

AGENDA

DATE Monday, June 16, 2025

TIME 11:00 am – 11:45 am

LOCATION San Rafael City Hall
1400 Fifth Ave, 3RD Floor, Large Conference Room, San Rafael, CA 94901

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 15, 2025 (Action) 1 Minute.

REGULAR AGENDA

4. Climate Fellow Update – 5 Minutes.
 - a. Recommendation: Information Only
5. HHW Facility Agreements and Exhibits - 15 Minutes.
 - a. Recommendation: Review and Discussion
6. Waste Characterization Study Report - 10 Minutes.
 - a. Recommendation: Action Item
7. Executive Director Update - 5 Minutes.
 - a. Recommendation: Information Only
8. Suggested Agenda Items - 2 Minutes.
 - a. Recommendation: Information Only
9. Adjournment

Agendas & Staff Reports also available at <https://zerowastemarin.org/>



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.

SPECIAL REMOTE PUBLIC INSTRUCTIONS – ITEM 1

DATE Monday, June 16, 2025

TIME 11:00 am – 11:45 am

LOCATION Zoom Online

The public can participate in this Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board Meeting via a Zoom webinar.

ZOOM MEETING

Please click the link below to join the webinar:

<https://zoom.us/j/95862063021?pwd=bNao2kRMGotDSlaK8b1J4fWAxvwabi.1>

Meeting ID: 958 6206 3021

Passcode: 115793

Or One tap mobile:

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COMMENTS

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

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Corte Madera County of Marin Fairfax Larkspur
Mill Valley Novato Ross San Anselmo San Rafael

OPEN TIME FOR PUBLIC COMMENT – ITEM 2

TO JPA Board of Directors
FROM Kimberly Scheibly, Executive Director
SUBJECT Open Time for Public Comment
DATE June 16, 2025

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.

RECOMMENDATION

Receive public comment. Information Only.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Board of Directors Meeting Minutes

Thursday, May 15, 2025

11:00 am – 12:00 pm

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

BOARD MEMBERS PRESENT

County of Marin: Dan Eilerman (Alt.)

Town of Corte Madera: Adam Wolff

Town of Corte Madera: Phoebe Goulden (Alt.)

Town of Fairfax: Heather Abrams (Chair)

City of Larkspur: Dan Schwarz

City of Mill Valley: Todd Cusimano

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

Town of Ross: Maureen Borthwick (Alt)

Town of San Anselmo: David Donery

City of San Rafael: Cory Bytof (Alt.)

City of Novato: Bill Rose

City of Novato: Gretchen Schubeck

STAFF PRESENT

Kimberly Scheibly (Executive Director)

Amy Kolnes (Staff)

Kathy Wall (Staff)

Jessica Ruiz (Staff)

Justin Newsome (Admin)

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Call to Order Regular Meeting

1. Regular session was called to order at 11:00 a.m.
 - Remote Public Participation Instructions
Information Only

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

No public comments.

3. Approve JPA Board Meeting Minutes from April 14, 2025

Motion to approve the JPA Board Meeting Minutes from April 14, 2025.

First Town of San Anselmo: David Donnery

Second County of Marin: Dan Eilerman (Alt.)

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: Aye

Town of Ross: Aye

Town of San Anselmo: Aye

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Aye

Ayes: 10 Noes: 0 Absent: 2 Abstain: 0

Motion passed.

4. Executive Director Report

Executive Director Scheibly opened time for ZWM staff Jessica Ruiz to be introduced to the JPA Board. Since its January launch the SMART1383 team has been updating the platform with feedback from haulers and ZWM to improve the education and outreach tracking efforts. Amy Kolnes is the point of contact for jurisdictions with system usage questions.

The Waste Characterization Study draft will be presented to the board in June with incorporated feedback from the LTF.

The Marin Recycling & Resource Recovery (contractor hired to operate the HHW facility) has the draft agreement and official negotiations will start when JPA Counsel receives the redline version.

JACE has access to SMART1383 and they have reported the review process is taking longer than anticipated due to the volume.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Lastly, there has been confusion with SB1383 procurement targets for organic waste products. Executive Director Scheibly is in communication with JACE and they are in communication with their legal team regarding targets. It was reiterated ZWM is in compliance and on track. Executive Director Scheibly concluded the Executive Director's report.

Information Only

Board Comments

No Comments

Public Comments

No public comments.

5. Receive and File Fiscal Year 2023-2024 Audit

Motion for the Board to receive, approve, and file the audited financial statements of the auditor's report for FY 2023-24 and Letter of Internal Control Deficiencies & Management's Response as presented.

Auditor Sarah Owen of Pisenti & Brinker LLP (Sorren CPAs as of May 2025) presented on the audit overview.

First County of Marin: Dan Eilerman (Alt.)

Second City of San Rafael: Cory Bytof (Alt.)

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: Aye

Town of Ross: Aye

Town of San Anselmo: Aye

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Aye

Ayes: 10 Noes: 0 Absent: 2 Abstain: 0

Board Comments

The board would like to have an update on the efforts made to address the material deficiencies presented. A discussion was held regarding budget support and the role of the Department of Finance role and a potential dedicated accounting function.

Public Comments

No public comments.

Motion passed

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

6. Proposed Zero Waste Marin Fiscal Year 25-26 Budget

Executive Director Scheibly presented to the Board on the JPA budget including fund overview, budget organization, regulatory admin and compliance reporting, and HHW programs.

Motion to approve the proposed Fiscal Year 2025-26 budget or provide specific direction to staff on any desired changes.

First Town of San Anselmo: David Donery

Second County of Marin: Dan Eilerman (Alt.)

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: Aye

Town of Ross: Aye

Town of San Anselmo: Aye

City of San Rafael: Aye

City of Sausalito: Absent

Town of Tiburon: Aye

Ayes: 10 Noes: 0 Absent: 2 Abstain: 0

Board Comments

The Board had questions on the steps that will be taken to mitigate volatility and the contract negotiation status. Additional comments were made it appreciate of Executive Direct Scheibly on the ease of understanding staff has made on the budget presentation and hard work.

Public Comments

No public comments.

Motion passed

7. Contract and Signatory Authority

Motion to authorize the Executive Director to execute contracts exceeding \$50,000 and a designate an Acting Executive Director (Amy Kolnes) who may exercise such authority during the Executive Director's absence. The Executive Director would report out on a quarterly basis on any new contracts signed.

First Town of Corte Madera: Adam Wolff

Second County of Marin: Dan Eilerman (Alt.)

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Ayes: 10 Noes: 0 Absent: 2 Abstain: 0

Board Comments

The Board held a Q&A regarding the purchasing policy, model in which this draft was crafted, and bidder product verification practicalities.

Public Comments

No public comments.

Motion passed

8. Schedule Special June Board Meeting

Executive Director Scheibly shared the scheduling conflict for the next JPA Board meeting on June 19, 2025. The Board discussed and decided the next meeting date will be Monday, June 16 at 11am.

Board Comments

No additional comments.

Public Comments

No public comments.

9. Suggested Meeting Agenda Item

Executive Director Scheibly asked if there were any suggested meeting agenda items.

Board Comments

The board had none.

Public Comments

No public comments.

10. Adjournment

Chair Cusimano adjourned the meeting at 11:54 a.m.

**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: _____

STAFF REPORT – ITEM 4

TO JPA Board of Directors
FROM Kimberly Scheibly, Executive Director and Shannon Keane, Climate Fellow
SUBJECT Climate Fellow Update
DATE June 16, 2025

Zero Waste Marin contracted with Strategic Energy Innovations to provide two dedicated Climate Corps Fellows to assist the Member Agencies with SB 1383 Implementation, Erin Ahlich and Shannon Keane. The CalRecycle Local Assistance Grant Funding was used to cover the costs of the fellowships for a duration of 10 months. Erin received a job offer before completing the fellowship. Shannon Keane will complete her fellowship June 27, 2025.

Over the past 10 months, Shannon Keane has served as the Zero Waste Outreach & Compliance Fellow with Zero Waste Marin, supporting six jurisdictions across Marin County with SB 1383 implementation. Her work focused on compliance tracking, outreach, and education. Her role centered on building systems that helped cities and towns not only meet regulatory requirements but also engage their communities in long-term behavior change around waste reduction.

Shannon conducted over 30 business site visits to assess recycling, organic waste, and food recovery compliance; developed tailored outreach materials; and supported data management and annual reporting efforts. She also created and launched the *Beyond the Bin* campaign, which featured 8 educational videos, and 3 flyers designed to make waste reduction information more accessible to the public. In addition, Shannon contributed newsletter content, participated in school outreach, and facilitated cross-jurisdictional collaboration on initiatives such as paper procurement and regional outreach strategies. She attended over 15 community events, including repair fairs and sustainability festivals, where she coordinated volunteers and distributed reusable items.

This fellowship strengthened Shannon's skills in policy implementation, data systems, and public engagement, and she is grateful for the opportunity to support Zero Waste Marin's mission and learn from dedicated staff across the county.

RECOMMENDATION:

Receive oral report

STAFF REPORT – ITEM 5

TO JPA Board of Directors

FROM Kimberly Scheibly, Executive Director

SUBJECT Approval of the Agreement Professional Services Agreement and Exhibits for Operation of the Marin Permanent Household Hazardous Waste Collection Program

DATE June 16, 2025

BACKGROUND

Historically, the Joint Powers Authority (JPA) funded the Permanent Household Hazardous Waste (HHW) Collection Facility serving Marin County (excluding Novato) through a contractual agreement with the City of San Rafael Fire Department. The Fire Department, in turn, entered in contract with the Marin Recycling & Resource Recovery Association (MRRRA), a division of Marin Sanitary Service, to operate the HHW Facility located at 565 Jacoby Street in San Rafael.

On July 1, 2023, the JPA assumed responsibility for the oversight and operation of the HHW Facility and is now the “generator of record” with the State, responsible for managing the HHW collection program. The JPA funds the operation of the Marin County Permanent HHW Facility through a Professional Services Agreement with MRRRA. MRRRA has served as the sole-source contractor for the facility since the early 1990s and continues to be a trusted partner in ensuring the safe, efficient, and cost-effective collection of HHW.

Staff have worked in collaboration with MRRRA staff, MRRRA’s attorney, JPA Counsel, and the JPA Board and Budget Subcommittee to finalize the agreement now presented to your Board. Both staff and MRRRA believe this agreement enhances public transparency, introduces more detailed oversight language, improves record keeping and reporting, and clarifies the roles and responsibilities of both the JPA and the Facility, all while ensuring a fair and reasonable profit for MRRRA.

This agreement introduces four key changes compared to previous agreements:

1. Operational Expenses Compensation, Documentation and Adjustments: Section 7
 - Outlines how the MRRRA is compensated for costs incurred in the operation of the HHW Facility. The major cost categories include labor, material processing and processing. Exhibit E adds more detail for compensation for these operational expenses.
 - The Program Operating Overhead Fee is a monthly payment to the MRRRA and is calculated as a percentage of allowable personnel costs (wages, salaries, and benefits of staff directly assigned to the HHW Program.) The percentage and amount must be approved by the JPA Board annually and is in alignment with the percentage the JPA pays to the County of Marin through a staffing and support professional service agreement.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Corte Madera County of Marin Fairfax Larkspur
Mill Valley Novato Ross San Anselmo San Rafael

- This fee is intended to compensate MRRRA for the administrative overhead associated with managing the HHW Facility staff time.
- This Fee does not apply to reimbursed expenses or training paid directly by the JPA.
- In addition, this section adds clarity to the handling of existing equipment at the HHW Facility (Exhibit E-1) and the approved supplies and equipment to be reimbursed by the JPA.
 - Existing equipment must be maintained by MRRRA. If this equipment needs to be replaced or new equipment is needed, MRRRA will make a request in writing to the JPA. This also includes equipment used for the quarterly cleanings.
 - Exhibit E-2 lists the approved categories for supplies and equipment necessary for the safety and efficiency of the facility.
- 2. Facility Maintenance: Section 10 and Exhibit E-3
 - Clarifies and details the expectations for maintenance of the facility.
 - General maintenance is the responsibility of MRRRA.
 - Quarterly deep cleaning maintenance will be compensated by the JPA at a rate set annually during the budget process. These costs will be budgeted separately and invoiced quarterly.
- 3. Summary of Section 15: Establishment of Household Hazardous Waste Closure Reserve
 - California Law (Title 22) mandates an Operations Plan for HHW Facilities including a Closure Plan detailing costs to shut down the facility based on maximum material volume.
 - The JPA, as the generator of record with the State, must establish and maintain a closure reserve fund and provide financial assurances for facility closure.
 - Closure costs (based on worst-case disposal and cleanup) are not included in the MRRRA's budget, but they must submit these estimates annually with the budget to the JPA so the appropriate amount can be reserved.
 - The JPA will hire a consultant to help estimate closure costs.
- 4. The term of this new agreement is from July 1, 2025, through July 1, 2026, with an automatic renewal for up to four additional one-year terms, unless either party provides 180 days' notice to terminate.

EQUITY IMPACT

All residents and businesses with small amounts of Household Hazardous Waste (HHW) have access to a drop-off facility within the County of Marin. This agreement specifically serves residents and businesses in Marin County, except for Novato, which operates its own HHW facility and provides drop-off services.

While the facility is accessible to many, residents in West Marin may face challenges related to geographic distance and transportation, making access to the primary drop-off facility more difficult. To address this, Zero Waste Marin hosts two annual Toxic Away Days in West Marin, providing additional opportunities for safe disposal of HHW. These events aim to reduce barriers for residents who may have difficulty traveling to the primary facility, ensuring that all members of the community, including those in more remote areas, can safely dispose of hazardous waste.

We recognize that even with these efforts, some residents may continue to face challenges accessing these services. Moving forward, we will continue to assess potential barriers to access and explore additional ways to ensure equitable access to safe HHW disposal for all communities in Marin County and continue our bilingual outreach. Staff is receptive to suggestions from your Board for additional program implementations that can further address marginalized communities and facility accessibility

FISCAL IMPACT

The Board approved the Operating Budget for FY2025-2026 at the May 15, 2025, meeting. This agreement represents approximately 63% of the total budget for the Household Hazardous Waste (HHW) Program (Fund 8022). Since this budget calculates profit using a different methodology, adjustments to the budget may be necessary. A Special Reserve Fund has been established to accommodate any required adjustments.

RECOMMENDATION

Staff recommend that your Board 1) Approve the Professional Services Agreement and Exhibits for Operation of the Marin Permanent Household Hazardous Waste Collection Program between the ZWM JPA and Marin Recycling and Resource Recovery Association subject to any modifications, recommendations, or revisions as proposed by the Board during this meeting and 2) Delegate final signing authority of the agreement to the Executive Director. The Executive Director, with approval as to form by counsel, may make minor revisions to the agreement.

ATTACHMENTS

1. Professional Services Agreement for Operation of the Marin Permanent Household Hazardous Waste Collection Program
2. Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits



MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Corte Madera County of Marin Fairfax Larkspur
Mill Valley Novato Ross San Anselmo San Rafael

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

Motion (First) _____ Second _____

Ayes _____

Notes _____

Abstentions _____

Absent _____

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

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PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

THIS AGREEMENT ("Agreement"), made and entered into this _____, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "AUTHORITY," and Marin Recycling and Resource Recovery Association (MRRRA), hereinafter referred to as "CONTRACTOR." AUTHORITY and CONTRACTOR are sometimes collectively referred to herein as the "parties" and singularly, as "party."

RECITALS

WHEREAS, the County of Marin and the participating cities entered into that certain agreement to form the Marin County Hazardous and Solid Waste Management Joint Powers Authority dated July 1, 1996, and as amended from time to time, ("JPA Agreement"); and

WHEREAS, the JPA Agreement provides that the AUTHORITY'S programs shall include a Household Hazardous Waste Element; and

WHEREAS, AUTHORITY and the City of San Rafael entered into the Hazardous Waste Collection Program contract dated September 14, 1995, amended from time to time, 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); and

WHEREAS, as of July 1, 2023, AUTHORITY took over management of the operation of the Household Hazardous Waste collection program and entered into an agreement with CONTRACTOR to continue operation of the same, which agreement expires on June 30, 2025; and

WHEREAS, AUTHORITY desires to continue to have CONTRACTOR operate the Household Hazardous Waste Program pursuant to the terms set forth in this Agreement because CONTRACTOR has staff that are qualified and trained to perform the daily operational management of the Program; and

WHEREAS, CONTRACTOR desires to provide these services and warrants that it is qualified and competent to render the aforesaid services.

NOW, THEREFORE, in consideration of the promises and covenants set forth below the parties agree as follows:

1) DEFINITIONS

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

As used in this Agreement and the Operations Plan, the following terms shall have the meanings set forth below. Any term may be used in the plural or past tense.

- a. The following terms shall have the meaning set forth in the California Code of Regulations (CCR), Title 22, Section 66260.10: “Designated Facility” and “Manifest.”
- b. The following terms shall have the meaning set forth in CCR, Title 22, Section 18660.5: “Covered Electronic Device,” and “Covered Electronic Waste.”
- c. The following terms shall have the meaning set forth in CCR Title 22 Sections 66273.3 and 66273.9: “Universal Waste Electronic Device.”
- d. “Abandoned Waste” shall mean potentially hazardous wastes that were disposed of in violation of Legal Requirements and are requested to be accepted by the HHW Facility in compliance with California Health and Safety Code, Section 25218.5 (H).
- e. “Approved Household Hazardous Materials” shall mean products labeled as toxic, flammable, corrosive, or poisonous and handled in a way that prevents harm to the environment and people. Marin residents and Very Small Quantity Generators (VSQGs) can use these materials free of charge through the Reuse it Marin Program (RIMP).
- f. “Approved Household Hazardous Waste” shall mean hazardous waste received from households and VSQG that CONTRACTOR is authorized to receive at the HHW Facility, which includes, but not limited to those set forth in Exhibit A.
- g. “Approved Service Area” shall mean Marin County Hazardous and Solid Waste Management Joint Powers Authority members’ jurisdiction, except the City of Novato.
- h. “Authority” shall mean the Marin County Hazardous and Solid Waste Management Joint Powers Authority comprised of the following members: City of Belvedere, City of Larkspur, City of Mill Valley, City of Novato, City of San Rafael, City of Sausalito, County of Marin, Town of Corte Madera, Town of Fairfax, Town of Ross, Town of San Anselmo, and Town of Tiburon.
- i. “Authority Representative” shall mean a person or persons assigned by the AUTHORITY to manage or oversee the Program.
- j. “CalRecycle” shall mean the California Department of Resources Recycling and Recovery, a department within the California Environmental Protection Agency.
- k. “Contractor” shall mean Marin Recycling & Resource Recovery Association.
- l. “CUPA” shall mean the Central Unified Program Agency, which is the local regulatory agency responsible for regulating the HHW Facility and enforcing all applicable regulations for the operation of the HHW Facility.
- m. “Director” shall mean the Authority's Executive Director.
- n. “DTSC” is the Department of Toxic Substances Control, the State regulatory agency for household hazardous waste.
- o. “Generator” or “Producer” shall have the meaning given those terms in the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. 6901 et seq. and

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

the Hazardous Waste Control Act ("HWCA"), Cal. Health & Safety Code 25100 et seq. and their implementing regulations.

- p. "Hazard Class" shall mean the category of hazard assigned to a hazardous material under the definitional criteria of part 178 of 49 C.F.R. Ch.1 and the provisions of the §172.101 Table in such subchapter.
- q. "Hazardous Waste" shall mean any substance, chemical, waste, or other material that is listed, defined, or otherwise identified as "hazardous" or "toxic" under any federal, state, local, or administrative Agency ordinance or any regulation, order, rule or requirement adopted thereunder, or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or the environment if released into the environment, as well as any formaldehyde, polychlorinated biphenyl, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985 (42 U.S.C. Section 3011 et seq.) and California's Hazardous Waste Control Law (HWCL).
- r. "Hazardous Waste Load Check Program" shall mean the Hazardous Waste load checking program pursuant to CCR Title 14, Section 17409.5 in operation at the Marin Resource Recovery Center and the Marin Sanitary Service Transfer Station as defined in section 40194 of the Public Resources Code.
- s. "HHW Facility" shall mean the Marin Permanent Household Hazardous Waste Collection Facility leased by CONTRACTOR from Marin Sanitary Service that has been set aside and designated for the CONTRACTOR'S receipt of Approved Household Hazardous Waste and equipment storage located at 565 Jacoby Street, San Rafael, CA 94901.
- t. "HHW Facility Supervisor" means the individual responsible for overseeing the day to day operations of the HHW Facility.
- u. "HHW Program Manager" means the individual responsible for overseeing the Program including all requirements set forth in this Agreement and the Operations Plan.
- v. "Household Hazardous Waste" shall mean any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste shall not include any waste generated while operating a business concern at a residence.
- w. "Legal Requirements" shall mean all applicable local, state, and federal laws, ordinances, rules, regulations, codes, and orders, as may be amended from time to time, including, but not limited to, the California Hazardous Waste Control Law ("HWCL") (Cal. Health & Safety Code §25100 et seq.), the provisions of the HWCL related to small quantity Generators (Cal. Health & Safety Code §25218 et seq.), all regulations implementing the HWCL, including but not limited to: 22 C.C.R. §66001 et seq.; the California Occupational Safety and Health Act (Cal. Labor Code §6300 et seq.); the Federal Occupational Safety and Health Act (29

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

U.S.C. §651 et seq.); Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and all Department of Transportation Regulations relating to hazardous materials (Subtitle B, Chapter I, Subchapter C of Volume 49 of the Code of Federal Regulations).

- x.** “Load Check Program” shall mean the program required pursuant to CCR Title 14, Section 17409.5.
- y.** “Load Checking Program Guide” shall mean the document titled Marin Sanitary Service Transfer Station and Marin Resource Recovery Center, 565 Jacoby St., San Rafael, CA 94901. Load checking Program Guide. Updated April 27, 2015 as may be amended from time to time.
- z.** “Operations Plan” shall mean the document titled “Operations Plan” for the “Marin Permanent Household Hazardous Waste Collection Facility,” including any modification, amendment, or supplement to such plan as may be agreed to from time to time, in writing, by Director and CONTRACTOR, provided that such modification, amendment or supplement does not materially alter the terms of this Agreement. The Operations Plan will conform to the requirements in CCR, Title 22, Section 67450.25 (a)(3).
- aa.** “Operator” shall mean the Marin County Hazardous and Solid Waste Management Joint Powers Authority.
- bb.** “Owner” shall mean the owner of the property, Marin Sanitary Service.
- cc.** “PaintCare Program Products” shall mean acceptable Program Products as described in the California Architectural Paint Stewardship Program Plan as approved by the State of California.
- dd.** “Participant” shall mean any individual from a household, or VSQG, including Abandoned Waste or load checking waste, that delivers Approved Household Hazardous Waste to the HHW Facility or removes Approved Household Hazardous Materials from the HHW Facility as part of the Reuse it Marin Program.
- ee.** “PBR Notification” shall mean any Permit-by-Rule Notification. Since a PBR Permit requires authorization by the CUPA, a PBR Notification and the authorization is accepted in lieu of an application to inform the State and CUPA that a facility is in operation.
- ff.** “PBR Permit” shall mean the Permit-by-Rule Permit requirements for Household Hazardous Waste facilities under CCR, Title 22. Each Temporary Program collection site also requires a PBR Permit.
- gg.** “Permanent Household Hazardous Waste Collection Facility” shall mean the HHW Facility located at 565 Jacoby Street, San Rafael, California operated by Contractor for the Marin County Hazardous and Solid Waste Management Joint Powers Authority via an operating agreement in accordance with section 67450.25.
- hh.** “Product Stewardship Organization” shall mean any entity formed by or representing manufacturers, distributors, or retailers of products for purposes of carrying out a Product Stewardship Program.

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

- ii. “Product Stewardship Program” shall mean any voluntary or mandatory program offered by manufacturers, distributors, or retailers of products, or their representative, which provides or funds collection, transportation, recycling, and disposal for product discards which are wastes or hazardous materials handled at the HHW Facility.
- jj. “Program” shall mean the AUTHORITY’S program for the handling and processing of Approved Household Hazardous Wastes and Hazardous Wastes received from Residents, VSQGs, abandoned waste, and Hazardous Waste found through the Load Checking Program at Marin Resource Recovery Center and the Marin Sanitary Service Transfer Station.
- kk. “Program Operating Overhead Fee” shall mean administrative operating expenses related to billing, invoicing, accounting, human resources, payroll, insurance, and other general operational expenses such general building maintenance (not including quarterly cleanings as required under this Agreement) , janitorial services and utilities.
- ll. “Program Product” shall mean products that are eligible for inclusion in a voluntary or mandatory Product Stewardship Program in which the AUTHORITY and CONTRACTOR have agreed to participate.
- mm. “Prohibited Hazardous Waste” shall mean waste not approved for acceptance at the HHW Facility by the AUTHORITY as listed in **Exhibit B**.
- nn. “Quality Assurance Plan” shall mean the document that determines the procedures and protocols to apply quality assurance requirements for approved materials to comply with applicable standards and safety requirements to offer household hazardous waste products/materials that are safe for reuse by the public (Health and Safety Code - HSC § 25218.11.5).
- oo. “Registered Hazardous Waste Transporter” shall mean a transporter registered with DTSC to transport hazardous wastes, as required by California Health & Safety Code, Division 20, Chapter 6.5, 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 66263.10 et seq.
- pp. “Resident” shall mean an individual or individuals that live in Marin County, excluding the City of Novato. For purposes of this Agreement and as used herein, Resident means an individual bringing waste generated from personal household use and not in the course of a business venture, even if the business venture is housed within the Resident’s home.
- qq. “Reuse” shall mean a reusable household hazardous product or material received at a household hazardous waste collection facility that is determined, in accordance with a quality assurance plan, to be suitable and acceptable for distribution in a materials exchange program at a household hazardous waste collection facility.

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- rr. “RIMP” shall mean the Reuse It Marin Program, which meets the requirements of a materials exchange program in California Health and Safety Code, Division 20, Chapter 6.5, Article 10.8, Section 25218. et seq. and the Operation Plan.
- ss. “VSQG Waste” shall mean a Very Small Quantity Generator business that generates no more than 100 kilograms of Hazardous Waste in a calendar month as defined in Health and Safety Code section 25218.1.(q) and meets the requirements of Health and Safety Code Section 25218.3 which permits for certain exemptions from the 100 kilogram up to 1,200 kilograms in a calendar year and generate less than 1 kilogram of acutely Hazardous Waste per month.
- tt. “Waste Profile” shall mean the document that provides detailed information the chemical and physical properties of a specific waste stream.

2) SCOPE OF SERVICES

CONTRACTOR services and deliverables shall include management of the daily operations of the HHW Facility. CONTRACTOR shall comply with all terms of this Agreement, the Operations Plan, and the Load Checking Program Guide, as may be amended from time to time. Services and deliverables are more fully set forth in the Scope of Services, attached hereto as **Exhibit C**.

3) TERM

The term of this Agreement shall commence on July 1, 2025 and terminate on June 30, 2026 (“Initial Term”) unless extended as provided herein. After the Initial Term, the Term will automatically renew for up to four (4) additional one-year terms (“Option Terms”) up through June 30, 2030 unless terminated by either party. The Option Terms will be automatic unless either party provides one hundred and eighty (180) days notice of the desire to terminate the Agreement for the next option period.

4) EXPIRATION OF AGREEMENT

At the expiration or earlier termination of the Initial Term or the Option Term, CONTRACTOR shall surrender to AUTHORITY the possession of any equipment purchased by AUTHORITY or where AUTHORITY reimbursed CONTRACTOR for such purchase. CONTRACTOR shall leave the surrendered equipment in good condition and repair.

5) FACILITY OPERATIONS

- a. CONTRACTOR shall operate the HHW Facility consistent with the Operations Plan, as may be amended from time to time by mutual agreement of the Parties.
- b. CONTRACTOR will maintain a complete and updated Operations Plan for the HHW Facility operations.

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- c. CONTRACTOR and Director may mutually agree to amend the Operations Plan pursuant to a written amendment, including but not limited to the operating hours and days, to ensure CONTRACTOR does not exceed the budget set forth in Section 6 (Contractor Budget).
- d. HHW Facility closure dates due to holidays shall be mutually agreed upon by AUTHORITY or Director and CONTRACTOR.

6) CONTRACTOR BUDGET

CONTRACTOR shall create a draft budget annually by February 1 of each fiscal year to be reviewed per the AUTHORITY budget setting process.

CONTRACTOR's draft budget shall also include an estimate of facility closure cost pursuant to closure estimates to be developed with the assistance of a consultant, selected by the AUTHORITY, as set forth in Section 15 of this Agreement. AUTHORITY shall reasonably meet and confer with CONTRACTOR before final selection of the consultant. This process shall be that the AUTHORITY will present a draft proposed budget and work plan to the AUTHORITY Executive Committee for initial review. Following the AUTHORITY Executive Committee's review, the budget will be reviewed with CONTRACTOR and if the parties are in agreement, it will be forwarded to the full AUTHORITY Board for final approval. AUTHORITY and CONTRACTOR shall meet and confer as may be needed in order to reach agreement on the budget. The Annual Budget will be approved no later than by June 1st of each fiscal year.

CONTRACTOR's budget shall include all information set forth in **Exhibit E** and be consistent with **Section 6**. Operational expenses for items deemed necessary for the operation of the HHW Facility will be reviewed by CONTRACTOR and AUTHORITY and shall be based on actual costs averaged over the previous three years together with reasonable operating factors and costs outside of the three-year average, which could include changes to Legal Requirements. CONTRACTOR and AUTHORITY shall meet and confer in good faith to reach agreement on CONTRACTOR's budget.

7) OPERATIONAL EXPENSES COMPENSATION, DOCUMENTATION AND ADJUSTMENTS

The primary costs of operating a HHW Facility are labor, material disposal and processing expenses. Allowable cost includes customer survey data to evaluate participant satisfaction with the HHW Facility and the Program. The AUTHORITY shall not compensate CONTRACTOR for any cost increases and/or services rendered beyond the amounts specified in the annual CONTRACTOR budget, except where increased services and/or costs and CONTRACTOR's additional compensation have been agreed to in advance in writing between the AUTHORITY and CONTRACTOR.

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Only the AUTHORITY's governing board may authorize extra or changed work. The Parties expressly recognize that, absent an emergency, AUTHORITY personnel are without authorization to order extra or changed work or waive contract requirements. In the absence of an emergency, failure of CONTRACTOR to secure advanced authorization from the AUTHORITY's governing board for extra or changed work shall result in CONTRACTOR not receiving compensation for such unauthorized work. Notwithstanding the above, the AUTHORITY has delegated to the Director the authority to approve changes in the hours of operation of the HHW Facility if such changes are in writing and agreed to by the Director and CONTRACTOR.

The following general categories of expenses are approved for reimbursement under this Agreement and shall be included in the annual CONTRACTOR budget and in each monthly invoice for which reimbursement is requested as detailed in **Exhibit E**. Revenue from the sale of recyclable materials and fees collected from VSQGs will be shown as credits on all monthly invoices.

a. Personnel Expenses

Personnel expenses include wages/salary and associated benefits (payroll taxes, health insurance, retirement contributions) for each employee directly assigned to perform services under this Agreement. Staffing needs and associated wages salaries, and benefit rates will be calculated each year and presented during the annual budget setting process. The annual personnel budget shall be adjusted based on the percentage change, not to exceed the average annual change in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward area.

Beginning on July 1, 2025, and July 1, 2026, the portion of the personnel budget related to wages and salaries for classified personnel shall be subject to an adjustment based on the percentage change in the CPI as published by the U.S. Bureau of Labor Statistics. This adjustment will be calculated by dividing the annual CPI value for the calendar year immediately preceding the new fiscal year by the annual CPI value for the prior calendar year. For example, for the July 1, 2025 adjustment, the 2024 annual CPI will be divided by the 2023 annual CPI, and then the July 1, 2024 personnel rates will be multiplied by the result to determine the new rates for July 1, 2025. Similarly, for the July 1, 2026 adjustment, the 2025 annual CPI will be divided by the 2024 annual CPI, and the July 1, 2025 rates will be multiplied by the result to determine the new rates for July 1, 2026.

For example, for the July 1, 2025 adjustment, the CPI-U for 2024 shall be divided by the CPI-U for 2023. The results shall be applied to personnel budget to determine the new budget for July 1, 2025

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

Costs related to employee benefits shall be reimbursed at actual cost and shall not be subject to the CPI adjustments. CONTRACTOR shall provide supporting documents for all benefit expenses, including health care insurance premiums, retirement contributions, and employer paid taxes as part of the annual budget review process.

Actuals will be compared to budgeted costs for labor and will be used to facilitate planning during the annual budget review process. Expenses shall not include bonuses, profit sharing, and/or company gifts. AUTHORITY's consent to reasonable overtime will not be unreasonably withheld, however, CONTRACTOR understand and agrees that overtime is not permitted for preplanned and required work such as trainings and routine cleanings. The approved personnel expenses will be set forth in **Exhibit E** for each fiscal year.

b. Program Operating Overhead Fee

CONTRACTOR shall be paid a monthly Program Operating Overhead Fee not to exceed what is approved by the AUTHORITY. This fee is a percentage based on the administration of HHW Facility staff time by CONTRACTOR. This is in line with other high value/cost agreements the AUTHORITY has with contractors. This Overhead Fee is applied to allowable personnel costs and is not applied to expenses reimbursed at cost by the AUTHORITY, or trainings that are arranged and paid by the AUTHORITY

c. Allowable Non-Personnel Passthrough Expenses

Allowable non-personnel expenses are approved expenses that will pass through from CONTRACTOR to AUTHORITY. AUTHORITY will reimburse the CONTRACTOR at cost as detailed in the monthly invoices.

i) Waste Disposal Expenses

CONTRACTOR shall be reimbursed for disposal expenses for Hazardous Wastes. AUTHORITY shall only pay Hazardous Wastes disposal expenses for Hazardous Wastes that have been shipped, and for which a signed Manifest has been returned, or for which a valid bill of lading exists. If CONTRACTOR is compensated through the California Architectural Paint Recovery Program, any program products, covered under the California Architectural Paint Recovery Program codified by Public Resources Code 48700 and administered by PaintCare, shall not be reimbursed by the AUTHORITY and disposal expenses shall not be charged to VSQGs or charged to the Load Check Program and any other reimbursement-based programs.

CONTRACTOR agrees to use its best efforts to utilize lower cost disposal options.

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

ii) Existing Facility Equipment

CONTRACTOR is responsible for the items listed in **Exhibit E-1**. Items listed with an Asterisk were purchased by the CONTRACTOR and reimbursed by the AUTHORITY in previous years. Historically, the items were replaced no more frequently than every five years.

CONTRACTOR will identify in the annual budget when equipment listed in **Exhibit E-1** are due to be replaced/recertified during the appropriate fiscal year. If unanticipated replacement of equipment occurs, CONTRACTOR will prepare a separate one-time budget change proposal for the AUTHORITY to consider. AUTHORITY shall reasonably consider such proposal.

CONTRACTOR is responsible for providing and maintaining all vehicles used in the operation of the HHW Facility. A forklift and loader will be purchased by the CONTRACTOR and rented at a cost competitive to current industry standards to the AUTHORITY on a monthly basis as detailed in the monthly invoice.

Wherever possible, CONTRACTOR shall use the appropriate environmentally friendly supplies, materials, and equipment, as specified by local, State and Federal laws/regulations for the management of Hazardous Wastes and other waste streams. This includes the recycled content requirements for procurement of paper products per 14 CCR Article 12.

iii) Approved Supplies and Equipment for Operation of the Facility Reimbursed at Cost by the AUTHORITY

AUTHORITY is responsible for reimbursing CONTRACTOR at cost for all items listed in **Exhibit E-2**. The items are not subject to the Program Operating Overhead Fee.

a. Increased Costs Due to Program Changes or Additional Work

In the event that CONTRACTOR experiences increased costs or expenses due to requirements imposed on the Program by state or local agencies that are the result of new or revised regulations proposed and enacted after the Effective Date of this Agreement, CONTRACTOR shall submit for review to the AUTHORITY the amount of costs or expenses incurred as a result of such new or revised regulations.

b. Method of Reimbursement and Payment Terms

Reimbursement for the actual costs of expenditures incurred by CONTRACTOR under this Agreement shall be made only upon presentation to the AUTHORITY of an itemized billing invoice which

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indicates, at a minimum, an itemization of expenses for the services provided minus all program revenue received.

CONTRACTOR shall submit invoices once per month to the Authority Representative who shall review each invoice for compliance with the requirements of this Agreement and shall, within 10 working days of receipt, either approve or request additional information. In the absence of the AUTHORITY providing approval or a written request for information within 10 working days of receipt, the request shall be deemed approved. AUTHORITY may withhold payment whenever CONTRACTOR fails to provide a complete invoice until CONTRACTOR supplies AUTHORITY after a written notice of deficiency with a complete invoice including all documentation for actual expenses. CONTRACTOR shall respond to any such notice of deficiency in writing within fifteen (15) days, and payment will be due from the AUTHORITY within thirty (30) days after receipt of completed documentation for expenses incurred.

The format of the invoice shall be coordinated with the County of Marin Accounting Services and be directed electronically to the Authority's Representative in the agreed upon format and contain at a minimum.

- Company Name
- Remittance Address
- Contract number
- Invoice number
- Invoice date
- Payment Due date
- Program Operating Overhead Fee
- Allowable Non-Personnel Passthrough Expenses
- Outside Funding Sources
- Supporting Documentation

All outside funding sources collected from VSQG, PaintCare, sales of recyclables, or any other program will be deducted from monthly invoices sent to the AUTHORITY and clearly set forth with documentation in the monthly invoice.

Supporting documentation includes copies of all allowable expenses incurred by CONTRACTOR for Household Hazardous Waste activities such as, but not limited to, hauling, recycling, destruction and disposal, services such as used oil recycling, used oil filter recycling, hazardous waste hauling, latex paint recycling, battery recycling and hazardous waste treatment.

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8) RECORD KEEPING, REPORTING

- a. CONTRACTOR shall supply the following information to the AUTHORITY with monthly invoices within 30 days following the end of the month in which the service was performed:
 - ii) Receipts for approved expenses.
 - iii) Collection and disposal related paperwork including but not limited to:
 - (1) Number of households provided with Household Hazardous Waste services and number of VSQG served for the preceding period.
 - (2) The jurisdiction of origin for each of the households and VSQGs serviced.
 - (3) The materials by types and tonnages of Household Hazardous Waste Materials received by generator type (residential, VSQG, Load Checking Program and Abandoned Waste) to the extent reasonably practicable.
 - (4) EPA Identification Numbers and fees charged to each VSQG. Reuse It Marin Program metrics, which would include, but not be limited to the pounds of materials by type reused by the public.
 - (5) Manifests, bills of lading and other shipping records.
 - (6) Receipts for VSQG, PaintCare, E-Waste or other recycling monies collected.
 - (7) Daily and weekly inspection checklists.
 - iv) A summary of any incidences involving a spill or emergency response.
- b) CONTRACTOR shall supply the following information to the AUTHORITY on a quarterly basis:
 - i) Quarterly intensive cleaning expenses which include labor costs and approved materials shall be included with the monthly invoice line items separately.
- c) CONTRACTOR shall track and make available to AUTHORITY reports for the following:
 - i) Training log and materials; training certificates; subcontractor contracts; permits/equipment certifications, and any other operational data as deemed necessary for oversight of the HHW Facility.
 - ii) Survey data obtained from customers to evaluate participant satisfaction with the HHW Facility and the Program. Surveys will be designed in collaboration with the HHW Program Manager to be distributed to the participants and collected by HHW Facility staff as requested by the Director or Authority Representative.
- d) CONTRACTOR shall respond to requests for review of documentation listed above within five (5) business days after a request from AUTHORITY.
- e) By execution of this Agreement, the AUTHORITY authorizes CONTRACTOR to act as the AUTHORITY's "Authorized Representative" (as defined by the Resources Conservation and Recovery Act, codified in 40 CFR 260.10). CONTRACTOR shall supply all data needed to complete the State mandated

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reports, including the annual report (Form 303), as covered in the Operations Plan.

- f) CONTRACTOR agrees to assist AUTHORITY in the preparation of other regulatory reports.
- g) AUTHORITY may delegate the signing of Manifests and bills of lading to CONTRACTOR on behalf of AUTHORITY. Bills of lading may be used when appropriate.

9) HHW FACILITY PERSONNEL

- a) CONTRACTOR shall provide AUTHORITY with the name of the HHW Program Manager and the HHW Facility Supervisor that will be responsible for overseeing the services provided in this Agreement. The parties hereby acknowledge that the HHW Program Manager and HHW Facility Supervisor are key personnel whose services are a material inducement to the AUTHORITY to enter into this Agreement and without whose services the AUTHORITY would not have entered into this Agreement.
- b) The HHW Program Manager and HHW Facility Supervisor are deemed to be especially experienced and key personnel of CONTRACTOR, and shall be directly involved in performing, supervising, or assisting in the performance of the services under this Agreement. These key personnel shall communicate with and periodically report to the AUTHORITY regarding progress of the work.
- c) If AUTHORITY and CONTRACTOR are unable to agree to the HHW Program Manager and/or the HHW Facility Supervisor pursuant to this Paragraph 9, AUTHORITY and CONTRACTOR shall meet and confer to seek resolution of the differences between the Parties regarding key personnel. If the Parties are not able to resolve such differences, the Parties shall thereafter establish a mutually agreeable wind down and termination schedule for this Agreement on agreed terms and conditions to provide for a smooth transition of services to the next Contractor.
- d) If feasible, CONTRACTOR shall notify AUTHORITY in writing at least 60 days prior to any changes in the HHW Program Manager and/or the HHW Facility Supervisor under this Agreement. If there are changes to the HHW Program Manager and HHW Facility Supervisor, AUTHORITY and CONTRACTOR shall seek agreement for the replacements. The provisions of paragraph.c above shall apply in the event the Parties are not able to reach agreement.

10) FACILITY MAINTENANCE

- a) General Maintenance. Throughout the term of this Agreement, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain the HHW Facility and improvements (including, without limitation, general cleaning and maintenance, landscaping, utilities, emergency equipment, storage tanks, reuse lockers and all

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equipment supplied by CONTRACTOR in commercially acceptable usable condition for an industrial facility use, condition and in good repair. AUTHORITY shall have no obligation to improve, alter, repair, remodel or maintain the HHW Facility or improvements in any way whatsoever, except to the extent repairs or maintenance are required as improvements requested by the AUTHORITY or to the extent AUTHORITY agrees in writing to such maintenance or improvement as a result of a natural disaster event (including, without limitation, an earthquake, fire or flood) causing damage to, or destruction of, the HHW Facility that would result in closure, except to the extent that such damage or destruction is caused or aggravated by CONTRACTOR.

- b) Quarterly Maintenance. CONTRACTOR shall provide a thorough cleaning and maintenance of the HHW Facility on a quarterly basis as outlined in **Exhibit E-3**. Costs associated with quarterly HHW Facility cleanings shall be included in the proposed budget and listed separately from regular personnel costs. CONTRACTOR shall be compensated by AUTHORITY for all overtime hours worked by CONTRACTOR for quarterly intensive cleaning of the facility as shown in EXHIBIT E-3 not to exceed 80 hours or \$25,000.00. Overtime costs will be shown on the payroll record source documents. These costs are approved at rates listed **Exhibit E-3** and are not subject to the Program Operating Overhead Fee. These costs shall be invoiced quarterly per Section 8 of this Agreement.

11) MONTHLY MEETINGS

CONTRACTOR's HHW Program Manager and/or HHW Facility Supervisor shall meet monthly with Authority Representative to discuss any issues that may be affecting the services provided under this Agreement. AUTHORITY or CONTRACTOR shall have the ability to call a mandatory meeting between regularly scheduled meetings should an issue of an urgent nature arise. AUTHORITY shall provide a draft written summary of any decisions or actions taken or agreed upon in the monthly meetings. Said summaries shall be circulated to all meeting participants in draft for review and comment, and once the parties agree on the content of the minutes, the minutes shall be kept on file by Authority Representative for the term of the Agreement.

12) VSQG PROGRAM

- a) CONTRACTOR shall operate, and be responsible for, the VSQG Waste, under which it shall provide the appropriate handling, packaging, transportation, and disposal of Hazardous Waste generated by VSQGs.
- b) Subject to Legal Requirements, including compliance with applicable laws and regulations, VSQG Waste may be combined with the Household Hazardous Waste residential program's waste in order to minimize the number of containers transported for disposal.
- c) The VSQG Program shall be operated in compliance with Legal Requirements, including, but not limited to, Title 22 CCR 67450.25 as amended, and California

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Health and Safety Code Sections 25218-25218.12. The VSQG Program shall only provide hazardous waste collection, transportation, treatment and disposal services for those businesses within the Approved Service Area that meet the definition of a VSQG.

- d) CONTRACTOR shall provide information to interested businesses about the VSQG Program. Such information shall be created and paid for by AUTHORITY for distribution.
- e) CONTRACTOR shall verify business status, VSQG status, waste quantities generated, and costs for services provided by CONTRACTOR to participating businesses. AUTHORITY shall set and approve the fees for collection by CONTRACTOR as set forth in **Exhibit D, that are not already reimbursed by AUTHORITY under this Agreement**. CONTRACTOR shall deduct all monies collected from VSQG business from monthly invoices submitted to AUTHORITY. CONTRACTOR shall be responsible for scheduling and serving all VSQG appointments according to agreed upon HHW Facility operating hours and VSQG days of service.

13) PRODUCT STEWARDSHIP PROGRAM PARTICIPATION

- a) Product Stewardship Program Participation General Terms.
 - i) AUTHORITY shall work with Product Stewardship Organizations to determine where program participation would benefit the public.
 - ii) AUTHORITY will work with CONTRACTOR to evaluate management of product discards at the HHW Facility and factor savings and payments resulting from any such programs into the net cost of HHW Facility operations.
 - iii) CONTRACTOR shall provide data on actual costs, reimbursements, net costs, and supporting documentation for the management of such programs in the monthly invoice and reporting.
 - iv) Upon mutual agreement by Director or Authority Representative and CONTRACTOR, CONTRACTOR may contract directly with Product Stewardship Organizations for management of wastes handled at the HHW Facility unless prevented by law or regulation. Any payments from the Program Stewardship Organization to the CONTRACTOR will be credited to the AUTHORITY by the CONTRACTOR for management of the materials and reflected on monthly invoices.
- b) PaintCare
 - i) CONTRACTOR shall provide a paint stewardship program with PaintCare.
 - ii) PaintCare is a nonprofit paint stewardship organization that sorts and manages post-consumer paint for reuse, recycling, energy recovery, or safe disposal. All paint received at the HHW Facility shall be handled by CONTRACTOR as directed by AUTHORITY, including, without limitation, AUTHORITY direction to CONTRACTOR to bulk paint for disposal.

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- iii) CONTRACTOR shall contract directly with PaintCare for the transportation, recycling and disposal of PaintCare program-eligible products received at the HHW Facility. The AUTHORITY will submit a Letter of Authorization to PaintCare allowing CONTRACTOR to operate the HHW Facility as a private CONTRACTOR and handle PaintCare program-eligible products, including any program-eligible products that are added to the program from new State legislation.
- c) Electronic Waste
 - i) CONTRACTOR shall maintain status as an Approved Collector of Covered Electronic Waste with CalRecycle.
 - ii) CONTRACTOR shall comply with all requirements of Chapter 8.2 Electronic Waste Recovery and Recycling of Title 14 of the CCR and Chapter 23 Universal Waste Regulations of Title 22 of the CCR.
 - iii) CONTRACTOR shall apply for reimbursement of all covered electronic waste collected or handled by CONTRACTOR or its affiliates.
 - iv) CONTRACTOR shall provide data on actual costs, reimbursements, net costs, and supporting documentation for the management of covered electronic wastes in the monthly invoices and report as referenced in **Exhibit D**.
 - v) CONTRACTOR shall make reasonable efforts to utilize electronic waste recyclers holding a current E-Steward certification and shall inform the AUTHORITY of all shipments.

14) REUSE IT MARIN PROGRAM (RIMP)

- a) The AUTHORITY encourages the "Reuse, Reduce and Recycle" hierarchy. To minimize waste, a Material Reuse Program known as "Reuse It Marin" has been established at the HHW Facility by providing a room where products suitable for reuse are made available at no cost to the community.
- b) CONTRACTOR shall manage the RIMP by selecting products meeting the Quality Assurance Plan and will monitor the reuse area for compliance according to the Operation Plan.
- c) CONTRACTOR shall evaluate incoming materials on a case-by-case basis to determine its suitability for inclusion in the RIMP.
- d) CONTRACTOR shall ensure that products meet selection criteria for redistribution found in accordance with provisions of California Health and Safety Code Division 20, Chapter 6.5, Article 10.8 as set forth in the Operation Plan.

15) ESTABLISHMENT OF HOUSEHOLD HAZARDOUS WASTE CLOSURE RESERVE

California Code of Regulations, Title 22, Section 67450.25 (a)(3) requires Household Hazardous Waste Facilities to have an Operations Plan. A component of the Operations Plan is the Facility Closure Plan which details closure costs based on the maximum materials on the property; updated

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annually (CCR, Title 22, Sections 66265.110 - 66265.115, and Section 67450.30). A reserve must be maintained by the AUTHORITY for HHW Facility closure. The AUTHORITY is responsible for maintaining and establishing financial assurances for closure. Closure costs are calculated based on the maximum disposal costs for the greatest number of materials in the HHW Facility on any given day and the costs to clean and close the facility. These costs are not part of CONTRACTOR's budget proposal, but CONTRACTOR must submit these costs to the AUTHORITY annually with the current year budget proposal as covered in Section 6 of this Agreement. AUTHORITY shall procure the professional services of a consultant to assist the CONTRACTOR and AUTHORITY with the estimation of facility closure costs.

16) SUBCONTRACTORS

CONTRACTOR may subcontract for the services set forth under this Agreement, with the prior written approval by the Director or Authority Representative. CONTRACTOR is authorized to use the subcontractors listed in **Exhibit F** and additional subcontractors may be utilized upon prior written approval by the Director or Authority Representative.

17) COMPANY BOOKS and AUDIT OF RECORDS

CONTRACTOR shall maintain any and all documents and records demonstrating or relating to CONTRACTOR's performance of services under this Agreement. Records, including but not limited to ledgers, books of account, work progress reports, reimbursements, project records, proprietary data and information, as well as licensed software and any electronic records, invoices, vouchers, cancelled checks, or other documents or records evidencing or relating to work, services, employment records, timecards, and expenditures and disbursements charged to AUTHORITY 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 CONTRACTOR under this Agreement. All such documents or records shall be maintained for four years following the final payment under this Agreement. The CONTRACTOR shall make available such documents and records for audit, review and copying by AUTHORITY or AUTHORITY's Representative upon 10 days advance notice from AUTHORITY.

AUTHORITY shall have the right to request and receive any CONTRACTOR documentation or other information that is reasonably necessary for AUTHORITY to properly evaluate any CONTRACTOR invoices submitted to the AUTHORITY and to withhold payment pending receipt and evaluation of all information requested.

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In July 2025, AUTHORITY shall conduct an independent certified audit for fiscal years 23-24 and 24-25, and then annually beginning in July 2027 for FY 25-26 there shall be an independent certified audit of the CONTRACTOR's records of the expenses, profit and revenues for the previous period under this Agreement. The AUTHORITY shall obtain the services of an independent auditor to perform this audit, the cost of which shall be included in the annual approved AUTHORITY budget. The CONTRACTOR shall provide an adequate workspace within their administrative office for the auditor to perform the audit. During the audit CONTRACTOR 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 AUTHORITY and CONTRACTOR. If there are discrepancies between the audit and the amount paid by AUTHORITY, CONTRACTOR shall reimburse AUTHORITY for any amounts overpaid or AUTHORITY shall reimburse CONTRACTOR for any amounts underpaid.

18) CONTRACTOR REPRESENTATIONS AND WARRANTIES

In order to induce AUTHORITY to enter into this Agreement, CONTRACTOR represents and warrants (in addition to any other representations and warranties contained elsewhere in the Agreement) to AUTHORITY that the following statements are true, correct and complete:

- a) CONTRACTOR is a duly formed and validly existing corporation and is in good standing under the laws of the State of California, and that CONTRACTOR has all requisite power and authority to carry on the business of the CONTRACTOR, to enter into the Agreement and to consummate the transactions hereby contemplated and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over CONTRACTOR and over the services being performed hereunder.
- b) CONTRACTOR has requisite power and authority to enter into the Agreement and that the execution, delivery and performance of the Agreement have been duly authorized by the governing authority, if any, of CONTRACTOR and no other action is requisite to the execution, delivery and performance of the Agreement.
- c) CONTRACTOR is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to perform its obligations hereunder. In addition, CONTRACTOR's liquid assets are equal to or exceed the amount of any insurance deductibles. CONTRACTOR is able to furnish the tools, materials, supplies, equipment and labor required to perform its obligations hereunder.
- d) CONTRACTOR represents there are no actions, suits or proceedings pending or threatened against or affecting CONTRACTOR in any court of law or in equity, or before or by any governmental department, commission, board, bureau, AUTHORITY or instrumentality that: (a) might adversely affect the ability of any such person or entity to perform its respective obligations under the Agreement; or (b) involve any of CONTRACTOR's Household Hazardous Waste services.

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

- e) The Agreement has been duly authorized, executed and delivered and is valid and legally binding on CONTRACTOR.
- f) All of CONTRACTOR's work will be performed in a good and workmanlike manner, with care, skill and diligence, and in accordance with generally accepted and applicable professional practices and standards at the time services were rendered as well as all Legal Requirements and the Agreement, it being understood that acceptance of CONTRACTOR's work by AUTHORITY shall not operate as a waiver or release. CONTRACTOR shall strictly comply with and satisfy all Legal Requirements applicable to the services and equipment being provided hereunder. CONTRACTOR is a sophisticated Household Hazardous Waste CONTRACTOR who possesses a high level of experience and expertise in the business administration and management of facilities and services of the size, complexity and nature of the HHW Facility and services being provided hereunder. If any new law or regulation is enacted that significantly impacts the Legal Requirements and the ability of CONTRACTOR to perform its obligations under this Agreement or substantially increases its costs, CONTRACTOR shall notify AUTHORITY. The parties agree to reasonably meet and confer to amend the terms of this Agreement to accommodate the new legal requirements.
- g) The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent CONTRACTOR and shall control the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the AUTHORITY. In the event AUTHORITY exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.
- h) CONTRACTOR agrees to file federal and state tax returns and pay all applicable income tax liabilities for its employees as required by applicable law, real and personal property taxes (including any tax levied on a possessory interest, as defined in the California Revenue and Taxation Code, if applicable), general and special assessments, and other charges of every description on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold the AUTHORITY harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR's failure to pay, when due, all such employer taxes and obligations. In the event that AUTHORITY is audited for compliance regarding any withholding or other applicable taxes, CONTRACTOR agrees to furnish AUTHORITY with proof of payment of taxes on these earnings.
- i) In accordance with Government Code section 7550, CONTRACTOR agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of any report.
- j) CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed. In addition, if requested to do so by AUTHORITY, CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the AUTHORITY Clerk disclosing CONTRACTOR's or such other person's financial interests.

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- k) CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- l) CONTRACTOR shall recognize AUTHORITY's commitment to the following waste management hierarchy: (1) Source Reduction (Reduce, Reuse); (2) Recycle; (3) Treatment (Neutralization, Deactivation); (4) Environmentally Sound Incineration; and, finally (5) Land Disposal. AUTHORITY makes this commitment for the healthiest possible environment. AUTHORITY makes a commitment to inform the general public of Marin County of the importance of this hierarchy. CONTRACTOR shall support and further this commitment in action and attitude at all times.
- m) The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the CONTRACTOR by Legal Requirements with respect to the CONTRACTOR's duties, obligations and performance hereunder. CONTRACTOR's liability hereunder shall survive the expiration or termination of this Agreement. CONTRACTOR acknowledges that AUTHORITY and County are relying upon CONTRACTOR's skill and experience in connection with the services called for hereunder.

19) INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement, at its own expense, insurance as set forth in **Exhibit G** for coverage of claims for injuries to persons or damages to property which may arise from, or in connection with, the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

20) INDEMNIFICATION

CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release AUTHORITY, 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 CONTRACTOR's employees or agents, arising out of or in connection with the performance of CONTRACTOR under this Agreement, excluding liability due to the sole active negligence or sole willful misconduct of the AUTHORITY. Principles of comparative fault and apportionment shall apply to any claims or causes of action involving concurrent negligence of the Parties for purposes of final adjudication before a trier of fact or the settlement of a disputed claim. This indemnification obligation is not limited in any way the amount or type of damage or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. In addition, CONTRACTOR shall be liable to AUTHORITY for any loss or damage to AUTHORITY property arising from, or in connection with, CONTRACTOR's performance hereunder.

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

Notwithstanding the foregoing, the parties understand that CONTRACTOR's obligation to defend, indemnify, hold harmless and release AUTHORITY 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 Household Hazardous Waste by third parties after it has been loaded onto a Registered Hazardous Waste Transporter vehicle for transport to a Disposal Site, that has a valid permit, designated on a Manifest, and that as between the parties to this Agreement, CONTRACTOR shall not (for liability purposes or otherwise) be construed as either the generator or arranger of such Approved Household Hazardous Waste.

21) EVENTS OF DEFAULT; REMEDIES

This Agreement may be terminated by the non-defaulting party upon the occurrence of any of the following events of default.

- i) Either party fails to observe any material obligation specified in this Agreement and such failure is not cured within thirty (30) days of a notice specifying the breach by the other party, unless such failure cannot be cured within thirty (30) days but the defaulting party has commenced action to effect such cure within the thirty (30) day period and is thereafter diligently pursuing the same.
- ii) CONTRACTOR assigns this Agreement without express written consent of AUTHORITY as set forth in this Agreement.

22) FORCE MAJEURE

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government orders or laws; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (g) national, state or regional declared emergency that would impact the ability to comply with this Agreement; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar events beyond the reasonable control of the Impacted Party.

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

23) RIGHT TO INSPECTIONS

AUTHORITY shall have the right to reasonably enter the HHW Facility at any and all reasonable times during the normal business day throughout the Term of this Agreement for the purpose of inspecting the HHW Facility and CONTRACTOR's performance hereunder. The foregoing notwithstanding, AUTHORITY shall not unreasonably impede or impair CONTRACTOR's ability to discharge its obligations in connection with its inspection of the HHW Facility, and the Parties may reschedule to a mutually agreeable date and time should operational conditions require due to safety concerns.

CONTRACTOR shall reasonably notify AUTHORITY of any inspections conducted by CUPA, OSHA or other regulatory agency.

24) ATTORNEY'S FEES

If either party brings any claim, suit, action or proceeding against the other to enforce, protect, or establish any right or remedy arising out of this Agreement, each party shall bear their own costs and attorneys' fees associated with any such action.

25) NOTICES

All notices including bills, payments, change of address, and changes in Key Personnel or Owner, shall be made in writing and may be given by personal delivery, by U.S. mail, or courier with a copy sent via E-Mail. Note that E-mail service alone shall not be deemed proper notice under this Agreement and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occurs: (1) the date of actual receipt if mailed; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing by first class or certified U.S. mail.

AUTHORITY

Executive Director

1600 Los Gatos Drive, Suite 210

San Rafael, CA 94903

CONTRACTOR

President

Marin Recycling & Resource Recovery Association

565 Jacoby Street

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

San Rafael, CA 94901

With a copy to:

JPA Attorney

26) GENERAL PROVISIONS

a. Precedence Clause

The contract documents consist of this Agreement and its exhibits and the Operations Plan, as may be amended from time to time. In the event of a conflict between or among the contract documents, the documents shall be read together in order to harmonize to the extent feasible the meanings given, and in the event the conflict is not reconcilable the order of precedence shall be as follows: (1) the provisions of the main body of this Agreement, (2) the Exhibits, including Contractor's approved budget, and (3) the Operations Plan.

b. Assignment by Contractor

The experience and expertise of CONTRACTOR are material considerations for this Agreement. CONTRACTOR shall not assign or transfer, whether voluntarily, involuntarily, or by operation of law, its interest in this Agreement or any part thereof without the prior written approval of AUTHORITY. No such assignment or transfer for which AUTHORITY's prior written consent is required shall be valid or binding without said prior written approval, and then only upon the condition such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of the Agreement. An attempted assignment or transfer not in compliance with this section shall be grounds for AUTHORITY's immediate termination of the Agreement. Consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer. As used in this Section, the term "assignment" shall include a "more than 25% change in ownership of CONTRACTOR." A "more than 25% change in ownership of CONTRACTOR " shall mean, the transfer of the right to share in more than 25% of the profits of the general partnership or corporation. The foregoing notwithstanding, term "assignment" shall not include a transfer of CONTRACTOR's share interest in whole or in part to any existing shareholder's family members or a transfer to an affiliated entity of CONTRACTOR.

c. Assignment by Authority.

In the event that the Members of the AUTHORITY desire to dissolve the AUTHORITY, or the AUTHORITY otherwise ceases to exist, the County

PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

shall have the right, but not the obligation, to assume AUTHORITY's rights and obligations under this Agreement

d. Amendments.

This Agreement may be amended only by the AUTHORITY's governing body and CONTRACTOR in writing, unless otherwise stated.

e. No Implied Waiver

Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed to be a waiver of such a term, condition or provision of this Agreement. No waiver by either party shall subsequently affect its right to require strict performance of this Agreement.

f. Construction

CONTRACTOR and AUTHORITY acknowledge that each party has contributed to the drafting of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONTRACTOR and AUTHORITY further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

g. Captions

The section and subsection captions contained in this Agreement are intended for convenience of the reader and are not intended to have any substantive meaning.

h. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

i. Governing Law and Forum

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Marin.

j. Severability

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be invalid or illegal, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

**PROFESSIONAL SERVICES AGREEMENT FOR OPERATION OF THE MARIN
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k. Entire Agreement

This Agreement constitutes the complete and entire agreement between AUTHORITY and CONTRACTOR and fully supersedes any and all prior agreements or contemporaneous representations or understandings, verbal or oral, between the parties concerning in any way related to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of all parties.

WILL ADD THIS SECTION FOR SIGNATURES

;

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

EXHIBIT A

APPROVED HAZARDOUS WASTE LIST

Aerosols	Liquid cooking oil
Antifreeze	Oxidizers
Batteries	Paints
Caustics and corrosives	PCB waste (not including transformers or other equipment with PCBs)
Cleaners	Pesticides
Butane Tanks up to 5 Gallons	Poison/toxic-solids and liquids
E-waste and universal waste	Pool Chemicals
Flammable solids and liquids	Propane tanks
Miscellaneous wastes	Solvents
Mercury-containing devices	Used motor oil
Non-friable asbestos	Sharps*
Road Flares*	Vape Devices

**VSQG cannot bring these items to the HHW Facility.*

EXHIBIT B

PROHIBITED HAZARDOUS WASTE LIST

- Radioactive wastes
- Infectious wastes
- Biohazard wastes
- Explosives
- Ammunition
- Hard shell compressed gas cylinders (Except butane and propane tanks)
- Unstable wastes
- Electric Vehicle and High Capacity (greater than 300 Wh) Back Up Batteries

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EXHIBIT C

SCOPE OF SERVICES

1) CONTRACTOR's responsibilities for HHW Facility Oversight

- a) CONTRACTOR shall be responsible for all day-to-day operations associated with managing the HHW Facility and any programs, including the RIMP, providing for the safety of the employees and customers, and maintaining compliance with all applicable Legal Requirements, referencing the Operations Plan and industry best practices.
- b) CONTRACTOR shall comply with Legal Requirements applicable to Household Hazardous Waste Facility's for all Approved Household Hazardous Waste that CONTRACTOR accepts at the HHW Facility. These requirements begin when CONTRACTOR accepts the Approved Household Hazardous Waste at the HHW Facility, until an authorized officer of CONTRACTOR executes a Manifest or other shipping record for any Hazardous Waste requiring a Manifest or shipping record and authorizes the Approved Household Hazardous Waste to be loaded onto a Registered Hazardous Waste Transporter vehicle as provided in the Operations Plan.
- c) CONTRACTOR shall obtain all regulatory permits, approvals or other authorizations required to operate the HHW Facility, except AUTHORITY shall obtain the Permit by Rule from the CUPA and EPA ID numbers.
- d) Except for delays caused solely by AUTHORITY's failure to fulfil its obligation under this Agreement, CONTRACTOR shall at no time knowingly store Hazardous Wastes in excess of the maximum storage capacity for the HHW Facility as set forth in the DTSC Permit by Rule (Form 1094B).

2) HHW Facility Staffing and Management

- a) CONTRACTOR is responsible for staffing the HHW Facility to carry out the daily operations of the Program, including hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to HHW Facility personnel. The HHW Program Manager position will serve as the liaison between the HHW Facility and the AUTHORITY and therefore AUTHORITY shall have the ability to approve this individual as set forth in the Agreement. If complaints are received from third-parties related to the HHW Facility or its staff, the CONTRACTOR is responsible for addressing and resolving those complaints. Subject to applicable laws, including employment

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laws governing CONTRACTOR and its employees, AUTHORITY has the right to request this documentation.

- b) CONTRACTOR shall be the supervisor of HHW Facility staff and resolve any personnel issues or conflicts without AUTHORITY involvement.
- c) CONTRACTOR shall provide a minimum of 5 staff members including a HHW Program Manager and HHW Facility Supervisor to fulfil the services described in this Scope of Work. The staffing shall be adequate to serve the public and VSQGs in a timely and efficient manner.
- d) The HHW Program Manager shall be the point of contact for AUTHORITY that shall handle all comments, questions, and complaints. The person responsible shall have a cell phone and e-mail and be in control of all quality assurance, including oversight of all contract employees onsite. The HHW Program Manager shall perform daily, weekly, monthly, annual, and systematic inspections of the HHW Facility as required by regulatory requirements conditions, this Agreement, and/or the site Operations Plan to ensure compliance with all permit conditions.
- e) CONTRACTOR shall provide an adequate number of on-site qualified technical personnel capable of collecting, sorting, inspecting, identifying, bulking, packaging, labeling, transporting, disposing and documenting the various Hazardous Waste materials collected are available during the operating schedule to adequately meet the requirements of the Agreement.
- f) CONTRACTOR shall be expected to practice courtesy in all contacts with the public, AUTHORITY staff, and other vendors.
- g) CONTRACTOR shall provide dedicated staff to perform the duties agreed upon in this Agreement.
 - i) Staffing levels necessary to safely, efficiently, and cost effectively operate the daily activities of the HHW Facility are determined by the AUTHORITY's workplan and budget. CONTRACTOR shall obtain prior written approval from the Authority Representative prior to using any temporary staff. AUTHORITY approval for temporary staff shall not be unreasonably withheld. CONTRACTOR shall ensure that temporary staff meet all applicable safety and training requirements in this Agreement and in the Operations Plan.
 - ii) CONTRACTOR shall only assign employees to the HHW Facility who have undergone a background check investigation. CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency and monitoring their ability to correctly sort and package hazardous materials.
- h) CONTRACTOR shall provide the following staffing:

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Title	Position Description	# in Position
HHW Facility Supervisor	Oversees the daily safe and compliant operations of the HHW Facility and its staff.	1
HHW Tech III (Assistant Supervisor)	Assists the Facility Supervisor in the daily operations of the HHW Facility.	1
HHW Technician II	Assist with packaging, labeling, and shipments of waste.	2.7
HHW Technician I	Greet the public and handle universal waste and paint primarily.	2
HHW Program Manager	Manages agreement with the AUTHORITY, oversees administrative tasks, reporting and compliance associated with the operation of the HHW Facility.	1
HHW Operations Associate	Manages VSQG accounts, reuse and supports the Program Manager with administrative tasks.	1
Total Current Staffing		8.7

3) Personal Protective Equipment (PPE)

- a) CONTRACTOR shall provide proper personal protective equipment (PPE) to its employees as required to fulfill the terms of this Agreement. Each employee of CONTRACTOR is required to wear CONTRACTOR-issued PPE at all times during the operation of the HHW Facility. CONTRACTOR shall provide and ensure that all employee uniforms are standardized, neat, clean, and include a name tag or an embroidered name patch on the uniform shirt.
- b) CONTRACTOR shall provide its staff with appropriate PPE that complies with all CalOSHA and U.S. OSHA requirements for the activities being conducted at the HHW Facility and during waste transportation and disposal/treatment including but not limited to eye protection, protective clothing, gloves, work boots with protective toes, and respiratory protection. It is mandatory that all operation personnel wear appropriate safety equipment whenever working with heavy equipment, forklifts, barrels, chemicals, etc.
- c) CONTRACTOR is responsible for following all safety protocols required by County or state emergency orders and public health directives and supplying additional required PPE to staff as necessary. All CONTRACTOR personnel shall receive training in proper use and identification of PPE, respiratory protection, safe lifting and ergonomics, and other safety-related topics on an annual basis and as applicable to the employee's responsibilities.

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4) Public Education and Information

- a) CONTRACTOR shall ensure that AUTHORITY's printed brochures, flyers and handouts or newsletters shall be available to the public at the HHW Facility.
- b) The HHW Facility must have a dedicated telephone number that is answered by staff trained to answer Household Hazardous Waste-related questions during business hours. After hours, on weekends and holidays, the public shall be able to leave a voicemail message that will be returned on the first business day of the following week.
- c) A log of all complaints and resolutions of those complaints, responses and response times shall be documented and submitted to the Authority Representative.
- d) All HHW Facility staff will be trained to answer questions from the public regarding the Program and/or HHW Facility details. During all operating hours, there must be permanent staff proficient in English and Spanish.
- e) Hours of operation and Fees for VSQG's shall be posted at the HHW Facility as approved by the AUTHORITY during the budget and workplan approval process.
- f) CONTRACTOR shall provide a convenient method for VSQGs to schedule appointments via the HHW Facility's website, phone and dedicated email address.

5) Daily Operations

Daily operations of the HHW Facility are detailed in the Operations Plan.

6) Hours of Operations

- i) Hours of Operations for accepting Household Hazardous Waste from households and VSQGs are detailed in the Operations Plan and are subject to change by mutual agreement of the AUTHORITY and CONTRACTOR to stay within the approved budget or to better accommodate the needs of the community.

7) Environmental, Health, and Safety Compliance

- a) CONTRACTOR shall prepare and implement a site-specific health and safety program. This program must address precautionary measures necessary to protect the health and safety of all users and occupants of the facility, including, without limitation, members of the public, AUTHORITY staff, other AUTHORITY CONTRACTOR's, and CONTRACTOR's personnel. The program must also identify incident reporting and follow-up procedures that ensure that best management practices are maintained to prevent injury, harm or illness to workers, users, and occupants of the facility. CONTRACTOR's work is subject to

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applicable standards of safety and prudence and in compliance with all applicable laws and best practices.

- b) At a minimum, this program must include the following:
 - i) Incident reporting procedures for incidents resulting in injury. The program must include a requirement that these incidents be tracked and reported to the AUTHORITY within 24 hours of occurrence.
 - ii) A data management system that contains incident information that is made available to the AUTHORITY should the AUTHORITY request data or a report related to the information stored within the system.
 - iii) A follow-up process whereby CONTRACTOR shall evaluate all incidents and provide recommendations and training for improved health and safety practices. These follow-up procedures must be reported to the AUTHORITY by CONTRACTOR in writing within 96 hours of the incident.
 - iv) CONTRACTOR 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(£) (2), and shall keep such records on site at all times for inspection by the AUTHORITY.
 - v) CONTRACTOR shall ensure that its staff follows all safety protocols in place at the HHW Facility, including storing and consuming all food and drinks in the office area or outside the HHW Facility. Smoking is not permitted within the fenced HHW Facility perimeter.
 - vi) CONTRACTOR shall maintain a safety matrix to document safety trainings by CONTRACTOR's employees. The matrix shall be maintained and kept at the HHW Facility at all times and an electronic and hard copy shall be available to the AUTHORITY.
 - vii) No additional compensation shall be provided to CONTRACTOR for preparing, implementing, and modifying general changes to company-wide plans such as the health and safety program, nor shall additional compensation be provided for training of CONTRACTOR's personnel in health and safety procedures that are already covered by the CONTRACTOR.

8) Trained and Qualified Personnel

- a) CONTRACTOR shall use qualified staff trained in hazardous waste management, 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 to the HHW Facility.

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- b) The following mandatory trainings will be arranged and paid by AUTHORITY. These shall occur on Mondays when the facility is not open to the public.
 - i) 40-Hours HAZWOPER
 - ii) 24-Hours HAZWOPER (for non-operational employees)
 - iii) 8-Hours HAZWOPER
 - iv) DOT
 - v) Universal Waste
- c) Should other training be required by new State and/or Federal regulations, these will be required by the CONTRACTOR. In addition, additional training may be considered by CONTRACTOR with AUTHORITY having final approval over such additional training.
- d) Trainings that are specific to the general operation of any business operation such as general safety meetings and trainings that address property-specific topics (e.g., emergency evacuation procedures, respirator fit testing, forklift training) and reinforce safe work practices requirements for employees, are the responsibility of the CONTRACTOR.
- e) All training courses, whether internal or external, shall be tracked in the CONTRACTOR's database, and each course shall be assigned a general category and specific code and include duration. When individuals attend specific training courses, the course code and date of attendance shall be entered into CONTRACTOR's database. Information contained in the CONTRACTOR's database shall include:
 - (1) Employee name and hire date.
 - (2) Course code or class name.
 - (3) Date of course completion.
 - (4) Certification expiration date (if applicable); and
 - (5) The training provider (e.g., company or instructor's name).
 - (6) Trainings shall occur during regular hours of operation unless specified in approved AUTHORITY's budget and workplan.

9) Manifest, Loading, and Shipping Records

- a) In accordance with the Operations Plan, CONTRACTOR shall properly pack and label all waste under all Legal Requirements ensuring certified haulers transport any waste to appropriate destinations. CONTRACTOR shall maintain records and track all waste to its final destination.
- b) CONTRACTOR shall prepare Manifests, bills of lading, and other shipping records in compliance with Legal Requirements and provide copies of all such documentation to AUTHORITY. CONTRACTOR is responsible for the accuracy and completeness of all Manifests and bills of lading and ensure that each

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

document is consistent with the relevant Waste Profile documentation for a specific waste stream.

- c) CONTRACTOR shall sign all Manifests, bills of lading and other shipping records for all waste types leaving the HHW FACILITY.
- d) The AUTHORITY agrees to approve the Waste Profile documentation for each waste type tendered to CONTRACTOR.
- e) CONTRACTOR shall correct all errors and discrepancies on Manifests, bill of lading and other and other shipping records and shall make subsequent notifications to State and Federal regulatory agencies as required. The AUTHORITY shall not be responsible for payment of additional costs due to Manifest or bill of lading errors due to the sole error of CONTRACTOR.
- f) CONTRACTOR shall ensure that all Hazardous Waste is properly packed in a manner that complies with all Legal Requirements. All waste containers shall be sealed, labeled, and removed from the packing area. All containers shall be stored in the designated waste storage areas according to hazard class and chemical compatibility until the scheduled shipment date. CONTRACTOR shall ensure that all Hazardous Waste packaged and stored at the HHW FACILITY is transported to a permitted treatment, storage and disposal facility or recycler within one year from receipt at the HHW FACILITY. The waste containers shall be loaded onto a transportation truck using a forklift or other loading device.
- g) No Prohibited Hazardous Waste shall be knowingly accepted at the HHW FACILITY without Authority Representative's prior written approval. However, in the event a waste item is inadvertently accepted and later identified as Prohibited Hazardous Waste, such as explosives or radioactive materials, CONTRACTOR shall handle the waste directly, or through specialty subcontractor. CONTRACTOR shall request quotes from different vendors to determine the most cost-effective service and seek written approval from the Authority Representative to use a specialty subcontractor to handle any conceivable type of waste. Specialty subcontractor's will be identified as required, as new waste streams are encountered and approved in writing by the Authority Representative.

10) Handling Unknowns

- a) All containers received at the HHW Facility shall be checked by CONTRACTOR for labels, and CONTRACTOR must ask participants to confirm contents. If there is no label but the participant can identify the container's contents or use, then CONTRACTOR shall write the identity on the container with an indelible marker. Unknowns, whether identified by the person

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delivering them or not, will be segregated from other materials until an "unknowns characterization" is performed.

- b) CONTRACTOR shall perform unknown characterizations or verification testing onsite using a variety of analytical test methods. Once the chemical properties are determined, chemicals with similar hazards shall be packaged together by CONTRACTOR by DOT classification. Any chemicals that are not compatible will be placed by CONTRACTOR in their own containers for disposal.
- c) AUTHORITY cannot anticipate all possible new and other types of waste needing management during the term of this Agreement, including materials due to changes in applicable law. In such an instance AUTHORITY and CONTRACTOR shall meet and confer to amend the Approved Household Hazardous Waste list and waste disposal costs and fees to address the new Approved Household Hazardous Waste.

11)Above Ground Storage Tanks

CONTRACTOR shall be required to manage Above Ground Storage Tanks as outlined in the Operations Plan and in compliance with all Legal Requirements. CONTRACTOR shall be required to inspect each aboveground hazardous waste storage tank (e.g. containing used oil and antifreeze) daily (Sunday through Wednesday).

12)Spill Prevention, Clean-up, and Emergency Notification

- a) CONTRACTOR shall use appropriate methods, equipment and practices required by Legal Requirements as well as industry-recommended approved methods, equipment and practices to ensure that no discharges, releases, spills or leakage occur during the collection, packaging, loading, transportation, storage and disposal of wastes managed as detailed in the Spill Management Section of the Operations Plan.
- b) CONTRACTOR shall immediately notify appropriate local emergency response agencies, including fire and police departments, hospital(s) and the Director and Authority Representative should an emergency event occur (as defined in the Operations Plan). CONTRACTOR shall notify the Director and Authority Representative immediately and provide written reports of any accident involving personal injury, near misses, accidents, customer incidents, or property damage within 48 hours following an incident.

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13) AUTHORITY Responsibilities for HHW Facility Oversight

AUTHORITY is not responsible for the HHW Facility operations. However, the AUTHORITY shall be responsible for the following:

- a) AUTHORITY shall execute and submit to DTSC all permit applications, notifications or other permit documents required by DTSC for operation of the HHW Facility pursuant to this Agreement.
- b) AUTHORITY shall obtain and maintain an EPA Generator Identification Number for the HHW Facility.
- c) AUTHORITY shall approve the use of qualified subcontractors and Registered Hazardous Waste Transporters to remove any Hazardous Waste that is required by law to be transported from the HHW Facility with a Manifest.
- d) AUTHORITY agrees that it is, and accepts the responsibilities of, the Generator or Producer of the Household and VSQG Hazardous Waste accepted by CONTRACTOR at the HHW Facility in accordance with this Agreement.
- e) AUTHORITY shall be responsible for creating and paying for all public information materials including printed brochures, flyers, handouts and the website.

EXHIBIT D

VSQG FEES MUST BE APPROVED BY AUTHORITY BOARD (To be added)

EXHIBIT E COMPENSATION FOR OPERATIONAL EXPENSES

1. Personnel Expenses (FY26 Proposed)

a. Classified Personnel

Title	Hourly Wage	Annual Wage	Wages with 2.5% COLA*
HHW Technician (Tech I)	\$27.74	\$57,699	\$59,142
HHW Technician (Tech I)	\$28.85	\$60,008	\$61,508
HHW Specialist (Tech II)	\$34.92	\$72,634	\$74,449
HHW Specialist (Tech II)	\$31.84	\$66,227	\$67,883
HHW Specialist (Tech II) Part Time-30hs	\$40.14	\$62,618	\$64,184
HHW Assistant Supervisor (Tech III)	\$34.41	\$71,573	\$73,362
HHW Supervisor	(Salaried)	\$163,050	\$167,126
HHW Operations Associate	\$28.55	\$59,384	\$60,869
HHW Program Manager	(Salaried)	\$105,000	\$107,625
TOTAL		\$718,193	\$736,148

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

*2.5% COLA is for illustrative purposes only. Any wages will be determined by CONTRACTOR and discussed as part of the budget process each year.

b. Full Cost Benefits

Vacation Pay	\$65,503
Group Life/Health Insurance	\$143,030
Worker's Compensation	\$58,716
Retirement	\$66,625
Payroll Taxes	\$63,106
Total	\$396,981

c. Total Budgeted = Classified Personnel + Full Cost Benefits

Classified Personnel	\$736,148
Full Cost Benefits	\$396,981
Total Personnel Expenses	\$1,133,129

2. Calculation of Program Operating Overhead Fee

The Program Operating Overhead Fee includes administrative expenses related to billing, invoicing, accounting, human resources, payroll, insurance, and other general operational expenses such as general building maintenance (not including quarterly cleanings as required under this Agreement), janitorial and utilities.

The following is for illustrative purposes only.

Total Personnel Expenses * 15% = Program Operating Overhead Fee

$$\$1,111,735 \quad * \quad 15\% = \$169,969$$

The calculation is based on actuals for personnel expenses and is submitted monthly per approved mutually approved invoice format.

Monthly Program Operating Overhead Fee

$$\$169,969 \quad / \quad 12 \quad = \quad \$14,164.11$$

3. Allowable Non-Personnel Passthrough Expenses

- a. Waste Disposal Expenses
- b. eProcessing Network expenses for VSQG payments

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

- c. Approved Supplies and Equipment for Operation of the HHW Facility
- d. Documented Facility rent/lease expenses

EXHIBIT E-1

List of Existing HHW Facility Equipment

All items in this list must be approved in writing by the Authority Representative before repairs or replacement may be authorized.

Equipment Used for Quarterly HHW Facility Maintenance

- Air Compressor- Used for Quarterly HHW Facility Maintenance
- Air Gun- Quarterly HHW Facility Maintenance
- Generator - Quarterly HHW Facility Maintenance
- Wet/dry Vacuum (Shop Vac) - Quarterly HHW Facility Maintenance

Large Equipment

This includes equipment previously purchased by CONTRACTOR and reimbursed by AUTHORITY. CONTRACTOR is responsible for general maintenance and upkeep of these items.

- Eye Waste Station*
- Fume Hood*
- Gates at the Facility*
- Hazardous Materials Storage Cabinets*
- Oil Filter Crusher*
- Oil Tank*
- Shelving for Operational Supplies*

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

EXHIBIT E-2

List of Approved Supplies and Equipment for Operation of the HHW Facility

These items will be reimbursed at cost by the AUTHORITY to the CONTRACTOR.

Clothing & PPE Supplies

- Body Protection
- Ear Protection
- Filters
- Gloves
- Masks
- Safety Boots
- Safety Glasses
- Safety Vest
- Coveralls (and subscription service for laundering)

Supplies & Materials

Absorbent	Drums (Metal and Polypro, 5 and 55 Gallons)	Over Packs 75 Gallons	Testing Paper (pH)
Adhesive	Dry Wall	Plastic Wrap	Vermiculite
Asbestos Bags	Duct Tape	Plywood	Wooden Tables
Boxes UN Tri-Wall, Non-UN Tri-Wall, Lab pack	Fluorescent light boxes (4 and 8 feet)	Pocket Knife	Wrench
Brooms	Fuel (fork lift and loader)	Screw Drivers	
Clear Duct Tape	Metal Straps	Shovels	
Door Lock Security System	Metal Table		
Drum Liner Rolls	Other Testing Papers	Tarps	

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Equipment

Aluminum placard/Signs mount	Motor oil kit rack
Carts	Pallet Jack
Directional Signs	Scale
Dolly	Metal Storage Units where the waste is stored
Drum Grabber	Secondary Containers
Ladders (various heights)	Reuse Rooms

HHW Specific Office Supplies

- Tablets
- Backup battery for tablets
- Payment System for VSQGs
- Bags for deposit

Travel & Conferences (for HHW Program Manager)

- NAHMMMA Conference
- Transportation to Conference
- Hotel for Conference

Professional Dues and Subscriptions (for HHW Program Manager)

- NAHMMMA Membership

Waste Disposal Fees

EXHIBIT E-3

HHW FACILITY MAINTENANCE

HHW Facility Maintenance Schedule

- Number of staff needed shall not exceed 5.
- Number of hours to clean the HHW Facility shall not exceed 20 hours per cleaning or 80 hours.
- Cost for four intensive cleanings of the facility shall not exceed \$25,000.00
- Cleaning activities may change if mutually agreed to in writing by CONTRACTOR and Authority Representative.
- These hours should be shown separately from regular work hours and will be submitted with the monthly invoices.

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

Overtime Rates

Title	Hourly Wage	Time and a half	Double time
HHW Technician (Tech I)	\$27.74	\$41.61	\$55.48
HHW Technician (Tech I)	\$28.85	\$43.28	\$57.70
HHW Specialist (Tech II)	\$34.92	\$52.38	\$69.84
HHW Specialist (Tech II)	\$31.84	\$47.76	\$63.68
HHW Assistant Supervisor (Tech III)	\$34.41	\$51.62	\$68.82
Hourly Total	\$157.76	\$236.64	\$315.52

Cleaning is estimated at 20 hours. 8 of these hours are at the 1 ½ times rate and the remaining 12 are calculated at the double time rate.

Maintenance Month	Activity	Max # of Hours	Max # of Workers	Estimated Cost
July	Clean and paint the roofs of the white buildings.	20	5	\$5,679
September	Clean the secondary containers and paint all the white buildings.	20	5	\$5,679
December	Clean the secondary containers and paint all the yellow rails.	20	5	\$5,679
March	Clean the inside of the storage and the outside secondary containers.	20	5	\$5,679
		80		\$22,717

EXHIBIT F

Approved list of Subcontractors

1. ACT
2. Safety Clean
3. Renew Computers
4. GAICIA
5. Call2Recycle
6. Interstate Batteries
7. PaintCare

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

EXHIBIT G

Insurance Requirements

1. CONTRACTOR shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, a minimum Scope of Insurance. Coverage shall be at least as broad as: (a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 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) Workers' 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.
2. **Minimum Limits of insurance.** CONTRACTOR shall maintain limits no less than:
 - a. Commercial General Liability: (Insurance Services Office Form CG0001), \$3 Million per occurrence and \$6 Million policy annual aggregate, for bodily injury, personal injury and property damage.
 - b. Automobile Liability Insurance, any owned and non-owned vehicle (Insurance Services Office Form No. CA0001), \$3 Million per accident for bodily injury and property damage.
 - c. Professional Errors and Omissions Insurance: \$2,000,000 per occurrence or claim, \$4,000,000 aggregate, with tail coverage for an extended reporting period of five (5) years.
 - d. Worker's Compensation Insurance, as required by the State of California; Statutory minimum. CONTRACTOR and its carrier shall not be entitled to recover any costs, settlements, or expenses of Worker's Compensation claims arising out of this agreement.
 - e. 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.
 - f. Pollution Liability Insurance. \$6 Million each occurrence, \$6 Million policy annual aggregate.
3. **Deductible and Self-Insured Retention.** Any deductibles or self-insured retention shall be declared to, and approved by, the AUTHORITY.

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

4. Other Insurance Provisions.

- a. Commercial General Liability, Automobile Liability and Pollution Liability Insurance policies shall contain, or shall be endorsed to contain, the following provisions:
 - i. The AUTHORITY and its members, contracted AUTHORITY employees and volunteers shall be named as additional insureds.
 - ii. The CONTRACTOR's insurance coverage shall be primary insurance as respects the AUTHORITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the AUTHORITY, its members, officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - iii. 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 AUTHORITY.
- b. The Automobile Liability policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL I005, TL I007 and any other endorsements that may be required by federal or state authorities.
- c. 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:
 - i. The "Retro Date" shall be shown and shall be before the date of the Agreement or the beginning of contract work.
 - ii. 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.
 - iii. 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 CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
 - iv. A copy of the claims reporting requirements shall be submitted to the AUTHORITY for review.

Marin Permanent Household Hazardous Waste Collection Program Agreement Exhibits

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. A non-admitted insurer shall have a Best's rating of no less than A-X.
 - a. **Verification of Coverage.** CONTRACTOR shall furnish the AUTHORITY with a Certificate of Coverage verifying the required insurance policies and coverage and shall provide AUTHORITY with portions of the insurance policies or endorsements of such policies satisfying the requirements of this Section, to the reasonable satisfaction of AUTHORITY. Upon AUTHORITY written request, CONTRACTOR shall provide AUTHORITY with certified copies of the required insurance policies and pertinent endorsements, within thirty (30) days after AUTHORITY's request.
6. CONTRACTOR 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.
7. **Policy Obligations.** CONTRACTOR's indemnity shall not be limited by the foregoing insurance requirements.
8. If CONTRACTOR, 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. AUTHORITY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, AUTHORITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, AUTHORITY may deduct from sums due to CONTRACTOR any premium costs advanced by AUTHORITY for such insurance. These remedies shall be in addition to any other remedies available to the AUTHORITY.

STAFF REPORT – ITEM 6

TO JPA Board of Directors
FROM Meilin Tsao, Waste Management Specialist
SUBJECT Waste Characterization Report Study
DATE June 16, 2025

In the Fall of 2024, ZWM went into contract with SCS Engineers to conduct a Waste Characterization Study (WCS) with the goal of analyzing the material composition of the waste sent to landfill in Marin County. This was the first-ever WCS that encompassed all of Marin County's geographic areas, previous WCS' only covered the service areas of the haulers that chose to conduct their own studies.

The physical characterization portion of the study was conducted over two 1-week periods in December 2024 and January 2025 at Redwood Landfill in Novato, a facility owned and operated by Waste Management, dba WM. During those two weeks, 80 200-LBS samples were collected and sorted into 74 pre-determined material categories.

To gather additional data on self-haul material—waste not collected by the five franchised haulers—a visual characterization was conducted for one week in March 2025. Due to safety concerns raised by WM, this portion of the study was moved from Redwood Landfill to the Marin Resource Recovery Center. The self-haul section of the WCS Report also includes bulky-item collection data provided by the franchised haulers. This additional information was gathered by ZWM staff per a recommendation from the JPA's Local Task Force (LTF). Attached is the final Waste Characterization Study Report, prepared by SCS Engineers. Laura Johnson from SCS Engineers will present the results of the waste characterization study, including the study's methodologies, fieldwork details, the key findings, and top recommendations for ZWM. The Board will have an opportunity to ask questions, and if appropriate, provide direction to staff. Staff will collaborate with the LTF to develop an implementation plan, with a report due in the fall. If additional resources are required, staff will include a budget allocation request as part of the plan.

RECOMMENDATION

Staff recommend that your Board 1) Approve the Final Waste Characterization report and 2) Authorize staff to develop and return with an implementation plan based on the recommendations outlined in the Final Waste Characterization Report.

ATTACHMENTS

1. Final Zero Waste Marin Waste Characterization Study Report 6-2025
2. SCS Engineers Presentation



MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Corte Madera County of Marin Fairfax Larkspur
Mill Valley Novato Ross San Anselmo San Rafael

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 _____



Final Zero Waste Marin Waste Characterization Study Report

Zero Waste Marin
1600 Los Gamos, Suite 210
San Rafael, CA 94903
(415) 464-7491

SCS ENGINEERS

01224157.00 | June 03, 2025

4683 Chabot Drive, Suite 200
Pleasanton, CA 94588
925-426-0080

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Appendix I	Self-Haul Material Diversion Classifications

1.0 EXECUTIVE SUMMARY

The Marin County Hazardous and Solid Waste Management Joint Powers Authority, better known as Zero Waste Marin (ZWM), selected SCS Engineers (SCS) to conduct a physical characterization study of the waste generated within Marin County's geographic boundaries. The goal of this project is to understand the level of recoverable material in the landfill waste stream generated in the county by commodity type. The study began in the winter of 2024 over a two-week sampling period to establish the composition of the material being sent to landfill within the county. The data collected during the study will guide ZWM as staff expands and/or develops new waste diversion and reduction programs.

Based on information provided by Zero Waste Marin, SCS developed a sampling protocol that detailed the field procedures, sampling plan, and material categories for sorting. SCS coordinated with Marin County waste haulers to haul specific routes to Redwood Landfill. The routes were identified and rerouted based on the collection data provided by each hauler. The material selected shows a distribution across the county for commercial, multi-family, and residential sectors. Roughly eight 200-pound samples were selected per day from landfill loads for two non-consecutive weeks in December 2024 and January 2025 (Monday through Friday), totaling 80 samples. These 80 samples were sorted into 74 material categories.

Each sample's composition was calculated by dividing each material component's weight by the entire sample weight. The individual material compositions for each sample were averaged to derive the overall summary of material composition in **Table 1**.

Table 1. Material Composition by Sector Type

Material Type	Overall	Commercial	Multi-Family	Residential	Self-Haul
Paper	12.6%	12.8%	12.3%	12.5%	4.2%
Glass	2.3%	2.8%	2.9%	1.6%	2.0%
Metal	2.9%	2.8%	4.0%	2.7%	6.0%
Plastic	14.9%	15.4%	13.6%	14.6%	2.6%
Food	23.9%	25.2%	24.8%	22.2%	0.7%
Yard Waste	2.7%	3.5%	3.9%	1.3%	4.4%
Other Organics	8.6%	7.6%	5.9%	10.6%	7.4%
Textiles	6.2%	6.7%	6.4%	5.5%	6.3%
Inerts	0.9%	0.8%	0.6%	1.1%	30.3%
HHW	3.3%	4.4%	3.9%	1.9%	14.1%
Other	21.6%	18.0%	21.7%	25.9%	22.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%

A total of 60 percent of the sorted material could be diverted from landfills through available programs within the county. Of this material, 35 percent is compostable. Compostable material includes the food, yard waste, and the other organics categories. The top recyclable and compostable material categories are listed in **Table 2**.

Table 2. Top Recyclable and Compostable Materials Found in the Landfill Stream

Top Recyclable Materials Found	Top Compostable Materials Found
Mixed Paper	<u>Not Donatable – Food (Non-Meat)</u> : fruits, vegetables, baked goods
Cardboard	<u>Inedible Food Scraps</u> : bones, peels, shells
Other Magnetic Metal	Other Compostable Paper



Based on these findings, SCS recommends that ZWM focus its waste reduction and diversion programs towards the compostable material found in the landfill waste stream. Of the compostable material found in the waste stream, 24 percent is food. Focusing outreach and education efforts on the diversion of food waste will have the greatest impact on the waste stream within the county. It is recommended that ZWM focus this outreach towards the commercial sector as it was found to have the highest levels of food waste in the waste stream.

Additionally, the visual characterization of self-hauled waste identified that majority of incoming loads contained a mix of materials. The two largest recoverable materials found within the sampled self-haul loads at the Marin Resource Recovery Center are bulky items and yard debris and trimmings. SCS recommends ZWM educate residents and junk haulers on the importance of separating their self-haul loads for disposal. This will help reduce the amount of recoverable material sent to landfills.

2.0 INTRODUCTION

Zero Waste Marin is comprised of representatives from Marin's 11 cities and towns, Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, Tiburon; and the Unincorporated County of Marin. ZWM's mission is to protect natural resources by promoting source reduction of waste through reuse, repair, and more mindful purchasing.

ZWM selected SCS Engineers to conduct a physical characterization of the waste generated within the county. The primary objectives of the study were to:

1. Identify the level of recoverable material in the landfill waste stream generated in the county, by commodity type.
2. Identify if specific business sector types are contributing substantial quantities of recyclable and compostable materials to the waste stream.

3. Collect data in compliance with SB 1383 (2016) and AB 2346 (2024) that will help inform ZWM's waste diversion programs and outreach efforts.

The physical waste characterization began in the Winter of 2024 over a two-week sampling period to establish the composition of the material being sent to landfill within the county. While the study provides a valuable snapshot of waste generation and disposal behaviors, it is important to recognize that waste composition can vary seasonally due to changes in consumer behavior, weather conditions, and holiday-related activities. For example, winter months may see increased food waste due to holiday gatherings or reduced yard waste due to dormant landscaping. These seasonal influences should be considered when interpreting the findings and applying them to year-round waste diversion planning and program development.

SCS coordinated efforts with the haulers servicing in-county households and businesses.

1. Bay Cities Refuse
2. Marin Sanitary Service
3. Mill Valley Refuse Service
4. Recology Sonoma Marin
5. Tamalpais Community Services District

These haulers conducted special routing to allow SCS to conduct the detailed waste characterization. The study included commercial, multi-family, and single-family residential waste delivered to Redwood Landfill.

Over the two weeks of sampling at Redwood Landfill, a total of 80 samples were collected and sorted into 74 material categories. The study methods and results detailed below will inform ZWM staff of focus areas for waste reduction and diversion strategies.

3.0 METHODOLOGY

Based on information provided by ZWM staff and waste haulers in the county, SCS developed a sampling protocol that detailed the field procedures, sampling plan, and material categories for sorting. SCS selected eight 200-pound samples per day from loads bound for the landfill for two non-consecutive weeks (Monday through Friday), totaling 80 samples.

3.1 SAMPLING PLAN

ZWM identified four waste sectors to be included in the study.

1. **Commercial Waste** - Waste collected by a waste hauling company from businesses, institutions, and public venues. For this study, collection vehicles were rerouted for sampling to Redwood Landfill for disposal.
2. **Single-Family Residential Waste** - Waste collected by a waste hauling company from single-family residences (including townhouses or buildings with up to four residential units). It typically arrives at the solid waste facility in side-loading packer trucks.
3. **Multi-Family Residential Waste** - Waste collected by a waste hauling company from multi-family properties such as apartments and condominiums with more than four residential units. Waste from multi-family properties is typically collected along with commercial waste in

front-loading packer trucks; however, special routes were arranged to collect solely from multi-family properties for this study.

4. **Self-Hauled Waste** - Waste that is brought to solid waste facilities by the resident or business that generated it. This sector also includes contractors such as landscaping companies and renovators that deliver waste generated during their business operations.

SCS created a sampling plan based on the 2023 annual collection data provided by the five waste haulers within the county. Samples were selected to be representative of the waste generated in each jurisdiction within the county. The percentage of material generated by each business sector and jurisdiction was calculated based on the provided data. This percentage was then used to identify the number of samples for each sector to be included in the study, of which all jurisdictions with over one percent of the total percentage were represented. Jurisdictions with one percent or fewer of the reported tons were not included in the sampling plan. This was done to keep the sampled material representative of the material disposed within the county.

Table 3 outlines the collection data reported by each hauler and displays the sample distribution amongst the waste generator sectors. **Table 4** outlines the sampling plan by jurisdiction based on the data provided.

Table 3. Sample Selection

Sector	Tons Collected	Percent of Total	Number of Samples
Commercial	48,713	48%	38
Multifamily	12,030	12%	10
Residential	40,168	40%	32
Overall	100,911	100%	80

Bulky item collection data was provided by the five franchised waste haulers. However, due to the variability in the data provided, it is outlined separately in **Section 5.4**.

Table 4. Jurisdiction Sample Selection

Sector	Tons Collected	Percent of Total	Planned Number of Samples	Number of Samples Pulled
Belvedere	717	1%	0	0
Corte Madera	3,599	4%	3	3
Fairfax	2,075	2%	1	1
Larkspur	6,171	6%	4	3
Mill Valley	5,241	5%	4	4
Novato	23,318	23%	19	19
Ross	883	1%	0	0
San Rafael	30,060	30%	24	24
Sausalito	2,374	2%	2	3
San Anselmo	3,922	4%	4	4
Tiburon	3,002	3%	3	3
Unincorporated	19,549	19%	16	16
Total	100,911	100%	80	80

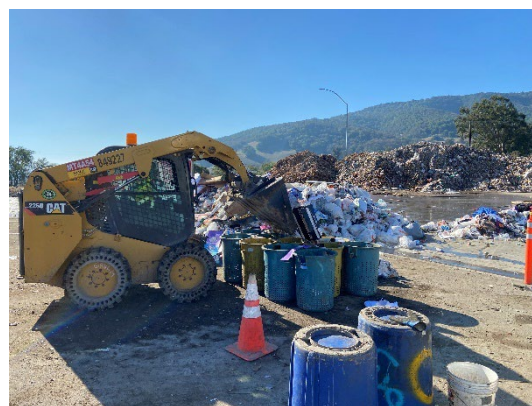
3.2 FIELD METHODS

SCS relies on proven protocols and a trained crew to ensure meticulous fieldwork and consistent results. The team consisted of two SCS field managers and six hand sorters. Both Field Managers have experience supervising waste characterization studies. It is standard for one Field Manager to collect samples while another supervises the team of hand sorters.

3.2.1 Sample Selection

The SCS Sampling Manager oversaw the selection and collection of each waste sample. The five waste haulers provided special truck routing to Redwood Landfill for inclusion in the waste characterization study. The Sampling Manager monitored trucks entering the facility. This individual utilized the site-specific sampling plan to identify which trucks to stop for further waste screening. Based on the sampling plan, the Sampling Manager stopped trucks and interviewed the driver to obtain details on the waste contained in the vehicle and the city of origin. If the sample met the criteria for sampling and sorting, the Sampling Manager would direct the driver of the truck to a designated area where the entire waste load would be discharged.

SCS staff worked closely with the scale house at Redwood Landfill and each of the five haulers to identify trucks to collect samples. Drivers that conducted special routing procedures to capture specific waste streams were



automatically routed to the designated sampling area by the scale house. After the truck was safely emptied, the SCS Sampling Manager visually inspected the waste to confirm the load should be sampled.

Once the truck emptied its contents in the designated sampling area, SCS supervisors followed the steps below to obtain a sample:

- The SCS sampling supervisor visually divided the waste load into eight subsections. A section is randomly chosen for sampling. At this point the supervisor directed facility staff operating a skid steer to scoop a sample from the selected section.
- The Sampling Manager arranged a collection of 32-gallon containers to capture the sample. The sample was dumped from the skid steer onto the containers, as shown in **Figure 1**.
- Once the sample is adequately placed in the containers, the Sampling Manager weighed each container until a weight of approximately 210-215 pounds was calculated. SCS sampling protocol includes extra sample material if some is lost during the sorting process.
- The team of hand sorters then assisted the Field Manager to transport the containers to the sorting area and place the sample on the table.
- SCS noted sample origin, sector, hauling company, date of collection and sorting, and any unique information about the sample on the data form.

3.2.2 Sorting Procedure

SCS uses the hand sort procedure based on the ASTM procedure D 5231- 92. The waste samples were placed on a sorting table and separated by hand into the 74 pre-determined material type categories as follows.

- The work crew loaded each sample onto the sorting table as shown in **Figure 2**. The team then hand-sorted the materials into the material categories defined in **Appendix A**. Large, heavy, or bulky waste items were placed directly into the appropriate container for subsequent weighing.
- Plastic bags of trash were opened, and work crew members manually segregated each item of waste until all the identifiable components were placed into the proper container. The remaining material was swept off the platform and placed in a separate container for “mixed residue”.
- Upon completion of sorting each sample, the containers of segregated materials were moved to the scale where the SCS site manager checked each category for homogeneity, weighed,



Figure 2. Sorting Table

and recorded the net weight on the waste sample record. Measurements were made to the nearest 0.01 pound.

- After the weight of each waste material had been recorded, the materials were placed into designated areas for landfill disposal.

3.3 DIVERSION ANALYSIS

Each of the 74 material categories was classified into one of four divertibility groups:

Divertible Materials - This includes materials for which source reduction programs or methods, collection programs, and/or recycling infrastructure exist.

Compostable Materials - This includes green waste materials that are appropriate for municipal composting programs.

Potentially Divertible - This includes materials for which methods and/or technology exist for recycling, reuse, or other beneficial uses, although programs to collect and process the materials are limited or nonexistent in Marin County.

Other Materials - This includes materials that do not fit any of the definitions above and that are not easily diverted from disposal.

Table 5. Material Diversion Classifications

Material Components	Diverible	Compostable	Potentially Diverible	Other	Material Components	Diverible	Compostable	Potentially Diverible	Other
PAPER					YARD WASTE				
Uncoated Corrugated Cardboard	X				Leaves and Grass		X		
Newspaper	X				Chips, Prunings, Trimmings		X		
White Ledger	X				Branches, Stumps		X		
Mixed Paper	X				Other Recycleable Wood		X		
Aseptic Cartons / Gable-top			X		OTHER ORGANICS				
Paper/Fiber Food Service Ware				X	Manure		X		
Remainder/Composite Paper				X	Other Compostable Paper		X		
GLASS					Remainder/Composite Organic				X
CRV Glass Bottles and Containers	X				Clean Dimensional Lumber		X		
Non-CRV Glass Bottles and	X				Clean Engineered Wood		X		
Other Glass				X	Pallets & Crates		X		
METAL					TEXTILES				
Steel/Tin Cans	X				Cloth and Clothing			X	
Aluminum Cans – CRV	X				Shoes, Purses, Belts			X	
Aluminum Cans – Non-CRV	X				Carpet			X	
Other Ferrous	X				Other				X
Other Non-Ferrous	X				INERTS				
Remainder/Composite Metal				X	Concrete			X	
PLASTIC					Asphalt			X	
PETE Bottles – CRV	X				Clean Gypsum Board			X	
PETE Bottles – Non-CRV	X				Rock, Soil, and Fines			X	
PET Thermaforms	X				Remainder/Composite Construction & Demolition			X	
HDPE #2 Colored Containers	X				HAZARDOUS & E-WASTE				
HDPE #2 Neutral Containers	X				Paint	X			
PP #5 Containers	X				Vehicle and Equipment Fluids			X	
Other Plastic Containers (3, 4, 6, 7)	X				Used Oil and Oil Filters	X			
Bioplastics				X	Large Rechargeable Batteries	X			
Recyclable Plastic Film			X		Household Batteries	X			
Nonrecyclable Film				X	Universal Waste Electronic Devices (UWED)	X			
Durable Plastic Items	X				Covered Electronic Waste	X			
Expanded Polystyrene				X	Fluorescent Tubes	X			
Remainder/Composite Plastic				X	Treated Wood Waste				X
FOOD					Propane Gas Cylinders	X			
Potentially Donatable – Vegetative		X			Pharmaceuticals	X			
Potentially Donatable – Eggs,		X			Sharps	X			
Potentially Donatable – Meat		X			Vapes			X	
Potentially Donatable –		X			All Other HHW				X
Potentially Donatable – Packaged		X			RESIDUE/OTHER				
Not Donatable – Meat		X			Bulky Items				X
Not Donatable – Non-meat		X			Tires	X			
Inedible		X			Remainder/ Composite Special Waste				X
					Mixed Residue/Other				X

4.0 RESULTS

The material weights were gathered in the field and recorded into a spreadsheet database. Each sample's composition was calculated by dividing each material component's weight by the entire sample weight. The individual material compositions for each sample were averaged to derive the overall summary of material composition. The detailed sample results display the 10 major material categories and 74 subcategories, with a 95 percent confidence interval, and are shown in **Appendices B - E**. The confidence interval provides a range for which with 95 percent confidence the composition of that material will fall. For materials with a confidence interval greater than the composition the lower limit should be interpreted as 0.0%.

4.1 OVERALL MSW

A summary of average material compositions is displayed in **Exhibit 1**. As shown in **Exhibit 1**, Food Waste, Other Materials, and Plastic were the dominant material classes found in Marin County's overall municipal solid waste (MSW) stream. The largest contributors to the Food Waste category were "Not Donatable – Non-meat" (10.0 percent) and "Inedible Food" (8.3 percent). The Other Material category is largely comprised of "Mixed Residue" (20.8 percent). Nonrecyclable plastic film made up half (7.0 percent) of the plastics found in the waste stream.

Exhibit 1. Overall MSW Composition

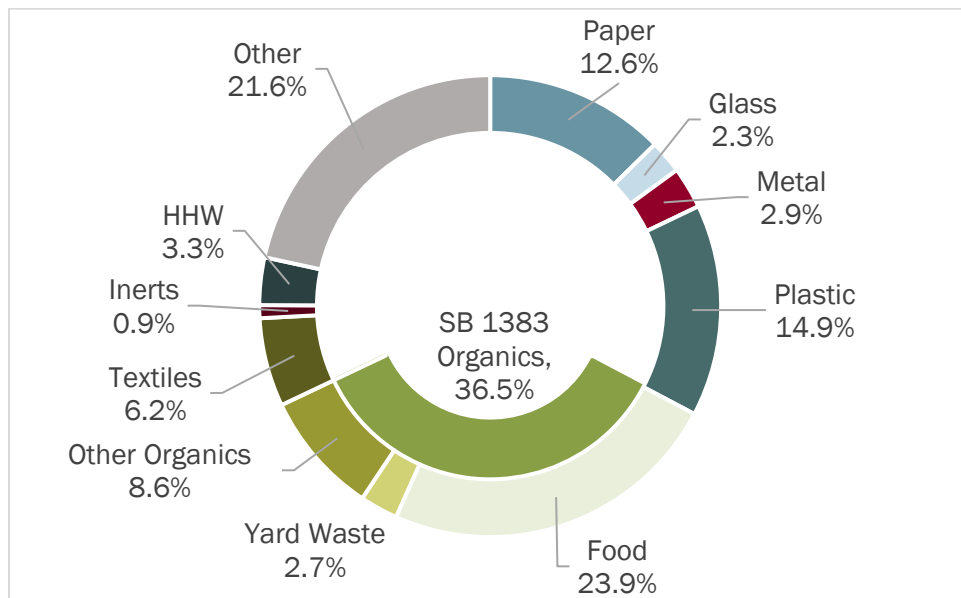


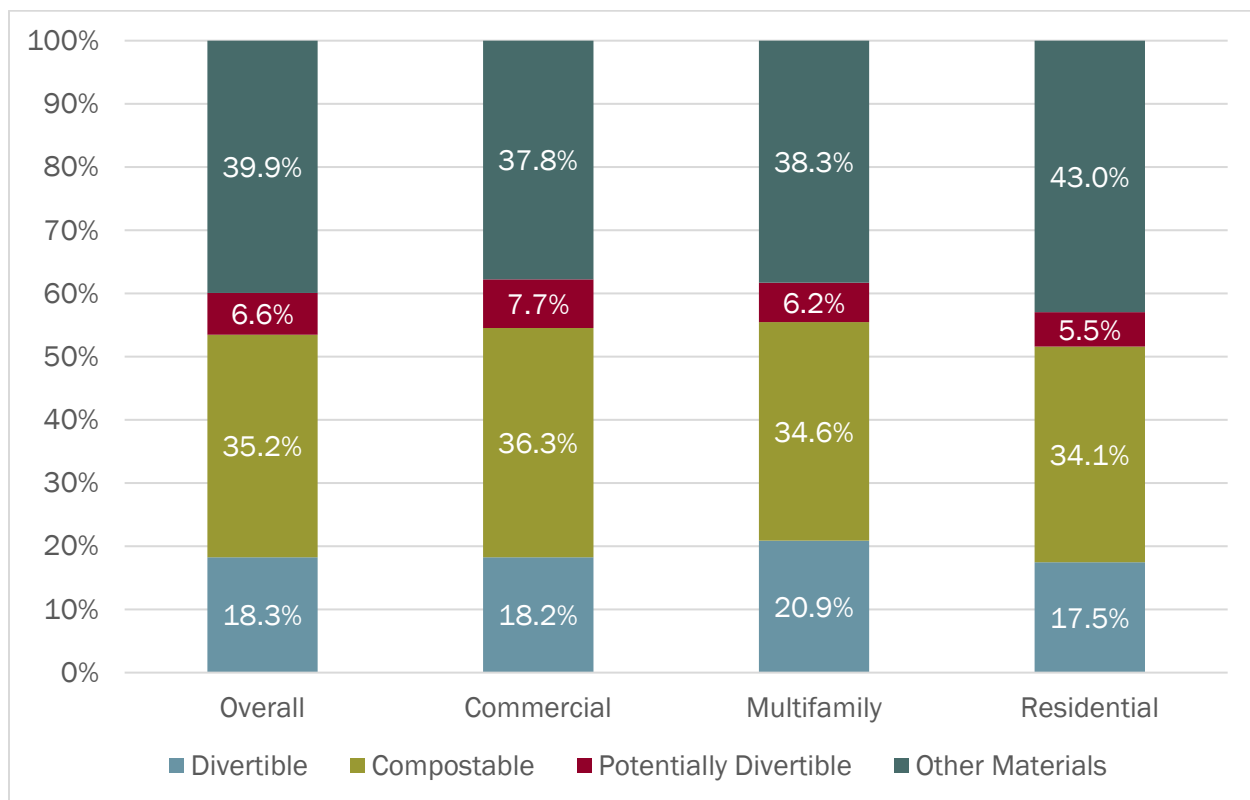
Table 6 identifies the top ten material types found in the County's waste stream.

Table 6. Top Ten Material Compositions

Rank	Composition	Material Type	Diversion Classification
1	20.8%	Mixed Residue/Other	Other Material
2	10.0%	Not Donatable – Food Non-meat	Compostable
3	8.3%	Inedible Food	Compostable
4	7.1%	Other Compostable Paper	Compostable
5	7.0%	Nonrecyclable Film	Other Material
6	4.7%	Mixed Paper	Divertible
7	3.2%	Paper/Fiber Food Service Ware	Other Material
8	3.2%	Cloth and Clothing	Potentially Divertible
9	2.1%	Potentially Donatable – Vegetative (Perishable/Fresh)	Compostable
10	1.8%	Remainder/Composite Plastic	Other

As shown in **Exhibit 2**, about 60 percent of the overall Marin County waste stream can be classified as divertible, potentially divertible, or compostable.

Exhibit 2. Overall Diversion Assessment



4.1.1 SB 343 Considerations

SB 343 prohibits the use of the chasing arrows recycling symbol on packaging unless the material is considered to be recyclable in at least 60 percent of California recycling programs as determined through a waste characterization study conducted by CalRecycle. The 2024 preliminary findings of this study identify the percent of California's population with collection access for each material type. A majority of the ZWM material categories classified as divertible align with the findings of CalRecycle's SB 343 waste study.

Materials that are not recyclable countywide are detailed below:

- Aseptic / Gable top containers are classified as potentially divertible in ZWM's study. CalRecycle's [SB 343 Revised Preliminary Findings Report](#) found that 72 – 74 percent of California's population has access to recycling collection programs accepting Aseptic / Gable top containers.

Aseptic / Gable top containers will continue to be sold in California with the chasing arrows symbol on their packaging and marketed for recycling under SB 343. A complete list of material types and associated recycling accessibility rates can be found in **Appendix B**. The highlighted grey material categories are determined to be captured in less than 60 percent of California recycling programs.

The information provided above reflects the category list of materials designated recyclable in the SB 343 Final Findings Report released April 4, 2025.

4.2 COMMERCIAL MSW

As shown in Exhibit 3, Food Waste, Other Materials, and Plastic were the dominant material classes found in Marin County's commercial waste stream. The largest contributors to the Food Waste category were "Not Donatable – Non-meat" (10.4 percent) and "Inedible Food" (9.2 percent). The Other Material category is largely comprised of "Mixed Residue" (16.6 percent). Nonrecyclable plastic film made up half (7.3 percent) of the plastics found in the waste stream.

Exhibit 3. Commercial MSW Composition

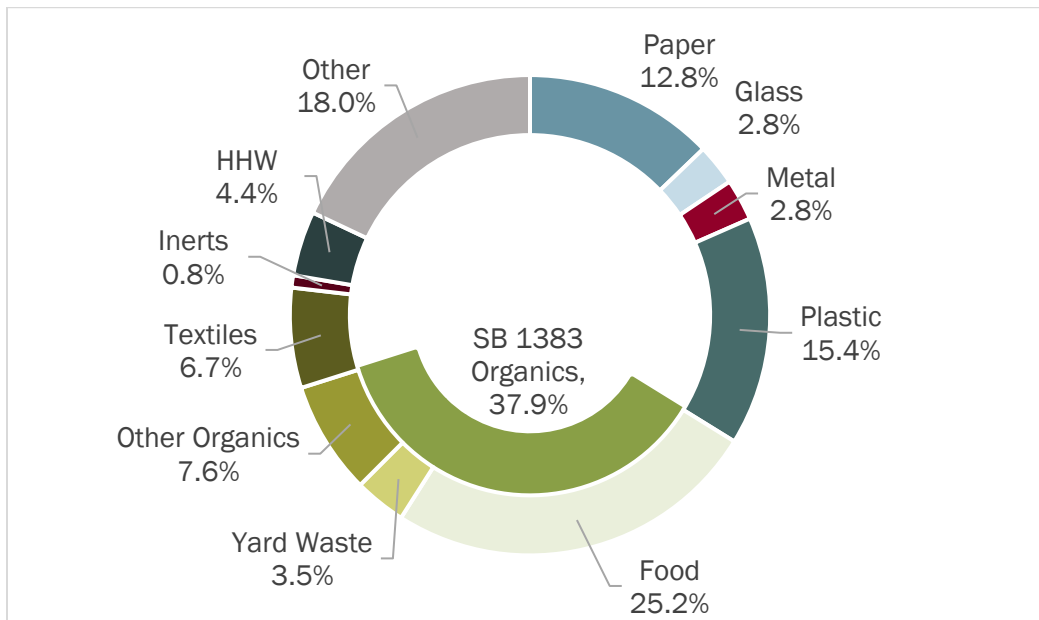


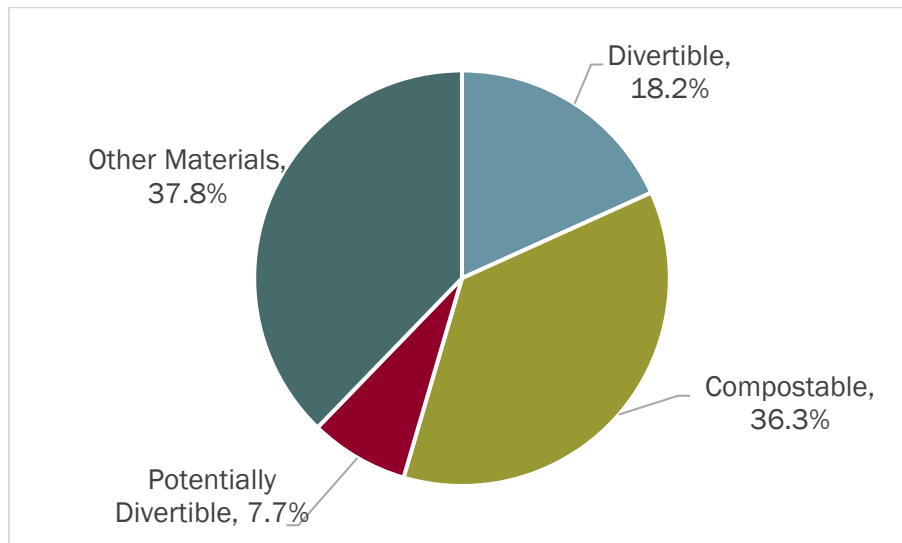
Table 7 identifies the top ten material types found in the County's commercial waste stream.

Table 7. Top Ten Commercial Material Compositions

Rank	Composition	Material Type	Diversion Classification
1	16.6%	Mixed Residue/Other	Other Material
2	10.4%	Not Donatable – Non-meat	Compostable
3	9.2%	Inedible Food	Compostable
4	7.3%	Nonrecyclable Film	Other Material
5	6.8%	Other Compostable Paper	Compostable
6	4.0%	Cloth and Clothing	Potentially Divertible
7	4.0%	Mixed Paper	Divertible
8	4.0%	Paper/Fiber Food Service Ware	Other Material
9	2.9%	Potentially Donatable – Vegetative (Perishable/Fresh)	Compostable
10	2.1%	Leaves and Grass	Compostable

As shown in Exhibit 4, about 62 percent of the commercial Marin County waste stream can be classified as divertible, potentially divertible, or compostable.

Exhibit 4. Commercial Diversion Assessment



4.3 MULTI-FAMILY MSW

As shown in **Exhibit 5**, Food Waste, Other Materials, and Plastic were the dominant material classes found in Marin County’s multi-family residential waste stream. The largest contributors to the Food Waste category were “Not Donatable – Non-meat” (11.7 percent) and “Inedible Food” (6.1 percent). The Other Material category is largely comprised of “Mixed Residue” (21.7 percent). Nonrecyclable plastic film made up just over half (7.3 percent) of the plastics found in the waste stream.

Exhibit 5. Multi-Family MSW Composition

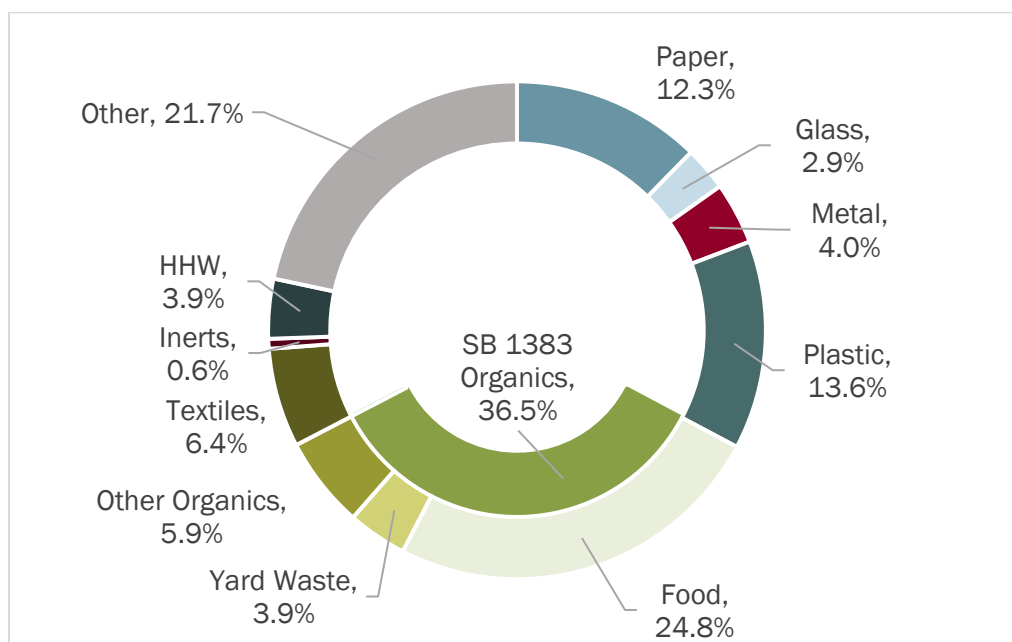


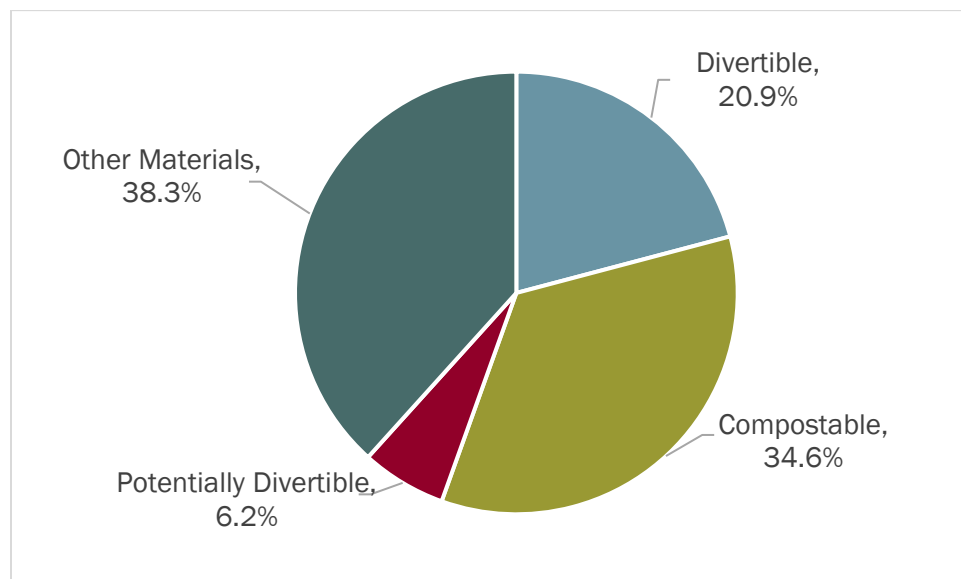
Table 8 identifies the top ten material types found in the County’s multi-family residential waste stream.

Table 8. Top Ten Multi-Family Material Compositions

Rank	Composition	Material Type	Diversion Classification
1	21.7%	Mixed Residue/Other	Other Material
2	11.7%	Not Donatable – Non-meat	Compostable
3	6.1%	Inedible Food	Compostable
4	5.3%	Other Compostable Paper	Compostable
5	5.1%	Mixed Paper	Divertible
6	5.1%	Nonrecyclable Film	Other Material
7	3.2%	Cloth and Clothing	Potentially Divertible
8	2.9%	Paper/Fiber Food Service Ware	Other Material
9	2.9%	Not Donatable – Meat	Compostable
10	2.9%	Leaves and Grass	Compostable

As shown in **Exhibit 6**, about 62 percent of the Marin County multi-family waste stream can be classified as divertible, potentially divertible, or compostable.

Exhibit 6. Multi-Family Diversion Assessment



4.4 SINGLE-FAMILY RESIDENTIAL MSW

As shown in **Exhibit 7**, Other Materials, Food Waste, and Plastic were the dominant material classes found in Marin County’s single-family residential waste stream. The Other Material category is largely comprised of “Mixed Residue” (25.6 percent). The largest contributors to the Food Waste category

were “Not Donatable – Non-meat” (9.1 percent) and “Inedible Food” (7.9 percent). Nonrecyclable plastic film made up half (7.3 percent) of the plastics found in the waste stream.

Exhibit 7. Residential MSW Composition

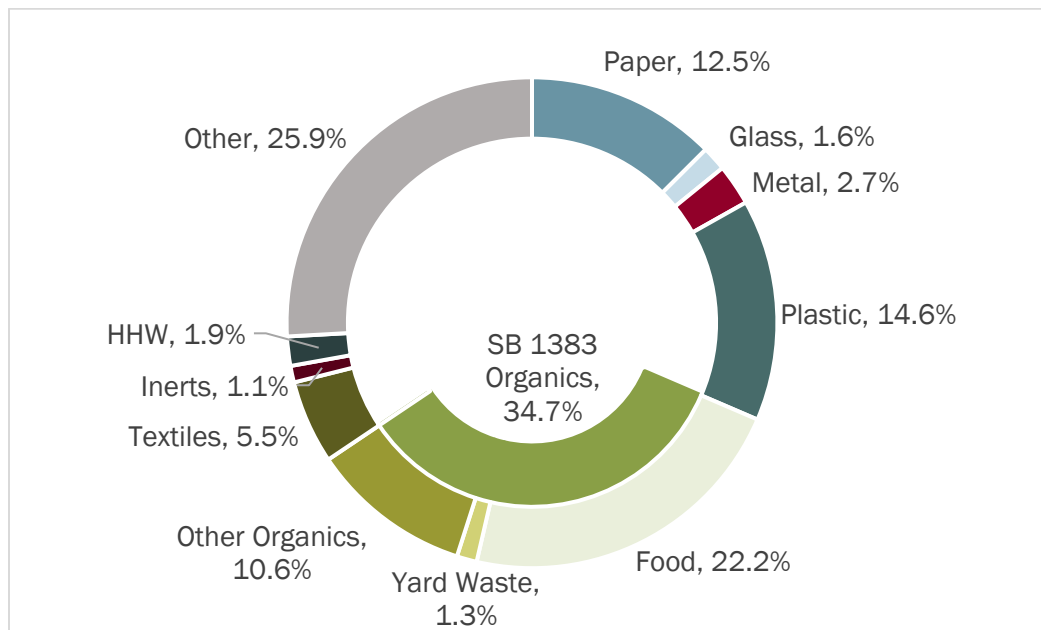


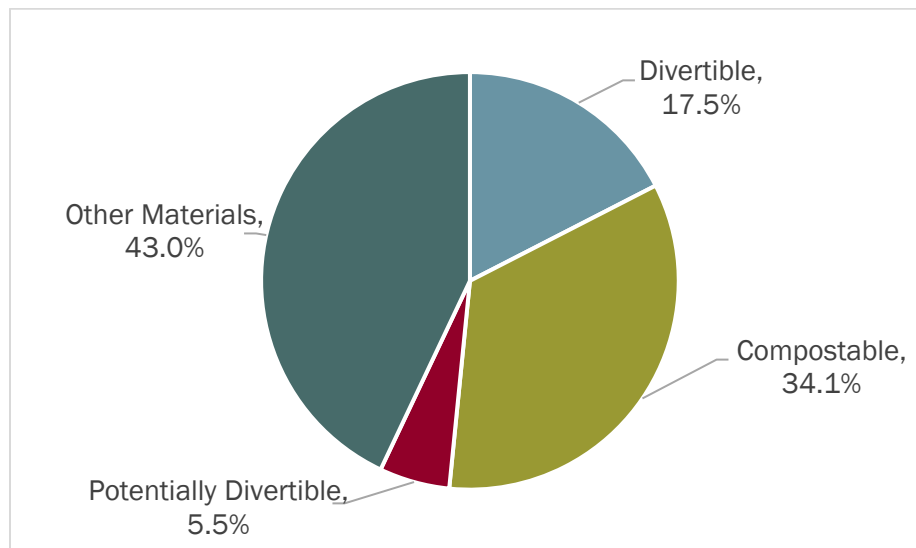
Table 9 identifies the top ten material types found in the County’s single-family residential waste stream.

Table 9. Top Ten Single-Family Material Compositions

Rank	Composition	Material Type	Diversion Classification
1	25.6%	Mixed Residue/Other	Other Material
2	9.1%	Not Donatable – Non-meat	Compostable
3	8.0%	Other Compostable Paper	Compostable
4	7.9%	Inedible Food	Compostable
5	7.3%	Nonrecyclable Film	Other Material
6	5.4%	Mixed Paper	Divertible
7	2.5%	Paper/Fiber Food Service Ware	Other Material
8	2.2%	Other Textiles	Other Material
9	2.1%	Cloth and Clothing	Potentially Divertible
10	2.0%	Remainder/Composite Plastic	Other Material

As shown in **Exhibit 8**, about 57 percent of the Marin County single-family waste stream can be classified as divertible, potentially divertible, or compostable.

Exhibit 8. Single-Family Diversion Assessment



4.5 JURISDICTIONAL ASSESSMENT

The compositions of the samples for each jurisdiction, including Unincorporated Marin County (Unincorporated) were calculated by dividing each material component's weight by the weight of the entire sample. The samples sorted for each jurisdiction were then averaged and the percentages are displayed in **Exhibit 9**.

It's important to note that the design did not encompass every jurisdiction in Marin County. The results presented below should be interpreted with discretion regarding specific jurisdictions. While the results provide valuable insights into the targeted locations, they may not hold true for each jurisdiction within the county due to the parameters of this study. Additionally, due to relative waste generation, only one sample for Fairfax was collected.

Exhibit 9. Jurisdiction MSW Composition

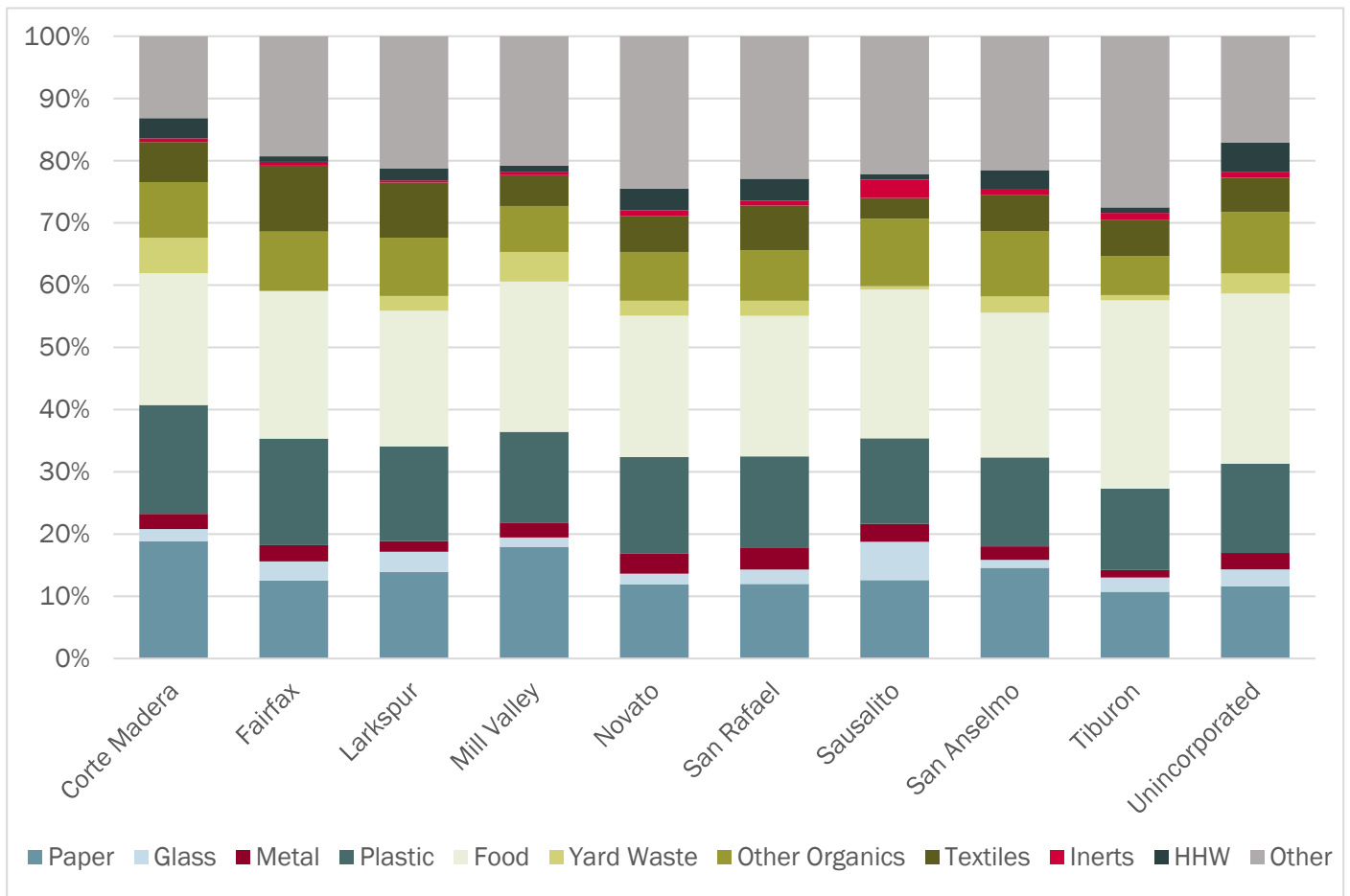
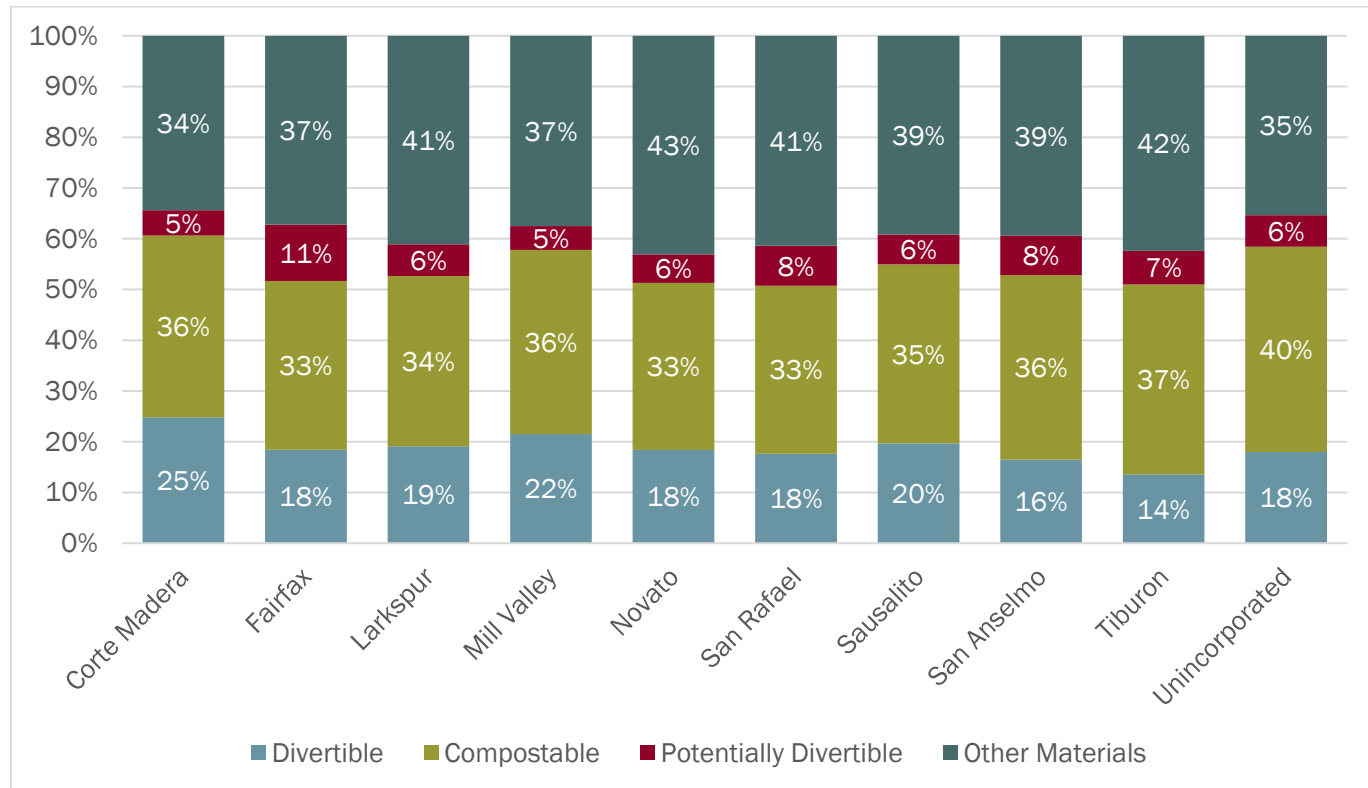


Exhibit 10 displays the divertibility of the collected material for each jurisdiction.

Exhibit 10. Jurisdiction Diversion Assessment



5.0 VISUAL CHARACTERIZATION

A visual waste characterization was conducted from March 10 – 14, 2025 at the Marin Resource Recovery Center (MRRC). The original scope of work for the ZWM waste characterization study planned for the visual characterization to take place at Redwood Landfill in Novato to capture the material hauled directly to landfills for disposal outside of the five franchised haulers. WM expressed concerns about safety hazards on the landfill face and declined to include the visual audits as a part of the broader waste characterization study conducted onsite.

The visual characterization of self-hauled material is an important component to fully understand waste generation and disposal in Marin County, as these materials are not captured in the hand-sort process.

Self-haul loads are typically bulky materials and waste from construction and demolition, and landscaping projects that are not conducive to manual sorting. Obtaining a 200-pound sample of this material would skew the waste characterization results due to the size and weight of the materials in the waste load. **Figure 3** shows an example of a sample included in the visual waste characterization at MRRC.



Figure 3. Example of C&D visual sample.

5.1 RESULTS

Roll-off containers and self-hauled loads were visually characterized into the 38 material types listed in the visual data sheet **Appendix F**. A total of 58 waste loads that originated in the county were visually characterized at MRRC. **Table 11** displays the number of samples included in the study from each jurisdiction. Due to the location of the facility and nature of self-haul loads, not every jurisdiction was captured in the visual characterization.

Table 10. Selected Visual Samples

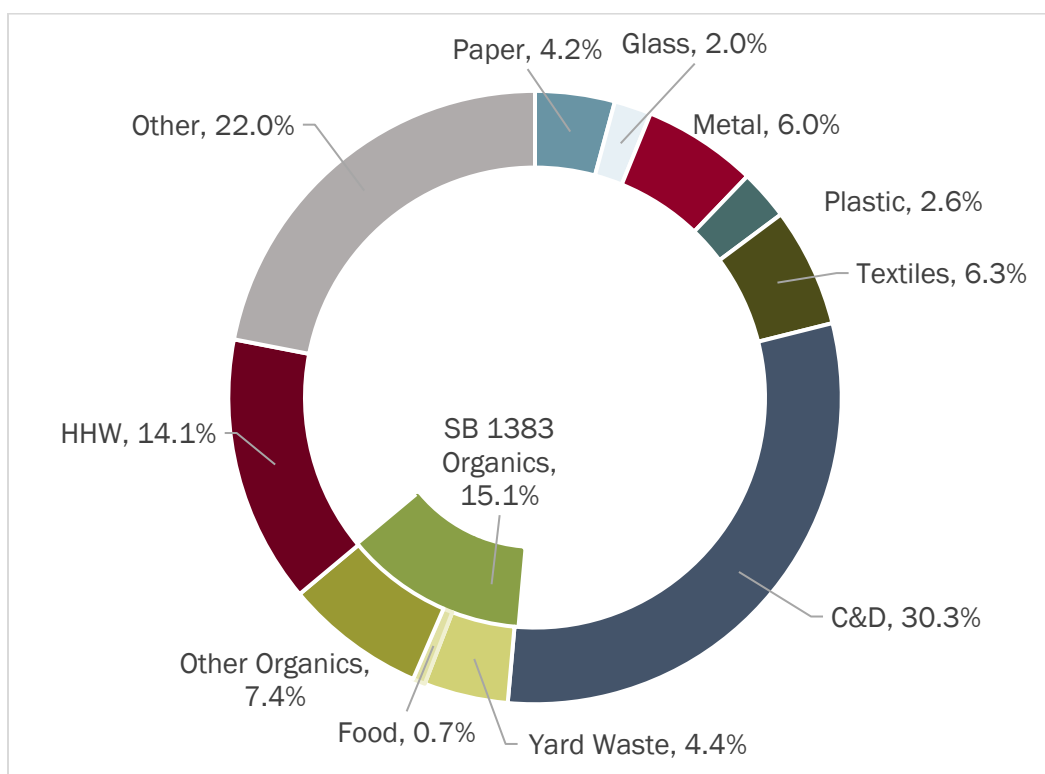
Jurisdiction	Samples
Belvedere	1
Corte Madera	1
Mill Valley	6
Ross	1
San Anselmo	1
San Rafael	39
Sausalito	3
Tiburon	1
Unincorporated	5
Total	58

5.2 OVERALL

It should be noted that the material sampled at MRRC goes through a sorting process to recover recyclable material; therefore, the overall composition listed in **Exhibits 11 - 14** does not reflect the composition of the material sent directly to the landfill. **Exhibit 11** displays the material composition of the 58 selected samples. **Appendix H** displays the detailed compositions for the 38 detailed categories.

The composition for each material type was assigned a volumetric percentage of the total sample load in the field. This percentage was multiplied by the total sample volume to identify the approximate cubic yards of each material type. Utilizing the EPA's Volume-to-Weight Conversion Factors¹ the approximate weight of each material type was calculated. The total weight per material type is calculated and represented as a percentage.

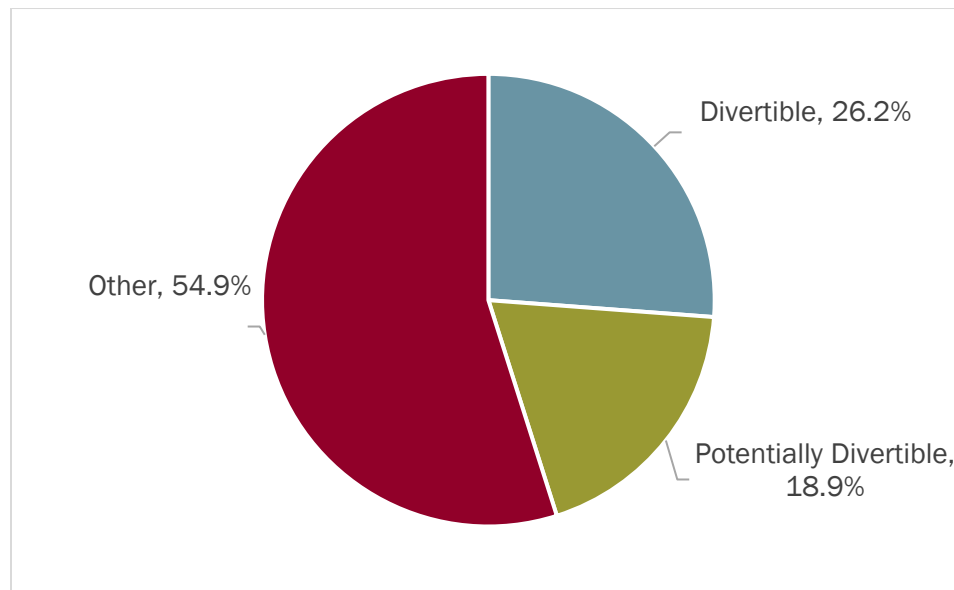
Exhibit 11. Overall Self-Haul Composition



¹ EPA, (2016). Volume-to-Weight Conversion Factors U.S. Environmental Protection Agency Office of Resource Conservation and Recovery (April, 2016). Retrieved from: https://www.epa.gov/sites/default/files/2016-04/documents/volume_to_weight_conversion_factors_memo_04192016_508fml.pdf

Exhibit 12 displays the percent of material captured by MRRC before the remainder is sent to the landfill. Of the sampled material, it is estimated that roughly 26 percent of the material is diverted for recycling or composting before the remainder is sent to landfill. For the MRRC visual characterization, potentially divertible refers to material MRRC would have been able to capture for recycling or composting processes had the material entered the facility clean and unmixed with other materials. Of the visually sampled material, a total of 74 percent of the material was sent to the landfill. **Appendix I** displays the detailed material diversion classifications.

Exhibit 12. Self-Haul Diversion Assessment



5.3 JURISDICTIONAL ASSESSMENT

Exhibit 13 displays the composition for the selected samples from each jurisdiction. For many of the selected jurisdictions, five or fewer samples were selected. Therefore, due to the limited number of samples collected from certain jurisdictions, the data presented should be interpreted as indicative rather than conclusive. These results provide directional insights but may not fully represent the waste composition trends across all areas. Refer to **Table 10** for sample size per jurisdiction.

Exhibit 13. Self-Haul Composition by Jurisdiction

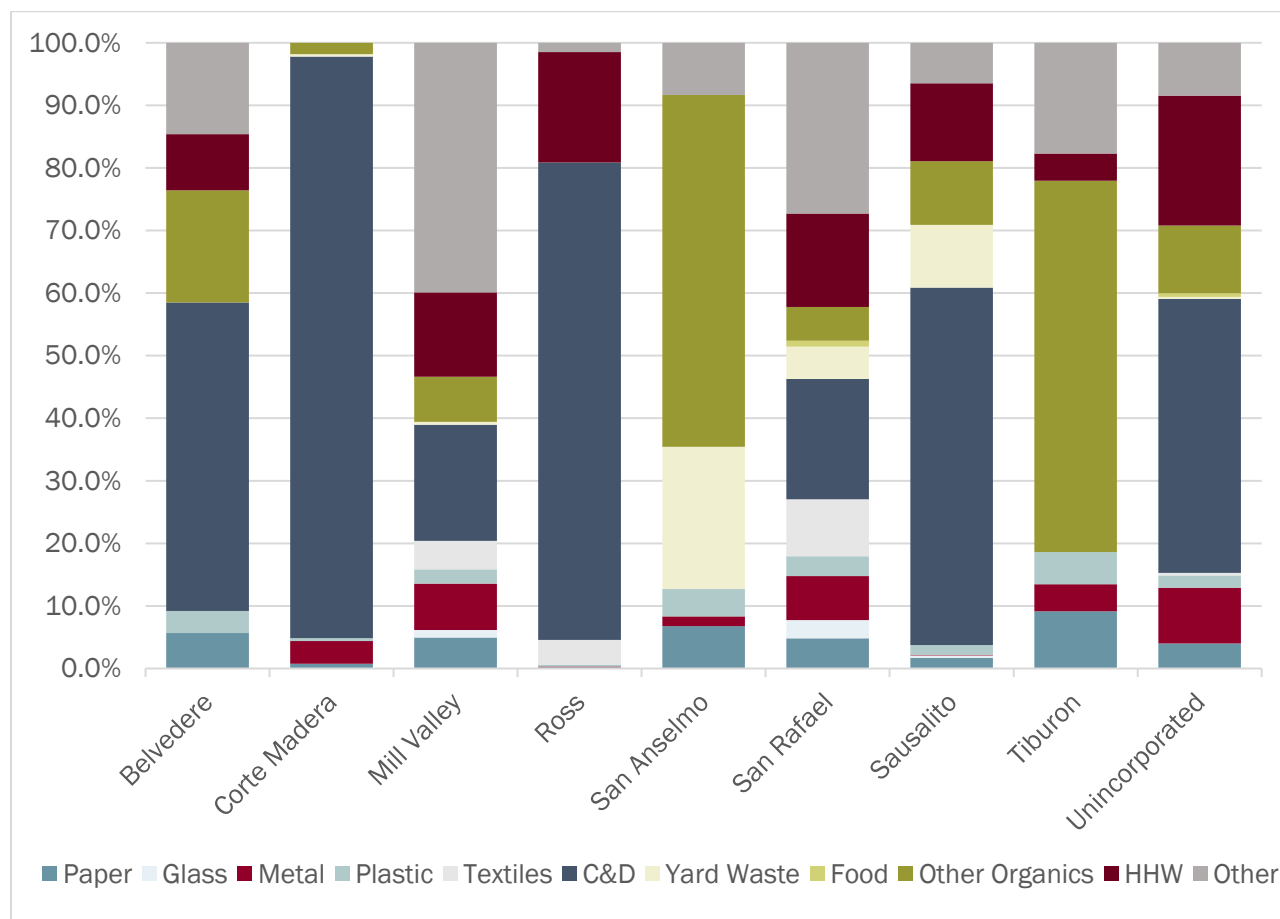
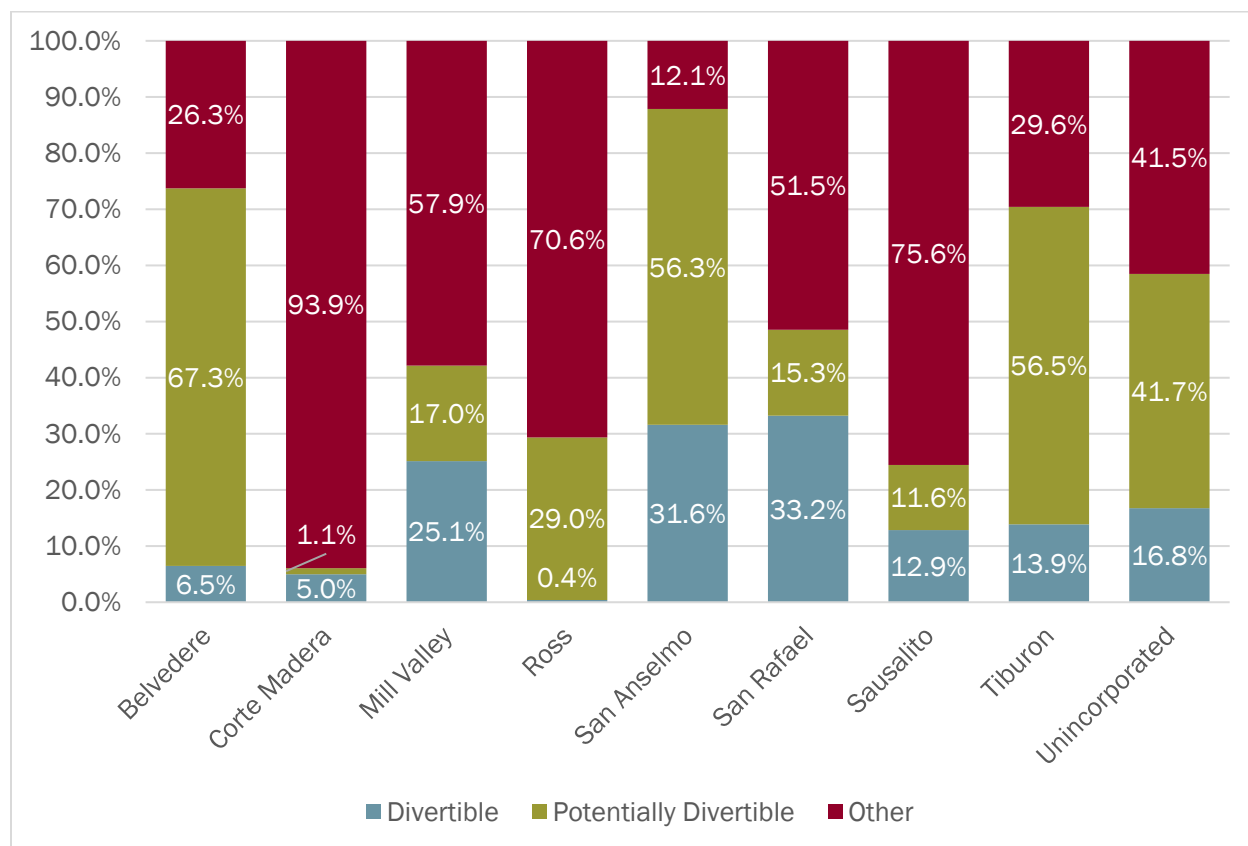


Exhibit 14 displays the percent of divertible material per jurisdiction. It should be noted that MRRC sorts and recovers material from received loads before sending the remainder to the landfill. The diversion assessment below identifies the rough estimate of material diverted before being sent to the landfill. The potentially divertible category in this case represents the percent of material that could have been diverted had the material been clean and unmixed when it entered the MRRC.

Exhibit 14. Self-Haul Jurisdiction Diversion Assessment



5.4 HAULER-REPORTED BULKY ITEM DATA & CONSIDERATIONS

Bulky items offer unique challenges for waste management specialists. Four of the five local waste haulers (Bay Cities Refuse, Marin Sanitary Service, Mill Valley Refuse, and Recology) in Marin County offer bulky item collections and pickups within their service areas. Tamalpais Community Service District hosts bi-annual events at which residents can bring extra waste and bulky items. Hauler-reported bulky item data was **provided separately** and was not included in SCS' analysis of self-haul loads at the MRRC. This hauler-reported data on bulky item collection was included following a recommendation from the ZWM Local Task Force. The data is intended to provide additional context that extends beyond the range of information collected in this study. It may be similar in composition to visually characterized materials; however, we recommend that this information not be included with the visual sampling data provided in **Sections 5.0–5.3**.

Haulers provided varying measurements of data collected on bulky item pickups. Most haulers classify “Extra Pickups” as bulky item collections, creating uncertainty in the dataset as to which items are truly bulky or oversized. Additionally, the weights and item numbers of oversized diverted items were occasionally estimated or not provided at all. Considering the variable data from each hauler, SCS has synthesized each hauler's 2024 reported bulky item data into a table for comparison purposes. This highlights an area for recommended data standardization among hauler reports and provides insight into subjects that could help ZWM further understand the total waste profile of the County.

Topics for consideration when analyzing the bulky waste data summary included in **Table 11**:

- Bulky item definitions vary between haulers (Extra MSW pickups vs. true bulky item collection)
- Type of item collected (ex., Furniture, white goods, C&D, etc.)
- Estimation of item weights and volumes for some provided hauler data
- Bulky disposal methods (landfill or recycling)
- Percentage of total waste stream

Table 11 represents ZWM's bulky item data provided.

Table 11. Hauler-Reported Bulky Item Data

Hauler	2024 Total Bulky Tonnage	2024 Bulky Item Count
Bay Cities Refuse	26.2	N/A
Marin Sanitary Service	123.4	2808
Mill Valley Refuse	189.6*	3945
Recology	295.1**	1678***
Tamalpais Community Service	31.9	N/A
Total	666.2	8431

* Estimated item weights

** Specifically reported as MSW tonnage

*** Weight of diverted items not available

6.0 RECOMMENDATIONS

Based on the material sorted in the field SCS recommends the following.

- General Recommendations:
 - Focus on Commercial sector education since that has the greatest opportunity for improvement.
 - Increase the commercial awareness of hazardous materials and the opportunities for recycling/diversion.
 - Promote textile reuse and recycling programs in the area. The Responsible Textile Recovery Act of 2024 (CA SB 707) will require the diversion of textiles beginning July 1, 2028.
 - Confirm recycling processing for cartons, gable-top containers, and LDPE #4 plastics before SB 343 compliance dates.
 - Educate residents and junk haulers on the importance of separating their self-haul loads for disposal. This will help reduce the amount of recoverable material sent to landfills.
 - Create guidelines and/or a template for Marin County haulers to track bulky item data more cohesively.
- SB 1383 Focus Areas:
 - Focus outreach and education programs on food scrap collection for all sectors. A large proportion of sorted green waste material was non-donatable and inedible food scraps.
 - An increased public awareness of compostable/food-soiled paper and fiber service ware diversion would capture large amounts of green waste material.
 - Overall, a large percentage (35 percent) of the waste stream is compostable. It's recommended that ZWM confirms the capacity for this material at local composting facilities and Food Recovery Organizations.
 - Implement and expand food recovery efforts within the county. The commercial sector showed that 4.1 percent of the waste stream was potentially donatable food, 2.9 percent of which was vegetative produce. Food Recovery Organizations prefer these nutritionally dense donations.
- Future Study Recommendations:

- Conduct visual characterizations at Redwood Landfill to understand the material generated within the county that is not hauled to the landfill by franchised haulers. This will help complete the picture of disposal within the county.

Appendix A

Material Categories

	DESCRIPTION	
PAPER	Uncoated Corrugated Cardboard	Paper laminate usually composed of three layers. The center wavy layer is sandwiched between the two outer layers. It does not have any coating on the inside or outside. This type does not include chipboard boxes such as cereal and tissue boxes.
	Newspaper	Newspapers /Newspaper Inserts: means paper used in newspapers and all items made from newsprint.
	White Ledger	White Ledger means uncolored bond, rag, or stationary grade paper. It may have colored ink on it. When the paper is torn, the fibers are white. Examples include white photocopy, white laser print, and letter paper.
	Mixed Paper	Paper that is recyclable and generally NOT composted.
	Aseptic Cartons / Gable-top Cartons	Bleached poly-coated paperboard containers or paper containers with a foil liner of various sizes and shapes that contain shelf-stable food products. Aseptic containers may include a plastic pour spout as part of the container.
	Paper/Fiber Food Service Ware	Items used to store and/or convey food that could have used a reusable alternative. This does NOT include fiber containers in grocery stores used to package berries or mushrooms. Lined and unlined.
	Remainder / Composite Paper	Items made mostly of paper but combined with large amounts of other materials. These are items that do not fit into any other categories and are not generally compostable or recyclable. Example?
GLASS	CRV Glass Bottles and Containers	CRV Glass Bottles and Containers means any color (clear, brown, green, etc.) glass beverage and food containers with a California Redemption Value (CRV) label. Examples include whole or broken soda bottles and fruit juice bottles.
	Non-CRV Glass Bottles and Containers	Non-CRV Glass Bottles and Containers means any color (clear, brown, green, etc.) glass containers that do not have a CRV label.
	Other Glass	Glass not defined above.
METAL	Tin/Steel Cans	Rigid containers made mainly of steel, both CRV and non-CRV containers. These items will stick to a magnet and may be tin-coated. This subtype is used to store food, beverages, paint, and a variety of other household and consumer products.
	Aluminum Cans – CRV	Aluminum Cans – CRV means any food or beverage container that is made mainly of aluminum and are marked as CRV containers. Examples include most aluminum soda or beer cans. This type does not include bimetal containers with steel sides and aluminum ends.
	Aluminum Cans – Non-CRV	Aluminum Cans – non-CRV means any food or beverage container that is made mainly of aluminum and is not marked as CRV containers.

METAL	Other Ferrous	Iron or steel that is magnetic or any stainless-steel item. This type does not include tin/steel cans.
	Other Non-Ferrous	Metal item, other than aluminum cans, that is not stainless steel and that is not magnetic. These items may be made of aluminum, copper, brass, bronze, lead, zinc, or other metals.
	Remainder/Composite Metal	Remainder/Composite Metal means metal that cannot be put in any other type. This type includes items made mostly of metal but combined with other materials and items made of ferrous and non-ferrous metals. This includes products whose weight is derived significantly from the metal portion of their construction.
PLASTIC	PETE Bottles – CRV	PETE Bottles – CRV means clear or colored PETE (polyethylene terephthalate) bottles that are marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. The color is usually clear, transparent green, or amber. A PETE bottle usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent. Examples of narrow and wide-neck bottles include: soft drink, water, beer, and liquor bottles.
	PETE Bottles – Non-CRV	PETE Bottles – Non-CRV means clear or colored PETE (polyethylene terephthalate) bottles that are not marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. The color is usually clear, transparent green, or amber. A PETE bottle usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent. Examples of narrow and wide-neck bottles include: cooking oil, pastry jars, food jars, and aspirin bottles.
	PET Thermaforms	Other PETE Containers – Non-CRV means PETE (polyethylene terephthalate) containers (other than bottles) that are not marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. A PETE container usually has a small dot left from the manufacturing process, not a seam. Other PETE Containers means PETE (polyethylene terephthalate) containers other than bottles. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. A PETE container usually has a small dot left from the manufacturing process, not a seam.
	HDPE #2 Colored Containers	HDPE Colored Containers – This plastic is a solid color, preventing light from passing through it. When marked for identification, it bears the number 2 in the triangular recycling symbol. Examples include narrow and wide-mouth food containers, such as for coffee and coffee creamer, detergent bottles, some shampoo and hair-care bottles, empty motor oil, empty antifreeze, and other empty vehicle and equipment fluid bottles.
	HDPE #2 Neutral Containers	Other HDPE Containers – When marked for identification, it bear the number 2 in the triangular recycling symbol.
	PP #5 Containers	Bottles, jars, containers, lids, and other packaging labeled with PP (5), both with and without the CRV symbol.

PLASTIC	Other Plastic Containers (3, 4, 6, 7)	Bottles, jars, containers, lids, and other packaging that are made of types of plastic other than PET (1), HDPE (2), or PP (5). Items may be made of vinyl, LDPE, PVC, PS, or other plastic. They may bear the number 3, 4, 6, or 7 in the triangular recycling symbol, or may bear no recycling triangular symbol.
	Bioplastics	Labeled compostable plastics.
	Recyclable Plastic Film	Recyclable Plastic Film means clean plastic film that can be recycled. Examples include; clean plastic bags sold for use as trash bags for residential and commercial use. It also includes plastic shopping bags used to contain merchandise for transport from the place of purchase and given out by the store with the purchase, such as grocery shopping bags, other merchandise bags, or dry-cleaning plastic bags intended for one-time use. This material also includes non-bag commercial and industrial packaging film such as shrink-wrap, mattress bags, furniture wrap, and film bubble wrap.
	Nonrecyclable Film	Nonrecyclable Film means all other plastic film that does not fit into any other type. Examples include other types of plastic bags (sandwich bags, zipper-recloseable bags, newspaper bags, produce bags, frozen vegetable bags, bread bags), food wrappers such as candy-bar wrappers, mailing pouches, bank bags, X-ray film, metalized film (wine containers and balloons), plastic food wrap, and contaminated recyclable plastic film.
	Durable Plastic Items	Plastic items other than containers or film plastic that are made to last for more than one use. These items may bear the numbers 1 through 7 in the triangular recycling symbol.
	Expanded Polystyrene Packaging	Expanded Polystyrene Packaging means packaging items made of expanded polystyrene. Does not include nonpackaging items such as insulation boards.
	Remainder / Composite Plastic	Remainder/Composite Plastic means plastic that cannot be put in any other type. This type includes items made mostly of plastic but combined with other materials.
Food	Potentially Donatable – Vegetative (Perishable / Fresh)	<p>Food - Potentially Donatable – Vegetative (Perishable/Fresh) means uncooked or cooked fresh vegetables, fruits, and fungi that are in a whole state (i.e., not partially consumed) and are unmixed with non-vegetative food types. Items that are excluded from this category include condiments, non-perishable packaged fruits, and vegetables such as: packaged dried fruits and vegetables, canned fruits and vegetables, and nuts.</p> <p>Unpackaged vegetables, fruits, and fungi found in a whole state in residential loads are excluded from this category and should be sorted as “not donatable – non-meat”. However, unpackaged vegetables fruits, and fungi found in a whole state in commercial loads are included in this category.</p>
	Potentially Donatable - Eggs, Dairy, and Dairy Alternatives	Food - Potentially Donatable - Eggs, Dairy, and Dairy Alternatives means egg or dairy products and dairy alternatives that are in a whole state, unmixed with other food types, and in the original unopened package. Items may be refrigerated or shelf stable.

FOOD	Potentially Donatable – Meat	Food - Potentially Donatable – Meat means any uncooked or cooked meat (beef, poultry, pork, lamb) or fish product that is in a whole state, is unmixed with other food types, and is in the original unopened package. This includes meat alternatives.
	Potentially Donatable - Cooked / Baked / Prepared Perishable Items	Food - Potentially Donatable - Cooked/Baked/Prepared Perishable Items means items that are in a whole state but could have multiple food types mixed together as a part of cooking or preparation and are still in their original unopened package.
	Potentially Donatable - Packaged Non-perishable	Food - Potentially Donatable - Packaged Non-perishable means shelf-stable foods that are in a whole state and are in the original unopened package. Includes foods contained in aseptic or retort packages and other products that do not require refrigeration until after opening. Also includes non-perishable beverages such as sodas. Excluded from this category are shelf-stable meats, shelf-stable dairy products, and shelf-stable dairy alternatives.
	Not Donatable – Meat	Food - Not Donatable – Meat means any food that is predominantly meat or fish, but the product is not in a whole state (i.e., partially consumed), or the product’s packaging has been opened, or the product was not contained in any packaging at all.
	Not Donatable – Non-meat	Food - Not Donatable – Non-meat means any food that is not predominantly meat or fish, not in a whole state, or not in its original unopened package. Includes any non-meat partially consumed foods, any non-meat foods in a package that has been opened – as best as can be determined, any non-meat foods that are not in their original packaging. Item may contain small amounts of meat or fish. This category also includes fruit and vegetable peels, skins, trimmings, and or any parts of fruits and vegetables not included in the inedible category. In addition, this category also includes any indistinguishable food.
	Inedible	Food - Inedible means items typically not consumed by people in the United States. Categories of inedible parts include bones, pits, shells, banana peels, coffee grounds and tea leaves, rinds, woody stems/tops and vines, and corn cobs/husks. Note that small amounts of edible material associated with the inedible material are permitted to be included as “inedible.” Excludes other fruit and vegetable peels, skins, trimmings, cores, and ends not included in the previous categories (e.g., potato peels, carrot tops, apple cores, broccoli stalks, cucumber ends).
Yard Waste	Leaves and Grass	Leaves and Grass means plant material, except woody material, from any public or private landscape. This type does not include woody material or material from agricultural sources.
	Chips, Prunings, Trimmings	Prunings and Trimmings means woody plant material up to 4 inches in diameter from any public or private landscape. This type does not include stumps, tree trunks, or material from agricultural sources.
	Branches, Stumps	Branches and Stumps means woody plant material, branches, and stumps that exceed 4 inches in diameter, from any public or private landscape.
	Clean Dimensional Lumber	Clean Dimensional Lumber means unpainted new or demolition dimensional lumber. May contain nails or other trace contaminants.

OTHER ORGANICS	Clean Engineered Wood	Clean Engineered Wood means unpainted new or demolition scrap from sheeted goods. May contain nails or other trace contaminants.
	Pallets & Crates	Clean Pallets and Crates means unpainted wood pallets, crates, and packaging made of lumber/engineered wood. May contain nails or other trace contaminants.
	Other Recyclable Wood	Other Recyclable Wood means recyclable wood is not included in any other category. This may include scrap from the production of prefabricated wood products that have not been treated with paint, stain, or other chemical finish. Wood material should not be contaminated with another material (e.g. tar). May contain nails or other trace contaminants.
	Treated Wood Waste	Any wood with paint or preservative treatment including particleboard, chipboard, OSB (oriented strand board), MDF (medium-density fiberboard) and masonite.
	Manure	Manures means manure and soiled bedding materials from large domestic, farm, or ranch animals. Does not include feces from small household pets such as dogs and cats.
	Compostable Paper / Fiber	Other Compostable Paper means items that do not fit any other category, are made of paper, can be composted, and are generally not recycled. May be contaminated with food, moisture, or wax
	Remainder / Composite Green Waste	Remainder/Composite Green Waste means green waste material that cannot be put in any other type.
Textiles/ Other	Cloth and Clothing	Textiles means items made of thread, yarn, fabric, or cloth. Examples include clothes, fabric trimmings, draperies, and all natural and synthetic cloth fibers. This type does not include cloth-covered furniture, mattresses, leather shoes, leather bags, or leather belts.
	Shoes, Purses, Belts	Textiles with cloth and leather components
	Carpet	Carpet means flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. This type does not include carpet padding or woven rugs with no backing.
	Other	Items not fitting into other textile categories
C&D	Concrete	Concrete means a hard material made from sand, gravel, aggregate, cement mix, and water. Examples include pieces of building foundations, concrete paving, and cinder blocks.
	Asphalt	Asphalt Paving means a black or brown, tar-like material mixed with aggregate used as a paving material. Asphalt Roofing means composite shingles and other roofing material made with asphalt. Examples include asphalt shingles and attached roofing tar and tar paper.
	Clean Gypsum Board	Clean Gypsum Board means interior wall covering made of a sheet of gypsum sandwiched between paper layers that are not painted. Examples include used or unused, broken or whole sheets of sheetrock, drywall, gypsum board, plasterboard, gypboard, gyproc, and wallboard.
	Rock, Soil, and Fines	Rock, Soil and Fines means rock pieces of any size and soil, dirt, and other matter. Examples include rock, stones, and sand, clay, soil, and other fines. This type also includes non-hazardous contaminated soil.

	Remainder/ Composite Construction and Demolition	Remainder/Composite Construction and Demolition means construction and demolition material that cannot be put in any other type. This type may include items from different categories combined, which would be very hard to separate. Examples include brick, ceramics, tiles, toilets, sinks, dried paint not attached to other materials, and fiberglass insulation. This type may also include demolition debris that is a mixture of items such as plate glass, wood, tiles, painted gypsum board, and aluminum scrap. Carpet Padding means materials used under carpet to provide insulation and padding. Examples include plastic carpet padding, foam carpet padding, felt carpet padding, and other carpet padding.
HHW	Paint	Paint means containers with paint in them. Examples include latex paint and oil based paint. This type does not include fine art paint, dried paint, empty paint cans, or empty aerosol containers. ARCHITECTURAL PAINT ONLY.
	Vehicle and Equipment Fluids	Vehicle and Equipment Fluids means containers with fluids used in vehicles or engines, except used oil. Examples include used antifreeze and brake fluid. This type does not include empty vehicles and equipment fluid containers.
	Used Oil and Oil Filters	Used Oil and Oil Filters means the same as defined in Health and Safety Code section 25250.1(a). Examples include spent lubricating oil such as crankcase and transmission oil, gear oil, and hydraulic oil. Oil filters means metal oil filters used in motor vehicles and other engines, which contain a residue of used oil.
	Large Rechargeable Batteries	Large Rechargeable Batteries means large rechargeable or lead acid batteries. Examples include car batteries and other vehicle batteries. Count or estimate batteries & photograph.
	Household Batteries	Household Batteries means non-rechargeable batteries typically used in consumer devices. Examples include alkaline, carbon/zinc batteries, watches, and hearing aid batteries.
	Universal Waste Electronic Devices (UWED)	Universal Waste Electronic Devices (UWED) means electronics with large circuitry that is computer-related. Examples include processors, mice, keyboards, disk drives, printers, modems, fax machines, stereos, VCRs, microwaves, DVD players (screens smaller than 4 inches), radios, audio/visual equipment, personal digital assistants (PDAs), cell phones, phone systems, phone answering machines, computer games and other electronic toys, portable CD players, camcorders, and digital cameras.
HHW	Covered Electronic Waste	Covered Electronic Waste means electronic devices that the Department of Toxic Substances Control has determined to be hazardous when discarded as part of the Electronic Waste Recycling Act (2003), including video display devices. Examples include televisions, computer monitors, and other items containing a cathode ray tube (CRT). Also includes LCD desktop monitors, laptops with LCD displays, LCD televisions, and portable DVD players with screens that are 4 inches or larger (measured diagonally).
	Fluorescent Tubes	Fluorescent Tubes means fluorescent light tubes and compact fluorescent bulbs (CFL).
	Propane Gas Cylinders	Propane Gas Cylinders means small, compact, and portable propane gas cylinders used to power devices such as camping stoves, tailgating grills, heaters, and more. Generally, these cylinders are not refillable.

	Pharmaceuticals	Pharmaceuticals means both prescription and over-the-counter medications and supplements in all forms. Does not include containers for these items, except for tubes for creams and ointments and other containers that cannot be easily separated from the product they contain.
	Sharps	Sharps and needles.
	All Other HHW	Other HHW means other hazardous wastes not described elsewhere in these definitions.
Special Waste	Bulky Items	Bulky Items means large, hard-to-handle items that are not defined separately, including furniture and other large items. Examples include all sizes and types of furniture and base components for beds.
	Tires	Tires means vehicle tires. Examples include tires from trucks, automobiles, motorcycles, heavy equipment, and bicycles.
	Vapes	Vapes - Disposable and rechargeable. COUNT
	Remainder/ Composite Special Waste	<p>Remainder/Composite Special Waste means special waste that cannot be put in any other type. Examples include asbestos-containing materials, such as certain types of pipe insulation and floor tiles, auto fluff, auto-bodies, trucks, trailers, truck cabs, untreated medical waste, and artificial fireplace logs.</p> <p>Ash means a residue from the combustion of any solid or liquid material. Examples include ash from structure fires, fireplaces, incinerators, biomass facilities, waste-to-energy facilities, and barbecues.</p> <p>Untreated medical waste means waste from a generator or a health care related facility which has not been treated and may serve to transmit an infectious disease. Includes the following: pathological waste, liquid or semi-liquid blood, contaminated items, and microbiological waste.</p>
	Mixed Residue/Other	<p>Mixed Residue means material that cannot be put in any other type in the other categories. This type includes mixed residue that cannot be further sorted. Examples include clumping kitty litter and residual material from a materials recovery facility or other sorting process that cannot be put in any of the previous remainder/composite types, cigarette butts, diapers, feminine hygiene products, wood products (popsicle sticks and toothpicks), sawdust, animal feces, and painted or stained wood.</p> <p>Treated Medical Waste means medical waste that has been processed in order to change its physical, chemical, or biological character or composition, or to remove or reduce its harmful properties or characteristics, as defined in Section 25123.5 of the California Health and Safety Code.</p> <p>Diapers & Sanitary Products means single-use items that are made from a combination of natural and/or synthetic fibers.</p>

Appendix B – SB 343 Material List

SB 343 Material Type and Form Name	Percent of Population with Collection Access	ZWM Characterization Study Category	Recycled County - Wide
Uncoated Corrugated Cardboard/ Old Corrugated Containers (OCC)	99%	Uncoated Corrugated Cardboard	Yes
White Office-Type Paper and Mail	99%	White Ledger	Yes
Tin/Steel Cans, Lids - Non-CRV	99%	Tin/Steel Cans	Yes
Tin/Steel Beverage Containers - CRV	99%	Tin/Steel Cans	Yes
PET Clear Bottles - Non-CRV	99%	PETE Bottles – Non-CRV	Yes
PET Clear Beverage Bottles - CRV	99%	PETE Bottles – CRV	Yes
HDPE Clear Beverage Bottles - Non-CRV	99%	HDPE #2 Neutral Containers	Yes
HDPE Clear Beverage Bottles - CRV	99%	HDPE #2 Neutral Containers	Yes
Folded Paper Containers and Other Paperboard Packaging	98%	Mixed Paper	Yes
Newspapers/ Newspaper Inserts	97%	Newspaper	Yes
Magazines and Catalogs	97%	Mixed Paper	Yes
Paper Bags and Kraft Paper	97%	Mixed Paper	Yes
Other Mixed Paper	97%	Mixed Paper	Yes
Glass Containers - Clear/ Flint - Non-CRV	97%	Non-CRV Glass Bottles and Containers	Yes
Glass Beverage Containers - Clear/Flint - CRV	97%	CRV Glass Bottles and Containers	Yes
Glass Containers - Green/ Emerald - Non-CRV	97%	Non-CRV Glass Bottles and Containers	Yes
Glass Beverage Containers - Green/Emerald –CRV	97%	CRV Glass Bottles and Containers	Yes
Glass Containers - Brown/ Amber - Non-CRV	97%	Non-CRV Glass Bottles and Containers	Yes
Glass Beverage Containers - Brown/Amber - CRV	97%	CRV Glass Bottles and Containers	Yes
Glass Containers - Other Colors - Non-CRV	97%	Non-CRV Glass Bottles and Containers	Yes
Glass Beverage Containers - Other Colors - CRV	97%	CRV Glass Bottles and Containers	Yes
Aluminum Cans and Lids - Non-CRV	96%	Aluminum Cans - Non-CRV	Yes
Aluminum Beverage Cans - CRV	96%	Aluminum Cans - CRV	Yes
Aluminum Bottles - Non-CRV	96%	Aluminum Cans - Non-CRV	Yes
Aluminum Bottles for Beverages - CRV	96%	Aluminum Cans - CRV	Yes
PET Pigmented Bottles - Non-CRV	96%	PETE Bottles – Non-CRV	Yes
PET Pigmented Beverage Bottles - CRV	96%	PETE Bottles – CRV	Yes

Clean Molded Paper Fiber	94%	Mixed Paper	Yes
Other HDPE Clear Single-Use Rigids	92%	HDPE #2 Neutral Containers	Yes
HDPE Pigmented Single-Use Rigids	92%	HDPE #2 Colored Containers	Yes
Other PET Clear Single-Use Rigids	91%	Durable Plastic Items	Yes
Other PET Pigmented Single-Use Rigids	90%	Durable Plastic Items	Yes
PET Thermoformed Clamshells and Containers	88%	PET Thermoforms	Yes
HDPE Buckets: Food	88%	HDPE #2 Colored Containers	Yes
HDPE Buckets: Non-Food	88%	HDPE #2 Colored Containers	Yes
Other HDPE Multi-Use Rigids	88%	HDPE #2 Colored Containers	Yes
PET Multi-Use Rigids	85%	Durable Plastic Items	Yes
Aluminum Foil (>3 mm), Molded Containers	82%	Other Non-Ferrous	Yes
Aluminum Foil (<3 mm), Sheets	81%	Other Non-Ferrous	Yes
Other Non-Ferrous Metal	78%	Other Non-Ferrous	Yes
PP Clear Single-Use Rigids	78%	PP #5 Containers	Yes
PP Pigmented Single-Use Rigids	78%	PP #5 Containers	Yes
Other Ferrous Metal	77%	Other Ferrous	Yes
LDPE Clear Beverage Bottles	75%	Other Plastic Containers (3, 4, 6, 7)	Yes
Gable-top Cartons - Non-CRV	74%	Aseptic/Gable-top Cartons	No
Gable-top Cartons/ Aseptics - CRV	73%	Aseptic/Gable-top Cartons	No
LDPE Clear Single-Use Rigids	73%	Other Plastic Containers (3, 4, 6, 7)	Yes
LDPE Pigmented Single-Use Rigids	73%	Other Plastic Containers (3, 4, 6, 7)	Yes
Aseptic Containers - Non-CRV	72%	Aseptic/Gable-top Cartons	No
Tin/Steel or Aluminum Aerosol Containers	71%	Tin/Steel Cans	Yes
LDPE Multi-Use	70%	Other Plastic Containers (3, 4, 6, 7)	Yes
PVC Single-Use Rigids	52%	Durable Plastic Items	
PVC Multi-Use	52%	Durable Plastic Items	
Mixed Plastic Multi-Use	51%	Remainder / Composite Plastic	
Remainder/ Composite Glass	46%	Other Glass	
Fines and Residuals	46%	Mixed Residue	
Green Material, Clean Wood, and Food Scraps	40%	Organics	
PS Thermoformed Clamshells and Containers	40%	Expanded Polystyrene Packaging	
PS Densified: Multi-Use	40%	Expanded Polystyrene Packaging	
Remainder/ Composite Fiber	38%	Remainder/Composite Paper	
Other (7) Single-Use Rigids	38%	Other Plastic Containers (3, 4, 6, 7)	
Unknown Plastic Type or Mixture of Multiple Plastic Resins (Single-Use)	38%	Remainder / Composite Plastic	

Plant Material Food Service Ware	37%	Compostable Paper / Fiber	
PS Densified: Single-Use Food Service Ware	37%	Expanded Polystyrene Packaging	
Other Multi-Material Laminate Single-Use	35%	Remainder/Composite Paper	
PS Expanded - Packaging	35%	Expanded Polystyrene Packaging	
PS Expanded - Food Service Ware	35%	Expanded Polystyrene Packaging	
Mailing Pouches & Shipping Envelopes	29%	Remainder/Composite Paper	
Films - Plastic Non-Bags - Agricultural and Commercial	29%	Recyclable Plastic Film	
Films - Plastic Non-Bags - Other Film	29%	Nonrecyclable Film	
Films - Plastic Bags - Designed for Reuse	28%	Recyclable Plastic Film	
Films - Plastic Bags - Designed for Disposal	28%	Nonrecyclable Film	
Plastic Wine Bladders	26%	Recyclable Plastic Film	
Films - Plastic Bags - Compostable	23%	Bioplastics	
Textiles and Clothing	19%	Textiles/Other	
Single-Use Ceramic Packaging	7%	Mixed Residue	
Treated Wood	7%	Treated Wood Waste	

Appendix C – Overall Hand Sort Material Compositions

Material Components	Composition	+ / -	Material Components	Composition	+ / -
PAPER			YARD WASTE		
Uncoated Corrugated Cardboard	1.7%	0.4%	Leaves and Grass	1.5%	0.8%
Newspaper	0.3%	0.1%	Chips, Prunings, Trimmings	0.7%	0.5%
White Ledger	0.8%	0.3%	Branches, Stumps	0.4%	0.4%
Mixed Paper	4.7%	0.5%	Other Recycleable Wood	<0.1%	0.0%
Aseptic Cartons / Gable-top	0.5%	0.1%	OTHER ORGANICS		
Paper/Fiber Food Service Ware	3.2%	0.4%	Manure	<0.1%	0.0%
Remainder/Composite Paper	1.5%	0.3%	Other Compostable Paper	7.1%	0.6%
GLASS			Remainder/Composite Organic	0.2%	0.1%
CRV Glass Bottles and Containers	1.0%	0.3%	Clean Dimensional Lumber	0.4%	0.2%
Non-CRV Glass Bottles and	0.8%	0.2%	Clean Engineered Wood	0.7%	0.9%
Other Glass	0.5%	0.2%	Pallets & Crates	0.2%	0.3%
METAL			TEXTILES		
Steel/Tin Cans	0.4%	0.1%	Cloth and Clothing	3.2%	1.1%
Aluminum Cans – CRV	0.4%	0.0%	Shoes, Purses, Belts	0.6%	0.2%
Aluminum Cans – Non-CRV	<0.1%	0.0%	Carpet	0.6%	0.4%
Other Ferrous	1.2%	0.4%	Other	1.8%	0.4%
Other Non-Ferrous	0.7%	0.1%	INERTS		
Remainder/Composite Metal	0.3%	0.2%	Concrete	0.1%	0.1%
PLASTIC			Asphalt	<0.1%	0.0%
PETE Bottles – CRV	0.5%	0.1%	Clean Gypsum Board	<0.1%	0.1%
PETE Bottles – Non-CRV	0.3%	0.0%	Rock, Soil, and Fines	<0.1%	0.0%
PET Thermaforms	0.9%	0.1%	Remainder/Composite Construction & Demolition	0.6%	0.2%
HDPE #2 Colored Containers	0.3%	0.1%	HAZARDOUS & E-WASTE		
HDPE #2 Neutral Containers	0.2%	0.0%	Paint	0.2%	0.2%
PP #5 Containers	1.1%	0.1%	Vehicle and Equipment Fluids	0.0%	N/A
Other Plastic Containers (3, 4, 6, 7)	0.4%	0.1%	Used Oil and Oil Filters	<0.1%	0.1%
Bioplastics	0.1%	0.1%	Large Rechargeable Batteries	0.0%	N/A
Recyclable Plastic Film	0.8%	0.3%	Household Batteries	<0.1%	0.0%
Nonrecyclable Film	7.0%	0.6%	Universal Waste Electronic Devices (UWED)	1.0%	0.4%
Durable Plastic Items	1.1%	0.4%	Covered Electronic Waste	0.1%	0.2%
Expanded Polystyrene	0.4%	0.1%	Fluorescent Tubes	<0.1%	0.0%
Remainder/Composite Plastic	1.8%	0.4%	Treated Wood Waste	1.3%	0.7%
FOOD			Propane Gas Cylinders	<0.1%	0.0%
Potentially Donatable – Vegetative	2.1%	0.7%	Pharmaceuticals	0.1%	0.0%
Potentially Donatable – Eggs	0.2%	0.1%	Sharps	<0.1%	0.0%
Potentially Donatable – Meat	0.2%	0.1%	Vapes	<0.1%	0.0%
Potentially Donatable -	0.5%	0.2%	All Other HHW	0.4%	0.5%
Potentially Donatable – Packaged	0.9%	0.2%	RESIDUE/OTHER		
Not Donatable – Meat	1.8%	0.4%	Bulky Items	0.6%	0.9%
Not Donatable – Non-meat	10.0%	1.1%	Tires	0.1%	0.1%
Inedible	8.3%	1.1%	Remainder/ Composite Special Waste	<0.1%	0.1%
			Mixed Residue/Other	20.8%	2.1%

*If the confidence interval (+/-) is greater than the composition value, then the lower confidence limit should be interpreted as 0.0%

Appendix D – Commercial Hand Sort Material Compositions

Material Components	Composition	+ / -	Material Components	Composition	+ / -
PAPER			YARD WASTE		
Uncoated Corrugated Cardboard	1.6%	0.6%	Leaves and Grass	2.1%	1.2%
Newspaper	0.2%	0.1%	Chips, Prunings, Trimmings	0.8%	1.0%
White Ledger	0.9%	0.5%	Branches, Stumps	0.6%	0.7%
Mixed Paper	4.0%	0.9%	Other Recycleable Wood	<0.1%	0.0%
Aseptic Cartons / Gable-top	0.5%	0.1%	OTHER ORGANICS		
Paper/Fiber Food Service Ware	4.0%	0.6%	Manure	<0.1%	0.0%
Remainder/Composite Paper	1.7%	0.5%	Other Compostable Paper	6.8%	1.0%
GLASS			Remainder/Composite Organic	0.1%	0.2%
CRV Glass Bottles and Containers	1.4%	0.5%	Clean Dimensional Lumber	0.3%	0.2%
Non-CRV Glass Bottles and	0.7%	0.3%	Clean Engineered Wood	<0.1%	N/A
Other Glass	0.7%	0.3%	Pallets & Crates	0.4%	0.6%
METAL			TEXTILES		
Steel/Tin Cans	0.3%	0.1%	Cloth and Clothing	4.0%	2.1%
Aluminum Cans – CRV	0.4%	0.1%	Shoes, Purses, Belts	0.4%	0.3%
Aluminum Cans – Non-CRV	<0.1%	0.0%	Carpet	0.8%	0.7%
Other Ferrous	1.0%	0.5%	Other	1.4%	0.4%
Other Non-Ferrous	0.8%	0.2%	INERTS		
Remainder/Composite Metal	0.3%	0.3%	Concrete	<0.1%	0.0%
PLASTIC			Asphalt	0.0%	N/A
PETE Bottles – CRV	0.6%	0.1%	Clean Gypsum Board	0.2%	0.2%
PETE Bottles – Non-CRV	0.2%	0.1%	Rock, Soil, and Fines	<0.1%	0.0%
PET Thermaforms	0.8%	0.1%	Remainder/Composite Construction & Demolition	0.6%	0.4%
HDPE #2 Colored Containers	0.3%	0.1%	HAZARDOUS & E-WASTE		
HDPE #2 Neutral Containers	0.3%	0.1%	Paint	0.3%	0.4%
PP #5 Containers	1.1%	0.2%	Vehicle and Equipment Fluids	0.0%	N/A
Other Plastic Containers (3, 4, 6, 7)	0.4%	0.2%	Used Oil and Oil Filters	<0.1%	0.2%
Bioplastics	0.2%	0.1%	Large Rechargeable Batteries	0.0%	N/A
Recyclable Plastic Film	1.0%	0.6%	Household Batteries	<0.1%	0.0%
Nonrecyclable Film	7.3%	1.2%	Universal Waste Electronic Devices (UWED)	1.0%	0.7%
Durable Plastic Items	1.5%	0.8%	Covered Electronic Waste	0.3%	0.4%
Expanded Polystyrene	0.3%	0.1%	Fluorescent Tubes	0.0%	N/A
Remainder/Composite Plastic	1.5%	0.5%	Treated Wood Waste	1.6%	1.0%
FOOD			Propane Gas Cylinders	<0.1%	0.0%
Potentially Donatable – Vegetative	2.9%	1.5%	Pharmaceuticals	<0.1%	0.0%
Potentially Donatable - Eggs,	<0.1%	0.1%	Sharps	<0.1%	0.0%
Potentially Donatable – Meat	<0.1%	0.1%	Vapes	<0.1%	0.0%
Potentially Donatable -	0.5%	0.3%	All Other HHW	0.9%	1.0%
Potentially Donatable - Packaged	0.6%	0.2%	RESIDUE/OTHER		
Not Donatable – Meat	1.5%	0.5%	Bulky Items	1.3%	2.0%
Not Donatable – Non-meat	10.4%	1.6%	Tires	<0.1%	0.2%
Inedible	9.2%	2.2%	Remainder/ Composite Special Waste	<0.1%	0.0%
			Mixed Residue/Other	16.6%	2.8%

*If the confidence interval (+/-) is greater than the composition value, then the lower confidence limit should be interpreted as 0.0%

Appendix E – Multi-Family Hand Sort Material Compositions

Material Components	Composition	+ / -	Material Components	Composition	+ / -
PAPER			YARD WASTE		
Uncoated Corrugated Cardboard	2.6%	1.4%	Leaves and Grass	2.9%	4.7%
Newspaper	<0.1%	0.0%	Chips, Prunings, Trimmings	0.9%	1.2%
White Ledger	0.6%	0.4%	Branches, Stumps	0.1%	0.1%
Mixed Paper	5.1%	1.2%	Other Recycleable Wood	<0.1%	0.0%
Aseptic Cartons / Gable-top	0.3%	0.1%	OTHER ORGANICS		
Paper/Fiber Food Service Ware	2.9%	1.1%	Manure	<0.1%	N/A
Remainder/Composite Paper	0.7%	0.3%	Other Compostable Paper	5.3%	1.0%
GLASS			Remainder/Composite Organic	<0.1%	0.0%
CRV Glass Bottles and Containers	1.5%	0.6%	Clean Dimensional Lumber	0.2%	0.2%
Non-CRV Glass Bottles and	1.0%	0.6%	Clean Engineered Wood	0.3%	0.7%
Other Glass	0.4%	0.2%	Pallets & Crates	<0.1%	N/A
METAL			TEXTILES		
Steel/Tin Cans	0.4%	0.2%	Cloth and Clothing	3.2%	1.7%
Aluminum Cans – CRV	0.4%	0.1%	Shoes, Purses, Belts	0.7%	0.5%
Aluminum Cans – Non-CRV	<0.1%	0.1%	Carpet	0.5%	0.7%
Other Ferrous	2.1%	1.8%	Other	2.1%	1.0%
Other Non-Ferrous	0.7%	0.3%	INERTS		
Remainder/Composite Metal	0.4%	0.4%	Concrete	0.3%	0.6%
PLASTIC			Asphalt	0.0%	N/A
PETE Bottles – CRV	0.7%	0.2%	Clean Gypsum Board	<0.1%	0.0%
PETE Bottles – Non-CRV	0.3%	0.1%	Rock, Soil, and Fines	<0.1%	0.0%
PET Thermoforms	1.0%	0.5%	Remainder/Composite Construction & Demolition	0.3%	0.2%
HDPE #2 Colored Containers	0.5%	0.6%	HAZARDOUS & E-WASTE		
HDPE #2 Neutral Containers	0.3%	0.1%	Paint	<0.1%	0.1%
PP #5 Containers	0.8%	0.2%	Vehicle and Equipment Fluids	0.0%	N/A
Other Plastic Containers (3, 4, 6, 7)	0.4%	0.2%	Used Oil and Oil Filters	0.0%	N/A
Bioplastics	<0.1%	0.0%	Large Rechargeable Batteries	0.0%	N/A
Recyclable Plastic Film	0.9%	0.2%	Household Batteries	0.2%	0.2%
Nonrecyclable Film	5.1%	1.1%	Universal Waste Electronic Devices (UWED)	1.1%	1.0%
Durable Plastic Items	0.5%	0.4%	Covered Electronic Waste	0.1%	0.2%
Expanded Polystyrene	0.4%	0.1%	Fluorescent Tubes	0.0%	N/A
Remainder/Composite Plastic	2.7%	1.7%	Treated Wood Waste	1.9%	N/A
FOOD			Propane Gas Cylinders	0.0%	N/A
Potentially Donatable – Vegetative	1.3%	0.7%	Pharmaceuticals	0.4%	0.2%
Potentially Donatable - Eggs,	0.2%	0.2%	Sharps	<0.1%	0.0%
Potentially Donatable – Meat	0.6%	0.9%	Vapes	<0.1%	0.0%
Potentially Donatable -	0.4%	0.3%	All Other HHW	<0.1%	0.0%
Potentially Donatable - Packaged	1.6%	0.8%	RESIDUE/OTHER		
Not Donatable – Meat	2.9%	1.2%	Bulky Items	0.0%	N/A
Not Donatable – Non-meat	11.7%	3.0%	Tires	0.0%	N/A
Inedible	6.1%	1.2%	Remainder/ Composite Special Waste	<0.1%	0.0%
			Mixed Residue/Other	21.7%	3.2%

*If the confidence interval (+/-) is greater than the composition value, then the lower confidence limit should be interpreted as 0.0%

Appendix F – Residential Hand Sort Material Compositions

Material Components	Composition	+ / -	Material Components	Composition	+ / -
PAPER			ORGANICS		
Uncoated Corrugated Cardboard	1.5%	0.7%	Leaves and Grass	0.3%	0.4%
Newspaper	0.4%	0.3%	Chips, Prunings, Trimmings	0.6%	0.6%
White Ledger	0.6%	0.4%	Branches, Stumps	0.4%	0.5%
Mixed Paper	5.4%	0.6%	Other Recycleable Wood	<0.1%	0.0%
Aseptic Cartons / Gable-top	0.6%	0.1%	OTHER ORGANICS		
Paper/Fiber Food Service Ware	2.5%	0.6%	Manure	<0.1%	0.1%
Remainder/Composite Paper	1.5%	0.4%	Other Compostable Paper	8.0%	0.8%
GLASS			Remainder/Composite Organic	0.3%	0.2%
CRV Glass Bottles and Containers	0.4%	0.2%	Clean Dimensional Lumber	0.6%	0.5%
Non-CRV Glass Bottles and	0.8%	0.3%	Clean Engineered Wood	1.7%	2.3%
Other Glass	0.4%	0.1%	Pallets & Crates	<0.1%	N/A
METAL			TEXTILES		
Steel/Tin Cans	0.5%	0.1%	Cloth and Clothing	2.1%	0.6%
Aluminum Cans – CRV	0.3%	0.1%	Shoes, Purses, Belts	0.8%	0.3%
Aluminum Cans – Non-CRV	<0.1%	0.0%	Carpet	0.5%	0.6%
Other Ferrous	1.1%	0.5%	Other	2.2%	0.8%
Other Non-Ferrous	0.6%	0.1%	INERTS		
Remainder/Composite Metal	0.3%	0.2%	Concrete	0.3%	0.2%
PLASTIC			Asphalt	<0.1%	0.1%
PETE Bottles – CRV	0.3%	0.1%	Clean Gypsum Board	0.0%	N/A
PETE Bottles – Non-CRV	0.3%	0.1%	Rock, Soil, and Fines	<0.1%	0.0%
PET Thermoforms	1.1%	0.1%	Remainder/Composite Construction & Demolition	0.7%	0.3%
HDPE #2 Colored Containers	0.3%	0.1%	HAZARDOUS & E-WASTE		
HDPE #2 Neutral Containers	0.1%	0.1%	Paint	<0.1%	0.1%
PP #5 Containers	1.1%	0.2%	Vehicle and Equipment Fluids	0.0%	N/A
Other Plastic Containers (3, 4, 6, 7)	0.3%	0.1%	Used Oil and Oil Filters	0.0%	N/A
Bioplastics	<0.1%	0.1%	Large Rechargeable Batteries	0.0%	N/A
Recyclable Plastic Film	0.4%	0.1%	Household Batteries	<0.1%	0.0%
Nonrecyclable Film	7.3%	0.5%	Universal Waste Electronic Devices (UWED)	1.0%	0.5%
Durable Plastic Items	0.7%	0.3%	Covered Electronic Waste	0.0%	N/A
Expanded Polystyrene	0.5%	0.2%	Fluorescent Tubes	<0.1%	0.0%
Remainder/Composite Plastic	2.0%	0.4%	Treated Wood Waste	0.6%	0.3%
FOOD			Propane Gas Cylinders	<0.1%	0.0%
Potentially Donatable – Vegetative	1.4%	0.5%	Pharmaceuticals	0.2%	0.1%
Potentially Donatable – Eggs,	0.2%	0.1%	Sharps	<0.1%	0.0%
Potentially Donatable – Meat	0.2%	0.1%	Vapes	<0.1%	0.0%
Potentially Donatable -	0.5%	0.3%	All Other HHW	<0.1%	0.0%
Potentially Donatable - Packaged	1.1%	0.2%	RESIDUE/OTHER		
Not Donatable – Meat	1.8%	0.5%	Bulky Items	0.0%	N/A
Not Donatable – Non-meat	9.1%	1.6%	Tires	0.2%	0.3%
Inedible	7.9%	0.9%	Remainder/ Composite Special Waste	0.1%	0.1%
			Mixed Residue/Other	25.6%	3.2%

*If the confidence interval (+/-) is greater than the composition value, then the lower confidence limit should be interpreted as 0.0%

Appendix G – Visual Data Form

Marin 2024 Waste Characterization Study - Visual Sample						
Date:		M	T	W	Th	F
Time:		Sector: (circle one)		RES	COM	Est. Incoming Vol:
Jurisdiction of Origin:		General Categorization ¹ : (circle one) C&D RW CW BI LD				
Notes:						
MATERIAL TYPE		Proportion to Weight				
		Est. % of Load	Notes	EPA density (lb./CY)	Weight	
Paper	Cardboard					
	Mixed Paper					
	Other Paper					
Glass	Glass Bottles & Containers					
	Other Glass					
Metal	Aluminum Cans					
	Steel/Tin Cans					
	Non-Ferrous Metals					
	Ferrous Metals					
	Other Metal					
Plastic	Plastic Bottles & Containers					
	Plastic Film					
	Rigid Plastics					
	Expanded Polystyrene					
	Other Plastics					
Organics	Yard Debris/Green Waste					
	Food					
	Clean Dimensional Lumber					
	Clean Engineered Wood					
	Clean Pallets and Crates					
	Manure					
	Other Compostable					
C&D	Concrete					
	Asphalt					
	Gypsum Board/Drywall					
	Rock, Soil, and Fines					
	Other C&D					
HHW	Paint					
	Used Oil and Filters					
	Batteries					
	Electronic Waste					
	Other HHW					
Other	Carpet/Carpet Padding					
	Textiles					
	Treated/Painted Wood					
	Bulky Items					
	Tires					
	Residual/Bagged Waste					

Appendix H – Overall Self-Haul Material Compositions

Material Components	Composition	Material Components	Composition
PAPER		TEXTILES	
Cardboard	1.3%	Carpet/Carpet Padding	4.4%
Mixed Paper	2.0%	Textiles	1.9%
Other Paper	0.9%	C&D	
GLASS		Concrete	2.8%
Glass Bottles & Containers	0.5%	Asphalt	0.0%
Other Glass	1.5%	Gypsum Board/Drywall	2.4%
METAL		Rock, Soil, and Fines	1.9%
Aluminum Cans	0.1%	Other C&D	23.3%
Steel/Tin Cans	0.1%	HAZARDOUS & E-WASTE	
Non-Ferrous Metals	3.1%	Paint	0.0%
Ferrous Metals	2.6%	Used Oil and Filters	0.0%
Other Metal	0.1%	Batteries	0.0%
PLASTIC		Electronic Waste	1.5%
Plastic Bottles & Containers	0.2%	Treated/Painted Wood	12.4%
Plastic Film	1.3%	Other HHW	0.2%
Rigid Plastics	0.7%	RESIDUE/OTHER	
Expanded Polystyrene	0.1%	Bulky Items	9.0%
Other Plastics	0.3%	Tires	0.4%
FOOD		Residual/Bagged Waste	12.5%
Food	0.7%	Composition based on visual characterization of 58 waste loads	
YARD WASTE			
Yard Debris/Green Waste	4.4%		
OTHER ORGANICS			
Clean Dimensional Lumber	3.4%		
Clean Engineered Wood	1.0%		
Clean Pallets and Crates	2.4%		
Manure	0.0%		
Other Compostable	0.6%		

Appendix I - Self-Haul Material Diversion Classifications

Material Components		Divertible	Potentially Divertible	Other
Paper	Cardboard	X		
	Mixed Paper	X		
	Other Paper			X
Glass	Glass Bottles & Containers	X		
	Other Glass			X
Metal	Aluminum Cans	X		
	Steel/Tin Cans	X		
	Non-Ferrous Metals	X		
	Ferrous Metals	X		
	Other Metal			X
Plastic	Plastic Bottles & Containers	X		
	Plastic Film			X
	Rigid Plastics	X		
	Expanded Polystyrene			X
	Other Plastics			X
Organics	Yard Debris/Green Waste	X		
	Food		X	
	Clean Dimensional Lumber		X	
	Clean Engineered Wood		X	
	Clean Pallets and Crates		X	
	Manure		X	
	Other Compostable			X
Textiles	Carpet/Carpet Padding		X	
	Textiles			X
C&D	Concrete		X	
	Asphalt		X	
	Gypsum Board/Drywall		X	
	Rock, Soil, and Fines		X	
	Other C&D			X
HHW	Paint	X		
	Used Oil and Filters	X		
	Batteries	X		
	Electronic Waste	X		
	Treated/Painted Wood			X
	Other HHW			X
Other	Bulky Items	X		
	Tires	X		
	Residual/Bagged Waste			X



Zero Waste Marin - Waste Characterization Study

Marin Board Meeting – June 16, 2025

SCS ENGINEERS

Methodology

The sampling plan was based on 2023 hauler collection data provided by the five franchised waste haulers.



Sorted 80 samples at ~200 pounds each from landfill bound collection trucks.

Sector	Tons Collected	Percent of Total	Number of Samples
Commercial	48,713	48%	38
Multifamily	12,030	12%	10
Residential	40,168	40%	32
Overall	100,911	100%	80

Methodology

Jurisdiction	Tons Collected	Percent of Total	Planned Number of Samples	Number of Samples Pulled
Belvedere	717	1%	0	0
Corte Madera	3,599	4%	3	3
Fairfax	2,075	2%	1	1
Larkspur	6,171	6%	4	3
Mill Valley	5,241	5%	4	4
Novato	23,318	23%	19	19
Ross	883	1%	0	0
San Rafael	30,060	30%	24	24
Sausalito	2,374	2%	2	3
San Anselmo	3,922	4%	4	4
Tiburon	3,002	3%	3	3
Unincorporated	19,549	19%	16	16
Total	100,911	100%	80	80

Fieldwork

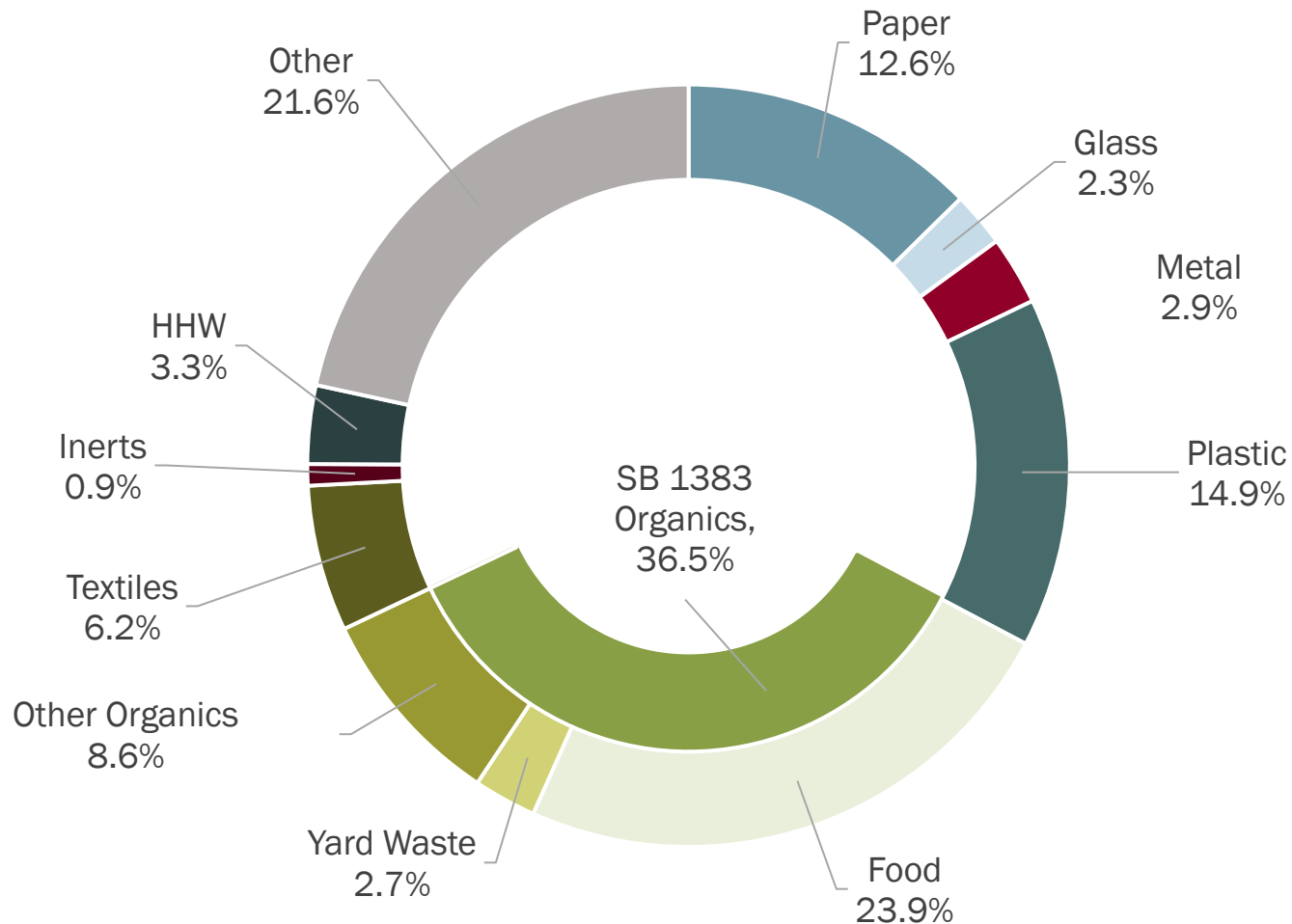


Pictured: Skid steer loading a sample at the Redwood Landfill.

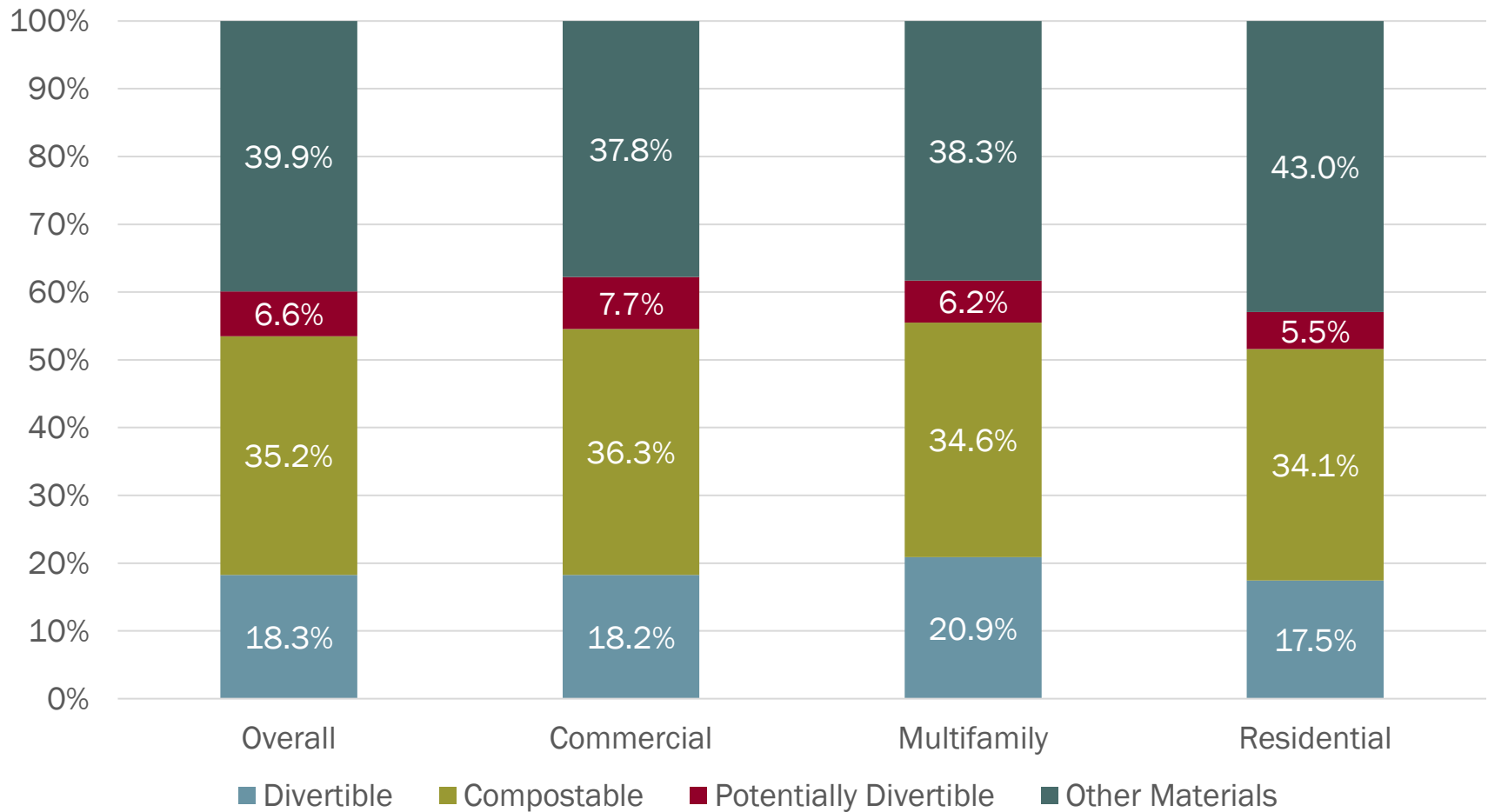


Pictured: SCS waste characterization sorting process.

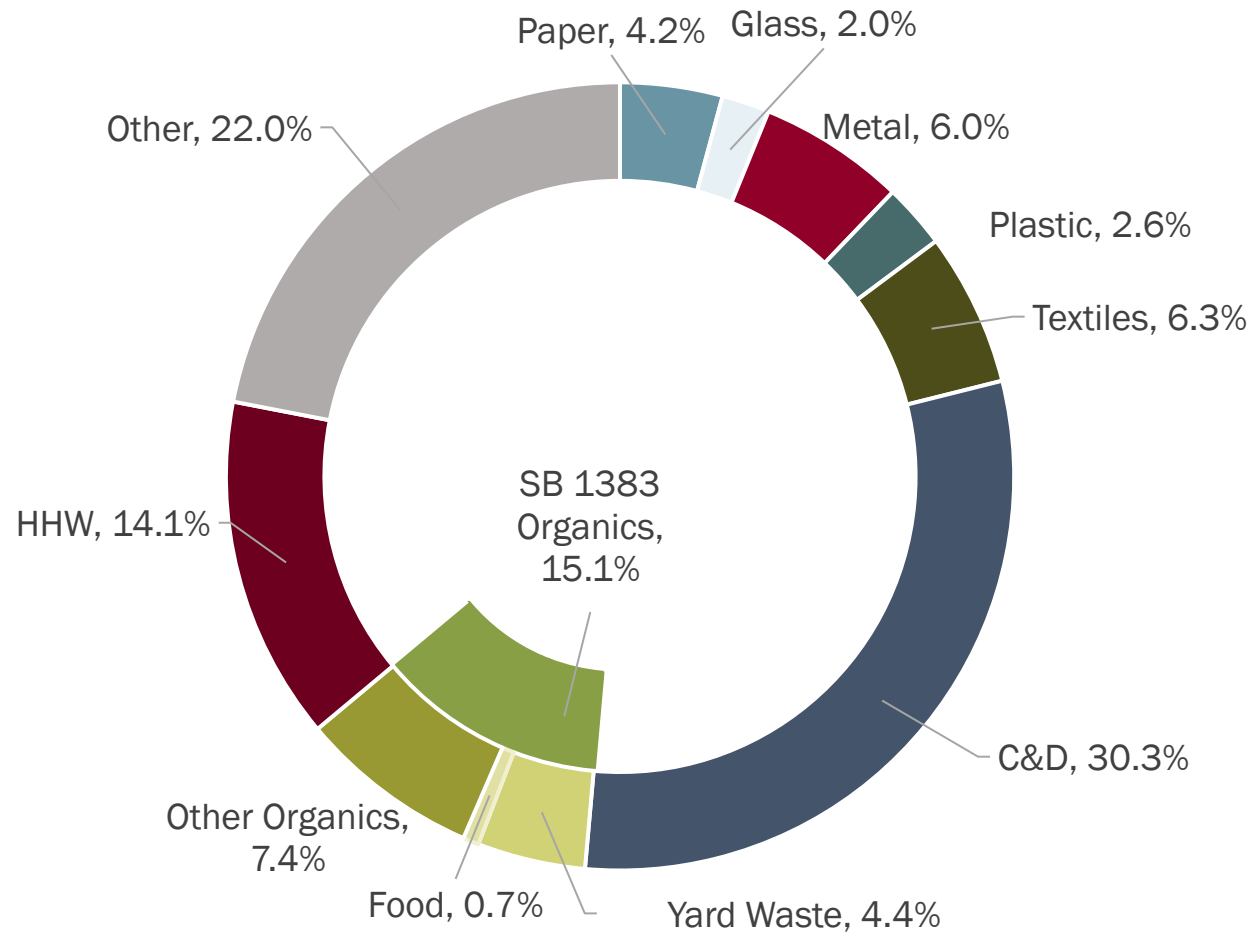
Key Results - Overall



Diversion Assessment



Key Results by Sector - Self-Haul



Self-Haul Samples



Recommendations

Education & Outreach	<p>Focus on Commercial sector education for improvement.</p> <p>Educate residents and junk haulers on separating self-haul loads for disposal.</p> <p>Focus outreach and education programs on food scrap collection for all sectors.</p> <p>Increase public awareness of compostable/food-soiled paper and fiber service ware diversion.</p>
Hazardous Materials	<p>Increase commercial awareness of hazardous materials and recycling/diversion opportunities.</p>
Textiles	<p>Promote textile reuse and recycling programs.</p>
SB 343	<p>Confirm recycling processing for cartons, gable-top containers, and LDPE #4 plastics.</p>
Capacity	<p>Confirm capacity for organic material at local facilities and Food Recovery Organizations.</p>
Food Recovery	<p>Implement and expand food recovery efforts within the county.</p>

STAFF REPORT – ITEM 7

TO JPA Board of Directors
FROM Kimberly Scheibly, Executive Director
SUBJECT Suggested Agenda Items
DATE June 16, 2025

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

RECOMMENDATION

Receive oral report. Information only.

SUGGESTED AGENDA ITEMS – ITEM 8

TO JPA Board of Directors
FROM Kimberly Scheibly, Executive Director
SUBJECT Suggested Agenda Items
DATE June 16, 2025

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.

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.

RECOMMENDATION Information Only.