

**AMENDED AND RESTATED AGREEMENT BETWEEN THE COUNTY OF
MARIN AND THE MARIN COUNTY HAZARDOUS AND SOLID WASTE JOINT
POWERS AUTHORITY FOR STAFFING AND OTHER SERVICES**

THIS AMENDED AND RESTATEMENT AGREEMENT, hereinafter referred to as Agreement, is made and entered into this 21 day of May, 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County" and the MARIN County HAZARDOUS AND SOLID WASTE JOINT POWERS AUTHORITY, hereinafter referred to as "Authority".

WHEREAS, Authority and County entered into an agreement dated February 26, 2013 (the "Original Agreement"), whereby the County agreed to administer and manage the services set forth in Articles 6.1 and 6.2 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached hereto as Exhibit A; and

WHEREAS, the Original Agreement was amended on June 16, 2020, to extend the term of the Original Agreement; and

WHEREAS, the parties desire to further amend and restate the Original Agreement to provide further clarification regarding the services and staffing provided by the County to the Authority; and

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

WITNESSETH:

1. SCOPE OF WORK

Authority agrees to engage County and County agrees to administer and manage the Articles 6.1 and 6.2 services that are described as the revised Marin County Hazardous Materials and Solid Waste Programs and are set forth in the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement (Revised Waste JPA Agreement), attached hereto as Exhibit A and other scope of services as set forth in Exhibit B attached hereto.

2. TERM OF AGREEMENT

The term of this Agreement shall commence upon May 21, 2024 and shall expire on May 21, 2025. Upon expiration of the term or any renewal term, this Agreement shall automatically renew for successive one (1) year terms unless, at

least one hundred and eighty (180) days prior to the renewal date, either party provides to the other written notice of its desire not to automatically renew this Agreement.

3. COUNTY TO PROVIDE STAFF FOR THE PROGRAMS OF THE AUTHORITY

County's Department of Public Works shall provide Authority with staff to perform the services agreed upon in Articles 6.1, 6.2, and 6.3 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement. County shall provide the following staffing to the Authority:

- a. Executive Director: County shall provide an employee of Authority's choosing to serve as Authority's Executive Director. The Authority shall review and approve the class specification for the Executive Director position, along with a proposed salary range, and forward the information to the County for review and approval. The position shall go through the County hiring processes, testing, and background checks and be entitled to the same benefits, including, but not limited to, health insurance, vacation, and retirement, generally provided by County-to-County employees. The Executive Director shall perform his or her duties as required by law, the JPA Agreement and as specified or directed by Authority.
- b. Additional Staff. County shall provide additional dedicated staff to assist the Executive Director in carrying out the day-to-day operations of Authority.

Staffing levels provided to the Authority are determined by the workplan and budget as described in Section 5 and Exhibit C.

4. STATUS OF COUNTY STAFF

The responsibility for the Executive Director and support staff provided by County, including hiring of County personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to County personnel, shall remain with County. Authority understands and agrees that County is bound to abide by bargaining agreements covering County employees performing services hereunder including County's Memoranda of Understanding (MOU) for its represented employees and various policies and procedures for its management classified employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any

additional rights and privilege of employment, if any, given to Authority employees. Authority shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services under this Agreement, or any liability other than that provided for in this Agreement. These terms do not apply to non-COUNTY employees. Executive Director shall take policy direction and direction for all Authority work exclusively from Authority Governing Board. Authority Governing Board can take action to determine that Executive Director or County staff are not meeting expectations.

5. AUTHORITY WORK PLAN AND BUDGET

- a. Authority shall adopt an Annual Budget by June 1st of each fiscal year. This process shall follow the historic methodology in which the County will present a proposed budget and work plan to the JPA Executive Committee for initial review. Following the Executive Committee's review, the budget will be forwarded to the full Authority Board for final approval. The budget and accompanying staff report shall include language that identifies specific programs and contracts to be funded, and identifies optional Article 6.2 programs that will be administered and considered part of the Authority's work plan.
- b. During the budget approval process of each fiscal year of this Agreement, all County departments providing services to Authority shall contact Authority to negotiate conditions of reimbursement and shall accommodate the necessary aspects of the approved Authority Budget into the County budget. Representatives from Authority and County shall meet prior to adoption of the respective annual County and Authority budgets to determine and calculate the proposed rates of reimbursement during the succeeding fiscal year which will be necessary to achieve the full cost reimbursement provided.

6. OFFICE SPACE:

County shall provide the Executive Director with sufficient office space in the same area as the office space provided for the additional staff members.

7. COUNTY PERFORMANCE AND REPORTS

County staff shall manage the daily activities of the Authority; staff the Authority Board of Directors and Executive Committee and prepare agenda packets; monitor, oversee and evaluate service contracts, renegotiate them as they expire; coordinate with other agencies, prepare and administer Authority annual budget; coordinate annual audit; prepare and submit annual report to the California Department of Resources Recycling and Recovery as required by regulations stay current with legal and programmatic changes affecting Authority programs; and

represent the Authority with the media, member agencies, and other governmental agencies and residents.

8. DESIGNATION OF COUNTY DEPARTMENT OF FINANCE AS AUTHORITY TREASURER

Pursuant to Section 9.3 of Marin County Hazardous and Solid Waste Joint Powers Agreement, the Authority appoints the County Department of Finance as Treasurer of the Authority. The Treasurer shall fulfill all obligations set forth in Article 9.3 of the revised JPA Agreement, attached hereto as Exhibit A.

9. PAYMENT TERMS

Reimbursement: In consideration of County's fulfillment of the promised services and personnel, Authority shall reimburse County for all costs (including the costs of salary and benefits, equipment, insurance, supplies, materials, and incidental travel/transportation) incurred by County. The rates shall be determined and mutually agreed to by the parties as follows:

- a. Rent: As detailed in Exhibit C.
- b. Staffing: Costs for the fiscal year 2024-2025 are set forth in Exhibit C" which is hereby attached and incorporated in this Agreement by reference. Staffing costs include the following and are determined as part of the annual budget process (Exhibit C)
 - i. Salary according to County Classification and rate schedule.
 - ii. Full cost benefits including:
 1. Health Fringe
 2. Paid time off (vacation, sick, etc.)
 3. Retirement
 4. Retirement Health
 5. Workers Comp
 6. Medicare
 - iii. Professional expenses
 1. Travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.
 2. Memberships in Professional Organizations for the advancement of the Authority's workplan.
 3. Professional development including conferences & courses, including housing, travel and food, for the advancement of the Authority's workplan.
 - iv. Administrative overhead (15%).
 1. Accounting, Procurement, Contract, Information Technology, Finance, Maintenance & Other Support
- c. Adjustment for Additional Authority Requested Services. Authority shall

reimburse County for the actual costs (including the costs of labor, equipment, supplies materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by Authority.

10. METHOD OF REIMBURSEMENT

Reimbursement for the actual costs of expenditures for rent, staff, overhead, services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the County to Authority of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. County shall submit such invoices at least twice per year to the Executive Director who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice considering such requirements. A separate budget fund account shall be established for the County division, currently known as the Department of Waste Management, for deposit of Authority funds for this purpose.

11. APPROPRIATIONS

Authority shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by Authority prior to County approval of a contingency transfer. Any County appropriations in excess of Authority's budget for the current fiscal year shall be charged as an expense in Authority's current fiscal budget and shall be reimbursed to County in the following fiscal year.

12. ACCESS TO RECORDS/RETENTION

Authority shall have access to any books, documents, papers and records of County that are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after Authority makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with Authority in providing all necessary data in a timely and responsive manner to comply with all Authority reporting requirements.

13. COUNTY AS INDEPENDENT CONTRACTOR

The parties hereto agree that County (including County's agents, servants and employees) is not an employee of the Authority and nothing in this agreement shall be construed as creating the relationship of employer/employee. County shall assume full responsibility for the actions of its employees as related to the services provided under this Agreement. The Authority shall not supervise the County's employees in the performance of their duties but shall look to County for contract performance related to the programs set forth in Section ___ and Exhibit "A" of this Agreement, and the annual budget.

14. CONFLICT OF INTEREST

The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq. relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Director of Authority and all other County employed Authority staff shall not perform any work under this Agreement that might reasonably be considered detrimental to Authority's interests. Authority staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest.

15. ASSIGNABILITY

County shall not assign any portion of the Agreement services except with the previous consent of the Authority. No such consent shall be construed as making the Authority a party to the subcontract or subjecting the Authority to liability of any kind to any subcontractor or assignee. No assignee shall, under any circumstances, relieve the County of its liability and obligation under this Agreement.

16. ANTI-DISCRIMINATION

In the performance of the terms of this agreement, the County shall not engage in unlawful discrimination against any individual based on race, color, religion, nationality, sex, sexual preference, age, or handicapped condition or any other protected classification. The parties hereto acknowledge the applicability of Section 504 of the Federal Rehabilitation Act (29 USC 794) and the provisions of the Americans with Disabilities Act (42 USC 12101, et seq.) to each of them, and agree that in the unlawful discrimination against any otherwise qualified individual with a disability is prohibited in the performance of this contract.

17. INDEMNIFICATION

Indemnification shall be as set forth under Article 10 of the revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached as "Exhibit A".

18. LAWS AND REGULATIONS

The County shall perform all services in accordance with all applicable federal, state and local laws and regulations.

19. AUDIT OF BOOKS AND RECORDS

Following completion of this Agreement, Authority may undertake an independent audit and/or evaluation of the County's records, accounts, expenditures and program activities related to this Agreement at its own expense. County agrees to furnish all items necessary to complete said audit and/or evaluation subject to restrictions on confidentiality and limited to the expenditure or receipt of program funds and program quality. County shall maintain such records as are necessary to verify all hours worked and expenses incurred, and such records shall be available for inspection at all reasonable times during the term of this Agreement and for seven (7) years following final payment to the County.

20. SEVERABILITY

If any provision of this Agreement is held invalid all other provisions of this Agreement shall remain in full force and effect.

21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified from time to time upon mutual agreement in writing by and between the Authority and County.

22. ENTIRETY OF AGREEMENT

This Agreement and its exhibits and attachments constitute the entire agreement as to the matters addressed herein. All previous agreements, proposals, presentations, promises, understandings and negotiations, whether written or oral, relative to matters addressed in this Agreement are hereby superseded except to the extent that they are incorporated into this Agreement or as otherwise provided in this Agreement. No modification, amendment, supplements to or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by the parties.

23. TERMINATION

It is expressly understood that either party shall have the right to terminate this

Agreement upon one hundred and eighty (180) days written notice to the other party. Upon termination, Authority agrees to pay County for all services performed prior to termination which are included in the Scope of Services, Paragraph 1 of this Agreement.

IN, WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first above written.

COUNTY OF MARIN

By 

President of the Board of Supervisors

APPROVED AS TO FORM:

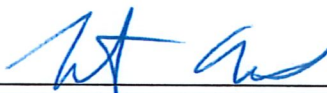
County Counsel

APPROVED AS TO FORM:



County Counsel

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

By 

Chair

EXHIBIT "A"

Revised Marin County Hazardous and Solid Waste Joint Powers Agreement

EXHIBIT "B"

SCOPE OF SERVICES

COUNTY shall provide the following services to AUTHORITY as set forth in the JPA Agreement and as set forth below:

Fiscal Scope of Services

1. Plans, implements, organizes, directs, and monitors AUTHORITY fiscal systems, financial controls and accounting operations including general ledger and cost accounting, budgeting for assigned divisions/departments, program billings, contractor payments, financial reporting, and internal auditing.
2. Develops quality standards and continually evaluates AUTHORITY accounting, financial reporting, and auditing systems to ensure compliance with sound accounting principles and local, State and Federal policies and guidelines.
3. Establishes and maintains positive working relationships with AUTHORITY management and staff, outside agencies, vendors, and external auditors.
4. Prepares budget for the AUTHORITY.
5. Provides training, if necessary to AUTHORITY in the areas of accounting applications, budget administration, application of the law, and other fiscal and administrative support as necessary.
6. Plans, develops, and coordinates fiscal management policies, goals, objectives, procedures, standards, and programs with the AUTHORITY management team.
7. Communicates and interprets fiscal management goals, objectives, policies, procedures, standards, programs and services to AUTHORITY management and support staff.
8. Identifies computerized accounting, budgeting, billing, program management and other management information system requirements and works with AUTHORITY management team to design and implement the requirements.

Executive Director

COUNTY shall provide AUTHORITY, a full-time Executive Director to manage the functions of the AUTHORITY.

The Executive Director shall be responsible for the administration of AUTHORITY, including executing contracts and grants and the direction of the AUTHORITY Board and have the responsibilities as set forth in the JPA Agreement.

EXHIBIT "C"
COMPENSATION

Staffing: Salaries are determined by department, classification, and step (1-5).

Benefit rates are updated periodically to facilitate planning and accounting for cost recovery estimates. For FY 2023-24, the benefit rate was 47.1%. These benefit rates are based on the budgeted countywide average and assume a step 5 salary rate. The actual charges will be different for each employee. For cost recovery purposes, The County will use actual cost of services, based on payroll records for invoicing the JPA.

In addition to the salary and benefit rate, a 15% administrative overhead is charged to cover administrative services identified in *(add location in agreement)*.

The following County staff are allocated to provide services for the JPA:

Title	% Time allocated to JPA
Assistant Director	1%
Executive Director/Planning Manager	85%
Program Manager	70%
Senior Planner	90%
Senior Planner	90%
Senior Planner	100%
Senior Program Coordinator	100%
Waste Mgmt. Specialist	50%
Waste Mgmt. Specialist	75%
Administrative Assistant I	20%

**Allocations are approximations*

Rent: Staff are currently located at 1600 Los Gatos, Suite 210. Rental costs are determined by the County Administrators Office and the Department of Finance and are part of the Cost Allocation plan. Rent is charged based on square footage used and shared. Rent due to the County from the JPA is based on the average percentage of allocated staff time for the JPA. Ex. In FY 2024, rent was determined to be \$27,692.50 for the County Department of Public Works Waste Management Division. Based on the average percentage (68%), the JPA will owe the County of Marin \$18,830.90.

