

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, September 19, 2024, 1:30 pm – 2:30 pm

In Person: Tiburon Town Hall, Council Chambers, 1505 Tiburon Blvd, Tiburon 94920

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 May 16, 2024 (Action) 1 Minute.

Regular Agenda

4. Executive Director Update (Information Only) 5 Minutes.
5. SB1383 Progress Update (Information Only). 5 Minutes.
6. Annual Report Update (Information Only) 5 Minutes.
7. Extension of Hazardous Household Waste Agreement (Action) 5 Minutes.
8. Tonnage Reporting Ordinance (Action) 5 Minutes.
9. WCS Approval (Information Only) 5 Minutes.
10. LTF Member Approval (Action) 5 Minutes.
11. Staffing Update (Action) 5 Minutes.
12. Confirm 2025 JPA & Executive Committee Meeting Schedules (Action) 5 Minutes.
13. Suggested Agenda items Meeting (Information Only) 2 Minutes.
14. Adjournment.



For disability accommodations please phone **(415) 473-4381** (Voice), CA Relay 711, or e-mail 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, September 19, 2024, 1:30 pm – 2:30 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, September 19, 2024, from 1:30 pm – 2:30 pm

Zoom Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/95862063021?pwd=bNao2kRMGotDSIaK8b1J4fWAxvwabi.1>

Meeting ID: 958 6206 3021

Passcode: 115793

Or One tap mobile:

+16699006833,,95862063021#,,,,*115793# US (San Jose)

+16694449171,,95862063021#,,,,*115793# US

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

- +1 669 900 6833 US
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US
- +1 346 248 7799 US
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US

Find your local number: <https://zoom.us/u/acGbtY0AIs>

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).



For disability accommodations please phone **(415) 473-4381** (Voice), CA Relay 711, or e-mail 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**

Belvedere

Date: September 19, 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 Minutes

Thursday, May 16, 2024

1:45 pm – 2:45 pm

In Person: San Rafael City Hall, 1400 Fifth Ave, 3rd Floor Large Conference
Room, San Rafael, CA

BOARD MEMBERS PRESENT

Town of Corte Madera: Adam Wolff

County of Marin: Dan Eilerman (Alt.)

Town of Fairfax: Heather Abrams (Chair)

City of Larkspur: Dan Schwarz

City of Mill Valley & Town of Tiburon Grace Ledwith (Alt)

City of San Rafael: John Stefanski

City of San Rafael: Cory Bytof (Alt.)

STAFF PRESENT

Kimberly Scheibly (Executive Director)

Casey Poldino (Staff)

Amy Kolnes (Staff)

Casey Fritz (Staff)

Kathy Rico (Staff)

Meilin Tsao (Staff)

Justin Newsome (Admin)

Melody Mitchell (Admin)

Other

David Biggio: Mill Valley Refuse Service

Greg Christie: Bay Cities Refuse

1. Call to Order Regular Meeting

Regular session was called to order at 1:51 p.m.

2. Remote Public Participation Instructions

Information Only

3. Open Time for Public Comment (Items not on the agenda)

No public comments.

3. JPA Board Meeting Minutes from March 21, 2024

Motion to approve the JPA Board Meeting Minutes from March 21, 2024.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

First County of Marin: Dan Eilerman (Alt.)

Second City of San Rafael: John Stefanski

Vote Count

City of Belvedere: Absent

Town of Corte Madera: Aye

County of Marin: Aye

Town of Fairfax: Aye

City of Larkspur: Aye

City of Mill Valley: Aye

City of Novato: Absent

Town of Ross: Absent

Town of San Anselmo: Absent

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Absent

Ayes: 7

Noes: 0

Absent: 6

Abstain: 0

Motion passed

4. Executive Director Update

Executive Director Scheibly reported Zero Waste Marin (ZWM) received notice from CalRecycle of a deficiency in last year's Electronic Annual Report (EAR) on the edible food recovery capacity. The study was completed and will be submitted in August [2024].

Staff Amy Kolnes and Staff Andy Buck will support [the board] in the process of gathering data and reporting on the EAR due on August 1 and there are no changes to the reporting requirements this year.

Kolnes will email member agencies and the haulers requesting data and send it back no later than June 14. ZWM staff will compile and complete the draft and submit it on behalf of jurisdictions.

ZMW is moving forward with compliance for Recovered Organic Waste Product (compost and mulch) and is working with partners on a plan for calendar years 24 and 25. Procurement will happen again through Agromin, building a plan to work with jurisdictions and West Marin stakeholders MALT, Marin Carbon Project, Marin RCD, Parks, West Marin Compost, and Supervisor Rodoni's office. Staff Casey Poldino is leading this effort.

Regarding the Reusable Food Ware Ordinance, since the public feels that ZWM is responsible for the Reusable Foodware Ordinance, ZWM will take it over from CDA and EHS. However, they will continue being responsible for citations and fines while ZWM will continue with outreach and education.

ZWM is following 21 bills currently. Two bills of note are looking to redefine products that can be included in the recycled organic waste product category. A draft of collective responses has been submitted regarding SB-54 (Plastic Pollution

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Prevention and Packaging Producer Responsibility Act). Additionally, ZWM staff is currently waiting for a draft for an EPR bill.

A new website was launched and ZWM staff would like feedback from the board.

Scheibly concluded the Executive Director's report.

Information Only

Board Comments

Questions regarding ZWM taking over Reusable Food Ware Ordinance. Scheibly clarified and it was noted that this item can be put as a future agenda item for further discussion.

Public Comments

No public comments.

5. Approve Zero Waste Reimbursement Program Reimbursement Request (Action)

Staff Casey Fritz reported Zero Waste Reimbursement Program was created to help with activities related to waste law compliance. Reimbursements were submitted for three station big belly bins in public areas, SB 1383 compliance, purchase of compost pales. For FY23-24, a total allocation close to \$450,000 and made available to the cities, towns, county, and special districts. Fritz notated a correction to a staff report with a small discrepancy of \$7,000 from the Excel spreadsheet and will update the change in the minutes.

All of the 12 cities and towns used partial or total funding allocated, while four of the ten Sanitary Districts used partial or total funding allocated. An attachment with all of the requests is included, Fritz made a recommendation to vote to approve the total amount requested for reimbursement.

Board Comments

Board Member Adam Wolff commented that it has been exciting to receive new three big belly bins.

Public Comments

No public comments.

Motion to approve the allocation for the reimbursement program.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

First Town of Corte Madera: Adam Wolff
Second County of Marin: Dan Eilerman (Alt.)

Vote Count

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

Ayes: 7 Noes: 0 Absent: 6 Abstain: 0

Motion passed

Update

As previously stated, the following changes to the Zero Waste Reimbursement Program are as follows: Note that the original agenda packet contained an error for this agenda item in the table summarizing the reimbursement request amount. The total sum listed for the amount requested for reimbursement was incorrect in the table, and has now been updated to reflect the actual total of \$364,640.82.

6. Review and Discuss Audit (Information Only changed to Action)

Scheibly reported Pisenti and Brinker have completed their second audit of JPA financial statements and reviewed the draft with the Executive Committee April 18th [2024]. A representative from Pisenti and Brinker was on-hand with a brief presentation via Zoom and was available to answer questions.

Board Comments

Discussion was had among the board members to motion to accept the audit per conversation at the previous Executive Committee meeting; therefore changing the agenda item from Information Only to an Action Item.

Public Comments

No public comments.

Motion to motion accept the audit.

First City of Larkspur: Dan Schwarz
Second County of Marin: Dan Eilerman (Alt.)

Vote Count

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

City of Belvedere: Absent
Town of Corte Madera: Aye
County of Marin: Aye
Town of Fairfax: Aye
City of Larkspur: Aye
City of Mill Valley: Aye

City of Novato: Absent
Town of Ross: Absent
Town of San Anselmo: Absent
City of San Rafael: Aye
City of Sausalito: Absent
Town of Tiburon: Absent

Ayes: 7 Noes: 0 Absent: 6 Abstain: 0

Motion passed

7. Budget & Resolution Setting Assessment Fees for Fiscal Year 24-25 (Action)

Scheibly reported the JPA has been awarded three grants from CalRecycle; the largest is the Local Assistance Grant (LAG) for \$1.1 million, the others are HHW Grants (used motor oil annually and Marine Flares Collection Programming Expansion). The budget proposed to the board has half of the LAG money spent in FY 25 and the other half slated for spending in FY 26 at the Executive Committee's recommendation.

ZWM funding is provided by assessment fees coming from the five haulers and the three facilities that operate in the county. The calculations used to calculate the JPA's revenue requirement are prescribed in the 1996 JPA agreement using hauler and facility disposal figures to meet the revenue requirement. This requirement is then translated into individual assessments upon each hauler and facility. The franchise haulers may pass along these costs to their customers per their rate setting methodology sections of the Franchise Agreements, the facility operators may do the same.

Most of the expense contained in the customers' "resource hauling bill" is for the collection, processing, and disposal of the materials in the landfill, organics, and recycling containers.

Those costs are regulated by the individual Cities, Towns, County, or special districts with Franchise oversight. Please recall that the JPA is not funded by County, City or Town general funds or any sort of assessment on the Member Agencies.

The JPA Budget is Organized into Three Funds: Zero Waste Programs Fund (ZWP), Household Hazardous Waste (HHW) Fund, and Regulatory Administration & Compliance Reporting Fund (RACR). The FY23/24 approved budget was provided to the board members in their packets along with the proposed FY 25 budget. Staff's recommendation: 1. Adopt a Motion to approve the Proposed 24-25 FY budget or provide specific directions to staff on any desired changes.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

2. Adopt a Motion to approve Resolution 2024-01 establishing hauler/facility assessment fees for Integrated Waste Management Planning & Implementation of Programs.

Board Comments

Discussion was had among the board members regarding FY planning, rates, and volatility mitigation.

Public Comments

Justin Wilcox (Marin Sanitary Service) introduced the new Program Manager.

Motion to adopt staff recommendation.

First County of Marin: Dan Eilerman (Alt.)

Second City of San Rafael: John Stefanski

Vote Count

City of Belvedere: Absent
Town of Corte Madera: Aye
County of Marin: Aye
Town of Fairfax: Aye
City of Larkspur: Aye
City of Mill Valley: Aye

City of Novato: Absent
Town of Ross: Absent
Town of San Anselmo: Absent
City of San Rafael: Aye
City of Sausalito: Absent
Town of Tiburon: Absent

Ayes: 7 Noes: 0 Absent: 6 Abstain: 0

Motion passed

8. Approve Contract Signatory Authority to the Executive Director (Action)

Scheibly reported this agenda item continues each year with the budget process, there is a resolution that states the Executive Director can enter into prescribed contracts under \$50,000 in the approved budget and programs. All contracts will be subject to approval by County Counsel prior to execution. The contracts within the RACR, HHW, and ZWP funds were shared with the board along with the recommendation to adopt a motion granting the Executive Director signature authority to enter into contracts for the specific services with the payment caps as outlined in the staff report as approved in the FY 24/25 Budget.

Board Comments

Discussion was had among the board members requesting the scopes and total amounts of the signed contracts.

Public Comments

No public comments.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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.

First County of Marin: Dan Eilerman (Alt.)

Second City of Larkspur: Dan Schwarz

Vote Count

City of Belvedere: Absent

Town of Corte Madera: Aye

County of Marin: Aye

Town of Fairfax: Aye

City of Larkspur: Aye

City of Mill Valley: Aye

City of Novato: Absent

Town of Ross: Absent

Town of San Anselmo: Absent

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Absent

Ayes: 7

Noes: 0

Absent: 6

Abstain: 0

Motion passed

9. Approve 3-month extension on Household Hazardous Waste Facility Agreement (Action)

Scheibly reported that historically the JPA has funded the Household Hazardous Waste Collection Facility for Marin (except for Novato). On July 1, 2023, the JPA assumed responsibility as the generator of Household Hazardous Wastes with the State of California and is now responsible for funding and oversight; San Rafael is no longer involved. Staff have been working with MRRRA staff, County Counsel, and consultant Larry Sweetser & Associates to ensure contract specifications and appropriate regulations are being upheld.

The JPA was unable to fill this specialty position until late fall 2023 which set the process back and are now requesting a three-month extension of the existing agreement to fully review the documents gathered to create a contract that incorporates these best practices and current regulatory standards. The recommendation is to delegate authority to the JPA Board Chair to sign the First Amendment to the Hazardous Waste Collection Agreement, which extends the agreement until September 30, 2024.

Board Comments

Discussion was had among the board members around the timeframe of the extension and the need to extend beyond three months to six months.

Public Comments

No public comments.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Motion to adopt staff recommendation with the exception that the contract be extended six months instead of three months and empower the Chair of the JPA to execute the contract.

First County of Marin: Dan Eilerman (Alt.)

Second Town of Corte Madera: Adam Wolff

Vote Count

City of Belvedere: Absent

Town of Corte Madera: Aye

County of Marin: Aye

Town of Fairfax: Aye

City of Larkspur: Aye

City of Mill Valley: Aye

City of Novato: Absent

Town of Ross: Absent

Town of San Anselmo: Absent

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Absent

Ayes: 7 Noes: 0 Absent: 6 Abstain: 0

Motion passed

10. Form Subcommittee to Review Special Districts Responsibilities (Action)

Scheibly reported that a letter was received in fall of 2022 requesting SB 1383 assistance from ZWM to nine of the special districts from Tamalpais Community Services District (excluding Novato Sanitary District) for enforcement, outreach and education materials, and reporting to CalRecycle. This request was initially declined due to lack of staff. Since that time the staff has made progress in implementing the requirements of SB 1383 and have engaged with each of the special districts regarding their requested support.

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. Including historic review of payment to Novato Sanitary District to supplement the HHW program they operate for Novato residents and businesses. Recommendation is to adopt a motion to appoint Board Members to the Special Districts Subcommittee.

Board Comments

Discussion was had among the board members regarding who would be on this subcommittee. Board Members; Eilerman, Greg Chanis and Christa Johnson.

Public Comments

No public comments.

Motion to appoint Board Members to the Special Districts Subcommittee.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

First County of Marin: Dan Eilerman (Alt.)

Second City of Larkspur: Dan Schwarz

Vote Count

City of Belvedere: Absent

Town of Corte Madera: Aye

County of Marin: Aye

Town of Fairfax: Aye

City of Larkspur: Aye

City of Mill Valley: Aye

City of Novato: Absent

Town of Ross: Absent

Town of San Anselmo: Absent

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Absent

Ayes: 7

Noes: 0

Absent: 6

Abstain: 0

Motion passed

Update

Board Member Christa Johnson was not present at the time of meeting and it was confirmed that Johnson will not be able to serve on the subcommittee.

11. Suggested Agenda items for April Meeting (Information Only)

Discussion was had among the board members to not needing as much time between meetings. Staff Casey Poldino read the adopted recommendation from the Board for on the five minute allocation to provide suggestion topics for upcoming ZWM JPA board meetings.

Staff Poldino read back the noted recommendations: request for the reusable foodware ordinance update and staff report, contract update with scope of work and contract total amount.

Information Only

Board Comments

No Board comments

Public Comments

No public comments

12. Adjournment

Chair Abrams adjourned the meeting at 2:32 p.m.

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**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: September 19, 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: September 19, 2024

Corte Madera

To: JPA Board

From: Kimberly Scheibly, Executive Director

County of Marin

Re: SB1383 Progress and Climate Corps Fellows Update

Fairfax

All twelve Member Agencies have received a formal notification of evaluation and review of the Implementation Record (IR) for SB1383 pursuant to section 18996.1 of Title 14 of the California Code of Regulations from the Jurisdiction and Agency Compliance and Enforcement (JACE) branch of CalRecycle. In addition to the Member Agency’s IR, ZWM will submit a separate IR for the responsibilities delegated through the Letters of Agreements with each Member Agency. Roles & responsibilities for SB1383 are detailed in Attachment 1. Below is a summary of areas delegated to ZWM.

Larkspur

Mill Valley

Novato

1. Technical Assistance: Outreach, Education, Reporting to CalRecycle.
2. Recovered Organic Waste Product Procurement and Organics Capacity Planning.
3. Edible Food Recovery Program including outreach to generators and collaboration with food recovery organizations.
4. Inspections & Enforcement

Ross

San Anselmo

This review will also include field visits to review the residential and commercial three bin system, the edible food recovery program, the procurement program for recycled content fiber products as well as the use/purchase of compost and mulch, and the records for the CalGreen and the Model Water Efficient Landscape (MWELO) Ordinances. Additionally, CalRecycle will review implementation of Mandatory Commercial Recycling (MCR), Mandatory Commercial Organics Recycling (MORE), and the Source Reduction and Recycling Element (SREE) and the Household Hazardous Waste Element (HHWE) Public Resource Code section 41500 or 41510.

San Rafael

Sausalito

Tiburon

JACE will conduct these evaluations and reviews in groups of four. Group 1 is the Town of Corte Madera, City of Larkspur, City of Mill Valley, and City of Sausalito. All four submitted their IRs to CalRecycle the end of August. Group 2 is City of Belvedere, Town of Ross, City of San Rafael and the Town of Tiburon. Group 3 will be the City of Novato, the Town of Fairfax, the Town of San Anselmo and Unincorporated Marin County.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

The reviews are expected to take three to four weeks in which time CalRecycle will be in contact with the SB1383 leads from each Member Agency and ZWM staff if clarification is needed, or gaps are identified so corrections can be made prior to the release of a formal findings report.

Funding for two Climate Corps Fellows was approved using Local Assistance Grant funding in May. We have hired Erin Ahlich and Shannon Keane to join our team through June 2025. They will have overlapping responsibilities and scopes but will be the point person for supporting different jurisdictions with SB1383 implementation needs and may take on different roles in projects based on interest and time. Fellows are new for ZWM, so we are learning as we go along and will adjust their roles as needed. Three key projects we have identified are: 1) support for jurisdictions with Implementation Records for SB1383 which will include transitioning records to SMART1383, the centralized implementation record due to launch October; 2) compost and mulch procurement and distribution; and 3) a survey of jurisdiction needs.

In addition to the Climate Corp Fellows and ZWM staff, the Local Assistance and Market Development branch of CalRecycle are available to assist with these reviews.

RECOMMENDATION

Receive oral report. Information only.

ATTACHMENTS

1. Final SB 1383 Staff Responsibilities Matrix FY2025 Update 8-1-2024

FISCAL IMPACT

No fiscal impact. Climate Corp Fellows are funded using Local Assistance Grant Money.

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.

Short Lived Climate Pollutants Reduction Strategy (SB1383) Responsibility Matrix 2024 Updates

Section Reference	Requirement Type	Requirement	Responsible Party	ZW Marin Responsibility	MEMBER Responsibility	
18995.2	Implementation Record	Maintain an implementation record with all info or actions related to SB 1383 for review by CalRecycle staff upon request. Include a copy of ordinances, agreements, procurement, collection, contamination, education, waiver, inspection, route review, enforcement and inspection records and all other records required to be kept, outlined in 18995.2	MEMBER	Purchase and maintain Centralized Reporting System (SMART1383). Provide training to MEMBERS and HAULERS. ZWM will help all MEMBERS transfer existing IR to new software system.	Continually upload all relevant data to the implementation record in the software provided by ZWM including copies of ordinances, agreements, procurement record, waivers, and MEMBER provided educational outreach.	Continually upload all relevant data to the implementation record in the software provided by ZWM.
Technical Assistance, Outreach & Education & Reporting						
18984.5 (b)-(c)	Contamination Monitoring/Waste Evaluation	Conduct a route review for prohibited container contaminants annually. Containers may be randomly selected along a HAULER route. Contact or written notice to generator upon discovering contaminants (left at door, gate and/or through mail, email, or electronic message) is required.	HAULER	ZWM to provide support to MEMBER and HAULERS as needed.	Require HAULERS to perform route reviews or waste evaluations via franchise agreement	Conduct route reviews on a regular basis to verify compliance. Provide education to non-compliant generators. Notify ZWM and MEMBER of contamination records and keep record of route reviews.
18985.1 (a)(1-7)	Education and Outreach Annual Notice	A jurisdiction may comply with the requirements by providing the information required by this section through print or electronic media. In addition to providing information through print and electronic media, a jurisdiction may conduct outreach through direct contact with generators through workshops, meetings, or on-site visits.	ZWM	Develop and distribute Countywide mailer to all households and businesses in Marin. Provide standardized annual notice information on the ZWM website for MEMBERS and HAULERS to link to.	Require HAULERS to provide annual notice to all customers and include all annual notice details on their websites via franchise agreement. MEMBERS should also post annual notice information on their websites and through community outreach avenues.	Provide annual notice to all generators at least once annually through newsletters, mailings, billings and website outreach.
18985.2	Edible Food Recovery	(d) Consistent with Section 18981.2, a jurisdiction may comply with the requirements of	ZWM	Develop and maintain list of food recovery agencies and food recovery services on ZWM's edible food recovery webpage	Link to ZW Marin's edible food recovery webpage or develop own webpage to meet requirements	Link to ZW Marin's edible food recovery webpage or develop own webpage to meet requirements
18992.1 (d)	Organic Waste Recycling Capacity Planning	Estimate amount of organics that will be disposed, amount of existing organics processing capacity, and the amount of organics processing capacity needed to process the anticipated amount. If a county identifies insufficient organic waste recycling capacity, each jurisdiction that lacks sufficient capacity is required to submit an implementation schedule to the Department that demonstrates how it will ensure there is enough available capacity to recover the organic waste currently disposed.	ZWM	Will do WCS 2025 in 2 Seasons followed by Organics Capacity Study. 2024 study not conducted. Informal capacity planning submitted for 2024. Conduct analysis again 2029 and 2034.	Respond to ZWM data request for analysis in 2029 and 2034	Respond to ZWM data request for analysis in 2029 and 2034
18992.2 (c)	Edible Food Recovery Capacity Planning	Estimate amount of edible food that will be generated and existing capacity at food recovery organizations. If new or expanded edible food recovery capacity is needed, each jurisdiction that lacks capacity shall submit an implementation schedule to the Department that demonstrates how it will ensure there is enough new or expanded capacity to recover the edible food currently disposed.	ZWM	Update/expand Edible Food Recovery Program. Capacity study completed for 2024. Conduct analysis again in 2029 and 2034	Respond to ZWM data request for analysis in 2029 and 2034	Respond to ZWM data request for analysis in 2029 and 2034
18994.2 (a)	Reporting	Annual compliance reporting.	ZWM	Compile Information from HAULERS, MEMBERS and Special Districts to report to CalRecycle by August 1st. Most information will be in the software provided by ZWM.	Respond to ZW Marin Electronic Annual Report Data request each June 1st for data not in software provided by ZWM.	Respond to ZW Marin Electronic Annual Report Data request each June 1st for data not in software provided by ZWM.
18989.1(a)	Enforceable Ordinance	Require compliance with CalGreen Code Sections 4.410.2, 4.408.1, or 5.408.1.	MEMBER	Provide support for MEMBERS' CalGreen Programs. Solicit Reporting numbers from MEMBERS as part of Electronic Annual Report Process	MEMBERS facilitate CalGreen Construction and Demolition Diversion Programs, track compliant programs and provide data to ZWM for Electronic Annual Report.	Provide Agencies with weight tags and respond to Construction and Demolition questions from Agencies and ZW Marin.

Short Lived Climate Pollutants Reduction Strategy (SB1383) Responsibility Matrix 2024 Updates

Section Reference	Requirement Type	Requirement	Responsible Party	ZW Marin Responsibility	MEMBER Responsibility	
18989.2(a)	Enforceable Ordinance	Require compliance with the Mandatory Water Efficient Landscape (MWELo) Ordinance	MEMBER	Request MWELo information from MMWD annually to be included in Electronic Annual Report to CalRecycle	MEMBERS to identify MWELo projects and work with MMWD to ensure compliance process is working	N/A
18984.11	Waivers	Waive a commercial business' obligation to comply with some or all of the organic waste requirements due to: - De Minimis organic waste (<20 gallon or <10 gallon per week) - Physical Space - Collection Frequency	ZWM	Provide Waiver tracking template for HAULERS and MEMBERS to use. Provide follow up inspection of generator identified as qualifying for waiver as necessary. Approve waivers submitted by HAULERS. This data will be entered into EAR for MEMBERS.	Ensure HAULERS are complying with Waiver process.	Distribute, collect and evaluate waiver applications. Provide recommendations to approve/deny waiver requests to ZWM based on site visits and re-evaluations every 5 years.
18988.3	Self hauling	Keep a copy of requirements for self HAULERS and any documentation required from self HAULERS	MEMBER	Provide outreach materials for MEMBERS/FACILITIES/HAULERS to distribute.	Maintain requirements for self HAULERS and any documentation required from self HAULERS	HAULER to document in reporting database who is self hauling/backhauling.
Recovered Organic Waste Product Procurement						
18993.1 (a) (e)	Recovered Organic Waste Product Procurement	Procure quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target. MEMBERS shall comply with requirement by directly procuring recovered organic waste products or requiring, through written contract, that a direct service provider to the jurisdiction to procure recover organic waste products and provide written documentation. Keep records in MEMBER's implementation record.	ZWM	ZWM shall partner with the MEMBER and facilitate the procurement of all of their required organic waste product procurement target under SB 1383; investigate opportunities for procurement projects by interested MEMBERS; coordinate potential uses of compost resulting from ZWM's current project with PlaceWorks; explore additional ways to help MEMBER procure organic waste products creatively through compost giveaways and community compost hubs.	MEMBERS shall support the use of recovered organic waste products for internal operations; encourage community use of those products, and have HAULER provide qualified compost annually to help meet target via franchise agreement.	Provide Qualified Compost to MEMBERS as directed by franchise agreements
18993.3 (b & c)	Recycled Paper Content Procurement	Procure paper products, including janitorial and printing and writing paper, consistent with the recycled content requirements, and collect written certification on minimum percentage of post-consumer content. Keep records of such purchases for CalRecycle review upon request, in implementation record.	MEMBER	N/A	Buy recycled content paper and janitorial supplies and keep records, labels and receipts in a designated location.	N/A
Edible Food Recovery Program						
18985.2 (a)	Edible Food Recovery	Develop a list of food recovery organizations (MEMBER/County) and food recovery services operating within the jurisdiction and maintain the list on the jurisdiction's website (MEMBER)	ZWM	Develop and maintain list of food recovery agencies and food recovery services on ZWM's edible food recovery webpage.	Link to ZW Marin's edible food recovery webpage	Link to ZW Marin's edible food recovery webpage
18985.1 (a)	Organic Waste Generators & Edible Food Recovery	Provide annual information to organic waste generators and commercial edible food generators on requirements	ZWM	Send direct mailers to generators annually. Provide standardized annual notice information on the ZWM website for MEMBERS and HAULERS to link to.	Include annual notice requirement via franchise agreement	Provide annual notice to all generators at least once annually through newsletters, mailings, billings and website outreach
18991.1	Edible Food Recovery	Implement an edible food recovery program including: educating edible food generators, inspecting tier 1 and 2 generators, increase access to food recovery organizations and food recovery services, monitor commercial edible food generators compliance, enforce violations.	ZWM	Monitor progress with existing edible food recovery program and continue to educate generators. ZWM staff will inspect and monitor compliance. County Department of Environmental Health will manage citations for non-compliance.	N/A	Assist ZWM in distributing information to edible food waste generators regarding requirements for compliance.
Enforcement						
18995.1 (a) (1) (A)	Enforcement-Monitoring	Complete a compliance review of all garbage accounts for commercial businesses that generate two cubic yards or more per week of solid waste (inspect via site visits for non-compliant).	HAULER	Include required HAULER data in the Electronic Annual Report that is not located in software provided by ZWM.	Require HAULERS to conduct annual compliance review via franchise agreement and to use software provided by ZWM.	Perform compliance review and site visits to non compliant accounts and document reviews in designated reporting software provided by ZWM.

Short Lived Climate Pollutants Reduction Strategy (SB1383) Responsibility Matrix 2024 Updates

Section Reference	Requirement Type	Requirement	Responsible Party	ZW Marin Responsibility	MEMBER Responsibility	
18995.1 (a) (2)	Enforcement-Monitoring	Conduct inspection of Tier 1 commercial edible food generators and organizations and Tier 2 on or after January 1, 2024	ZWM or their designee	ZWM will continue to conduct inspections of Tier 1 and Tier 2 generators, send letters to notify non-compliance. Partner with the County Department of Environmental Health to issue enforcement citations to non-compliant generators if necessary.	NA	N/A
18995.1 (a) (3), 18995.3	Enforcement-Complaints	Jurisdiction shall have a procedure to receive complaints and investigate any complaints received. Jurisdiction shall provide a written procedure for receipt of complaints of alleged violations. Anonymous complaints must be allowed. Jurisdiction shall investigate within 90 days of receiving the complaint. Jurisdiction must maintain records of all complaints of violations.	ZWM	ZWM will maintain and monitor online complaint form (anonymous) for MEMBERS to link to and ensure follow up on complaints within 90 days. ZWM will maintain record of complaints and resolutions and report to MEMBERS as requested.	Link to ZWM consolidated anonymous complaint form on website for reporting of non-compliance with SB 1383. Forward complaints to ZWM to investigate, resolve, and track for reports that come in to other complaint portals for the jurisdiction.	Provide current service levels and records for any complaint to MEMBERS and ZWM.
18995.1 (a) (4)	Enforcement-Education	Provide educational material describing the applicable requirements of this chapter in response to violations	ZWM	Providing centralized reporting software to MEMBERS for data entry of O&E activities. Create cobranded materials to be shared with MEMBERS/HAULERS.	Require HAULER to provide outreach to generators that have violations via franchise agreement.	Provide applicable educational outreach to generators that have been identified as having violations.
18995.1 (a) (5)	Enforcement-NOV	Enforce this chapter in response to violations	ZWM	Issue NOV's for non compliance through a staff position, outside contractor or designated MEMBER.	MEMBERS must handle appeals for penalties for non compliance beyond the required compliance date.	Respond to ZWM data request for about potential violations. Notify MEMBER and ZWM of potential violations
18995.1 (a) (6)	Enforcement-Waivers	At least every five years from the date of issuance, verify through inspection that commercial businesses are meeting de minimis and physical space waivers for compliance	HAULER	Providing centralized reporting software to MEMBERS for data entry.	N/A	Provide updated service level lists for generators that have a waiver.
18995.1 (b)	Enforcement-Route Reviews	Conduct a sufficient number of route reviews and inspections of entities described in this section to adequately determine overall compliance with this chapter.	HAULER	Compile MEMBER, and HAULER data and report on number of route reviews conducted in the Electronic Annual Report documented in the software provided by ZWM.	Require HAULER to conduct route reviews through Franchise Agreement Language. Check with HAULER to ensure route reviews are being conducted regularly.	Conduct route reviews on a regular basis to verify compliance. Provide education to non-compliant generators. Notify ZWM and MEMBER of contamination records and keep record of route reviews.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: September 19, 2024

Corte Madera

To: JPA Board of Directors

From: Amy Kolnes, Senior Planner

County of Marin

Re: Annual Report Update

Fairfax

Zero Waste Marin staff have compiled an Annual Report for the 2023/24 Fiscal Year to highlight major accomplishments, program updates, and goals for the next fiscal year. The report contains metrics from the programs run by Zero Waste Marin staff, with the intent to focus on the measurable impact of our programs and any possible improvements that could improve outcomes or magnify impact.

Larkspur

Mill Valley

Some of the major highlights from the 2023/24 FY were hiring new staff, the procurement of finished compost for the first time, expanded SB 1383 outreach efforts, and the continued growth of the edible food recovery program to comply with SB 1383, and a synopsis of notable metrics from the CalRecycle Electronic Annual Report (EAR).

Novato

Ross

The report closes with goals for the 2024/25 FY, which include completing a County-wide waste characterization, implementing a new recordkeeping software system, piloting new household hazardous waste programs, building out the enforcement and inspection process for SB 1383, and more.

San Anselmo

San Rafael

Fiscal Impact

Sausalito

None.

Equity Impact

Tiburon

None.

Recommendation

Receive oral report. Information only.

Attachment

FY 23-24 Annual Report



Zero Waste Marin: Annual Report for FY 23/24



ZERØWASTEMARIN

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Letter from the Executive Director

The past 16 months have been filled with challenges, opportunities, and several successes. I thank everyone on the JPA Board, my supervisors, and my staff for all the support they provide. Having a full staff dedicated to the Zero Waste Marin JPA will allow us to accomplish even more in the years ahead as we continue to navigate regulatory compliance, changing recycling markets, more toxic products entering the waste stream, and rising costs of managing our resources. We were able to accomplish the following in FY 2024:



- Hired two more full-time employees to assist with regulatory compliance.
- Approved a Restated and Amended Staffing Agreement between the County of Marin and the JPA.
- Received two grants from CalRecycle: SB1383 Local Assistance Grant and HD41 Hazardous Waste Grant.
- Approved the FY24/25 budget.
- Completed the first Marine Flare Take Back event in the County.
- Completed the first year of new regulatory obligations for SB1383 on behalf of the Member Agencies.
 - Mailed the first County-wide SB1383 letters to residents, businesses, and edible food generators informing the public of the requirements.
 - Created/updated our educational resources, redesigned our website, and increased our presence in the community through tabling events.
 - Implemented regular meetings with Sustainability and Hauler staff to improve communication, establish compliances processes, and determine roles and responsibilities for implementation and monitoring.
 - Met the Recovered Organic Waste Product Procurement target for 2023 and are set to meet the 2024 target before the end of the year.
 - Completed an Edible Food Capacity Study, purchased cloud-based software for generators to record food recovery efforts, and evaluated ways to improve the edible food recovery program.
 - Began inspections of businesses with a focus on education and training.

The complexities of managing our waste stream are not without challenges; however, continued communication, collaboration and commitment will ensure we meet and exceed our goals. I continue to be inspired, motivated, and challenged to grow in this position by staff, member agencies and their staff, and all the community agencies we partner with. Thank you all so much for your continued support.

Kimberly Scheibly
Executive Director

Zero Waste Marin: Who We Are

The Zero Waste Marin Joint Powers Authority is a governmental agency that represents all 11 cities and towns in Marin and the unincorporated areas of the County of Marin. Our mission is to protect our natural resources by promoting source reduction of waste through reuse, repair, and more mindful purchasing. To make responsible waste sorting 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.

Zero Waste Marin is comprised of the city and town managers of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito and Tiburon and the County of Marin. Zero Waste Marin ensures Marin's compliance with the California Integrated Waste Management Act and its waste reduction mandates, among other State-wide waste laws. The Marin County Department of Public Works, Waste Management Division administers Zero Waste Marin programs and responsibilities.

Zero Waste Marin staff

The Zero Waste Marin team is made up of nine staff members, who each manage different aspects of Zero Waste Marin programs. Zero Waste Marin staff are employed by the County of Marin and have a staffing agreement with the Joint Powers Authority to provide staffing to run Zero Waste Marin Program.

Our team members include:

Kimberly Scheibly
Executive Director

Casey Poldino
Program Manager

Amy Kolnes
Senior Planner

Casey Fritz
Senior Planner

Kathy Rico
Senior Planner

Andy Buck
*Senior Program
Coordinator*

Ruben Hernandez
Senior Program Coordinator

Andrew Shelton
*Waste Management
Specialist*

Meilin Tsao
*Waste Management
Specialist*

Zero Waste Marin Board Members

The Zero Waste Marin Joint Powers Authority Board is made up of the eleven City and Town Managers of Marin's cities and towns and the County Executive for Marin County. There are also alternates for nearly all jurisdictions who attend the Board meetings and are able to vote on behalf of their jurisdiction.

There are also three Committees on the Board: the Executive Committee, the Budget Committee, and the Programs Committee. These committees meet in addition to the full Joint Powers Authority Board.

Our Board members and Alternates include:

Robert Zadnik
City Manager
City of Belvedere

Dan Schwarz
City Manager
City of Larkspur

David Donery
Town Manager
Town of San Anselmo

Antony Boyd
Public Works Director
City of Belvedere (Alt)

Shannon O'Hare
Asst. City Manager
City of Larkspur (Alt)

John Stefanski
Asst City Manager
City of San Rafael

Adam Wolff
Town Manager
Town of Corte Madera

Todd Cusimano
City Manager
City of Mill Valley

Cory Bytof
Sustainability Manager
City of San Rafael (Alt)

Demetre Copeland
Asst. Civil Engineer
Town of Corte Madera (Alt)

Grace Ledwith
*Climate Action &
Sustainability Coordinator*
City of Mill Valley (Alt)

Chris Zapata
City Manager
City of Sausalito

Derek Johnson
County Executive
County of Marin

Jessica Deakyne
Acting City Manager
City of Novato

Catie Thow Garcia
*Resilience &
Sustainability Manager*
City of Sausalito (Alt)

Dan Eilerman
Assistant CAO
County of Marin (Alt)

Gretchen Schubeck
Sustainability Coordinator
City of Novato (Alt)

Greg Chanis
Town Manager
Town of Tiburon

Heather Abrams
Town Manager
Town of Fairfax

Christa Johnson
Town Manager
Town of Ross

David Eshoo
Associate Engineer
Town of Tiburon (Alt)

Loren Umbertis
Director of Public Works
Town of Fairfax (Alt)

Eric Robbe
Senior Building Inspector
Town of Ross (Alt)

Major Program Accomplishments: FY 2023/24

Below is a high-level summary of the major accomplishments from the 2023/24 Fiscal Year (July 1, 2023 – June 30, 2024).



Hired four new staff to work on programs and expand offerings.



Took over management of the Marin HHW Facility.



Signed onto letters of support for proposed, relevant State-wide waste laws.



Procured finished compost for the first time, as required by State law SB 1383.



Built out the County-wide edible food recovery program, and began in-person visits.



Sent an educational letter to all Marin County residents (120,000+ addresses) to educate about SB 1383.

Regulatory Compliance & Reporting

SB 1383 Outreach and Communications Efforts

Zero Waste Marin staff undertook several major outreach efforts related to SB 1383 during the 23/24 Fiscal Year. In August 2023, all covered commercial edible food generators received a letter from Zero Waste Marin to inform them of required surplus edible food donation; details of this letter are included in the “Edible Food Recovery Program” section below. In total, 185 of these letters were mailed. Zero Waste Marin also mailed a letter to all residents in Marin County in December 2023; a letter in English and Spanish, along with a one-pager on how SB 1383 affects residents, were mailed out to 124,885 addresses in Marin County.

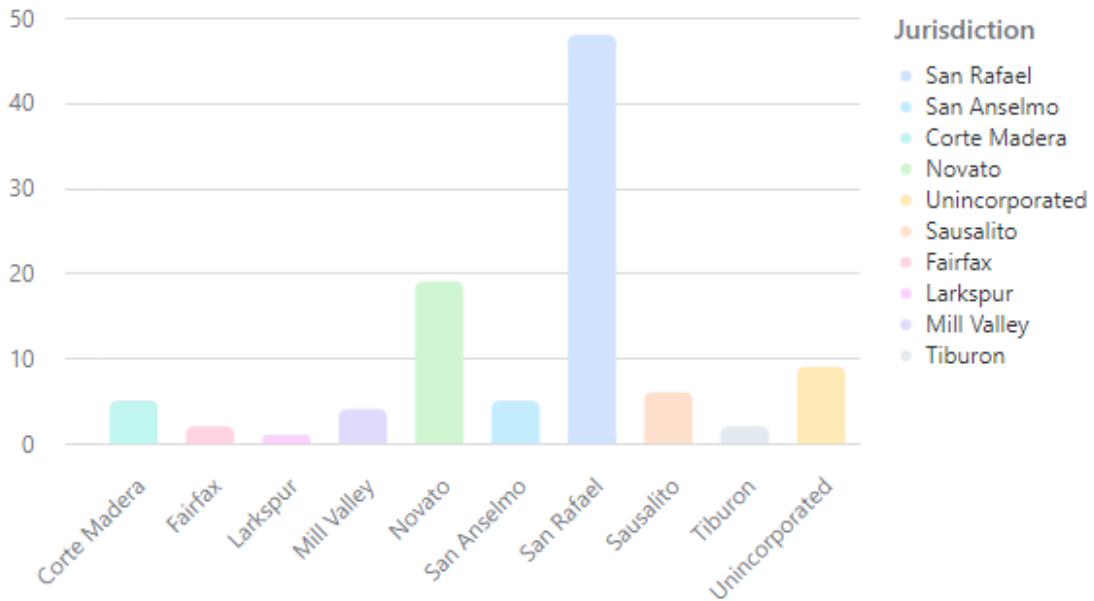
Zero Waste Marin staff also continued outreach efforts via social media, the website, and in-person events. Staff regularly posted on social media channels, including Instagram and Facebook, about relevant social media topics. As part of the website update, the Legislative section of the Zero Waste Marin website was reviewed and updated to ensure all required information is clear and easily accessible. Staff continued to offer trainings and technical assistance to businesses and other sites that requested support or needed additional information about complying with SB 1383.

SB 1383 Edible Food Recovery Program

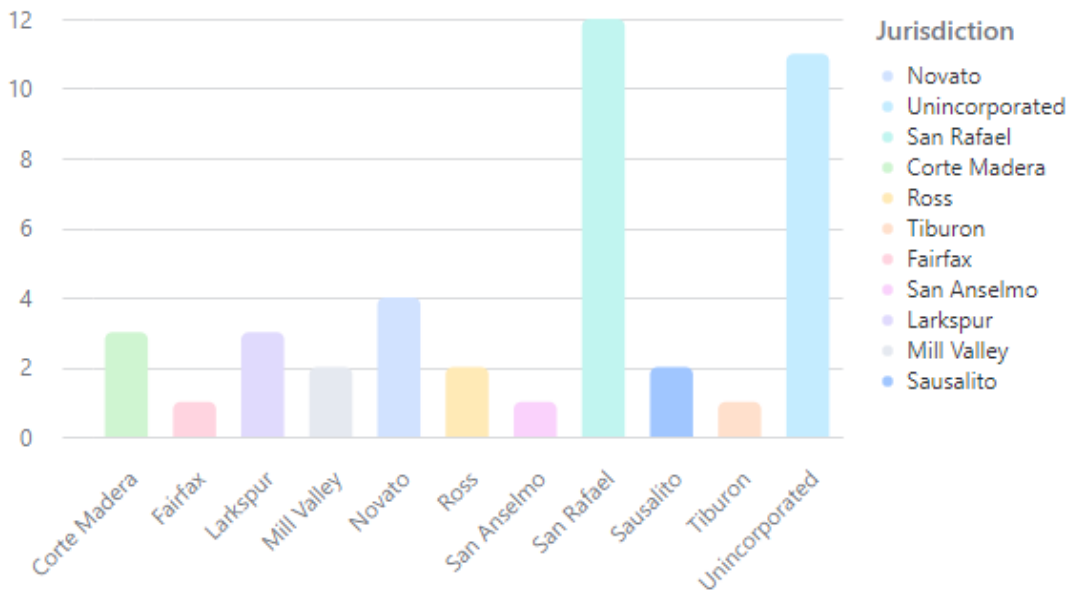
In the 23/24 Fiscal Year, Zero Waste Marin staff built on their previous efforts to compile and maintain a list of all covered commercial Edible Food Generators as required under SB 1383. After compiling this list of covered generators, Zero Waste Marin staff mailed an initial letter to all covered generators in August 2023. The goals of this letter were to notify businesses that they qualified as a commercial Edible Food Generator per CalRecycle’s definitions and that they must donate their surplus edible food.

These letters were successful in soliciting responses from most generators, and Zero Waste Marin staff were able to begin verifying which generators truly belonged on the covered edible food generator list. This database of generators was built in AirTable, a software that allows staff to maintain information about each generator and allows generators to respond to surveys via unique links specific to their site. Below, the two bar charts show the number of generators located in each jurisdiction within Marin County. This graph was created in AirTable using the data managed in the ZWM database.

Count of T1 Generators by Jurisdiction



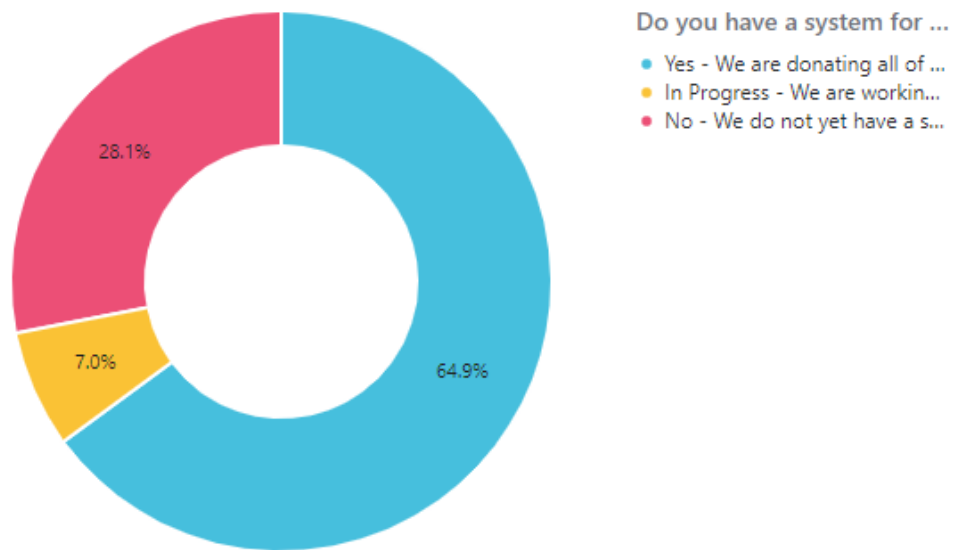
Count of T2 Generators by Jurisdiction



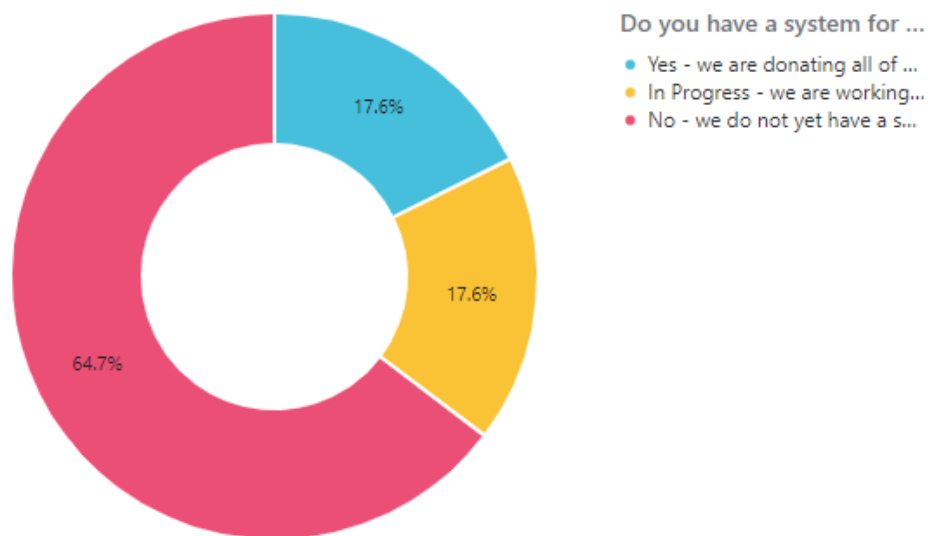
ZWM sent out electronic surveys to all covered edible food generators that had been identified to gather information about the business and how much progress had been made towards complying with the food donation requirements. Below are two pie charts showing answers to the question: “do you have a system for food donation at your

site?”. Of the generators that responded, the majority of Tier 1 generators indicated that they already have a system in place or are in progress creating one. On the other hand, Tier 2 generators predominantly indicated that they do not yet have a food donation system in place. This could be a reflection of the fact that Tier 1 generators have had to be compliant with food donation requirements since January 1, 2022, while Tier 2 generators just passed their compliance deadline on January 1, 2024, and are still getting set up.

Tier 1 Generators: Self-Reporting on Food Donation Status



Tier 2 Generators: Self-Reporting on Food Donation Status



During FY 23/24, ZWM also had a contract with HF&H Consultants to assess and improve the edible food recovery program. This contract was successfully completed in May 2024. The main goals of the contract were to:

- Review and verify the generator list compiled by ZWM staff.
- Review and verify the list of Food Recovery Organizations and Services compiled by ZWM staff.
- Help ZWM staff understand the existing food recovery landscape and capacity in Marin County.
- Complete a capacity assessment as required by CalRecycle, with a report that also includes recommendations, findings, and best practices.

Additionally, in May of 2024 ZWM staff visited 20% of the total generators in Marin County, which amounted to 28 site visits. These visits aimed to educate generators about their responsibilities under SB 1383, ensure they had received our communications, and determine the current status of food recovery at their site. This information will be used to help ZWM staff understand how generators are currently complying with the regulations, and what support would be most helpful to them moving forward.



Required Recovered Organic Waste Procurement (ROWP)

SB 1383 includes a Recovered Organic Waste Products (ROWP) procurement target, as defined by CalRecycle, which requires jurisdictions to procure 0.08 tons of organic waste per resident of the jurisdiction. This procurement target can be met through the procurement of any combination of compost, mulch, biomass electricity, and renewable gas. ZWM decided to comply with this section of the regulation through the procurement of compost. The total ROWP procurement target for all of Marin County is 20,621 tons which is the equivalent of 11,961 tons of compost.

In the fall of 2023, ZWM entered into contract with a Direct Service Provider, Agromin, to fulfill the entirety of the procurement target for 2023. The compost procurement target for 2023 (using the CalRecycle-approved tiered scale of 30% of target) was a total of

3,588 tons. This tonnage was purchased in the Central Valley and applied to agricultural lands in the Central Valley. This was a great benefit to farmers who produce much of our country's food. We also worked with West Marin Compost (WMC) to secure 790 cubic yards of compost for local farmers in Marin.

For 2024, we have procured 200 cubic yards of compost from WMC for application on local West Marin agricultural lands, to date. We have also contracted with Agromin for the procurement of the majority of our compost target. The target for 2024 is 7,774 tons at the CalRecycle-approved tiered scale of 65% of full target. We will also work on a contract with WMC to further provide local compost to our local agricultural community. We will be hosting a compost giveaway day during Zero Waste Week in October 2024.

ZWM is also currently working with the following entities to create and grow a beneficial partnership that serves our counties needs for compost:

- Marin County Parks
- Marin Carbon Project
- Marin Agriculture & Land Trust
- Marin Resource Conservation District
- Parks Measure A Grantees
- Local community and school gardens
- UCCE Extension

Jurisdiction Spotlight: County Buildings SB 1383 Compliance Program

In December 2023, the County of Marin Waste Management team hired a dedicated Senior Program Coordinator to create and manage the Marin County buildings SB 1383 Compliance Program. This role is responsible for deploying the infrastructure and developing the programs needed at all County buildings to comply with California State Law SB 1383, the Short-Lived Climate Pollutants Act. This law requires everyone in California to separate their organic material (such as food scraps, soiled paper and plant trimmings) to prevent it from going to landfills.

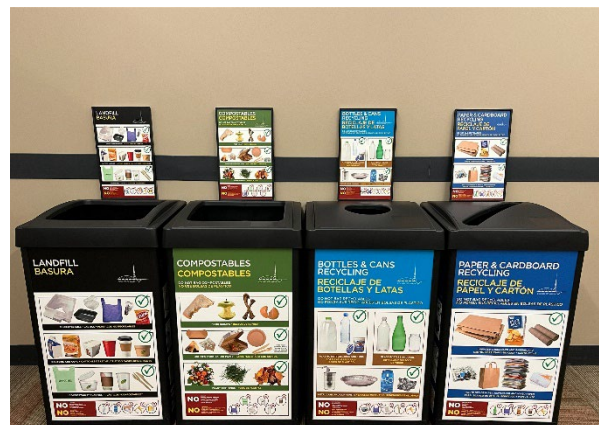


Image of new, SB 1383-compliant waste sorting stations.

One of the main requirements of the SB 1383 regulations is to have containers for organic material and recyclables in all areas where disposal containers are provided, and all waste containers must conform to the proper color and labeling requirements.

The County of Marin currently has 61 properties needing the proper infrastructure to comply with all SB 1383 requirements. The Marin Civic Center and the Marin Center complex were selected as the first County campuses to deploy the new sorting stations and implement the programs needed to comply with the law.

After conducting a comprehensive needs assessment at the Civic Center and the Marin Center, the Senior Program Coordinator managing this project determined that 65 new sorting stations are needed in 103 offices throughout the Civic Center, and 51 sorting stations are needed for the Exhibit Hall, the Showcase Theater, and the Marin Veterans Memorial Auditorium at the Marin Center complex.



Images of new, SB 1383-compliant waste sorting stations.

The roll-out of the new sorting stations will be gradual, starting with the Marin Center complex in time for the Marin County Fair in early July 2024. Next up will be the Administrative building, the Hall of Justice, and the Court Floor at the Civic Center campus. The goal of this project is not only to achieve 100% compliance with SB 1383 at the Marin Civic Center and the Marin Center, but additionally to transform those two campuses into compliance models for the rest of the County and the entire region.

CalRecycle Electronic Report (EAR)

Each year staff submit a required Electronic Annual Report (EAR) to CalRecycle on behalf of all Zero Waste Marin Member Agencies; this Report provides the State with an overview of various metrics associated with waste disposal and recovery.

This year's reporting represents the second full year of reporting since SB 1383 regulations went into effect on January 1, 2022. As per the SB 1383 Letter of Agreement dated April 20, 2023, Zero Waste Marin staff provided additional assistance to the cities and towns (Belvedere, County of Marin, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon) with completing these reporting requirements.

Reporting categories covered included:

- Procurement
- Edible Food Recovery
- Collection Systems
- Education and Outreach
- MWELo, C&D and CalGreen
- Enforceable Mechanisms and Ordinances
- Enforcement & Monitoring

- Planning Documentation

In addition, four haulers – Bay Cities Refuse, Marin Sanitary Service, Mill Valley Refuse and Recology – provided additional information associated with their Commercial and Residential programs.

As there are now two years of SB 1383 reporting, staff has been able to establish a baseline of data which will be used as a benchmark to continue our process improvement efforts through measurable data. Staff has included key metrics from these reports as represented in the tables below.

Tables 1 and 2 represent an overview by jurisdiction for 2022 and 2023 of the number of commercial businesses that were included in a compliance review and those business not recycling organics.

Table 1 (2022)

SLCP (SLCP)			
Jurisdiction Name	Low Population Waiver	Number of commercial businesses (includes multifamily) included in a compliance review	Number of commercial businesses (includes multifamily) included in a compliance review NOT Recycling organics
Belvedere	<input type="checkbox"/>	20	0
Corte Madera	<input type="checkbox"/>	163	0
Fairfax	<input type="checkbox"/>	75	0
Larkspur	<input type="checkbox"/>	246	69
Marin-Unincorporated	<input type="checkbox"/>	305	4
Mill Valley	<input type="checkbox"/>	330	0
Novato	<input type="checkbox"/>	0	0
Ross	<input type="checkbox"/>	13	3
San Anselmo	<input type="checkbox"/>	136	18
San Rafael	<input type="checkbox"/>	1,106	230
Sausalito	<input type="checkbox"/>	169	0
Tiburon	<input type="checkbox"/>	129	0

Table 2 (2023)

SLCP (SLCP)			
Jurisdiction Name	Low Population Waiver	Number of commercial businesses (includes multifamily) included in a compliance review	Number of commercial businesses (includes multifamily) included in a compliance review NOT Recycling organics
Belvedere	<input type="checkbox"/>	20	0
Corte Madera	<input type="checkbox"/>	163	0
Fairfax	<input type="checkbox"/>	77	0
Larkspur	<input type="checkbox"/>	245	37
Marin-Unincorporated	<input type="checkbox"/>	549	1
Mill Valley	<input type="checkbox"/>	335	0
Novato	<input type="checkbox"/>	971	7
Ross	<input type="checkbox"/>	13	2
San Anselmo	<input type="checkbox"/>	137	3
San Rafael	<input type="checkbox"/>	1,115	75
Sausalito	<input type="checkbox"/>	159	0
Tiburon	<input type="checkbox"/>	128	0

Tables 3 and 4 include additional details regarding education and outreach metrics.

When comparing this year-over-year data, there was an increase in our education and outreach figures. This is due to a combination of continued outreach and education efforts coupled with the inclusion of Novato data, which was previously reported under a separate report for the 2022 annual report.

Table 3 (2022)

What type of education and outreach were provided to all generators, including organic waste generators, and how many generators received each type of education and outreach? (Includes education and outreach for SLCP, MORE, MCR, and SRRE/HHWE) Select all that apply.								
Jurisdiction Name	Print	Number of generators that received SLCP material	Electronic	Number of generators that received SLCP material	Direct contact	Number of generators that received SLCP material	Other	Number of generators that received SLCP material
Belvedere	<input checked="" type="checkbox"/>	1,700	<input checked="" type="checkbox"/>	850	<input checked="" type="checkbox"/>	21	<input type="checkbox"/>	
Corte Madera	<input checked="" type="checkbox"/>	9,331	<input checked="" type="checkbox"/>	22,767	<input checked="" type="checkbox"/>	176	<input checked="" type="checkbox"/>	8,156
Fairfax	<input checked="" type="checkbox"/>	2,516	<input checked="" type="checkbox"/>	1,561	<input checked="" type="checkbox"/>	169	<input checked="" type="checkbox"/>	0
Larkspur	<input checked="" type="checkbox"/>	1,143	<input checked="" type="checkbox"/>	112	<input checked="" type="checkbox"/>	603	<input checked="" type="checkbox"/>	0
Marin-Unincorporated	<input checked="" type="checkbox"/>	57,924	<input checked="" type="checkbox"/>	5,317	<input checked="" type="checkbox"/>	655	<input checked="" type="checkbox"/>	3,000
Mill Valley	<input checked="" type="checkbox"/>	4,844	<input checked="" type="checkbox"/>	3,882	<input checked="" type="checkbox"/>	262	<input checked="" type="checkbox"/>	0
Novato	<input checked="" type="checkbox"/>	0	<input checked="" type="checkbox"/>	0	<input checked="" type="checkbox"/>	0	<input checked="" type="checkbox"/>	0
Ross	<input checked="" type="checkbox"/>	795	<input checked="" type="checkbox"/>	33	<input checked="" type="checkbox"/>	52	<input checked="" type="checkbox"/>	0
San Anselmo	<input checked="" type="checkbox"/>	12,785	<input checked="" type="checkbox"/>	5,779	<input checked="" type="checkbox"/>	324	<input checked="" type="checkbox"/>	0
San Rafael	<input checked="" type="checkbox"/>	31,092	<input checked="" type="checkbox"/>	10,776	<input checked="" type="checkbox"/>	2,832	<input checked="" type="checkbox"/>	10,000
Sausalito	<input checked="" type="checkbox"/>	7,393	<input checked="" type="checkbox"/>	262	<input checked="" type="checkbox"/>	51	<input checked="" type="checkbox"/>	0
Tiburon	<input checked="" type="checkbox"/>	4,755	<input checked="" type="checkbox"/>	4,199	<input checked="" type="checkbox"/>	124	<input checked="" type="checkbox"/>	39

Table 4 (2023)

What type of education and outreach were provided to all generators, including organic waste generators, and how many generators received each type of education and outreach? (Includes education and outreach for SLCP, MORE, MCR, and SRRE/HHWE) Select all that apply.								
Jurisdiction Name	Print	Number of generators that received SLCP material	Electronic	Number of generators that received SLCP material	Direct contact	Number of generators that received SLCP material	Other	Number of generators that received SLCP material
Belvedere	<input checked="" type="checkbox"/>	891	<input checked="" type="checkbox"/>	891	<input checked="" type="checkbox"/>	42	<input checked="" type="checkbox"/>	0
Corte Madera	<input checked="" type="checkbox"/>	935	<input checked="" type="checkbox"/>	17,573	<input checked="" type="checkbox"/>	118	<input checked="" type="checkbox"/>	0
Fairfax	<input checked="" type="checkbox"/>	2,715	<input checked="" type="checkbox"/>	2,429	<input checked="" type="checkbox"/>	88	<input checked="" type="checkbox"/>	0
Larkspur	<input checked="" type="checkbox"/>	2,899	<input checked="" type="checkbox"/>	1,005	<input checked="" type="checkbox"/>	124	<input checked="" type="checkbox"/>	64
Marin-Unincorporated	<input checked="" type="checkbox"/>	189,821	<input checked="" type="checkbox"/>	992,236	<input checked="" type="checkbox"/>	6,212	<input checked="" type="checkbox"/>	0
Mill Valley	<input checked="" type="checkbox"/>	4,871	<input checked="" type="checkbox"/>	21,729	<input checked="" type="checkbox"/>	189	<input checked="" type="checkbox"/>	15
Novato	<input checked="" type="checkbox"/>	18,160	<input checked="" type="checkbox"/>	20,660	<input checked="" type="checkbox"/>	485	<input checked="" type="checkbox"/>	0
Ross	<input checked="" type="checkbox"/>	804	<input checked="" type="checkbox"/>	224	<input checked="" type="checkbox"/>	9	<input checked="" type="checkbox"/>	0
San Anselmo	<input checked="" type="checkbox"/>	4,479	<input checked="" type="checkbox"/>	6,735	<input checked="" type="checkbox"/>	80	<input checked="" type="checkbox"/>	0
San Rafael	<input checked="" type="checkbox"/>	14,125	<input checked="" type="checkbox"/>	3,997	<input checked="" type="checkbox"/>	2,211	<input checked="" type="checkbox"/>	741
Sausalito	<input checked="" type="checkbox"/>	14,938	<input checked="" type="checkbox"/>	1,017	<input checked="" type="checkbox"/>	110	<input checked="" type="checkbox"/>	4
Tiburon	<input checked="" type="checkbox"/>	2,965	<input checked="" type="checkbox"/>	3,115	<input checked="" type="checkbox"/>	197	<input checked="" type="checkbox"/>	15

Annual Audit

As outlined in the governing by-laws of the Marin County Hazardous and Solid Waste Management Authority agreement, Zero Waste Marin is subject to annual audit of all financial statements, to ensure accuracy and transparency of records.

For the FY 23-24 audit, Zero Waste Marin implemented various process improvement strategies for future reporting. This included but was not limited to; process optimization, incorporating both project and program management tools and identifying and correcting control deficiencies.

For a complete list of the findings of the FY 23-24 audit, please refer to the May 16, 2024 Agenda Packet on the Zero Waste Marin website.

Compliance Software

In 2022, Zero Waste Marin entered a multi-year contract with Recyclist software. This platform provides government agencies a centralized repository for recordkeeping of various California solid waste regulatory documentation, including SB 1383.

With the contract nearing the end of term, Zero Waste Marin took the opportunity to complete an Information for Bid (IFB) to evaluate additional products now available in this niche market.

After extensive evaluation of four potential vendors, it was determined to move forward and award Smart1383 with the contract as it offers a fully integrated platform that is robust, yet user-friendly.

Staff are currently in the planning phase of the rollout and is expected to complete execution of the program in FY 24/25. This rollout will include training and resource documentation for all cities, towns and haulers. In addition, ongoing customer support will be provided by both Staff and Smart1383.

Programs Overview

Zero Waste Schools Program

The Zero Waste Schools Program (ZWSP) began working with Marin County schools in 2015 with the intent to help school sites begin or improve recycling and composting programs. To date, the ZWSP has worked with 39 school sites and continues to grow. The focus of the program is to help schools become compliant with mandatory state-wide waste laws, reduce the amount of waste they send to landfill, and empower students to make a change at their school and in their community.

During the 2023-24 Fiscal Year, the Schools program focused on growing and improving existing resources and support offerings. Zero Waste Marin staff coordinated with Schools Program consultant Strategic Energy Innovations (SEI) to create a middle-school level curriculum to help educate the older students enrolled in the Schools

Program. The curriculum guides students through a waste audit, Life Cycle Analysis project, and asks students to consider what happens to our “stuff” after it is thrown away. ZWM staff also created a middle-school level Certification checklist, which is better suited for evaluating a middle school campus. The Schools Program now has an Elementary Certification Checklist and a Middle School Certification Checklist.

The Certification aspect of the Schools Program aims to recognize the efforts of schools to reduce their landfill waste and improve recycling and composting on campus. There are four Certification tiers: bronze, silver, gold, and platinum. During the 23/24 Fiscal Year, 23 out of our 39 school sites were certified (59%). The following Certification levels were achieved:



The Schools Program offered feedback and encouragement to all school sites and will help set goals and provide ongoing support for all school sites regardless of Certification status.

Household Hazardous Waste (HHW) Program

During the 23/24 Fiscal Year, Zero Waste Marin hired a dedicated Senior Planner to manage the Household Hazardous Waste (HHW) Program. This role is responsible for the HHW facility contract, grant management, program development and management, regulatory compliance and reporting, outreach and education, and community engagement focused on household hazardous waste. It was especially important for Zero Waste Marin to bring on a staff person for this role due to a shift in the management of the facility: on July 1, 2023, Zero Waste Marin became the full manager of the Marin Household Hazardous Facility, taking over from the San Rafael Fire Department. It is still operated at the Jacoby Street location, but Zero Waste Marin is now in charge of managing the facility.

One of the notable accomplishments of the HHW program this year included ZWM's very first event specially hosted to collect marine flares, held at Clipper Yacht Harbor in

Sausalito on September 17th, 2023. These flares are not able to be disposed of through normal disposal and must be specially handled. ZWM contracted with Clean Harbors to collect and dispose of the marine flares from the event; approximately 1,170 units of marine flares were safely collected during the event.

ZWM also hosted two “Toxic Away Day” events during the 23/24 Fiscal Year. These events are hosted in order to offer easier access to safe, responsible disposal of HHW to residents of West Marin, who are further from the San Rafael HHW facility. The first event was held in Bolinas on February 17th, 2024, and a subsequent event was held in Point Reyes on May 25th, 2024; both days had 40-60 cars visit to drop off waste. The total amount of waste collected at both events was 12,920 pounds (6.5 Tons).

Our relationships with vendors and partners are a cornerstone of our HHW program. We're pleased to share that these relationships remain strong and positive. Our vendors, who assist with the collection of household batteries, bulbs, and electronic waste, and our partners, who support us with outreach and regulatory compliance, are instrumental to the success of our program. We value their continued support and collaboration.



Photos from the Toxic Away Day event in Point Reyes on May 25, 2024.

Construction & Demolition Program

In December 2023, Zero Waste Marin brought on staff member as a dedicated Construction & Demolition (C&D) Senior Program Coordinator. Prior to this, the Zero Waste Marin team was operating without a staff person dedicated to C&D, so adding a

staff person this Fiscal Year allowed ZWM to focus on building out the C&D program and identifying opportunities for improvement.

Zero Waste Marin staff also updated the Construction and Demolition Waste Management form within the last couple years, but not all of the jurisdictions had this version and were still using an old form. During FY 23/24, staff visited or contacted each building department to ensure they had the up-to-date copy so contractors and project managers had what they needed to be compliant with state and local regulations. Staff plan to supplement this form with helpful resources in the FY 24/25, such as an updated facility map and a document specifically focused on sustainability, diverting as many recyclable resources from the landfill as possible, deconstruction, and reusing quality building materials.

Finally, ZWM staff worked on standardizing third-party certification of processing facilities to ensure that they are following best practices and diverting as much material from the landfill as possible. In spring of 2024, ZWM sent out letters to three local facilities requesting confirmation of third-party certification within six months. This effort is a reflection of higher standards for facilities that accept mixed loads of inert materials from contractors and self-haulers due to CalGreen and SB 1383 regulations. Ensuring third-party certification of facilities will ensure that contractors and project owners can confidently and conveniently drop off their mixed C&D materials and still achieve the necessary 65% diversion metric for their project(s).

Outreach Efforts & Community Events

Community Event Attendance

With a full team of nine staff on board, Zero Waste Marin was able to attend more community events during this Fiscal Year. Zero Waste Marin staff attended a total of 36 community events across the County. These events ranged from large public events like the Earth Day Marin event in Mill Valley, to smaller tabling events at community groups or businesses such as Guide Dogs for the Blind or BioMarin.



Zero Waste Marin staff also implemented a “Reusables Pledge” when attending events. Any community member that would like to take home a reusable item such as a ZWM thermos, bag, or compost pail must first fill out the “Reusables Pledge” with how they plan to use the reusable ZWM item to replace single-use items in their lives. This Pledge is intended to help people be mindful about how to use ZWM giveaway items, and to help them commit to reducing single-use items, which is the ultimate purpose for the ZWM giveaways. In the first six months of 2024, 438 people signed the Pledge.

Grocery Store Tabling

One of the new methods of outreach that Zero Waste Marin staff trialed this Fiscal Year was tabling in front of grocery stores. Zero Waste Marin staff visited 31 grocery stores in 9 jurisdictions across the County during the 23/24 Fiscal Year. Staff gave away reusable produce bags and grocery bags to customers entering the store and discussed the importance of reducing and refusing single-use plastic bags when grocery shopping. Customers were also offered a flyer reminding them of the benefits of bringing reusable bags on one side, with food waste reduction tips on the second side.

Staff had positive interactions with shoppers and reminded them of tips to reduce waste at the point of behavior (right before entering the grocery store). Zero Waste Marin is excited to continue this direct outreach to have more discussions with community members and will adjust the flyer to have different relevant tips.



Zero Waste Marin staff member Andrew tabling outside of Good Earth in Fairfax.

Launch of New Zero Waste Marin Website

As part of our continuous process improvement efforts, the Zero Waste Marin staff completed a website redesign of the zerowastemarin.org website. This required reviewing and updating all content, reconfiguring the website navigation to make information more accessible, a redesign of page layouts, and streamlining the total number of pages to create a more robust user interface (UI) and an improved user experience (UX).

Zero Waste Marin staff worked with two contractors during this process: a website developer and a graphic designer. The website developer helped Zero Waste Marin to evaluate and improve web security and user experience, while the graphic designer

helped Zero Waste Marin staff make the website look and feel more modern, updated, and visually appealing. After a 4-month process, the new zerowastemarin.org website was launched.

Social Media

In the beginning of August 2023, Zero Waste Marin launched its first-ever Instagram account (@zerowastemarin). As of the end of the Fiscal Year on June 30, the Zero Waste Marin Instagram had 351 followers. The top locations for followers were San Rafael (10.5%) and Novato (7.9%). The age ranges of followers vary, but the top categories of followers are 35-44 years old (27.3%) and 25-34 years old (23%). 77.8% of followers identify as women, while 22.1% identify as men. Launching this Instagram account has allowed Zero Waste Marin to reach a wider audience and get more messages about zero waste out to the community.

Spring Campaign: Eat It ALL Up!

The theme for this year's call-to-action campaign was preventing food waste: "Eat It ALL Up". This message was chosen because 30 – 40% of the food we produce globally is never eaten by anyone. This translates into wasting the energy, water, resources, and emissions that went into producing that food. Wasting food at the household level also means wasting money: the average American family of four wastes \$1600 per year on wasted food. Households are responsible for 37% of our wasted food, which made them the best target for our call-to-action campaign. Campaign graphics were meant to be eye-catching and suggest creative ways to use up ingredients.



QR codes for the campaign directed people to the [Food Waste Prevention webpage](#) on the Zero Waste Marin website. Visitors to that webpage are greeted with tips to reduce

food waste, such as shopping with a list, making a plan for leftovers, and understanding food date labeling.

A table summarizing the results of the campaign tactics is included below.

Results Summary by Channel

Channel	Description	Notes/Observations
Website Landing Page	Theme: Food Waste Prevention	Featuring the video and basic tips
Video PSA	Loaded to website and promoted via ZWM YouTube channel	57,220 views
Lamar bus ads	14 bus ads for 8 weeks, April 15 – June 9	Good community visibility
Marin IJ print ads	Sunday ads ran for 4 weeks starting May 5	Circulation ~14,000 per Sunday issue plus 17,000 readers of e-issue
Marin IJ digital ads	5 ad sizes ran May 5 – 31, 2024	301,033 impressions, 226 clicks
Marin IJ eblast	1 st version sent May 15, second version sent June 8 to those who opened first version.	May 14: 12,589 views, 1,687 clicks; May 23: 2,445 views, 326 clicks
Marin Magazine (print ad)	Set of ads in June issue	30,000 copies distributed; readership estimate of 90,000
EffectTV	Streaming on various channels, April 29 – May 26, 2024	180,000 impressions, 172,000 completed views
Facebook	1 boosted post	Reach: 2,545
Google Display Ads	Image and animated GIF versions, various sizes	44,114 impressions, 1,333 clicks

RFP for Marketing & Communications Consultant

In April 2024, Zero Waste Marin staff released a Request for Proposals (RFP) for Marketing & Communications Consulting Support. The RFP requested support from a consultant for drafting community-wide outreach and messaging intended to reach diverse audiences across the County.

ZWM received six applications for the requested consulting support and will work with the winning contractor Most Likely To, a Bay Area-based marketing firm focused on sustainability, for the next Fiscal Year 2024/25.

Looking Ahead: Goals for FY 24/25

Zero Waste Marin experienced significant growth in staffing and capability in FY 23/24. We look forward to building on this momentum in the next Fiscal Year by continuing current efforts, looking for new and innovative opportunities to reduce waste, and

improving our support offerings for our communities. We look forward to adding more programs to our arsenal for FY24/25 that are partially funded through grants and unspent revenue from FY 23/24. While SB1383 will continue to be a big priority, we are also committed to evaluating current disposal practices on a County-wide level, advocating for legislation that works to remove toxic materials and products from our waste stream, and developing programs that will foster responsible purchasing and disposal practices.

Major goals for FY 24/25 include:

- ✓ Complete a County-wide Waste Characterization Study to determine how much waste going to landfill could have been recycled or composted.
- ✓ Implement a new recordkeeping software system, SMART1383, for County-wide, centralized compliance documentation for SB1383.
- ✓ Create resources for self-haulers, building counters, and facilities to ensure construction & demolition materials stay out of the landfill.
- ✓ Pilot household hazardous waste (HHW) programs to recycle solar panels and keep vape pens and cartridges out of landfills.
- ✓ Complete business inspections and begin enforcement of SB1383 in partnership with other County departments.
- ✓ Explore new market development opportunities for materials with the help of the Local Task Force.
- ✓ Continue to focus on performance metrics to evaluate our workplan goals, accomplishments, and adherence to the budget.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: September 19, 2024

Corte Madera

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

County of Marin

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

Fairfax

Larkspur

Mill Valley

Novato

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

During the May 16, 2024, JPA Board meeting the Executive Director requested a three-month extension to the agreement between the JPA and MRRRA (Attachment 1). The Board felt a 6-month extension was more realistic and would give staff more time to work with MRRRA staff, County Counsel, and Larry Sweetser & Associates to research best practices and to ensure contract specifications and appropriate regulations are being upheld. We discovered that the Operations Plan, a document required when there is a change in permit holder, was not updated. This is a very detailed document that details safe, efficient and cost-effective management of the Household Hazardous Waste Facility. Counsel has recommended this be updated and reviewed with MRRRA prior to completing the revised agreement. Due to the complexity of this document and the agreement, we are requesting a final extension through the end of the fiscal year. In meetings with MRRRA, they have expressed concerns regarding the impact of a new agreement on the budget. Since the Facility budget has been approved for FY25, this new timeline will provide adequate time to complete the Operations Plan and negotiate and implement a new agreement. The only suggested change to the first amendment is the date (Attachment 1).

Recommendation

Delegate authority to the JPA Board Chair to sign the Second Amendment to the Hazardous Waste Collection Agreement which extends the agreement the JPA and MRRRA until June 30, 2025.

Attachment

1. Executed First Amendment to the Hazardous Waste Collection Agreement
2. Second Amendment to the Hazardous Waste Collection Agreement with Redline.

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

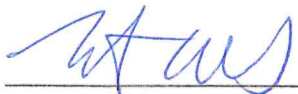
A. The term of this Agreement shall commence on July 1, 2023, and shall continue to June 30, 2024, unless terminated earlier as provided in Section 11, Subparagraph G hereafter. This Agreement will not automatically renew but may be renewed by mutual agreement of both parties.

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.

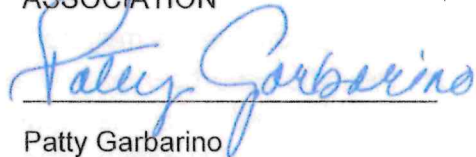
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

MARIN COUNTY HAZARDOUS AND
SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY



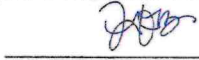
Heather Abrams
JPA Board Chair

MARIN RECYCLING &
RESOURCE RECOVERY
ASSOCIATION



Patty Garbarino
President

APPROVED AS TO FORM:



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

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.

(i) 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

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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



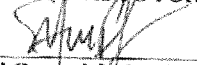
JOSEPH J. GARBARINO,
Chairman of the Board

ATTEST:

APPROVED AS TO FORM:



ESTHER C. BEIRNE, City Clerk



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 "E"

COMPENSATION PROCEDURES

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

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).

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

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

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

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

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 18th 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

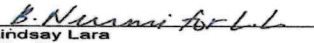
MARIN RECYCLING & RESOURCE RECOVERY ASSOCIATION


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. Gallego
City Attorney

~~FIRST~~ SECOND AMENDMENT TO
HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This ~~First~~ Second Amendment to the Hazardous Waste Collection Agreement (~~First~~ Second 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, on _____, 2024 the parties entered into a First Amendment to the Agreement to extend the term of the agreement to December 31, 2024;~~

~~WHEREAS, the Agreement is set to terminate on June 30, 2024;~~

WHEREAS, the parties are continuing to working work 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~~ First Amendment.

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~~ December 31, 2024 to June 30, 2025.
2. EXCEPT as expressly modified by this ~~First~~ Second 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~~ Second 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

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

Belvedere

Date: September 19, 2024

Corte Madera

To: JPA Executive Committee

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Tonnage Reporting Ordinance

Fairfax

Governor Brown signed AB 901 into law in 2019 which changed how organics, recyclable material, and solid waste are reported to CalRecycle. This Recycling and Disposal Facility Reporting System (RDRS) law requires specific facilities, including disposal, recycling and compost facilities, transfer and processor facilities and contract haulers, to report directly to CalRecycle. On a quarterly basis these entities are required to report data on types, quantities, and destinations of materials that are disposed of, sold, or transferred inside or outside of the state.

Larkspur

Mill Valley

Novato

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

Because the entities are no longer required by the state to report directly to the Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) or County, it is imperative to ensure that certain data reported by the local municipal solid waste (MSW) handling entities continue to be reported to the JPA in a timely manner. The original ordinance required collectors, processors (transfer stations), and disposal facilities to report the information required on an annual basis in each calendar year no later than March 1 of the following year. ZWM staff have determined that this reporting frequency is not adequate and is recommending returning to quarterly reporting and have amended Section 5 (b) Reporting to reflect a quarterly reporting schedule .

The entities will report the same data that is supplied to the State to ZWM allowing staff to analyze disposal changes in a timely manner. This will also ensure data is supplied in time for the annual budget process specified in the 1996 JPA Agreement which provides the methodology by which the JPA Revenue Requirement is "parceled out" in an equitable manner, based on waste generation, to each of the waste haulers, landfill, and transfer station in Marin County. The Executive Committee reviewed the changes suggested and approved the revised ordinance as written. (Attachment 1).

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

RECOMMENDATION

Adopt a Motion to approve the revised ordinance to increase frequency of reporting to align with CalRecycle reporting periods.

ATTACHMENTS

1. Redlined version of ordinance 2021-01 AB 901 Reporting Requirements.

FISCAL IMPACT

This would not fiscally impact our facilities or the JPA. The facilities generate this data for the RDRS report each quarter.

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.

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**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: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

ORDINANCE NO. 2021-01 – Regarding AB 901 Reporting

SECTION 1
(Enactment)

The Board of the Marin County Hazardous & Solid Waste Management Joint Powers Authority (JPA) does hereby enact this Ordinance in full consisting of Section 1 through Section 7.

SECTION 2
(Findings)

- (a) The JPA finds that Public Resources Code (PRC) Section 40976 authorizes a city or county to enter into a memorandum of understanding with another agency formed under a joint exercise of powers agreement to manage solid waste for the purpose of preparing and implementing source reduction and recycling elements, household hazardous waste elements or a countywide integrated waste management plan. Further, Public Resources Code Section 41901 authorizes a city or county to impose fees in amounts sufficient to pay the costs of preparing, adopting and implementing a Countywide Integrated Waste Management Plan (CoIWMP). The CoIWMP document is the Countywide plan to achieve 25% and 50% diversion rates and to maintain diversion rates in accordance with the Act. The activities contained within the CoIWMP are considered updated each year within the annual budget process and the Electronic Annual Report submitted to CalRecycle.
- (b) The JPA finds that the Joint Exercise of Powers Agreement for Waste Management delegates to the JPA the member agencies' powers to impose said fees.
- (c) The JPA finds that it has adopted a budget each fiscal year that defines the revenue sources and expenditures necessary to prepare, adopt and implement the policies and programs contained within the Marin County CoIWMP and updated through the annual budget and Electronic Annual Report to CalRecycle.
- (d) The JPA finds that it is funded through a lump sum fee assessment on solid waste haulers, transfer stations and the landfill located in Marin County, based on the number of tons handled by each. The JPA finds that these fees are necessary to maintain programs to achieve and maintain proper disposal of Household Hazardous Waste and diversion goals mandated by the state and adopted by the JPA, including the costs to implement the programs and policies contained within the CoIWMP and updated through the annual budget process and Electronic Annual Report.
- (e) The JPA finds that accurate records regarding the tons of Solid Waste originating in Unincorporated Marin County and Cities and Towns or deposited at a solid waste facility or in Marin County's Landfill are essential to all the jurisdictions within Marin County for the purpose of monitoring and calculating compliance with state law, the Act, and the goals, policies and programs adopted by the JPA.

- (f) The JPA finds that accurate records regarding the weight of Solid Wastes deposited in the solid waste facilities in Marin County are essential to the effective collection of the lump sum fees levied by the JPA.
- (g) The JPA finds that PRC Section 41821.5 (a) grants counties the ability to request disposal information by jurisdiction of origin and PRC Section 41821.5 (g) grants government entities the right to obtain information necessary to collect its fees, including information on type, quantity and origin of waste.
- (h) The JPA finds that it has the power to enact this Ordinance pursuant to the 1996 Revised Hazardous and Solid Waste Joint Powers Agreement County of Marin.
- (i) The JPA finds that enactment of this Ordinance is not a "project" subject to the requirements of the California Environmental Quality Act, California Code of Regulations, title 21, section 15378(b)(4); further, even if it were a "project," it would be categorically exempt from the California Environmental Quality Act pursuant to California Code of Regulations, title 21, sections 15306 and 15308.

SECTION 3
(DEFINITIONS)

- A. **"Act"** shall mean the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), Public Resources Code § 40000 and following as it may be amended (including but not limited to AB 341, AB 1826, AB 2176, AB 1594, SB 1016 and SB 1383), and as implemented by the regulations of CalRecycle.
- B. **"Agencies"** shall mean the County, Cities and Towns.
- C. **"JPA"** shall mean the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- D. **"JPA Fee"** shall mean the fee paid to the JPA by collectors, processors (transfer stations), and disposal facilities for Solid Waste originating in or passing through Unincorporated Marin County and Cities and Towns or deposited in Marin County's Landfill.
- E. **"Board"** shall mean the governing body of the County of Marin Hazardous and Solid Waste Joint Powers Authority, or its designee, who may be the Executive Director and/or their designee.
- F. **"County"** shall mean the County of Marin.
- G. **"Cities"** shall mean the cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito.
- H. **"Solid Waste"** shall mean all materials of any kind or nature as defined in Public Resources Code Section 40191.
- I. **"Towns"** shall mean the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon.

SECTION 4
(JPA Fee Collection)

Collectors, processors (transfer stations), and disposal facility operators shall pay the lump sum allocated to them by the JPA each year for Solid Waste originating in Unincorporated Marin County and originating in the Cities and Towns in Marin County or deposited at a solid waste facility or in Marin County's Landfill.

SECTION 5
(Reporting)

- (a) Collectors, processors (transfer stations), and disposal facility operators shall report to the JPA the weight of Solid Waste physically collected from within each jurisdiction of origin (City or Town or Unincorporated Marin County) by jurisdiction of origin, the Permitted Waste Facilities or other Solid Waste Enterprises to which such Solid Waste is delivered, the weight of material received at each transfer station, the weight of material by material type for materials sent out from each transfer station, and the weight of Solid Waste that is ultimately Deposited in Landfills by jurisdiction of origin and relevant material category, as appropriate and determined by the Board. Material categories for reporting shall be set by the Board, and include but are not limited to: garbage, curbside recycling, green material, organics (commingled green material and food waste), wood waste, construction and demolition debris, dirt, concrete, commingled inert materials, marketed materials by approved types (metal, CRV, plastics, cardboard, paper, dirt, concrete, mulch, compost) and materials destined for use as Alternative Daily Cover by approved types (Ash and cement kiln dust, Treated auto shredder waste, Construction and demolition unders, Compost overs, Green material, Contaminated sediment, Sludge, Shredded tires, as may be amended from time-to-time in accordance with PRC Section 41781.3). These material categories may be amended by the Board at its discretion and as necessary to ensure accurate reporting.
- (b) Collectors, processors (transfer stations), and disposal facilities shall report the information required on an ~~annual~~-quarterly basis in each ~~calendar~~-year. The quarter 1 report should be submitted to the JPA no later than June 1st; the quarter 2 report should be submitted by September 1st; the quarter 3 report should be submitted by December 1st; and the quarter 4 report should be submitted by March 1 of the following year.
- (c) Each collector, processor and disposal facility operator shall report to the Board the full names and addresses of the facilities, if any, to which it delivers solid waste.
- (d) An extension of the deadline specified in subdivision (b) of this Section may be granted by the Board upon a showing of good cause. In the event that a Solid Waste Enterprise fails to meet this required deadline, the JPA shall consider the Solid Waste Enterprise to have violated this Ordinance for each day that the report is overdue.
- (e) All of the information required by this Ordinance to be transmitted to the JPA shall be transmitted in a form that has been reviewed and approved in writing by the JPA.
- (f) If a Solid Waste Enterprise experiences unique circumstances that make it impossible to comply with this section, the Solid Waste Enterprise may appeal the requirements to the Board. The

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appealing enterprise must propose an alternative(s) to the requirements that it is alleging it cannot comply with and the Board may grant the appeal if it finds that a proposed alternative satisfies the purpose of the section.

SECTION 6
(Record Retention, Access, and Enforcement)

(a) Record retention and access to records.

Each operator shall maintain records, information, and documentation that substantiate the tons or cubic yards of solid waste received, collected, recycled, reused, conveyed, or hauled and disposed during each calendar month at each of the operator's hauling operations, disposal sites, transfer/processing stations. The records, information, and documentation shall include the procedures the operator used to determine and measure the quantity of such solid waste. The operator shall maintain such records, information, and documentation for a period of ~~three~~-five years from the date such solid waste was received, collected, recycled, reused, conveyed, hauled or disposed by the operator.

Upon receipt of a minimum of fifteen business days' written notice from the Board, an operator shall provide the Board or their designee with access for inspection and copying of all records, information, or documentation maintained pursuant to this Section in order to ensure compliance with fee payment and reporting requirements.

(b) Enforcement.

Violation of any provision of this Ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, the JPA may recover its attorneys' fees and costs from any person who is determined by a court of competent jurisdiction to have violated this Ordinance.

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SECTION 7
(Severability)

If any provision of this Ordinance or its application to any situation is held to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

Belvedere

Date: September 19, 2024

To: JPA Board of Directors

Corte Madera

From: Casey Poldino, Program Manager

County of Marin

Re: Update on Waste Characterization Study and Contract with SCS Engineers (SCS)

Fairfax

Under SB 1383, Article 11, Section 18992.1, Organic Waste Recycling Capacity Planning, each county is responsible for estimating the amount of organic waste in tons that will be disposed by the county and jurisdictions within the county.

Larkspur

Neither the County of Marin nor Zero Waste Marin have ever conducted a comprehensive countywide Waste Characterization Study. This is the first step towards an understanding of our waste stream, including organic waste. The most recent statewide study (published in 2022) does not reflect the nuances of our county. Previous studies completed by a hauler in the county also do not reflect the true number of solid waste and organics disposal county wide.

Mill Valley

Novato

Ross

This study will be conducted by SCS and take place at Waste Management’s Redwood Landfill and WM Earthcare. This study will verify current disposal levels and provide more accurate materials data from all haulers bringing material to the local landfill and compost facility. This is imperative to guide the organic waste recycling capacity study and will also guide planning for biomass utilization.

San Anselmo

San Rafael

The contract with SCS is being processed and field work will start in October. Following ASTM procedure D 5231-92, sampling will include up to 100 unique samples over ten days. SCS will also visually characterize up to 100 self-haul waste loads. Materials will be categorized into approximately 70 different material categories and a draft report will be provided within four weeks of the study. The Local Task Force has recommended we complete the WCS in two seasons as other communities such as Sonoma have done. Staff feel this would provide the most comprehensive analysis of waste disposal needed to inform future programs and diversion plans. We will come to the Board in November with full details on another WCS in Spring 2025 including cost and use of additional Local Assistance Grant monies.

Sausalito

Tiburon

Recommendation

Receive oral report. Information only.

Attachment

Attach 1 SCS Proposal Marin County Characterization

August 12, 2024

Ms. Casey Poldino
Marin County Waste Management
1600 Los Gamos Drive
San Rafael, CA 94903
casey.poldino@marincounty.gov

Subject: **Marin County Waste Characterization Study**

Dear Ms. Poldino:

Marin County has requested a proposal from SCS Engineers (SCS) to conduct physical characterizations of the waste generated within the county. The goal of this project is to understand the level of contamination in the waste stream generated in the County, by commodity type. The characterization will take place in the Fall of 2024 with a two-week sampling period to establish the composition of the material being sent to landfill within the County.

SCOPE OF WORK

To complete this assignment, SCS will:

1. Provide two SCS Sampling/Sorting Managers and six field sorters for a total of two weeks of field activity with the possibility of sorting at two facilities as needed (Redwood Landfill and Marin Resource Recovery Center).
2. SCS will provide Health and Safety training at the start of the field activity to personnel involved in sampling and sorting. SCS would like to include Facility staff to provide health and safety protocols for the facility.
3. Provide equipment and materials for conducting the field activity, including safety equipment, personnel protective equipment, scales, and other equipment deemed suitable and necessary for this project.
4. Record data for samples and record observations.
5. Provide a report with results.

A detailed description of the tasks to be completed by SCS is described below.

TASK 1: PROJECT KICK-OFF MEETING

Following the contract award, SCS will meet with County staff to clarify mutual expectations and objectives for the study. The purpose of this meeting will be to review our proposed methodology and discuss ways that SCS will work with facility staff so the characterization study proceeds successfully, without disrupting normal collection operations.

At this meeting, we will request background information regarding the collection of materials in the County, including recent, routes, and special circumstances. SCS will develop a detailed stratified sampling plan that identifies the targeted waste routes and includes representative samples from each hauler and municipality. Based on available information, SCS will create field data forms, develop the field protocols, and define the project schedule.

SCS will discuss the following at the kick-off meeting:

- The list and definitions of materials to be considered in the study.
- The proposed sampling and sorting schedule.
- Field forms.
- The protocol for load/vehicle selection and sorting procedures.
- Reporting schedule.

Deliverables

- SCS will prepare meeting notes confirming actions and next steps.

TASK 2: DEVELOP METHODOLOGY AND SAMPLING PROTOCOL

Based on information gained through the kickoff meeting and provided by the County, SCS will develop a sampling protocol that details the field procedures, sampling plan, and sorting material categories.

SCS recommends selecting up to 100 samples over ten days. SCS will select 200-pound garbage samples following ASTM procedure D 5231- 92. Efforts will be made to minimize sampling biases or other impacts on the integrity of the database, consistent with good practice in such sampling programs. To this end, field activities will be coordinated to avoid holidays and other out of the ordinary events.

SCS will create a sampling plan based on the data provided by the five waste haulers within the county. Samples will be selected to be representative of the waste generated in each jurisdiction within the county. SCS will need County staff's assistance to obtain the necessary hauler data and coordinate any necessary routing adjustments with the individual haulers. SCS asks that a complete data set be provided a minimum of four weeks prior to scheduled fieldwork. The sampling plan will be contingent on the provided data.

Deliverables

- The list and definitions of materials to be considered in the study.

- The proposed sampling and sorting schedule.
- Field forms.
- The protocol for load and vehicle selection and sorting procedures.
- Reporting schedule.

TASK 3: CONDUCT SAMPLING AND CHARACTERIZATION

SCS will provide a Site Manager experienced in supervising characterization studies, an assistant to help manage the sampling and sorting operations, and a sorting crew to carry out the field sampling for the study.

The sorting crew will be fully equipped with hard hats, gloves, safety glasses, vests, and other safety equipment. SCS will provide scales, data forms, and other equipment necessary to conduct the fieldwork. A Health & Safety Plan will be prepared for this project and provided to the County for review and comment prior to the fieldwork. We will require that Redwood Landfill and Marin Sanitary provide a bobcat or loader and operator to assist with sample selection. A loader and operator are necessary tools for the sampling team to maintain healthy and safe operations. This may take a total of two to three hours throughout the day. A loader and operator are not included in this budget proposal.

SCS relies on proven protocols and a trained crew to ensure meticulous fieldwork and consistent, reliable results. Our approach to conducting the highest quality fieldwork is described below.

Selecting the Samples to Be Sorted

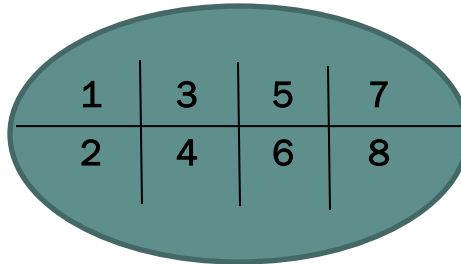
SCS will develop a stratified sampling plan in order to select garbage routes for sampling and sorting. Targeted vehicles will be directed to dump their loads into a designated area at the Facility.

The SCS field staff's responsibilities include interviewing truck drivers to screen out atypical loads, supervising the sorting operation, and providing quality assurance of sorting, weighing, and data recording. Given the limited size of the data set, it is important that simple random sampling (and the potential for unrepresentative data) be avoided. To this end, incoming vehicles will be interviewed briefly to assess the "representativeness" of each load, the point of origin, and other specific information.

If the targeted collection vehicle is deemed suitable for sampling and sorting, the SCS field staff professional will then direct the driver to a pre-arranged area at the facility for load discharge, and the sample will subsequently be obtained as follows:

1. The vehicle dumps its load onto the designated area. This area should have sufficient room to allow inspection and access around the pile.
2. The load is visually separated into approximately eight subsections (see **Figure 1**). The SCS field staff randomly selects a subsection to be sampled and directs an end loader to grab the sample from the subsection. The sample will be weighed prior to sorting to ensure an appropriate sample size.
3. This material will then be transported to the sorting area for weighing and sorting.

Figure 1. Plan View Showing “Cells” of Pile



Hand-Sort Procedure

Our hand sort procedure is based on ASTM procedure D 5231- 92. The samples will be placed on a sorting table (or equivalent) and separated by hand into the pre-determined material types. **Attachment A** outlines an example of material categories to be included.

Separated materials will be placed in containers to be weighed and recorded. Members of the sorting crew will be assigned material categories on which to focus. For each sample, the SCS Site Manager will review the sorted material for homogeneity before the containers are weighed and will record the weight for each sorted material category on a sampling form.

Visual Characterizations

SCS will visually characterize up to 100 self-hauled waste loads. A visual sampling form template is provided in **Attachment B**. This procedure is especially useful for identifying materials that may be present in large quantities, characterizing loads that contain bulky items, and characterizing waste streams that tend to have substantial composition variation within individual loads (e.g., loads that are half dirt and half lumber, separated at opposite ends of a truck). Hand sorting of 200-pound samples would not capture the variability of the load.

This procedure involves the following steps:

1. Selecting random self-hauled loads screened at the scale house to be included in the study;
2. Record the estimated percentage of the load corresponding to each material class on the visual sampling form; and
3. Record the estimated percentage for specific material categories within the material classes.

TASK 4 – COMPILE SAMPLING RESULTS AND PERFORM DATA ANALYSIS

The SCS Field Supervisor will input the data into a spreadsheet designed by SCS Engineers. SCS will then conduct a data analysis. The analysis will include:

- Quality control measures to confirm the accuracy of data entered.
- Calculate composition estimates using the ratio of the material's weight to the total sampled material. Provide standard statistical analysis which includes the composition of each sample.

- Provide findings in an Excel Spreadsheet and submit it along with the final report that includes a summary of characterization data and findings.
- Develop detailed estimates of composition for each material type, presented with confidence intervals at the 95% confidence level.

TASK 5 – DRAFT AND FINAL REPORT

A draft and final report will be prepared presenting the results of the study. The draft report will include the number of samples analyzed by hauler and municipality and the average composition of incoming material including contaminants. Field data and photographs will be appended.

The draft report will be submitted and include:

- A summary of the field activity.
- Data and analyses in an Excel Spreadsheet.
- Detailed estimates of composition by material type, presented at a 95% confidence level.
- The relative presence of material categories and contaminants in the waste stream will be shown using pie charts.

SCS will submit a draft report to Marin County staff within four weeks after completing the characterization study. Following receipt of comments and edits from staff in response to the draft report, SCS will revise and submit the final report within seven business days.

Task 5 Deliverables

- Draft and Final Report

NECESSARY SUPPORT FROM FACILITY STAFF

SCS will require the following support from Marin Sanitary:

- **Data:** Routes by truck number and day of the week; and weekly quantities of garbage collected.
- **Safe Work Area:** A work area that is approximately 20 feet by 40 feet with overhead protection to be used to stage the samples and to conduct the sorting activities.
- **Assistance from Heavy Equipment Operator:** Once a collection vehicle is identified for sampling, SCS will need to coordinate with a heavy equipment operator to randomly grab a sample and deliver it to the sorting area.
- **Access to Washroom Facilities:** Access to existing washroom facilities, if nearby, or a portable toilet.

BUDGET

Work will be performed on a time and materials basis in accordance with SCS's Standard Fee Schedule and your project priorities. The cost to provide a loader and operator is not included in the budget. If one is not provided by the facility to assist in sorting procedures the cost to supply one will be added to the contract. A copy of the schedule and budget are included in **Attachment C**.

CLOSING

We look forward to working with you on this project. If you have any questions regarding this submittal or desire any additional information, please contact the undersigned.

Very truly yours,



Lauren Romanazzi
Project Director
SCS ENGINEERS



Laura Johnson
Project Manager
SCS ENGINEERS

ATTACHMENT A – MATERIAL CATEGORIES

Material Components	Diverible	Compostable	Potentially Diverible	Other
PAPER				
Uncoated Corrugated Cardboard (OCC)	X			
Newspaper	X			
White Ledger	X			
Mixed Paper	X			
Aseptic Containers/Gable-top Cartons	X			
Remainder/ Composite Paper				X
GLASS				
CRV Glass Bottles & Containers (no beer/wine)	X			
Non-CRV Glass Bottles & Containers (no beer/wine)	X			
Wine Bottles	X			
Beer Bottles	X			
Remainder/Composite Glass				X
METAL				
Tin/Steel Cans	X			
Major Appliances	X			
Other Ferrous	X			
Aluminum Cans-CRV	X			
Aluminum Cans-Non-CRV	X			
Other Non-Ferrous	X			
R/C Metal				X
PLASTIC				
PETE Bottles -CRV	X			
PETE Bottles - non-CRV	X			
Other PETE Containers - non-or-CRV	X			
HDPE CRV Containers	X			
HDPE Colored Containers (non-CRV)	X			
HDPE Neutral Containers (non-CRV)	X			
#3-7 CRV Containers	X			
#3-7 Non-CRV Containers	X			
Recyclable Plastic Film	X			
Nonrecyclable Plastic Film				X
Durable Plastic Items				X
EPS Packaging				X
R/C Plastic				X
SPECIAL				
Bulky Items				X
Mattresses, Box Springs, Futon Mattresses	X			
Tires	X			
Vape Pens				X
R/C Special Waste				X

Material Components	Diverible	Compostable	Potentially Diverible	Other	
ORGANICS					
Food	Potentially Donatable-Perishable-Non-Prepared	X			
	Potentially Donatable-Perishable-Prepared	X			
	Potentially Donatable-Non-Perishable	X			
	Potentially Donatable-Low Nutritional Value	X			
	Inedible	X			
	Not Donatable but Compostable	X			
	Green Waste	X			
	Manures	X			
	Compostable Plastics	X			
	Compostable Paper-Packaging	X			
	Other Compostable Paper	X			
	R/C Organics			X	
	CONSTRUCTION & DEMOLITION (C&D)				
	Concrete	X			
	Asphalt Paving	X			
Asphalt Roofing				X	
Clean Recyclable Wood (non-treated)	X				
Clean Gypsum Board			X		
Rock, Soil, and Fines	X				
R/C C&D				X	
HAZARDOUS & E-WASTE					
Paint	X				
Vehicle and Equip Fluids			X		
Used Oil and Oil Filters	X				
Large Rechargeable Batteries (Count)	X				
Small Rechargeable Batteries (Count)	X				
Household Batteries (Count)	X				
Universal Waste Electronic Devices (UWED)	X				
Covered Electronic Waste	X				
Fluorescent Tubes	X				
Treated Wood Waste				X	
Propane Gas Cylinders	X				
Pharmaceuticals	X				
Sharps (Count/ Photo)	X				
All Other HHW				X	
RESIDUE					
Textiles			X		
Mixed Residue				X	

ATTACHMENT B – VISUAL CHARACTERIZATION FORM

Waste Characterization Study - Visual Sample							
Date:		M	T	W	Th	F	Time:
Site:		Route #:			Est. Incoming Vol:		
Sample #:		Sector: RES COM		circle one			
Jurisdiction of Origin:		Vehicle type/ Truck #:					
Hauler		General Categorization ¹ : C&D RW CW BI LD					
Notes:							
MATERIAL TYPE		Proportion to Weight					
		Est. % of Load	EPA density (lb./CY)	Weight			
Compostable		Yard Debris					
		Food Scraps					
		Clean Dimensional Lumber					
		Clean Pallets and Crates					
Paper		Cardboard					
		Mixed Paper					
Plastic		CRV Plastic					
		Rigid Plastics					
		Remainder Plastics					
Glass		Glass Containers/Jars					
		Glass Other					
Metal		CRV Aluminum					
		Non-Ferrous Metals					
		Ferrous Metals					
		Rebar					
		Other Metal					
Inerts		White Goods					
		Concrete					
		Brick					
		Rock					
		Gypsum Board/Drywall					
		Asphalt Roofing					
		Asphalt Paving					
Other		Soil					
		Engineered Wood					
		Other Wood					
		Tires					
	Mattresses/Box Springs						

MATERIAL TYPE		WEIGHT (In Pounds)		
		Est. % of Load	EPA density (lb./CY)	Net
Donatable		Furniture Donatable		
		Building Materials		
		Rec. Equipment		
		Other		
Other		HHW		
		Medical Waste		
		Manufactured Products		
Misc.		Textiles		
		Carpet/Carpet Padding		
		Furniture		
		Insulation		
		PVC Pipe or Products		
		Plastic Film		
		Treated/Painted Wood		
		Bulky Waste		
		Hard-to-Compost Organics		
		Miscellaneous/Bagged Waste		

Notes: 1. Construction & Demolition (C&D) Residential Waste (RW) Commercial Waste (CW) Bulky Items (BI) Landscape Debris (LD)

ATTACHMENT C - BUDGET

Work will be performed on a time and materials basis in accordance with SCS's Standard Fee Schedule and your project priorities. This project will not exceed \$150,000.

DESCRIPTION		<u>TASK 1</u>	<u>TASK 2</u>	<u>Task 3</u>	<u>TASK 4</u>	<u>TASK 5</u>	<u>PROJECT TOTAL</u>	
		KO Mtg	Methodology and Prep	Fieldwork	Data Analysis	Draft & Final Report	Hours	Cost
<u>Title</u>	<u>Rate \$/Hour</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Cost</u>
Project Director	\$302.00	1	4	0	0	6	11	\$3,322
Project Manager	\$184.00	4	20	50	16	20	110	\$20,240
Statistician	\$300.00	4	20	5	16	30	75	\$22,500
Staff Professional	\$177.00	2	12	100	14	35	163	\$28,851
Staff Professional	\$150.00	2	12	50	14	0	78	\$11,700
Subcontractor	\$72.00	0	0	540	0	0	540	\$38,880
Clerical	\$65.00	4	0	0	0	2	6	\$390
Total Labor	--	17	68	747	60	93	985	\$126,183
<u>Other Direct Costs (ODCs)</u>	<u>Cost \$/Unit</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Cost</u>
Mileage	\$0.67	0	0	600	0	0	600	\$402
Truck Rental (per day)	\$100.00	0	0	11	0	0	11	\$1,100
Car Rental (per day)	\$65.00	0	0	11	0	0	11	\$715
Per Diem*	\$263.00	0	0	33	0	0	33	\$8,679
Field Supplies & Rental Equipment (lump sum)	Estimate	\$0	0	4,000	0	\$0	--	\$4,000
G&A	15%	\$0	\$0	\$2,234	\$0	\$0	--	\$2,234
Total ODCs	--	\$0	\$0	\$6,234	\$0	\$0	--	\$17,130
TOTAL BUDGETARY ESTIMATE (Labor, ODCs)		\$3,152	\$14,812	\$81,314	\$12,322	\$20,817	\$143,313	

* Based on US GSA Per Diem Rates Table

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: September 19, 2024

Corte Madera

To: JPA Board of Directors

From: Amy Kolnes, Senior Planner

County of Marin

Re: Approval of Local Task Force (LTF) Members

Fairfax

Local Task Force membership expires every three years. When membership expires, the seat must be vacated and re-opened for applications. In July 2024, the Local Task Force had roughly half of its membership expire. An open call for applicants was issued and Zero Waste Marin collected and reviewed all applications. Recommended applicants are listed below; applicants have been recommended based on their qualifications and expertise.

Larkspur

Mill Valley

The proposed membership roster is as follows:

Novato

- Special District Representative (1 opening):
 - Kevin McElroy, Bolinas Public Utilities District

Ross

- Hauler or Facility Representatives (2 openings)
 - Greg Christie, Bay Cities Refuse
 - Celia Furber, Recology Sonoma Marin

San Anselmo

- Environmental Organization Representatives (2 openings)
 - Kyle LaRue, Conservation Corps North Bay
 - Susan Hopp, Plastic Free Marin

San Rafael

- Public Member Representatives (3 openings)
 - Ross Valley: Jinesse Reynolds
 - Novato: Matt McCarron
 - San Rafael: No applicants

Sausalito

Fiscal Impact

None.

Tiburon

Equity Impact

LTF applications were distributed through many different channels, including through ZWM networks, ZWM social media, and the ZWM website. ZWM staff are recommending several people that have not yet been able to serve on the Local Task Force to prioritize new people and voices being represented.

Recommendation

Adopt a motion to approve all recommended new Local Task Force members as listed above.

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: September 19, 2024

Corte Madera

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Staffing Update

Fairfax

Zero Waste Marin staff are contracted employees through an agreement with the County of Marin. Historically, staff have come from the Waste Management Division of the Department of Public Works and have allocated their time between the County and the JPA. The County is compensated based on allocations for each staff.

Larkspur

Mill Valley

For FY25, allocations include a total of 7 FTEs for ZWM, including four new staff given the increased responsibilities of SB1383. The County includes 2 FTEs dedicated to unincorporated areas countywide. The existing positions in the WM Division are as follows, totaling 9 FTE:

Novato

Ross

1. Planning Manager (1). This position holds the functional title of Executive Director of ZWM.
2. Program Manager (1).
3. Senior Planner (3) (Two ZWM and 1 Split).
4. Waste Management Specialist (2).
5. Senior Program Coordinator (2) (One County and One ZWM).

San Anselmo

San Rafael

With the recently announced departure of two staff, a Program Manager and a Senior Program Coordinator, there is an opportunity to evaluate the structure and needs of the JPA and the County. The responsibilities of these two staff will be divided between three other staff members.

Sausalito

Tiburon

County personnel regulations allow for a temporary special assignment pay (TSAP) for up to six months while staffing needs are explored in light of these departures and to ensure existing work may proceed timely.

Recommendation

While the Executive Director will proceed with the TSAPs to acknowledge the additional and higher level of work in the meantime, it is recommended that the Zero Waste Board convene the Executive Subcommittee of the Board to evaluate the structure and needs of the JPA and the County.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Fiscal Impact

No increase to the budget is anticipated with these changes; costs associated with the TSAPs will be offset with salary savings from the vacant positions.

Equity Impact

The County of Marin is committed to recruiting and retaining a diverse workforce through building a high quality, diverse applicant pool and a more inclusive hiring process.

11
**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: September 19, 2024

Corte Madera

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Confirm Remaining 2024 JPA Board Meeting Schedule

Fairfax

To ensure advance notice of future meetings is provided to JPA Board members; Staff proposes to set the JPA Board and Executive Committee meeting schedules for the remainder of the 2024 calendar year.

Larkspur

Refer to Table 1 for recommended JPA Board meeting details.

Mill Valley

Table 1

Date	Time
November 21, 2024	2:00 p.m. – 3:00 p.m.

Novato

The JPA Board is comprised of all the ZWM-JPA Board members and Alternates.

Ross

Refer to Table 2 for recommended Executive Committee meeting details.

San Anselmo

Table 2

Date	Time
October 17, 2024	9:00 a.m. – 10:00 a.m.

San Rafael

Sausalito

The Executive Committee is comprised of the Chair and Vice Chair, City of Novato, City of San Rafael, County of Marin, and a representative from Southern Marin and Ross Valley cities. The current Executive Committee is represented by the following individuals:

Tiburon

- Heather Abrams, Chair, Town of Fairfax
- Todd Cusimano, Vice Chair, City of Mill Valley
- Dan Eilerman, County of Marin
- John Stefanski, City of San Rafael
- Jessica Deakyne, City of Novato

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

Fiscal Impact

None.

Equity Impact

None.

Recommendation

Adopt a Motion approving the JPA Board and Executive Committee meeting schedule for the remainder 2024 calendar year.

12
**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: September 19, 2024

Corte Madera

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

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