), Household Hazardous Waste Facility proposed FY 24-25

**Larkspur**

Operating Budget (Attachment 2), and associated hauler and facility fee Assessments (Attachment 3). Assessment fees are charged to the landfill,

**Mill Valley**

transfer station and the five haulers operating in the County. Staff received notice in March that the JPA was awarded a Local Assistance Grant (LAG)

**Novato**

in the amount of \$1,157,867.00. In addition, the JPA received two HHW grants totaling \$165,000. The funding for the LAG is recommended to be

**Ross**

spread over two fiscal year periods, while the HHW funding will be spent in one fiscal year and will result in a decrease in overall Assessment fees charged; however, this budget is only for FY25. The budget before your

**San Anselmo**

Board today reflects the feedback and recommendations from the Budget and Program Subcommittees and was approved and recommended for consideration by the full board by the Executive Committee April 18, 2024.

## **Background**

**San Rafael**

The methodology to calculate the assessments generating the JPA's revenue requirement is prescribed in the 1996 JPA Agreement. That

**Sausalito**

methodology utilizes the local hauler and local waste facility disposal figures as the means to allocate the revenue requirement (the revenue

**Tiburon**

requirement is then translated into individual Assessments upon each hauler or facility). The tonnage allocation is reset every two years based

on recent actuals. The FY24-25 Assessments were calculated using the most recently available 2023 data.

Most of the expense contained in residents' and businesses' "resource hauling bill" is for the collection, processing, and disposal of the materials in the landfill (gray), organics (green) and recycling (blue/brown) 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.

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

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 San Rafael. In turn, the franchised haulers pass along these costs/savings to their customers as prescribed in the rate setting methodology section of the franchise agreements. The facility operators may choose to pass on these savings to the customers who use their facilities.

### The JPA Budget is Organized into Three Funds

The three funds used to organize the JPA's finances are the Regulatory Administration & Compliance Reporting Fund, the Zero Waste Programs Fund, and the Household Hazardous Waste Fund.

1. **Zero Waste Programs Fund (ZWP)** allows for optional Member participation. All Members currently participate.
2. **Regulatory Administration & Compliance Reporting Fund (RACR)** mandates all Members participate.
3. **Household Hazardous Waste (HHW) Fund** allows for optional Member Participation. Novato does not participate in this program, as it operates its own household hazardous waste collection program.

For comparison purposes, the approved **FY 23/24 Operating Budget** is shown below.

Approved FY 23/24 Budget				
	Zero Waste Fund	State Reporting Fund	HHW Fund	All Funds Total
Expenses	\$1,712,561	\$1,082,002	\$2,704,287	\$5,498,851
Contingency	\$171,256	\$108,200	\$700,429	\$979,885
Rev Requirement	\$1,883,817	\$1,190,203	\$3,404,716	\$6,478,736
Interest	\$1,000	\$500	\$2,000	\$3,500
State Oil Payment	\$0	\$0	\$65,000	\$65,000
Assessments	\$1,560,709	\$1,050,109	\$2,682,924	\$5,293,742
Carry Over	\$322,108	\$139,594	\$654,792	\$1,116,494
Revenue	\$1,883,817	\$1,190,203	\$3,834,716	\$6,908,736

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

Also for comparison, the proposed FY24/25 Operating Budget is below which shows how the hauler/facility assessments would have been affected had the JPA not received the Local Assistance Grant from CalRecycle. Assessment fees would have increased ~5% in this scenario.

<b>Proposed FY 24/25 Budget Without LAG</b>				
	<b>Zero Waste Fund</b>	<b>State Reporting Fund</b>	<b>HHW Fund</b>	<b>All Funds Total</b>
Expenses	\$1,951,881	\$1,358,126	\$2,959,833	\$6,269,840
Contingency	\$195,188	\$135,813	\$1,116,492	\$1,447,493
Rev Requirement	\$2,147,069	\$1,493,939	\$4,076,325	\$7,717,333
Interest	\$1,000	\$1,000	\$2,000	\$4,000
State Oil Payment	\$0	\$0	\$165,000	\$165,000
Assessments	\$1,387,302	\$1,475,304	\$2,698,444	\$5,561,050
Carry Over	\$758,767	\$17,635	\$1,210,881	\$1,987,283
Revenue	\$2,147,069	\$1,493,939	\$4,600,851	\$7,717,333

**Proposed FY 24-25 Budget using ~ 50% Local Assistance Grant (LAG) money.**

Half of the money received from the LAG would be spent in FY25. And the remaining half would be spent in FY26. This results in an ~6% decrease to the haulers and facilities. Revenue increased due to grants, interest, carryover monies, and setting up a reserve fund with money transferred to the JPA from SRFD. All grant funding must be spent in the 2-year grant award period.

Overall, expenses for programs in the 3 JPA funds increased 19% (\$1,238,597) with the largest expense being for staffing and benefits (9% increase). The JPA now has 7 full-time contracted employees and 20% dedicated administrative support. The expansion of existing programs and the addition of new programs are primarily responsible for the remaining increases. The percentages of expenditures have not changed significantly.

<b>Year</b>	<b>Expenditures by Percentage of Total Budget by Fund</b>		
	<b>ZWP Fund</b>	<b>RACR Fund</b>	<b>HHW Fund</b>
FY23-24	31%	20%	49%
FY 24-25	31%	22%	47%

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Proposed FY 24/25 Budget with 50% LAG money FY25				
	ZWP Fund	RACR Fund	HHW Fund	All Funds Total
Expenses	\$1,951,881	\$1,358,126	\$2,959,833	\$6,269,840
Contingency	\$195,188	\$135,813	\$1,116,492	\$1,447,493
Rev Requirement	\$2,147,069	\$1,493,939	\$4,076,325	\$7,717,333
Interest	\$1,000	\$1,000	\$2,000	\$4,000
HHW Grants	-	-	\$163,509	\$163,509
CalRecycle LAG	\$230,724	\$355,000	-	\$585,724
Assessments	\$1,056,579	\$475,251	\$2,628,687	\$4,160,517
Carry Over	\$858,767	\$662,688	\$1,282,129	\$2,803,584
Revenue	\$2,147,069	\$1,493,939	\$4,076,325	\$7,717,333

Carry Over revenue is a combination of contingency and prior fiscal year fund balances. This accounts for most of the increase in revenue (~150%) mainly from proposed budgeted fully burdened staffing costs. Staff were not hired until Q2 FY24.

Major Changes for All 3 JPA Funds (Incr./Decr.) With 50% LAG for FY25		
Description of Change	Amount Change	% Change
Staffing budget increased due to hiring staff to meet obligations of SB1383 and to manage the HHW Facility.	\$121,845	9%
Hauler/Facility Assessments decreased due to grant funding for certain program expenses in all 3 funds.	\$(1,133,225)	21%
Revenue (not including Assessments) increased due to grants, interest, and carry over monies. A reserve fund with money transferred to the JPA from SRFD will be set up and reevaluated for expenses in the event of a facility closure and is not included in the revenue.	\$2,371,823	200%
The Revenue Requirement increased due to increases in general expenses for improvements to ZW Programs and an increase in contingency money needed.	\$1,238,597.27	19%

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## FUND OVERVIEW

**Regulatory, Administration, Compliance, & Reporting (RACR) Fund** (80218601) is an unrestricted fund and serves as the General Fund for accounting purposes. Expenditures for day-to-day operations and overall administration of programs would be included in this fund. The following expense categories are included in this fund.

Salaries & Wages-Perm Employees
Administrative Overhead
Clothing & Personal Protective Equipment
Meals for meetings/trainings (according to County rules)
Insurance-General Liability
Professional Memberships & Sponsorships
Procurement of Recycled Organic Products
Office Supplies
Vendor/Consultant Contracts
Legal Services
Taxes & Assessments
Professional Accounting Services
Rent/Leases
Reporting Software & Other Cloud based Subscriptions
Education & Training-Professional Development
Mileage Reimbursement
Vehicle Maintenance

Proposed Regulatory & Compliance expenditures for FY 24-25 account for approximately 22% of JPA expenditures. Staff support is the largest expenditure component of this fund (37%) followed by SB SB1383 Software & Recovered Organic Waste Products (36%), and one-time funding for a Waste Characterization Study (15%). The remaining 12% of the budget expenses are for legal, rent, outside auditing and accounting, staff development, and vehicle maintenance.

### **Regulatory and Legislative Compliance & Reporting**

- SB 1383 implementation, monitoring, enforcement, and reporting.
- Other mandatory regional reporting for the Electronic Annual Report.
- **Administrative Requirements of Public Agencies**
  - Conducting the annual agency Audit.
  - Rent and Insurance.
  - Legal Consultation.
- **SB 1383 Reporting Software & Compost/Mulch Purchases**
  - SB1383 Cloud-based Reporting Database Software.
  - Procurement of Recovered Organic Waste Products (compost & mulch) for the Member Agencies.



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

**Household Hazardous Waste Programs Fund (80228601) is a restricted fund.**

Expenditures for day-to-day operations and overall administration of all HHW programs would be included in this fund. The following expense categories are included in this fund.

Salaries & Wages-Perm Employees
Administrative Overhead
Clothing & Personal Protective Equipment
Misc Expenses
Printing & Mailing
Vendor/Consultant Contracts
Advertising & Marketing
Legal Services
HHW Facility Operations & Oversight
Audit of Facility Financial Records
Minor Equipment-Giveaways
Education & Training-Professional Development

Ongoing and proposed HHW Program activities and the fiscal and operational oversight of the Marin Household Hazardous Waste Facility (MHHWF) accounts for 47% of proposed JPA expenditures. Most of the proposed budget is for the Facility oversight & operation (65%). Staff salaries account for 10% of the budget expenditure and the remaining 25% is for HHW programs including new program development.

- **Contract for Operation of the Permanent Household Hazardous Waste Facility**
  - Marin Recycling & Resource Recovery Association (MRRRA) has managed the operation of the Marin HHW Facility safely, efficiently and in a cost-effective manner since the mid-1990s and is the only facility south of Novato that can manage the volume of wastes they collect and dispose of.
  - Last year, the City of San Rafael was to transfer a reserve fund to the JPA. Unfortunately, this did not happen and is the primary reason for the increase in carryover money from FY23-24. The money will be transferred after the City of San Rafael approves the transfer in their FY25 budget hearing. The new recommendation is to hold the money in a reserve fund which will be reviewed in FY25 by the Budget-subcommittee and Executive Committee.
- **Household Hazardous Waste Programs**
  - **“Toxic Away Days”** for remote areas of West Marin.

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

- **Bulb & Battery Drop-off Program**, operated via a subcontractor, is a popular program that provides convenient collection locations for the community to recycle bulbs and batteries that can contain mercury and other heavy metals.
- The **State of California Oil Payment Program for Marin**, operated via a subcontractor, to provide promotion of proper motor oil and filter handling, bilingual outreach & education, 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.
- The **Sharps Collection Program** which is operated by the County's Environmental Health Division.
- **The Marin Flares Program** was initiated last year as a pilot program and was a huge success. The JPA was awarded a grant to expand this program for this FY. The hope is to have a larger event in Sausalito and a second event in West Marin to divert these toxic materials from our waterways.
- **The Solar Panel Pilot Program**. There are currently no options for residents of Marin County to properly dispose or recycle their solar panels once they have reached their end-of-life. This pilot will explore options for safe and cost-effective reuse-recycling options of these materials.

**The Zero Waste Programs Fund** (80238601) is a restricted fund. Expenditures for day-to-day operations of all Zero Waste programs and community and jurisdiction support would be included in this fund.

Salaries & Wages-Perm Employees
Administrative Overhead
Edible Food Donation Support
Printing & Mailing
Vendor/Consultant Contracts
Trade/ General Services Vendor Contracts
Translation Services
Advertising & Marketing
Minor Equipment-Giveaways

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

Ongoing and proposed Zero Waste activities account for 31% of proposed JPA expenditures. Staff salaries account for 32% of the budget expenditure. The other 68% of expenses are for program administration. Highlights for the FY 24-25 programs are listed below.

- **The Zero Waste Schools Program**
  - Waste diversion programs & education in partnership with MCOE, school districts, haulers, custodians, parents, unions, and students. There are two contractors included in this program SEI (Strategic Energy Innovations) and Trash Bin Cleaners
- **Advertising, Marketing, Information & Education Program**
  - Educational campaigns to Marin citizens through various media sources including buses and bus pads, television, Internet, and social media.
  - Maintaining and updating [www.zerowastemarin.org](http://www.zerowastemarin.org) and the associated recycling guide database. Graphic design, printing, mailing and downloadable resources. This includes contracts for Advertising, marketing and strategic communications planning, graphic design, and translation services for bilingual education support.
- **New Program Development**
  - This is a new category for the Board to consider and fund pilot projects for possible implementation as continued programs.
- **The Construction and Demolition Program**
  - Construction & Demolition outreach & education for Member Agencies, building inspectors and the public with implementation of Construction & Demolition Programs as required by Cal Green and MWEL0.
  - Self-haulers education & outreach regarding compliance with laws. This includes one contract for program development and support.
- **Member Agency, Community, Businesses and School Support and Compliance.**
  - ZWM provides support for Member Agency and Community Organizations through waste reduction education and reusable merchandise like kitchen compost pails, tote bags, water bottles, and utensils to replace single use items.
  - Businesses and Schools are provided the tools to be compliant with state mandates in the form of waste sorting equipment, signs, labels, and educational materials.
- **General Outreach & Education**
  - Zero Waste Marin staff field recycling, composting and waste diversion questions from the community, provide direct outreach through tabling activities, in-person consultations, presentations to businesses, business groups, HOAs, farmers markets and events throughout the county.

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

### RECOMMENDATION

1. Adopt a Motion to approve the Proposed FY 24-25 Budget or provide specific direction to Staff on any desired changes.
2. Adopt a Motion to approve Resolution 2024-01 establishing hauler/facility fees for Integrated Waste Management Planning & Implementation of Programs.

### FISCAL IMPACT

Due to the Local Assistance Grant award, Assessment fees for the haulers and facilities will decrease. The franchised haulers may pass along these savings to their customers as prescribed in the rate setting methodology section of the franchise agreements. The facility operators may choose to pass on these savings to the customers who use their facilities.

### EQUITY IMPACT

Zero Waste Marin is working on behalf of all cities, towns, and the unincorporated areas of Marin County to provide continuous outreach, education, and support of zero waste efforts and compliance with regulations. This budget includes increases for material translation services and bilingual education and outreach.

### Attachment

1. Marin County Hazardous and Solid Waste Management Joint Powers Authority FY 24-25 Budget
2. HHW Facility FY 24-25 Budget
3. Resolution for FY24-25 Assessments

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Motion (First): \_\_\_\_\_ Second: \_\_\_\_\_

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

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

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

Absent: \_\_\_\_\_  
\_\_\_\_\_

Item 7. Attachment 1

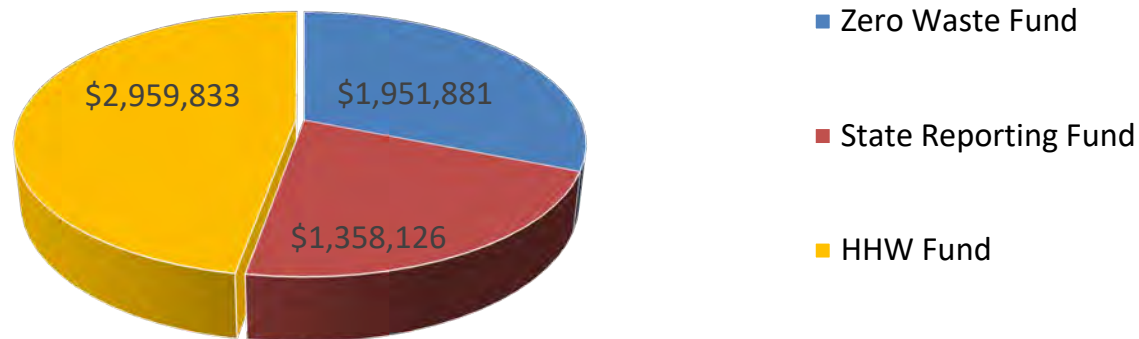
JPA Hauler, Landfill & Transfer Station Assessments  
FY 24/25

A			B	C	D	E				F	G	H	
					FY 24/25								
2023 DISPOSAL (tons)			TOTAL TONS	FY 23/24 Assessments	Zero Waste	Compliance & Reporting	HHW	Total	Year over Year Change				
MSW Haulers	MSW & Debris	Self-Haul											
Bay Cities Refuse	4,885	N/A	4,885	\$93,889	\$13,719	\$6,171	\$36,746	\$56,635	(\$37,253)				
Marin Sanitary Service (MSS)	46,330	N/A	46,330	\$735,888	\$130,111	\$58,524	\$348,501	\$537,137	(\$198,751)				
Mill Valley Refuse	19,832	N/A	19,832	\$311,374	\$55,695	\$25,052	\$149,179	\$229,926	(\$81,448)				
Recology Novato Disposal	26,767	N/A	26,767	\$195,350	\$75,171	\$33,812	\$0	\$108,982	(\$86,368)				
Recology Sonoma Marin	5,509	N/A	5,509	\$86,194	\$15,472	\$6,959	\$41,441	\$63,872	(\$22,322)				
Tam. CSD	1,637	N/A	1,637	\$24,900	\$4,598	\$2,068	\$12,316	\$18,982	(\$5,917)				
Total Franchised Haulers	104,960	N/A	104,960	\$1,447,594	\$294,766	\$132,586	\$588,183	\$1,015,535					
Landfills													
Redwood	N/A	172,860	172,860	\$2,183,084	\$485,453	\$218,358	\$1,300,280	\$2,004,091	(\$178,993)				
Redwood Landfill	N/A	172,860	172,860	\$2,183,084	\$485,453	\$218,358	\$1,300,280	\$2,004,091					
Transfer Stations													
Marin Resource Recovery Center		94,948	94,948	\$1,603,708	\$266,648	\$119,939	\$714,213	\$1,100,800	(\$502,908)				
Marin Sanitary Service Transfer Station		3,458	3,458	\$59,356	\$9,711	\$4,368	\$26,012	\$40,091	(\$19,265)				
Total Transfer Stations		98,406	98,406	\$1,663,064	\$276,359	\$124,307	\$740,224	\$1,140,891					
TOTALS	104,960	271,266	376,226	\$5,293,742	\$1,056,579	\$475,251	\$2,628,687	\$4,160,516.53	-21.4%				

## Item 7 Attachment 1

Proposed FY 24/25 Budget				
	Zero Waste Fund	State Reporting Fund	HHW Fund	All Funds Total
Expenses	\$ 1,951,881	\$ 1,358,126	\$ 2,959,833	\$ 6,269,840
Contingency	\$ 195,188	\$ 135,813	\$ 1,116,492	\$ 1,447,493
Revenue Requirement	\$ 2,147,069	\$ 1,493,939	\$ 4,076,325	\$ 7,717,333
Interest	\$ 1,000	\$ 1,000	\$ 2,000	\$ 4,000
CalRecycle Grants	\$ 230,724	\$ 355,000	\$ 163,509	\$ 749,233
Assessments	\$ 1,056,579	\$ 475,251	\$ 2,628,687	\$ 4,160,517
Carry Over	\$ 858,767	\$ 662,688	\$ 1,282,129	\$ 2,803,584
Revenue	\$ 2,147,069	\$ 1,493,939	\$ 4,076,325	\$ 7,717,333

### Expenses



	Zero Waste Fund	State Reporting Fund	HHW Fund
Expenditures as Percent of Total Budget by Fund	31%	22%	47%

**Regulatory Administration & Compliance Reporting  
FY 24/25 (80218601) EXPENSE BUDGET**

<b>FY 23/24 APPROVED BUDGET</b>	<b>FY 23/24 TOTAL EST EXPENDITURE</b>	<b>ACCOUNT NAME</b>	<b>OBJECT</b>	<b>FY 24/25 BUDGET REQUEST</b>	<b>VARIANCE</b>	<b>% CHANGE</b>	<b>NARRATIVE</b>
\$621,743	\$559,569	Contracted Staff & Benefits	511110	\$440,632	(\$115,017)	-18.5%	Decreased due to reallocation of staff time . Fully burdened salary + benefits 45.6% County overhead charges for HR, Payroll, Accounting, IST, Procurement, and other support. Was bundled with Salary FY24.
\$0	\$0	Administrative support	511230	\$66,094			
\$0	\$0	Clothing & PPE	521230	\$2,500	\$2,500	4.6%	ZW Branded vests. For education & inspections. Was imbeded in other cost categories.
\$35,000	\$33,933	Food for Workhops/Trainings	521410	\$2,500	\$2,500	100%	
		General Liability Insurance	521615	\$30,000	(\$5,000)	-16.7%	Based on estimate from Insurance carrier. Moved from ZWP Fund. Amount is the same but was not shown in this fund last FY.
\$0	\$0	Professional Memberships	522210	\$15,000	\$15,000	0.8%	Procurement of Recovered Organic Waste Products to help Members meet 2025 Annual Procurement Requirement
\$40,000.00	\$40,000	Procurement of Recovered Organic Waste Products - WMC	522310	\$60,000.00	\$20,000	0.2%	Reflective of annual usage.
\$1,200	\$1,200	Office Supplies	522410	\$1,200	\$0	0.0%	Keep R3 on for implementation guidance of SB 1383.
\$25,000	\$25,000	SB 1383 Consulting Services for workplan and budgeting	522510	\$25,000	\$0	0.0%	Requirement of SB1383: Organics Capacity Study. Need WCS first to show the need then will complete the capacity study.
\$0	\$0	Waste Characterization Study	522510	\$200,000	\$200,000	0.0%	Procurement of Recovered Organic Waste Products to help Members meet 2025 Annual Procurement Requirement. 2024 65% of target. 2025 100% of target.
\$160,000	\$160,000	Procurement of Recovered Organic Waste Products - Agromin	522510	\$270,000	\$110,000	68.8%	
\$5,000	\$5,000	Legal Expense	522545	\$7,500	\$2,500	33.3%	Increased due to updates to contracts and agreements.
\$25,000	\$25,000	Outside Acctg & Audit Fees	522585	\$37,500	\$12,500	33.3%	Financial Audit,submittal of State reporting and tax filings, payment of Sales & Use taxes on goods where it was not included.
\$16,941	\$16,941	Rent at Los Gamos	522925	\$25,000	\$8,059	32.2%	Office space rent increase.
\$150,000	\$150,000	Software and Cloud based Subscriptions	522935	\$155,000	\$5,000	3.3%	Includes new SB1383 reporting software, Airtable, Doodle, Zoom, GoDaddy and other cloud based reporting and datebase tools.
\$1,500	\$1,500	Training/Professional Developn	523210	\$15,000	\$13,500	90.0%	Moved from ZWP Fund. Amount is the same but was not shown in this fund last FY.
\$618	\$618	Mileage & Routine Travel	523445	\$1,200	\$582	48.5%	Routine travel. Increased due to more staff. Moved from ZWP Fund. Amount is the same but was not shown in this fund last FY.
\$1,082,002	\$1,018,761	Vehicle Maintenance	540530	\$4,000	\$4,000	100%	
		<b>State Reporting Fund Ops Total</b>		<b>\$1,358,126</b>	<b>\$276,124</b>	<b>20.3%</b>	
<b>FY 24/25 (80218601) REVENUE BUDGET</b>							
<b>FY 23/24 APPROVED BUDGET</b>	<b>FY 23/24 TOTAL EST REVENUE</b>	<b>ACCOUNT NAME</b>	<b>REVENUE SOURCE</b>	<b>FY 24/25 REVENUE REQUEST</b>	<b>NARRATIVE</b>		
\$500	\$1,000	Interest	441115	\$1,000	Interest		
\$0	\$0	Local Assistance Grant	451970	\$355,000	CalRecycle Sb1383 Local Assistance Grant		
\$1,050,109	\$1,050,109	Solid Waste Management	461510	\$475,251	Hauler, Landfill, Transfer Station Assessments		
\$139,594	\$630,340	Carry-Over	N/A	\$662,688	Carry-over from prior fiscal year (contingency + unspent)		
<b>\$1,190,203</b>	<b>\$1,681,449</b>	<b>Total Revenue</b>		<b>\$1,493,939</b>			
		<u>GENERAL CONTINGENCIES</u>					
	\$662,688	Contingency Account	900010	\$135,813			
		Contingency Target = 10%		10%			



## Item 7. Attachment 1

HOUSEHOLD HAZARDOUS WASTE FUND FY 24/25 (80228601) EXPENSE BUDGET							
FY 23/24 APPROVED BUDGET	FY 23/24 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	FY 24/25 BUDGET REQUEST	VARIANCE	% CHANGE	NARRATIVE
\$298,046.00	\$298,046.00	Contracted Staff & Benefits	511110	\$294,423.37	\$ 40,541	13.6%	Fully burdened salary + benefits 45.6%
\$0.00	\$0.00	Administrative support	511230	\$44,163.50			County overhead charges for HR, Payroll, Accounting, IST, Procurement, and other support.
\$0.00	\$0.00	Clothing & PPE	521220	\$500.00	\$ 500	100.0%	ZW Branded materials. For education & inspections.
\$37,130.00	\$37,130.00	City of Novato Self-haul reimbursement	522310	\$0.00	\$ (37,130)	-100.0%	Hx: Novato HHW Grant paid to Novato Sanitary District based on self haul tonnage from Novato. Removed until there is more discussion.
\$89,838.00	\$89,838.00	Sharps & Needles Program	522310	\$95,000.00	\$ 5,162	5.7%	Support for the Sharps and Needles Program via Environmental Health Services. Increased by COLA per EHS
\$0.00	\$0.00	Printing of Materials	522430	\$10,000.00	\$ 10,000	100.0%	Facility Brochures & printed materials in English & Spanish.
\$75,000.00	\$0.00	Toxic Away Day Events	522510	\$100,000.00	\$ 25,000	33.3%	Toxic Away Days in West Marin responsibility now assumed by ZWM. Subcontract with vendor to collect materials at the events. ZWM will advertise and report.
\$175,000.00	\$170,000.00	Bulb and Battery Program	522510	\$200,000.00	\$ 25,000	14.3%	Fluorescent bulbs and batteries Haz waste collection.
\$50,000.00	\$0.00	HHW Program Review & Agreement Revision	522510	\$2,500.00	\$ (47,500)	-95.0%	Consultant to review the program, agreements, and all regulatory compliance needs.
\$0.00	\$0.00	New Program Development	522510	\$100,000.00	\$ 100,000	100.0%	Solar Panel pilot and take back day pilots.
\$65,000.00	\$65,000.00	Soluna Oil Payment Program	522510	\$80,000.00	\$ 15,000	23.1%	Bilingual outreach & education
\$0.00	\$0.00	CPSC Marin Flares	522510	\$100,000.00	\$ 100,000	100.0%	Awarded OPP Cycle 14 grant but check has not arrived.
\$0.00	\$0.00	Advertising & Marketing	522530	\$1,200.00	\$ 1,200	100.0%	Advertising toxic away days.
\$5,000.00	\$4,000.00	Legal Services	522545	\$5,000.00	\$ -	0.0%	Legal counsel on new HHW agreement between MRRRA and JPA, contracts and grant agreements, including Bulb and Battery and Marina programs.
\$0.00	\$0.00	Audit of Facility Financial	522585	\$10,000.00	\$ 10,000	100.0%	New responsibility of JPA.
\$1,909,272.00	\$1,909,272.00	HHW Facility Operations	522555	\$1,904,546.00	\$ (4,726)	-0.2%	Based on past 3 years iaverage plus anticipated increases in disposal costs.
\$0.00	\$0.00	Minor Equipment-Giveaways	522930	\$10,000.00	\$ 10,000	100.0%	New responsibility of JPA.
\$0.00	\$0.00	Training and Professional Development	523210	\$2,500.00	\$ 2,500	100.0%	Development of New staff person.
\$2,704,286.00	\$2,573,286.00	HHW Fund Total Operating Expenses	Total	\$2,959,832.87	\$ 255,547	9.4%	
FY 24/25 (80228601) REVENUE BUDGET							
FY 23/24 APPROVED BUDGET	FY 23/24 TOTAL EST REVENUE	ACCOUNT NAME	REVENUE SOURCE	FY 24/25 REVENUE REQUEST	NARRATIVE		
\$2,000	\$2,000	Interest	441115	\$2,000.00	Interest		
\$65,000	\$65,455	Other Aid: State	451970	\$163,509.00	CalRecycle Funds for Used Oil Payment Program and Marin Flare Grant		
\$2,682,924	\$2,682,924	Solid Waste Management	461510	\$2,628,687.22	Hauler, Landfill, Transfer Station Assessments		
\$654,792	\$1,105,036	Carry-Over	N/A	\$1,282,129.00	Carry-over from prior fiscal year (contingency + unspent)		
		JPA HHW Reserves from SRFD	461510	\$524,525.78	One time transfer of funds from SRFD to JPA HHW Reserves. Not reflected in budget		
\$3,404,716	\$3,855,415	Total Revenue		\$4,600,851			
GENERAL CONTINGENCIES							
	\$1,282,129	Contingency Account	900010	\$1,116,492	20% of expenses +transfer from SRFD (\$50k of which is for Closure Fund)		
		Contingency Target = 20%		20%	Not inclusive of the HHW Reserves		

**ZERO WASTE FUND**  
**FY 24/25 (80238601) EXPENSE BUDGET**

<b>FY 23/24 APPROVED BUDGET</b>	<b>FY 23/24 TOTAL EST EXPENDITURE</b>	<b>ACCOUNT NAME</b>	<b>OBJECT</b>	<b>FY 24/25 BUDGET REQUEST</b>	<b>VARIANCE</b>	<b>%</b>	<b>NARRATIVE</b>
\$422,561.00	\$380,304.90	Contracted Staff & Benefits	511110	\$538,158	\$ 196,320	46.5%	Increase due to reallocation of staff time . Fully burdened salary + benefits 45.6%
\$0	\$0	Administrative support	511230	\$80,724			County overhead charges for HR, Payroll, Accounting, IST, Procurement, and other support. Was bundled with Salary FY24.
\$0	\$0.00	Printing & Mailing-County Print Shop	522430	\$100,000	\$ 100,000	100.0%	Was embedded in another expense line.
\$15,000	\$15,000.00	PSC-Construction & Demolition Program Implementation	522510	\$15,000	\$ -	0.0%	Contract support for Construction & Demolition outreach at Members.
\$100,000	\$100,000.00	Edible Food Donation Support	522510	\$150,000	\$ 50,000	50.0%	Mini grant program funding for Food Recovery Organizations and Generators.
\$220,000	\$220,000.00	PSC-Zero Waste School Program	522510	\$300,000	\$ 80,000	36.4%	Increased to add more schools the program and continued support to those enrolled.
\$450,000	\$400,000.00	PSC-New Program Development	522510	\$200,000	\$ (250,000)	-55.6%	Rebranded the Reimbursement Program to New Program Development.
\$40,000	\$40,000.00	PSC-Trash Bin Cleaners-ZW Schools	522510	\$50,000	\$ 10,000	25.0%	Part of ZW Schools Program-contracted to clean organics carts.
\$15,000	\$0.00	Translation Services	522520	\$15,000	\$ -	0.0%	This was originally for training expenses but is now for translation services as work to have all materials in English & Spanish.
\$250,000	\$250,000.00	PSC-Advertising & Marketing	522530	\$213,000	\$ (37,000)	-14.8%	PSC: Print, bus shelter, and other outlets for zero waste educational campaigns. Communications Strategy (\$150K) and Social media boosts and Printing from outside vendor (\$63K). Total = \$213K
\$20,000	\$20,000.00	PSC-Graphic Design	522540	\$10,000	\$ (10,000)	-50.0%	County vehicles usage and maintenance.
\$60,000	\$60,000.00	Member Agency & Community Support	522930	\$60,000	\$ -	0.0%	Reusable items for member and community events
\$0	\$0.00	Business Compliance Support	522930	\$100,000	\$ 100,000	100.0%	Sorting equipment (waste station containers, signage, supplies, etc.)
\$120,000	\$120,000.00	School Compliance Support	522930	\$120,000	\$ -	0.0%	Sorting equipment (waste station containers, signage, supplies, etc.), Green Team t-shirts, hats, compostable foodware, trash grabbers.
<b>\$1,712,561</b>	<b>\$1,605,305</b>	<b>Zero Waste Fund Expense Totals</b>		<b>\$1,951,881</b>	<b>\$ 239,320</b>	<b>14.0%</b>	

**FY 24/25 (80238601) REVENUE BUDGET**

<b>FY 23/24 APPROVED BUDGET</b>	<b>FY 23/24 TOTAL EST REVENUE</b>	<b>ACCOUNT NAME</b>	<b>REVENUE SOURCE</b>	<b>FY 24/25 REVENUE REQUEST</b>	<b>NARRATIVE</b>
\$1,000	\$1,000	Interest	441115	\$1,000	Interest
\$0	\$0	Local Assitance Grant	451970	\$230,724	CalRecycle Sb1383 Local Assistance Grant
\$1,560,709	\$1,560,709	Solid Waste Management	461510	\$1,056,579	Hauler, Landfill, Transfer Station Assessments
\$322,108	\$902,363	Carry-Over	N/A	\$858,767	Carry-over from prior fiscal year (contingency + unspent fund balances)
<b>\$1,883,817</b>	<b>\$2,464,072</b>	<b>Total Revenue</b>		<b>\$2,147,069</b>	

GENERAL CONTINGENCIES

Contingency Account 900010 \$195,188

Contingency Target = 10% 10%

# MRRRA HHW Facility Operating Budget Request FY24/25

	Granted Budget 2023/2024	Budget Request 2024-2025	Narrative
8111 Classified Personnel	\$ 706,835	\$ 668,891	
8112 Temporary Help (into 8111)	-	-	
8113 Overtime Pay	-	-	
8114 Vacation pay	\$ 59,800.14	\$ 51,644.01	
8121 Group Life/Health Insurance (was 8128)	\$ 116,112.06	\$ 123,915.62	
8125 Worker's Compensation	\$ 63,615.16	\$ 78,177.01	
8126 Retirement	\$ 70,683.51	\$ 72,997.90	
8129 Payroll Taxes	\$ 66,513.18	\$ 56,910.00	
<b>PERSONNEL SUBTOTAL</b>	<b>\$ 1,083,559</b>	<b>\$ 1,052,536</b>	
8130 Legal and Professional	\$ 5,000.00	\$ 5,000.00	
8211 Travel & Conference	\$ 5,500.00	\$ 5,500.00	
8212 Training Instruction & Medical Examinations	\$ 5,500.00	\$ 18,464.77	↑ / weekly training expense
8216 Professional Dues and Subscriptions	\$ 150.00	\$ 150.00	
8240 Rental/Land (excluded from op ratio effective 3/1/2012)	\$ -	\$ -	
8241 Equipment Replacement Fund	\$ 40,000.00	\$ -	
8242 Building and Structure Replacement		\$ -	
8243 Equipment Rental/Repair	\$ 1,200.00	\$ 7,200.00	↑ / purchase new forklift
8260 Printing	\$ -	\$ -	
8261 Duplication	\$ -	\$ -	
8262 Books and Publications	\$ -	\$ -	
8263 Cooking Oil Spill Cleanup	\$ -	\$ -	
8270 Contractual Services	\$ -	\$ -	
8271 Waste Disposal Costs	\$ 362,428.25	\$ 380,549.66	5% disposal cost increase per ACT
8280 Advertising & Community Promotions		\$ -	
8290 Insurance & Surety Bonds	\$ 15,500.00	\$ 15,500.00	
8291 Admin. Allocation	\$ 66,398.23	\$ 36,900.00	
8310 Office Supplies		\$ 40,777.62	Uniform rental expenses
8330 Clothing & PPE Supplies	\$ 3,500.00	\$ 3,500.00	
8360 Miscellaneous Supplies & Materials	\$ 41,705.45	\$ 94,152.25	Calculated based on actuals for FY23/24 plus 3% increase
8422 Maintenance Buildings & Improvements	\$ 41,705.25	\$ 28,102.44	
8523 Facility Closure Fund	\$ -	\$ -	
Equipment Purchases		\$ 1,459.70	
<b>NON-PERSONNEL SUBTOTAL</b>	<b>\$ 588,587</b>	<b>\$ 637,256</b>	
8361 Operating Ratio	\$ 175,529	\$ 177,381	
<b>GRAND TOTAL:</b>	<b>\$ 1,847,676</b>	<b>\$ 1,867,174</b>	
8240 Rental/Land	115,408	118,640	

MRRRA HHW Facility Operating Budget Request FY24/25

OUTSIDE FUNDING SOURCES:

BOP Grant Monies

Motor Oil Monies

Cooking Oil Monies

E-Waste Monies

Batteries Monies

Paint Sale Monies

SQG Monies

**Net Amount:**

**Misc: Budget adjustment**

**Total**

	(6,911)	(6,088)
	(46,901)	(75,179)
	\$ 1,909,272	\$ 1,904,546
	\$ 1,909,272	\$ 1,904,546

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

**RESOLUTION NO. 2024-01**

**ESTABLISHING ASSESSMENTS FOR INTERGRATED WASTE MANAGEMENT  
PLANNING AND IMPLEMENTATION OF PROGRAMS FOR FY 2024-2025**

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

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

**WHEREAS**, the Authority established the assessments at its regular meeting on June 15, 2023; and

**WHEREAS**, these assessments are set and imposed for FY 2024-2025 only; and

**WHEREAS**, the City of Novato is not participating in the Authority's household hazardous waste collection program and instead participates in a program in conjunction with the Novato Sanitary District;

NOW, THEREFORE, BE IT RESOLVED that the following assessments are imposed for FY 23-24 and shall be collected from the organization specified herein;

<b><u>FY 24/25 Assessments</u></b>	
Redwood Landfill	\$2,004,090.98
Marin Resource Recovery Center	\$1,100,799.55
Marin Sanitary Transfer Station	\$40,091.05
Bay Cities Refuse	\$56,635.27
Marin Sanitary Service	\$537,136.57
Mill Valley Refuse	\$229,926.45
Recology Novato	\$108,982.45
Recology Sonoma Marin	\$63,871.83
Tamalpais Community Service District	\$18,982.38
<b>TOTAL</b>	<b>\$4,160,516.53</b>

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

1. Assessments are based upon the tons of material collected and disposed during 2023, with data provided by the haulers, landfills, and recovery center.
2. Assessments shall be paid in two installments – half of the amount shall be due and payable on December 1, 2024; the remaining half shall be due and payable on May 1, 2025.
3. Assessments shall be due and payable to the “Marin County Treasurer – Tax Collector”, Administration Bldg., Civic Center, P.O. Box 4220, San Rafael, CA 94913-4220.

PASSED AND ADOPTED at a regular meeting of the Marin County Hazardous and Solid Waste Management Joint Powers Authority held May 16, 2024 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair

ATTEST: \_\_\_\_\_

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Delegate Signature Authority for Certain Contracts to the Executive Director

**Fairfax**

The FY 24/25 JPA Budget contains certain activities which necessitate contracts over the JPA's \$50,000 Executive Director signature authority.

**Larkspur**

Typically, these are core services provided via professional service contracts. Due to the need to proceed with these efforts in a timely manner and the frequency of JPA Board meetings, it is requested to continue with past practice and delegate authority to enter into contracts for these services to the Executive Director. Any contract will be subject to approval as to form by County Counsel. These items are for new and ongoing services consistent with prior year's work.

**Mill Valley**

**Novato**

**Ross**

1. Regulatory, Administration, Compliance & Reporting (RACR) Fund

a. Procurement of Recovered Organic Waste Products: up to \$330,000. This will cover 2-3 Service Contracts (Agromin, West Marin Compost and TBD).

**San Anselmo**

b. Cloud-based software for SB 1383 data capture and reporting on behalf of Member Agencies: up to \$150,000.

**San Rafael**

c. Waste Characterization Study: up to \$200,000. Contract with SCS Engineering.

**Sausalito**

2. Household Hazardous Waste Programs (HHW) Fund

a. Used Oil Payment Program implementation and bilingual education and outreach: up to \$80,000 with Soluna.

b. Toxic Away Day events (2-3): up to \$100,000

c. Bulb and Battery collection: up to \$200,000 with ReVolt.

**Tiburon**

d. Marine Flares & Solar Panel events (2-3): up to \$150,000

e. New Program Development: up to \$100,000. (TBD. Will come back to the Executive Committee).

3. Zero Waste Program (ZWP) Fund

a. Zero Waste Schools Program implementation: up to \$300,000 with Strategic Energy Innovations and Trash Bin Cleaners.

b. New Program Development: up to \$200,000. (Will come back to the Executive Committee).

c. Communications, Advertising & Marketing: up to \$150,000. RFP is out.

**8**  
**MARIN COUNTY HAZARDOUS AND SOLID WASTE  
MANAGEMENT JOINT POWERS AUTHORITY**

**Recommendation**

Adopt a Motion granting the Executive Director signature authority to enter into contracts for the specific services with the payment caps as outlined above if approved in the FY 24/25 Budget.

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

Motion (First): \_\_\_\_\_ Second: \_\_\_\_\_

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

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

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

Absent: \_\_\_\_\_  
\_\_\_\_\_



# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Three Month Extension to Household Hazardous Waste Services Agreement Between the JPA and Marin Recycling & Resource Recovery Association (MRRRA).

**Fairfax**

**Larkspur**

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

**Mill Valley**

**Novato**

On December 19, 2022, the JPA Interim Executive Director received a notice from the City of San Rafael that the agreement of the Hazardous Waste Collection Program Agreement between the City and MRRRA would not be renewed for FY 24. On June 8, 2024, the JPA entered into a one-year transition agreement with MRRRA to provide operations service of the Facility. On July 1, 2023, the JPA assumed responsibility as the Generator of Household Hazardous Wastes with the State of California responsible for the oversight of the HHW Collection Facility and Program (Attachment 1).

**Ross**

**San Anselmo**

**San Rafael**

JPA staff have been working with MRRRA staff, County Counsel, and Larry Sweetser & Associates to research best practices and to ensure contract specifications and appropriate regulations are being upheld. The JPA approved a new position of Senior Planner to manage all HHW programs. Unfortunately, the JPA was unable to fill this specialty position until late fall 2023 which set the process back. We are now requesting a 3-month extension of the existing agreement while we fully review the documents gathered to create a contract that incorporates these best practices and current regulatory standards (Attachment 2).

**Sausalito**

**Tiburon**

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

**Recommendation**

Delegate authority to the JPA Board Chair to sign the First Amendment to the Hazardous Waste Collection Agreement which extends the agreement the JPA and MRRRA until September 30, 2024.

**Attachment**

1. Executed One-year Agreement JPA and MRRRA
2. First Amendment to the Hazardous Waste Collection Agreement

**9**  
**MARIN COUNTY HAZARDOUS AND SOLID WASTE  
MANAGEMENT JOINT POWERS AUTHORITY**

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

Motion (First): \_\_\_\_\_ Second: \_\_\_\_\_

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

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

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

Absent: \_\_\_\_\_  
\_\_\_\_\_

## HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This Hazardous Waste Collection Program Agreement dated as of June 8, 2023 (Agreement) is by and between Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) and Marin Recycling and Resource Recovery Association, a California Corporation (MRRRA).

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

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

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

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

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

NOW, THEREFORE, MRRRA and JPA agree as follows:

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

D. "VSQG" means Very Small Quantity Generator business that generates no more than 100 kilograms of hazardous waste in a calendar month as defined in H&S Code section 25218.1.

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

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

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

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

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

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

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

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

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

**4. Term of Agreement and Termination**


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

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

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

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

MARIN COUNTY HAZARDOUS AND  
SOLID WASTE MANAGEMENT  
JOINT POWERS AUTHORITY



Heather Abrams  
JPA Board Chair

APPROVED AS TO FORM:



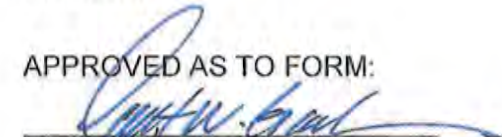
Jenna Brady  
Counsel for Marin County Hazardous and  
Solid Waste Management JPA

MARIN RECYCLING &  
RESOURCE RECOVERY  
ASSOCIATION



Patty Garbarino  
President

APPROVED AS TO FORM:



Scott Gordon  
Legal Counsel for Marin  
Recycling & Resource Recovery  
Association

## **Exhibit “C”**

### **Public Education and Outreach**

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

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

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



**HAZARDOUS WASTE  
COLLECTION PROGRAM AGREEMENT**

**THIS AGREEMENT**, is entered into as of September 14, 1995, by and between the City of San Rafael ("City"), and Marin Recycling & Resource Recovery Association, a California corporation ("Company").

**WHEREAS**, the Company and the City are faced with increased demand for recognized hazardous waste facilities; and

**WHEREAS**, no organized full-time effort has been dedicated to resolve or reduce the hazardous waste stream; and

**WHEREAS**, the City sought and received from the California Department of Toxic Substances Control authorization to conduct a hazardous waste collection program for household hazardous waste and conditionally exempt small quantity generator waste, to be operated by the Company as the City's exclusive contractor; and

**WHEREAS**, the City Council has given prior approval to enter into this agreement; and

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

1. **Definitions**

(a) "Approved Hazardous Waste" means household hazardous waste and conditionally exempt small quantity generator waste that Company is authorized to receive at the Project Site under the terms of the Variance of the California Department of Toxic Substances Control, except for such waste designated on EXHIBIT "A" attached hereto, as may be modified hereafter from time-to-time by

**COPY**

agreement of the parties.

(b) "Approved Service Area" shall mean the City of San Rafael and such other jurisdictions as City hereafter may designate from time-to-time by written notice given by City to Company.

(c) "Approved VSQGs" shall mean VSQGs whose place of residence or business at the time of delivery of approved hazardous waste to the Company is in an Approved Service Area.

(d) "Disposal Manifest" shall have the meaning set forth in California Code of Regulations, Title 22, Section 66131.

(e) "Facilities Manual" means the document titled "Permanent Household Hazardous Waste Collection and Consolidation Facility for the City of San Rafael, Operation Plan-Facility Manual", dated October 1993, which is on file with the City Clerk and incorporated by reference into this Agreement, together with any modification, amendment, or supplement thereto as may be agreed to from time-to-time, in writing, by the Company, and the City Manager and City Fire Chief.

(f) "Generator" has the meaning given that term in California Code of Regulations, Title 22, Section 66260.10 and 40 C.F.R. Section 260.10 and as the term "Generator" is used in the Hazardous Waste Control Act ("HWCA"), California Health & Safety Code, Section 25100, et seq., and the Resources Conservation and Recovery Act ("RCRA") 42 U.S.C. Section 6901, et seq. and respective implementing regulations.

(g) "Permitted Disposal Site" means a hazardous waste disposal site permitted or deemed to be permitted pursuant to 42

U.S.C. Section 6925 and California Health & Safety Code, Sections 25200, 25200.5 and applicable regulations.

(h) "Project Site" means that portion of the Company's property that has been set aside and designated for receipt of Approved Hazardous Wastes as described in the Facilities Manual.

(i) "Registered Hazardous Waste Transporter" shall have the meaning set forth in California Code of Regulations, Title 22, Section 66176 and shall be a transporter that at the time of transport, is registered with the California Department Toxic Substances Control, as required by California Health & Safety Code, Articles 6 and 6.5, and California Code of Regulations, Title 22, Articles 5 and 6.5.

(j) "Variance" shall mean the variance determination of the California Department of Toxic Substances Control for the Hazardous Waste Collection Facility, attached as EXHIBIT "B" and incorporated by reference into this Agreement, and any modification, amendment or supplement thereto as may be agreed upon by the Company, the City Manager and Fire Chief of the City, and as may be approved by the Department of Toxic Substances Control.

(k) "VSQGs" shall mean persons who reside in households or operate small businesses and who are very small quantity generators of Approved Hazardous Waste.

2. Acceptance and Management of Approved Hazardous Waste.

(a) Company shall perform the day-to-day operational services at the Project Site in connection with receipt, storage, handling and disposal of the Approved Hazardous Waste in accordance

with the operational procedures set forth in the Facilities Manual, the Variance of the California Department of Toxic Substances Control, and all applicable federal, state and local laws and regulations.

(b) Notwithstanding the operating schedule contained in the Facilities Manual, Company shall accept Approved Hazardous Waste at the Project Site only at the times authorized by the City in the operating schedule attached hereto as EXHIBIT "C", which schedule may be amended by the City from time to time by written notice given by City to Company.

(c) In accordance with the operational procedures set forth in the Variance and Facilities Manual, the Company shall voluntarily receive at the Project Site only Approved Hazardous Waste which has been represented to have been produced in the Approved Service Area. Before accepting such waste, Company shall require verification that the Approved Hazardous Waste delivered to the Project Site was produced by Approved VSQGs in the Approved Service Area, in accordance with the operation procedures set forth in the Variance and Facilities Manual. Company shall voluntarily receive at the Project Site only those Approved Hazardous Wastes that it is authorized to receive under the Variance and in accordance with the procedures set forth in the Facilities Manual.

(d) The Company shall not voluntarily receive hazardous waste that is not Approved Hazardous Waste. Moreover, the Company will not receive any hazardous waste which it does not believe can

be handled or stored legally, safely, or compatibly with the facilities and with other hazardous wastes at the Project Site. In the event the Company inadvertently receives at the Project Site hazardous waste that is not Approved Hazardous Waste, it shall comply with procedures set forth in the Facilities Manual and the Variance, and accept responsibility as a generator with respect to such hazardous waste.

(e) Company shall segregate, package, label and otherwise prepare the Approved Hazardous Wastes received from Approved VSQGs pursuant to this Agreement for transport to a Permitted Disposal Site in accordance with the Variance and the procedures set forth in the Facilities Manual. Company shall be responsible for timely notification to the City Fire Department in accordance with the provisions of the Facilities Manual whenever it desires the City Fire Department to arrange for removal of the Approved Hazardous Waste by a Registered Hazardous Waste Transporter.

(f) Company shall have the responsibility for the safe handling and storage of the Approved Hazardous Wastes from the time the Approved Hazardous Wastes are accepted at the Project Site by employees of Company until such time as the Approved Hazardous Wastes are loaded onto a Registered Hazardous Waste Transporter vehicle for transport to a Permitted Disposal Site designated on a Disposal Manifest.

3. Transport and Disposal of Generated Hazardous Waste.

(a) Under the terms of this Agreement, the City agrees

that it is and accepts the responsibilities of the Generator and Producer of the Approved Hazardous Waste received at the Project Site by the Company in accordance with this Agreement, the Facilities Manual and the Variance. However, City shall not be responsible for contamination permitted or caused by Company for activities or operations of Company not encompassed by this Agreement.

(b) The City agrees to provide an authorized individual to sign each Disposal Manifest authorizing the transport and disposal of Approved Hazardous Waste, and to obtain an EPA Generator Identification Number for the Project Site for such Approved Hazardous Waste.

(c) Upon notification by Company to City as provided in the Facilities Manual, the City shall be responsible for the removal of the Approved Hazardous Wastes stored upon the Project Site and shall independently contract and arrange with a Registered Hazardous Waste Transporter to remove the accumulated, Approved Hazardous Wastes and to dispose of the Approved Hazardous Wastes at a Permitted Disposal Site.

(d) Company agrees to collect, maintain and provide copies to the City of all information, inventories, manifests, invoices and any other documents as set forth in the Facilities Manual.

(e) Company shall pay for transportation and disposal costs in accordance with the procedures set forth in the Facilities Manual.

4. Public Education

The City, in cooperation with Company, shall implement an information program to advise Approved VSQGs of the Approved Hazardous Waste collection project as provided for in the Facilities Manual. Company shall assist in the implementation of this program by distributing informational material in the manner set forth in the Facilities Manual.

5. Permits

Company and the City agree to cooperate together to obtain all permits and other governmental authorizations and make all filings as may be necessary or desirable in connection with the Project as set forth in the Facilities Manual.

6. Inspections

(a) The City shall inspect the Project Site at least monthly in accordance with the Variance and consistent with the procedures set forth in the Facilities Manual. The City shall have the right to inspect the Project Site at any time without providing prior notice.

(b) Company shall inspect the Project Site in accordance with the schedule and procedures set forth in the Facilities Manual.

7. Indemnification

Company agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release City, its officers, agents and employees, from and against any and all actions, claims, damages, liabilities or

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

#### 8. Insurance

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

##### 8.1 Minimum Scope of Insurance

Coverage shall be at least as broad as: (a) Insurance



Services Office Commercial General Liability coverage (occurrence Form CG0001 or Claims Made Form CG 0002); (b) Insurance Services Office Form No. CA 0001, covering Automobile Liability, Code 1 (any auto) or Code 8, 9 if no owned autos; (c) Worker's Compensation insurance as required by the State of California and Employer's Liability insurance; and (d) Pollution and/or Asbestos Liability and/or Errors and Omissions.

#### 8.2 Minimum Limits of Insurance

Company shall maintain limits no less than:

(a) General Liability: \$1,000,000 per occurrence and \$2,000,000 policy annual aggregate, for bodily injury, personal injury and property damage.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

(d) Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions: \$1,000,000 each occurrence / \$2,000,000 policy annual aggregate.

#### 8.3 Deductible and Self Insured Retention

Any deductibles or self insured retention must be declared to and approved by the City. If possible, the insurer shall reduce or eliminate such deductibles or self insured retention as respects the City, its officers, officials, employees and volunteers; or the Company shall provide evidence satisfactory

to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**8.4 Other Insurance Provisions**

(a) The General Liability, Automobile Liability, Pollution and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of: 1) automobiles owned, leased, hired or borrowed by or on behalf of the Company; 2) work or operations performed by or on behalf of the Company including materials, parts or equipment furnished in connection with such work or operations; and 3) Pollution and/or Asbestos Pollution.

(2) For any claims related to this project, the Company's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its members, officers, officials, employees, agents or volunteers shall be excess of the Company's insurance and shall not contribute with it.

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

(b) The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the

Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and any other endorsements that may be required by federal or state authorities.

(c) If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions coverage are written on a Claims Made form:

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

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

(3) If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the effective date of the Agreement, the Company must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

#### 8.5 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Asbestos Pollution and/or Errors and Omissions coverage are not available from an "Admitted" insurer, the coverage may be written by a Non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher.

#### 8.6 Verification of Coverage

Company shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City's form. All endorsements are to be received and approved by the City prior to the execution of this Agreement by the City. As an alternative to the City's forms, the Company's insurer may provide complete copies of all required insurance policies including endorsements effecting the coverage required by this Article 5. Upon City's written request, Company shall provide certified copies of the insurance policies. Said policy copies shall be submitted to the City within thirty (30) days of such request.

**8.7 Subcontractors**

Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**8.8 Policy Obligations**

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

**8.9 Material Breach**

If Company, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. City, at its

sole option, may terminate this Agreement and obtain damages from Company resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Company, City may deduct from sums due to Company any premium costs advanced by City for such insurance. These remedies shall be in addition to any other remedies available to the City.

9. Miscellaneous

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

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

(c) Assignment. This contract may not be assigned by Company without the express written consent of the City.

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

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

(f) Third Parties. Nothing herein express or implied is intended or shall be construed to confer upon or give any third person any rights or remedies pursuant to this Agreement and no party hereto shall be liable to any third person for the acts or omissions of any other party.

(g) Term. The term of this Agreement shall be for the period commencing October 1, 1995, and ending coterminous with the expiration date of the Variance, together with any and all extensions thereof obtained by agreement of the parties, unless terminated earlier as provided in paragraph 9(i) hereafter.

(h) Fees.

1) City shall remit to the Company fees for services to be rendered by the Company hereunder in an amount and in the manner to be agreed upon, in writing, by the parties, subject to the approval of the City Council. Said agreed fees shall

become Schedule "D" to this agreement.

2) However, City shall pay no fees and Company shall bear the entire cost of the Program established under this agreement, for either the first six months from the commencement of this agreement, or until the parties reach a mutual agreement on a fee structure, compatible with all federal, state and local laws and regulations, whichever event occurs later.

(1) Termination

(1) Termination Without Cause. Notwithstanding anything stated to the contrary herein, at any time and without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to Company. In the event of such termination, City shall pay Company for services satisfactorily rendered to the date of termination.

(2) Termination With Cause. Notwithstanding anything stated to the contrary herein, if Company should fail to perform any of its material obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the material terms of this Agreement, City may immediately terminate this Agreement by giving Company written notice of such termination, stating the reason for such termination. In such event, Company, subject to the provisions of section 9 (h), shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the

Agreement as the services satisfactorily rendered hereunder by Company bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damage, if any, sustained by City by virtue of the breach of the Agreement by Company.

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

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

- 1) deposited in the United States of America mail, first class, postage prepaid, duly addressed, registered or certified, return requested, at the following addresses or at such other address or addresses as is directed by either party by written notice delivered to the other as in this subparagraph provided;

- 2) personal delivery;

- 3) facsimile transmission, upon written or facsimile confirmation of receipt by the receiving party:



**CITY OF SAN RAFAEL**

1400 Fifth Avenue  
San Rafael, CA 94901  
Attn: City Manager  
Fax: (415) 485-2242  
with a copy to:

City Attorney at the  
address above set forth

**COMPANY**

Marin Recycling & Resource  
Recovery Association  
Attn: Joseph J. Garbarino,  
President  
565 Jacoby Street  
San Rafael, CA 94901  
Fax: (415) 485-1509

(l) Arbitration. Any dispute or controversy arising out of or in connection with this Agreement, including the breach of this Agreement, shall be submitted to and be determined and settled by arbitration in San Rafael, California, by the American Arbitration Association, or other mutually agreed upon arbitration firm, or arbitrator in accordance with the Rules for Commercial Arbitration. If no arbitrator can be agreed upon, the parties shall jointly request the presiding judge of the Marin Superior Court to appoint an arbitrator. The cost of any such arbitration shall be borne equally by the parties involved unless the arbitrator(s) deem such division of cost to be inequitable, in which event the arbitrator(s) may allocate the cost of arbitration among the parties thereto, together with reasonable attorneys fees and costs, as deemed just and equitable under the circumstances. This arbitration provision is compulsory, at the request of either party, and the judgement and award of the arbitrator(s) may be entered in any court of competent jurisdiction.

(m) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(n) Professional Engineer Certification. Company shall

be responsible for arranging for, and shall assume the cost of, the professional engineer certification required by the Variance.

(o) Closure Plan. Company shall be responsible for, and shall assume the cost of, preparing the closure plan required by the Variance.

(p) Closure Costs. Company shall be responsible for, and shall assume the cost of, closure at the Project Site, as required by the Variance and all applicable federal and state laws and regulations.

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

"CITY"

CITY OF SAN RAFAEL

ATTEST:

By: Jeanne M. Leoncini  
JEANNE M. LEONCINI  
City Clerk

By: Pamela J. Nicolai  
PAMELA J. NICOLAI  
City Manager

"COMPANY"

MARIN RECYCLING & RESOURCE RECOVERY  
ASSOCIATION

By: Joseph J. Barbarino  
JOSEPH J. BARBARINO  
President

Revised 8/31/95

**EXCEPTIONS FROM DEFINITION OF APPROVED HAZARDOUS WASTE**

1. Radioactive wastes, except ionization type smoke detectors.
2. Infectious wastes
3. Biohazard wastes
4. Explosives

Hard Shell Cases  
& ammunition

**EXHIBIT "A"**

## AMENDED HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

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

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

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

**WHEREAS**, the parties now desire to enter into a new agreement that supersedes the Hazardous Waste Collection Program Agreement, dated September 14, 1995, which shall be deemed terminated on the effective date of this Agreement, subject to the survival of the indemnification provisions in such superseded Agreement.

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

1. **Definitions.**

A. "Approved Hazardous Waste" means hazardous waste that Company is authorized to receive at the HHWF from households consisting of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Scope of Services.**

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Transportation and Disposal of Approved Hazardous Waste.

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

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

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

C. Reporting Requirements.

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

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

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

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

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

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

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

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

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



D. Trained and Qualified Personnel.

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

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

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

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

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

E. HHWF General Operational Requirements.

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

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

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

F. Surveys and Information Materials.

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

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

G. Public Education.

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

H. CESQG Waste Collection.

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

(2) Company shall:

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

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

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

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

I. Reuse.

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

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

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

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

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

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

3. Company's Books and Records.

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

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

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

4. **Term.**

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

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

5. **Compensation.**

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

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

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

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

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

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

7. **Indemnification.**

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

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

8. Insurance.

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

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

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

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

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

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

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

D. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Indemnity and Insurance for JPA.

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

10. Status of Company.

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

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

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

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

11. Miscellaneous.

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

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

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

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

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



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

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

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

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

**CITY**

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

**COMPANY**

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

**With a Copy To:**

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

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

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

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

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

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

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

CITY OF SAN RAFAEL

MARIN RECYCLING & RESOURCE  
RECOVERY ASSOCIATION

  
NANCY MACKLE, City Manager

  
JOSEPH J. GARBARINO,  
Chairman of the Board

ATTEST:

  
ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

  
Legal Counsel for Marin Recycling &  
Resource Recovery Association

APPROVED AS TO FORM:

  
ROBERT F. EPSTEIN, City Attorney

## **EXHIBIT "A"**

### **HHWF OPERATING SCHEDULE**

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

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

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

Exhibit A

## **EXHIBIT "B"**

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

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

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

Exhibit B

## **EXHIBIT "C"**

### **PUBLIC EDUCATION**

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

Exhibit C

## **EXHIBIT "D"**

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

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

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

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

- Motor Oil
- Oil Filters

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

Exhibit D

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

Exhibit D



## **EXHIBIT "F"**

### **COMPENSATION PROCEDURES**

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

Exhibit E

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

Operating Costs ÷ Operating Ratio – Operating Costs = Profit

\$100,000 ÷ .905 = \$110,497 - \$100,000 = \$10,497 profit

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

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

Exhibit E

**RESOLUTION NO. 13282**

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

**WHEREAS**, the City Council on September 5, 1995, pursuant to Resolution No. 9448, approved and entered into a Hazardous Waste Collection Program Agreement, dated September 14, 1995, with Marin Recycling and Resource Recovery Association, for the establishment and operation of a permanent household hazardous waste collection facility and a conditionally exempt small quantity generator waste collection facility at 565 Jacoby Street in San Rafael; and

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

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

**NOW THEREFORE, BE IT RESOLVED** that the San Rafael City Council authorizes and empowers the City Manager of the City of San Rafael to execute in the name of the City of San Rafael the Amended Hazardous Waste Collection Program Agreement with the Marin Recycling and Resource Recovery Association in a form approved by the City Attorney.

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

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

 **ORIGINAL**

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

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ESTHER C. BEIRNE  
ESTHER C. BEIRNE, City Clerk

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

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

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

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

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

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

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

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

**4. Term of Agreement and Termination**

A. The term of this Agreement shall commence upon March 1, 2012, and shall continue to June 30, 2021, unless terminated earlier as provided in Section 11, Subparagraph G. hereafter. Upon expiration of the original term or any renewal term, this Agreement shall automatically be renewed for a one (1) year period unless, at least one hundred and eighty (180) days prior to the renewal date, either party provides to the other written notice of its desire not to automatically renew this Agreement.

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

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

CITY OF SAN RAFAEL

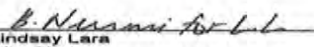
MARIN RECYCLING & RESOURCE  
RECOVERY ASSOCIATION

  
Jim Schutz  
City Manager

  
Joseph J. Garbarino  
Chairman of the Board

ATTEST:

APPROVED AS TO FORM:

  
Lindsay Lara  
City Clerk

  
Jenna Brady  
Legal Counsel for Marin Recycling &  
Resource Recovery Association

APPROVED AS TO FORM:

  
Rosa A. Galdames  
City Attorney

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

This First Amendment to the Hazardous Waste Collection Agreement (First Amendment) is made and entered into this \_\_\_\_\_, 2024 by and between Marin County Hazardous and Solid Waste Management Joint Powers Authority, hereinafter referred to as JPA, and Marin Recycling and Resource Recovery Association, hereinafter referred to as MRRRA.

**RECITALS**

**WHEREAS**, on June 8, 2023, JPA and MRRRA entered into a Hazardous Waste Collection Program Agreement (Agreement) for the operation of a household hazardous waste collection facility, which is attached hereto as Exhibit A;

**WHEREAS**, the Agreement is set to terminate on June 30, 2024;

**WHEREAS**, the parties are working together to amend the terms of the Agreement but require additional time to negotiate and wish to continue to utilize MRRRA for the services and extend the time of the Agreement.

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

1. Section 4 (Term of Agreement and Termination), Subsection A is hereby amended to extend the termination date from June 30, 2024 to \_\_\_\_\_, 2024.
2. EXCEPT as expressly modified by this First Amendment, all other terms and conditions of the Agreement, not specifically modified, amended or superseded herein, shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed by their duly authorized agents on the day and year first above written.

Marin County Hazardous and Solid Waste  
Management Joint Powers Authority

Marin Recycling & Resource  
Recovery Association

\_\_\_\_\_  
Heather Abrams  
JPA Board Chair

\_\_\_\_\_  
Patty Garbarino  
President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jenna Brady

Counsel for Marin County Hazardous and  
Solid Waste Management JPA

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Form Subcommittee to Review and Define the Responsibilities of the Marin County Special Districts as they relate to the JPA.

**Fairfax**

On September 20, 2022, the Interim Executive Director received a letter via email from Garrett Toy of Tamalpais Community Services District (TCSD), representing the interest of nine Marin Special Districts.

**Larkspur**

**Mill Valley**

The letter requested assistance from Zero Waste Marin to the districts regarding SB 1383. Specifically regarding; enforcement, outreach and education materials, and reporting to CalRecycle.

**Novato**

**Ross**

This letter was initially addressed at the October 20, 2022, ZWM JPA meeting and at the time it was determined there were limitations with staff and resources to fulfill this request. With the recent addition of a full-time Executive Director and the completion of the engagement of R3 Consulting Group, Inc. (R3) recommendations for specific SB 1383 activities, there has been an opportunity to further reevaluate the requests as outlined in the letter.

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**

This request was viewed by the Board and ZWM Staff and it was decided that ZWM continue to focus on the core member agencies and finalization of the SB 1383 Memo, Work Plan, and resource needs for implementation. Staff have made great progress in implementing the requirements of SB1383 and the Executive Director has engaged in conversations with each of the special districts regarding their requested support needs and historical inclusion and then exclusion in the JPA agreement. Staff now recommend the creation of a subcommittee and the selection of no more than four Member Agencies to review and further define the role and responsibilities of the Marin County Special Districts as it relates to the JPA.

## **Recommendation**

Adopt a Motion to appoint Board Members to the Special Districts Subcommittee.



**10**  
**MARIN COUNTY HAZARDOUS AND SOLID WASTE  
MANAGEMENT JOINT POWERS AUTHORITY**

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

Motion (First): \_\_\_\_\_ Second: \_\_\_\_\_

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

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

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

Absent: \_\_\_\_\_  
\_\_\_\_\_

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: May 16, 2024

**Corte Madera**

To: JPA Board of Directors

From: Casey Poldino, Program Manager

**County of Marin**

Re: Suggested Agenda Items

**Fairfax**

On August 17, 2023 the Board adopted the recommendation to allocate five minutes to allow board members to provide suggested topics for upcoming Zero Waste Marin JPA board meetings.

**Larkspur**

This standing item provides members of the board the opportunity to make suggestions regarding future agenda topics for the consideration of Staff, ensuring that the needs of the Board are being addressed.

**Mill Valley**

**Novato**

## **Recommendation**

Receive oral report and discuss the opportunity for future suggested agenda items for Staff consideration.

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**