



TOWN OF FAIRFAX

STAFF REPORT

May 3, 2023

TO: Mayor and Town Council

FROM: Heather Abrams, Town Manager

SUBJECT: Authorize the Town Manager to sign the amendment to the 1996 Revised Hazardous and Solid Waste Joint Powers Agreement County of Marin (“Zero Waste Marin”)

RECOMMENDATION

Authorize the Town Manager to sign the amendment to the 1996 Revised Hazardous and Solid Waste Joint Powers Agreement County of Marin.

DISCUSSION

The County of Marin and the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon entered into an agreement in 1993 to create a Hazardous and Solid Waste Joint Powers Authority (JPA) to work together on the mandates set forth in AB 939. The agreement was amended in 1995 and restated in 1996. Since then, it has been the foundational guide for the JPA. Currently, we are updating the JPA Agreement to include the following three administrative changes.

- 1) The County of Marin is responsible for management of programs in the Certified Unified Program Agency (CUPA) by state law, which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program, and the Tiered Permit On-Site Treatment Program. Prior to 2006, the City of San Rafael managed its own CUPA. This is now the sole responsibility of the County of Marin and is reflected in this administrative update with changes to Preamble A, page 1 and Article 3, section 3.3 Member Programs.
- 2) California state law mandates that all cities, counties, and approved regional solid waste management agencies are responsible for enacting integrated waste management plans (IWMP) and implementing programs to divert solid waste from landfills. In addition, state law mandates that a local task force be formed to advise the JPA Board on waste-related matters to ensure compliance with the IWMP. The original passage in Preamble D was amended to add language to ensure we have a qualified technical task force to serve as an advisory group to the JPA Board.
- 3) Article 18 Designated Entity
This Article was added as an administrative change to state that County laws shall apply to the JPA pursuant to Government Code 6509.

FISCAL IMPACT

None.

ATTACHMENTS

- A. Original signed 1996 agreement
- B. Redlined 1996 agreement
- C. Amendment to the 1996 Agreement
- D. San Rafael CUPA to County 2006

REVISED HAZARDOUS AND SOLID WASTE
JOINT POWERS AGREEMENT
COUNTY OF MARIN

This Agreement is entered into this 1st day of July, 1996 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

PREAMBLE

The principle objectives of the agencies signatory to this Agreement are as follows:

A. Scope of the Agreement. The principle responsibilities of the new Authority, established by this Agreement, are to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code.

Responsibilities for programs in the Certified Unified Program Agency (CUPA), which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program, are to be managed as provided for by state law. The City of San Rafael will continue to administer its own CUPA programs. The County will administer these programs for the remaining Cities and Towns.

Operation of a household hazardous waste collection program is also mandated by state law. The County, the Cities and Towns will establish a local program that is available to their residents.

B. Limiting Membership in the Authority. Membership in the Authority will be limited to the County, the Cities and Towns. The districts included under the previous agreement are not signatories to this agreement and will not serve in any governing role. Representatives of the districts would continue to be included on the AB 939 Local Task Force.

C. Governing Structure. The day-to-day administration of the Authority will be vested with an Executive Committee responsible to the Board of Directors for the administration and management of Authority affairs. The Executive Committee will be comprised of the Chair and Vice Chair of the governing Board plus three Board members from the County, the City of San Rafael and the City of Novato.

The Board of Directors shall be comprised of one representative for each member agency. The Board member may be a member of the agency's City/Town Council or Board of Supervisors or the agency's staff.

A majority of the members of the Board of Directors will constitute a quorum for purposes of conducting business, and a majority of a quorum will be authorized to act on behalf of the Authority.

D. AB 939 Local Task Force. The Board will establish and be advised by an AB 939 Local Task Force, whose composition, duties and authority are specified in Public Resources Code Section 40950. The Task Force will include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established in this Agreement.

If a conflict between this preamble and the specifications contained in Article 1 through Article 17 is presented, it is the intent of this Agreement that the Articles are to be considered determinative.

ARTICLE 1: FACTS AND DECLARATIONS

Solid Waste Management

WHEREAS, Sections 40900 to 43000 of the State Public Resources Code requires the County and each of its Cities to prepare, adopt, and implement source reduction and recycling elements and requires the County to prepare a county-wide siting element and a county integrated waste management plan; and

WHEREAS, the County, Cities, and Towns believe it would be to their mutual advantage and the public benefit to coordinate their power and authority to implement integrated waste management programs which meet the waste management requirements of State law; and

Hazardous Waste Management

WHEREAS, Government Code Section 66780.8 and Health and Safety Code Section 25135 through 25135.8 establishes a planning process and requirements for the preparation, adoption, amendment, administration, and enforcement of County hazardous waste management plans; and

Existing Solid Waste Management System

WHEREAS, an effective system of solid waste collection, recycling, diversion and disposal currently exists within the county involving the franchised waste haulers.

Role of Districts

WHEREAS, the Sanitary Districts of Almonte, Alto, Homestead Valley, Las Gallinas, Novato, and Ross Valley, and the Community Service Districts of Marin City and Tamalpais, and the Bolinas Community Public Utility District, and the Strawberry Recreation District and the Stinson Beach County Water District (hereafter collectively referred to as the "Districts") play a role in the regulation of the existing solid waste management system and will continue to exercise responsibilities in the effort to fully comply with State solid waste diversion goals; and

WHEREAS, the County, Cities and Towns acting through this Agreement intend to strengthen the existing solid waste management system in the operation and development of future waste management activities; and

Joint Planning and Implementation

WHEREAS, the County, Cities and Towns believe that many of the programs and facilities described in the above mentioned elements and plans will be both long-term and most cost-effectively provided on a multi-jurisdictional or county-wide basis; and

WHEREAS, the County, Cities and Towns believe that a separate, special purpose agency responsible for, and capable of, preparation, adoption, revision, amendment, administration, and enforcement of the Marin County Integrated Waste Management Plan and, the Marin County Hazardous Waste Management Plan (hereafter referred to as the "Plans"), and planning, financing, implementing, managing, and maintaining of the related programs would be most cost-effective on a County-wide basis; and

WHEREAS, the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) provides for joint action by two or more public agencies, and Public Resources Code section 41823 authorizes a city or county or agency formed under a joint exercise of powers agreement for the purpose of preparing and implementing source reduction and recycling elements on a county-wide integrated waste management plan; and

WHEREAS, it is the intent of the contracting agencies to utilize these statutory authorizations in this Agreement; and

Public Involvement

WHEREAS, the County, Cities and Towns intend to encourage ongoing community involvement in the development and implementation of future solid and hazardous waste activities by utilizing an AB 939 Task Force, advisory committees, community meetings, and other similar mechanisms to obtain public participation in these activities; and

Legislation and Markets

WHEREAS, the County, Cities and Towns intend to actively promote markets for recycled materials and advocate legislation which furthers the reduce, reuse, recycle hierarchy; and

Promoting Cost Effective Programs

WHEREAS, in the planning and implementation of countywide programs, the County, Cities and Towns intend to give particular attention to the cost-effectiveness of programs; and

Sharing Of Costs In An Equitable Manner

WHEREAS, it is the intent of the County, Cities and Towns that costs for planning and implementing solid and hazardous waste programs will be based on a fair and equitable allocation system that considers previous investments of each member, the relative benefits to each member and the actual cost of service; and

NOW, THEREFORE, the Agencies agree as follows:

ARTICLE 2: DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- A. **"Agencies"** shall mean the County, Cities and Towns.
- B. **"Agreement"** shall mean this agreement that establishes the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- C. **"Authority"** shall mean the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- D. **"Board"** shall mean the governing body of the County of Marin Hazardous and Solid Waste Joint Powers Authority.

- E. **"County"** shall mean the County of Marin.
- F. **"Cities"** shall mean the cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito.
- G. **"Towns"** shall mean the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon.
- H. **"Executive Committee"** shall mean the committee composed of the Chair and Vice-Chair of the Governing Board plus three additional members of the Governing Board as appointed by the Governing Board.
- I. **"Hazardous Waste Facility"** shall mean a facility which includes all contiguous land and structures used for the handling, treating, recycling, storing or disposing of hazardous wastes.
- J. **"Members"** shall mean the County, Cities or Towns which are signatories to this Agreement.
- K. **"Quorum"** shall mean a majority of the Board Members.

ARTICLE 3: PURPOSE

3.1 Purpose of Agreement

The purpose of this Agreement is to establish a public entity separate from the County and each of the Cities and Towns. This public entity is to be known as the County of Marin Hazardous and Solid Waste Joint Powers Authority (hereafter referred to as the "Authority").

3.2 Purpose of Authority

The purpose of the Authority shall be to comply with Sections 40900 to 43000 of the Public Resources Code, Section 66780.8 of the Government Code and Health and Safety Code Sections 25135 through 25135.8.

- a. Prepare, adopt, revise, amend, administer and enforce hazardous waste and solid waste plans.
- b. Plan, finance, implement, manage and/or monitor multi-jurisdictional or county-wide programs and facilities related to the plans.
- c. And other new requirements imposed on the member agencies by future acts of the State or Federal Government as agreed by the member agencies.

3.3 Member Programs

It is recognized that members, such as the City of San Rafael, operate required programs outside the scope of this Agreement, such as administering a hazardous materials and an underground storage tank program and other programs covered by the Certified Unified Program Agency (CUPA).

ARTICLE 4: CREATION OF MARIN COUNTY WASTE MANAGEMENT AUTHORITY

4.1 Creation of Authority

There is hereby created by the County, Cities and Towns of Marin the Marin County Hazardous and Solid Waste Management Authority to exercise in the manner set forth in this Agreement the powers common to each of the Agencies.

4.2 Separate Entity

The Authority shall be a public entity separate from the Agencies. Pursuant to Government Code Section 6503.5, notice of the Agreement shall be filed with the Secretary of State within 30 days of this Agreement's effective date. Pursuant to Government code Section 6508.1 the debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities or obligations of any parties to the Agreement.

ARTICLE 5: POWERS OF THE AUTHORITY

5.1 General Powers

The Authority shall have any and all powers authorized by law to the parties and may:

- a. Prepare, adopt, revise, amend, administer and enforce the provisions of the Plans;
- b. Evaluate and recommend programs designed to achieve compliance with AB 939 in a cost effective manner;
- c. Implement those programs for member agencies that choose to participate under section 6.2 of this Agreement;
- d. Advise the members on issues related to regional hazardous and solid waste facilities and programs;
- e. Advocate the interests of the members related to regional hazardous and solid waste facilities and programs with local, state and federal officials;
- f. Plan for regional hazardous and solid waste facilities and programs;
- g. Develop regional hazardous and solid waste programs;

- h. Develop markets for the reuse of recyclable materials;
- i. Contract for the operation of regional hazardous and solid waste facilities and programs;
- j. Regulate rates of regional hazardous and solid waste facilities and programs;
- k. Advise on matters of hazardous and solid waste rates and charges.

Nothing in this Agreement shall be construed to authorize franchise of solid waste collection.

5.2 Specific Powers

In carrying out its general powers granted pursuant to the statutes noted in Section 5.1, the Authority is hereby authorized to perform all acts necessary for the exercise of said powers which may include but are not limited to the following:

- a. Adopt ordinances and resolutions,
- b. Monitor performance,
- c. Make and enter into contracts,
- d. Apply for and accept grants, advances, and contributions,
- e. Employ or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary,
- f. Conduct studies,
- g. Acquire, hold or dispose of property,
- h. Sue and be sued in its own name,
- i. Appoint and retain legal counsel as necessary to fulfill its powers, duties and responsibilities under this Agreement
- j. Incur debts, liabilities or obligations subject to limitations herein set forth,
- k. Levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law, against all entities to which the Agreement or law applies,
- l. To adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement,
- m. Issue bonds, subject to the provisions and limitations of the Government Code of the State of California,
- n. Adopt annually, by July 1 of each fiscal year, an annual workplan and corresponding budget setting forth all administrative, operational and capital expenses for the Authority, and
- o. Implement the programs authorized in Article 6, and
- p. Indemnify the member agencies pursuant to Article 10.

5.3 By-Laws

The Board may adopt from time to time such policies, procedures, by-laws, rules or regulations for the conduct of its affairs as may be required.

ARTICLE 6: PROGRAMS OF THE AUTHORITY

6.1 Basic Programs of the Authority

It is agreed that the following functions will form the basic minimum programs to be undertaken by the Authority on behalf of all of the member agencies.

- a. Administration. Administrative functions of the Authority as related to this section.
- b. Planning. Preparation, amendment, administration and monitoring of the county-wide portions of the AB939 plans. This includes: the Source Reduction and Recycling Element, the Household Hazardous Waste Element, the Solid Waste Facility Siting Element, the Non-Disposal Facility Element and the Countywide Integrated Waste Management Plan.
- c. Monitoring and Reporting. Comply with the requirements of the various identified statutes to maintain and report on efforts to meet the waste diversion goals of State law.
- d. Compliance Review. Develop, evaluate and recommend various programs designed to bring about compliance with AB 939 requirements for member agencies that choose to participate under section 6.2.
- e. Legislation. Track legislation pertaining to hazardous and solid waste issues and recommend position statements to the Board of Directors.

6.2 Agency Election to Participate in Authority Programs

Except for the basic programs listed in Section 6.1 above, member agencies may, by formal action of their governing boards, choose whether or not they wish to participate in and fund programs to be developed by the Authority.

6.3 Contract with County and/or Others

The Authority intends to contract with the County and others to perform the programs as listed in Section 3.2, "Purpose of Authority" and the "Basic Programs" of the Authority listed in Section 6.1. of this Agreement.

ARTICLE 7: ORGANIZATION OF AUTHORITY

7.1 Members

- a. The County, Cities and Towns may enter into this Agreement by July 1, 1996.
- b. The County, and any City or Town may be considered for membership in the Authority after July 1, 1996, by presenting an adopted resolution to the Board which includes a request to become a member of the Authority and Board and upon a majority affirmative vote of a quorum of the Board accepting the County, City or Town and upon payment of any charges and upon satisfaction of any conditions established by the Board as a prerequisite for membership.

7.2 Board

- a. The Authority shall be governed by the "Board" which shall exercise all powers and authority on behalf of the Authority.
- b. The Board shall consist of one member of the governing body or the chief administrative officer of the County and each of the Cities and Towns which are party to this Agreement. Upon execution of this Agreement, the governing body of the County and each of the Cities and Towns shall appoint its member of the Board and another member to serve as an alternate to the Board, to serve in the absence of the regular member. Each member and alternate shall serve at the pleasure of the governing body of the appointing agency. Any change in appointment of a member or alternate shall be by action of the governing body of the appointing agency.
- c. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Authority shall act upon majority vote of those in attendance, each member having one vote, of the members of the Board.
- d. The Board shall elect by majority vote, from its members, a Chair and Vice Chair. The Chair shall represent the Authority and execute any contracts and other documents when required by the Rules of Procedure and/or By-Laws. The Vice-Chair shall serve in the absence of the Chair.

7.3 Executive Committee

- a. The Executive Committee shall be responsible to the Board for the administration and management of Authority affairs, for the provision of assistance and advice to the Board.
- b. The Executive Committee shall be composed of the Chair and Vice-Chair plus three other members of the Governing Board elected by the Board. Three of the

committee members must be from the County, San Rafael, and Novato. One representative shall be selected by the Southern Marin cities of Sausalito, Tiburon, Belvedere and Mill Valley. One representative shall be selected by the Ross Valley cities of Ross, San Anselmo, Fairfax, Larkspur and Corte Madera.

- c. Three members of the Executive Committee shall constitute a quorum for the transaction of business. No action shall be taken by the Executive Committee except upon a majority affirmative vote of the quorum (each member having one vote) of the members of the Executive Committee.
- d. Members shall serve two-year terms and may be reappointed.

7.4 Additional Committees

- a. The member agencies shall establish an AB 939 Local Task Force whose composition, duties and authority are described in Public Resource Code Section 40950. The Task Force so established shall be advisory to the Governing Board established under this Agreement.
- b. The AB 939 Local Task Force shall include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established under this Agreement.
- c. In addition to the Executive Committee and an AB 939 Local Task Force, the Board may from time to time establish additional committees to carry out Authority purposes, and appoint committee members from the Board, the legislative bodies or administration of member agencies, Authority staff, and/or staff of the member agencies. The Board may also establish and appoint members to citizen's advisory committees as deemed appropriate.
- d. To the extent practical, the Board shall appoint members to committees in such a manner as to encourage the broadest possible participation of the member agencies.

ARTICLE 8: MEETINGS AND REPORTS

8.1 Board Meetings

- a. The Board shall hold at least one (1) regular meeting each year as determined by the by-laws.
- b. Special meetings of the Board may be called in accordance with the provision of Section 54956 of the California Government Code.

- c. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et. seq. of the California Government Code), and other applicable laws of the State of California requiring notice be given of meetings of public bodies.
- d. Minutes of all Board meetings will be kept and shall, as soon as possible after each meeting, be forwarded to each member and alternate member of the Board.
- e. The Chair of the Board shall cause correspondence to be prepared and delivered as directed by the Board.
- f. The public agency with whom the Authority contracts with to provide services shall be the keeper of the official records of the Authority.

8.2 Executive Committee Meetings

- a. The Executive Committee shall hold at least one (1) meeting each quarter .
- b. Special meetings of the Executive Committee may be called by the Chair, or by a majority of the members of the Executive Committee or at the direction of the Board.
- c. Minutes of all Executive Committee meetings will be kept and shall, as soon as possible after each meeting, be forwarded to members of the committee and to each member and alternate member of the Board.

8.3 Other Committee Meetings

- a. Other Committee's shall hold meetings as may be called by the Committee Chair, or a majority of the members.
- b. Minutes of all meetings will be kept and forwarded to members of the committee and to each member and alternate of the Board.

8.4 Progress Reports

At least annually, a report on the progress toward achieving the diversion goals of state law shall be prepared and distributed to members of the Governing Board.

ARTICLE 9: FUNDING

9.1 Authority Budget

The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by June 1 of each succeeding year. Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify

the programs of the Authority and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

9.2 Funding of the Authority

The Authority has the need and legal authority to levy fees and charges for programs, services and permits. The Authority is authorized to levy fees for only those programs identified in Section 6.1, Basic Programs of the Authority, and Section 6.2, Agency Election to Participate in Authority Programs. The funding for programs identified in Section 6.1 should be as specified in Section 9.2.B. The Authority is also authorized to levy fees and charges for administrative activities, permits and programs with independent funding.

- a. The Basic Programs of the Authority defined in Section 6.1 shall be funded as follows and adjusted annually as may be needed to fund the Basic Programs.
 - i. A fee shall be charged directly to every franchised solid waste hauler in Marin County. The fee shall be based on a rate per ton of solid waste collected and disposed based on the 1994 disposed tonnages listed on Exhibit A attached to this Agreement. Exhibit A shall be amended within ninety (90) days after a member agency approves a new franchise and a fee shall be established in a manner determined by the Executive Committee. The base year will be adjusted every two years starting in July 1, 1998 based on the most recent state certified tonnages. The fee is to be paid in two equal payments due July 30 and January 30 of each year.
 - ii. A fee shall be charged at all permitted landfills in Marin County to all non-franchised haulers. The fee shall be based on a rate per ton for all tons of waste disposed at the landfill. The landfills shall forward these fees collected on a monthly basis.
- b. The Authority is authorized to establish additional programs as defined in Section 6.2 with the approval of the Board of Directors and the individual Authority members participating in any such additional programs. The funding mechanism for any additional programs shall be developed as a component of every additional program and must have approval by the Board of Directors and each member agency participating in any additional program. All costs including overhead or administration of any additional program shall not be charged to the Basic Programs.
- c. The Authority may charge fees to the extent allowed by law for administrative services rendered to the public or any member agencies such as, but not limited to, copying, processing fees, legal costs, preparation of reports, etc. The Authority

may also charge to the extent allowed below for programs intended to be fully cost covering, such as permit fees, applications, EIRs, educational materials, such as decals and pamphlets, monitoring of any programs, permits or application approvals. All fees under this Section shall be approved by the Board of Directors in conjunction with the annual adoption of this Authority's budget.

9.3 Duties of Treasurer

- a. The Board shall appoint a Treasurer from among the senior management staff of the member agencies. The Treasurer shall be either the County Auditor/Controller, or the Treasurer Tax Collector or the Finance Director of one of the members.
- b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practice, Government Code section 6505.-The books and records of the Authority shall be open to inspection at all reasonable times to the County, Cities, and Towns and their representatives.
- c. The Treasurer, within ninety (90) days after the close of each fiscal year (which shall be from July 1 to June 30), shall give a complete written report of all financial activities for such fiscal year to the County, Cities, and Towns.
- d. The Treasurer shall prepare such financial reports as may be directed by the Board or Executive Committee.
- e. The Treasurer shall cause an independent annual audit of the accounts and records to be conducted by a certified public accountant in compliance with the requirements of section 6505 of the Government Code and generally accepted auditing standards.

9.4 Debts and Liabilities

No debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Agency and each party's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the parties hereto may agree.

9.5 Disposition of Authority Funds Upon Termination

- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, remaining upon

termination of the Authority and after payment of all obligations shall be transferred to the successor public entity.

- b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be provided in proportion to the contribution of each agency's ratepayers contributed during the term of this Agreement. Any such Authority funds received in this manner shall be used to defray the Agency's cost of hazardous and solid waste management programs or facilities.
- c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.
- d. In the event the Authority is terminated under circumstances falling with (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to member agencies or any successor shall be final.

9.6 Financial Liability of Member Agencies

In the event of a default by the Authority, the member agencies shall be liable for the Authority's debts in a proportion equal to the contribution of each agency's ratepayers to the funding of the Authority.

ARTICLE 10: INDEMNIFICATION

The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority, the County, Cities, Towns and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless the County, Cities, Towns and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

ARTICLE 11: EFFECTIVE DATE

This Agreement shall become effective when two-thirds (2/3) of the Cities, Towns and the County execute the Agreement, but not before July 1, 1996.

ARTICLE 12: TERMINATION

This Agreement may be terminated by the Board upon notice of withdrawal being received from a majority of the member agencies. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to Section 9.5 of Article 9 of this Agreement.

ARTICLE 13: AMENDMENTS

This Agreement may be amended only upon the two-thirds (2/3) affirmative vote of the Board.

ARTICLE 14: WITHDRAWAL

Any City, Town, or the County may withdraw from this Agreement effective July 1st of any year upon ninety (90) days, prior to the end of the fiscal year, written notice to the Authority. Upon withdrawal, a City, Town, or the County retains its financial obligations for current contracts executed to fulfill this Agreement, assumes responsibility for its obligations under AB 939, and assumes that responsibility at its own expense.

ARTICLE 15: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

ARTICLE 16: NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each agency.

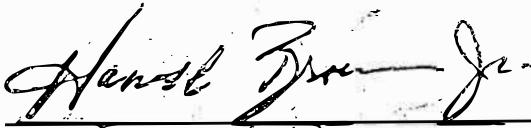
ARTICLE 17: AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

COUNTY OF MARIN

Date 04-09-96

By: 
CHAIRMAN

CITY OF BELVEDERE

Date 5.22.96

By 

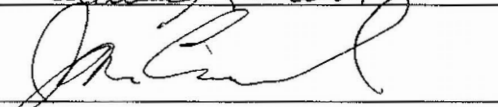
CITY OF LARKSPUR

Date Aug 15, 1996

By 

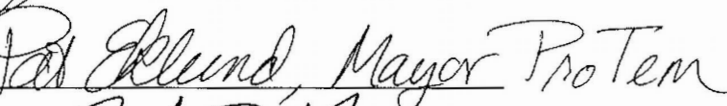
CITY OF MILL VALLEY

Date May 22, 1996

By 

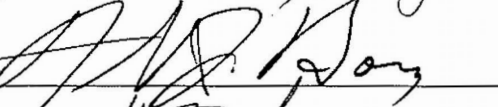
CITY OF NOVATO

Date 4/23/96

By 

CITY OF SAN RAFAEL

Date 5/22/96

By 

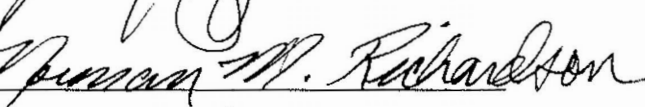
CITY OF SAUSALITO

Date 6/6/96

By 


TOWN OF CORTE MADERA

Date 5/7/96

By 

TOWN OF FAIRFAX

Date 5/22/96

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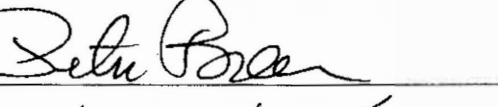
TOWN OF ROSS

Date _____

By _____

TOWN OF SAN ANSELMO

Date 5-23-96

By 

TOWN OF TIBURON

Date 4/8/96

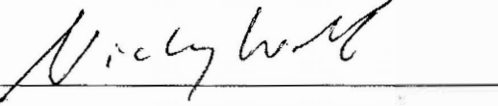
By 

EXHIBIT A. 1994 DISPOSAL

Franchised Haulers	1994 DISPOSAL(tons)			TOTAL TONS
	Garbage & Debris	Self-Haul	Commercial	
Bay Cities	11,193	N/A	N/A	11,193
Fairfax	4,158	N/A	N/A	4,158
Marin Sanitary	53,007	N/A	N/A	53,007
Mill Valley Refuse	28,074	N/A	N/A	28,074
Novato Disposal	33,272	N/A	N/A	33,272
San Anselmo	7,271	N/A	N/A	7,271
Shoreline	6,742	N/A	N/A	6,742
Tam CSD	2,321	N/A	N/A	2,321
Total Franchised Hauler	146,038	N/A	N/A	146,038
Facilities				
Landfills				
Nest Marin		1,755	3,879	5,634
Redwood		7,747	15,220	22,967
Total Landfills		9,502	19,099	28,601
WSS Transfer Station			3,722	3,722
Marin Resource Recovery		18,582	6,214	24,796
TOTALS	146,038	28,084	25,313	203,157

REVISED HAZARDOUS AND SOLID WASTE
JOINT POWERS AGREEMENT
COUNTY OF MARIN

This Agreement is entered into this 1st day of July, 1996 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

PREAMBLE

The principal objectives of the agencies signatory to this agreement are as follows:

A. Scope of the Agreement. The principal responsibilities of the new Authority, established by this Agreement, are to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code.

Responsibilities for programs in the Certified Unified Program Agency (CUPA), which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program, are to be managed as provided for by state law. The ~~City of San Rafael~~ County will ~~continue to administer its own CUPA these~~ programs. ~~The County will administer these programs~~ for the ~~remaining County~~ Cities and Towns.

Operation of a household hazardous waste collection program is also managed by state law. The County, the Cities and Towns will establish a local program that is available to their residents.

B. Limiting Membership in the Authority. Membership in the Authority will be limited to the County, the Cities and Towns. The districts included under the previous agreement are not signatories to this agreement and will not serve in any governing role. Representatives of the districts would continue to be included on the AB 939 Local Task Force.

C. Governing Structure. The day-to-day administration of the Authority will be vested with an Executive Committee responsible to the Board of Directors for the administration and management of Authority affairs. The Executive Committee will be comprised of the Chair and Vice Chair of the governing Board plus three Board members from the County, the City of San Rafael and the City of Novato.

The Board of Directors shall be comprised of one representative for each member agency.

Commented [SK1]: The County of Marin is responsible for management of programs in the Certified Unified Program Agency (CUPA) by state law, which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program. Prior to 2006, the City of San Rafael managed its own CUPA. This is now the sole responsibility of the County of Marin and is reflected in this administrative update. The City of San Rafael; however, was contracted with by the JPA to oversee the operation of the permanent HHW facility. The City will turn over the oversight responsibility to the JPA July 1, 2023. With this change, we took the opportunity to update the agreement to reflect the change that occurred in 2006.

The Board member may be a member of the agency's City/Town Council or Board of Supervisors or the agency's staff.

A majority of the members of the Board of Directors will constitute a quorum for purposes of conducting business, and a majority of a quorum will be authorized to act on behalf of the Authority.

D. AB 939 Local Task Force. The Board will establish and be advised by an AB 939 Local Task Force, whose composition, duties and authority are specified in Public Resources Code Section 40950. The Task Force will include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives with technical expertise in solid waste, recycling and organics management appointed by the member agencies serving on the Executive Committee established in this Agreement.

Commented [SK2]: This was edited to add language to ensure we have a qualified technical task force to serve as an advisory group to the JPA Board and provide feedback on progress towards our goals, new program needs, recycling markets, legislation, and funding as set forth in AB 939.

If a conflict between this preamble and the specifications contained in Article 1 through Article 17 is presented, it is the intent of this Agreement that the Articles are to be considered determinative.

ARTICLE 1: FACTS AND DECLARTAIIONS

Solid Waste Management

WHEREAS, Sections 40900 to 43000 of the State Public Resources Code requires the County and each of its Cities to prepare, adopt, and implement source reduction and recycling elements and requires the County to prepare a county-wide siting element and a county integrated waste management plan; and

WHEREAS, the County, Cities, and Towns believe it would be to their mutual advantage and the public benefit to coordinate their power and authority to implement integrated waste management programs which meet the waste management requirements of State law; and

Hazardous Waste Management

WHEREAS, Government Code Section 66780.8 and Health and Safety Code Section 25135 through 25135.8 establishes a planning process and requirements for the preparation, adoption, amendment, administration, and enforcement of County hazardous waste management plans: and

Existing Solid Waste Management System

WHEREAS, an effective system of solid waste collection, recycling, diversion and disposal currently exists within the county involving franchised waste haulers.

Role of Districts

WHEREAS, the Sanitary Districts of Almonte, Alto, Homestead Valley, Las Gallinas, Novato, and Ross Valley, and the Community Service Districts of Marin City and Tamalpais, and the Bolinas Community Public Utility District, and the Strawberry Recreation District and the Stinson Beach County Water District (hereafter collectively referred to as the "Districts") play a role in the regulation of the existing solid waste management system and will continue to exercise responsibilities in the effort to fully comply with State solid waste diversion goals; and

WHEREAS, the County, Cities and Towns acting through this Agreement intend to strengthen the existing solid waste management system in the operation and development of future waste management activities; and

Joint Planning and Implementation

WHEREAS, the County, Cities and Towns believe that many of the programs and facilities described in the above mentioned elements and plans will be both long-term and most cost-effectively provided on a multi-jurisdictional or county-wide basis; and

WHEREAS, the County, Cities and Towns believe that a separate, special purpose agency responsible for, and capable of, preparation, adoption, revision, amendment, administration, and enforcement of the Marin County Integrated Waste Management Plan and, the Marin County Hazardous Waste Management Plan (hereafter referred to as the "Plans"), and planning, financing, implementing, managing, and maintaining of the related programs would be most cost-effective on a County-wide basis; and

WHEREAS, the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) provides for joint action by two or more public agencies, and Public Resources Code section 41823 authorizes a city or county or agency formed under a joint exercise of powers agreement for the purpose of preparing and implementing source reduction and recycling elements on a county-wide integrated waste management plan; and

WHEREAS, it is the intent of the contracting agencies to utilize these statutory authorizations in this Agreement; and

Public Involvement

WHEREAS, the County, Cities and Towns intend to encourage ongoing community involvement in the development and implementation of future solid and hazardous waste activities by utilizing an AB 939 Task Force, advisory committees, community meetings, and other similar mechanisms to obtain public participation in these activities; and

Legislation and Markets

WHEREAS, the County, Cities and Towns intend to actively promote markets for recycled materials and advocate legislation which furthers the reduce, reuse, recycle hierarchy; and

Promoting Cost Effective Programs

WHEREAS, in the planning and implementation of countywide programs, the County, Cities and Towns intend to give particular attention to the cost-effectiveness of programs; and

Sharing Of Costs In An Equitable Manner

WHEREAS, it is the intent of the County, Cities and Towns that costs for planning and implementing solid and hazardous waste programs will be based on a fair and equitable allocation system that considers previous investments of each member, the relative benefits to each member and the actual cost of service; and

NOW, THEREFORE, the Agencies agree as follows:

ARTICLE 2: DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- A. "**Agencies**" shall mean the County, Cities and Towns.

- B. "**Agreement**" shall mean this agreement that establishes the County of Marin Hazardous and Solid Waste Joint Powers Authority.

- C. **"Authority"** shall mean the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- D. **"Board"** shall mean the governing body of the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- E. **"County"** shall mean the County of Marin.
- F. **"Cities"** shall mean the cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito.
- G. **"Towns"** shall mean the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon.
- H. **"Executive Committee"** shall mean the committee composed of the Chair and Vice-Chair of the Governing Board plus three additional members of the Governing Board as appointed by the Governing Board.
- I. **"Hazardous Waste Facility"** shall mean a facility which includes all contiguous land and structures used for the handling, treating, recycling, storing or disposing of hazardous wastes.
- J. **"Members"** shall mean the County, Cities or Towns which are signatories to this Agreement.
- K. **"Quorum"** shall mean a majority of the Board Members.

ARTICLE 3: PURPOSE

3.1 Purpose of Agreement

The purpose of this Agreement is to establish a public entity separate from the County and each of the Cities and Towns. This public entity is to be known as the County of Marin Hazardous and Solid Waste Joint Powers Authority (hereafter referred to as the "Authority").

3.2 Purpose of Authority

The purpose of the Authority shall be to comply with Sections 40900 to 43000 of the Public Resources Code, Section 66780.8 of the Government Code and Health and Safety Code Sections 25135 through 25135.8.

- a. Prepare, adopt, revise, amend, administer and enforce hazardous waste and solid waste plans.
- b. Plan, finance, implement, manage and/or monitor multi-jurisdictional or county-wide programs and facilities related to the plans.
- c. And other new requirements imposed on the member agencies by future acts of the State or Federal Government as agreed by the member agencies.

3.3 Member Programs

~~It is recognized that members, such as the City of San Rafael, operate required programs outside the scope of this Agreement, such as administering a hazardous materials and an underground storage tank program and other programs covered by the Certified Unified Program Agency (CUPA).~~

Commented [SK3]: Removed to reflect change in Preamble A

ARTICLE 4: CREATION OF MARIN COUNTY

WASTE MANAGEMENT AUTHORITY

4.1 Creation of Authority

There is hereby created by the County, Cities and Towns of Marin the Marin County Hazardous and Solid Waste Management Authority to exercise in the manner set forth in this Agreement the powers common to each of the Agencies.

4.2 Separate Entity

The Authority shall be a public entity separate from the Agencies. Pursuant to Government Code Section 6503.5, notice of the Agreement shall be filed with the Secretary of State within 30 days of this Agreement's effective date. Pursuant to Government Section 6508.1 the debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities or obligations of any parties to the Agreement.

ARTICLE 5: POWERS OF THE AUTHORITY

5.1 General Powers

The Authority shall have any and all powers authorized by law to the parties and may:

- a. Prepare, adopt, revise, amend, administer and enforce the provisions of the Plans;
- b. Evaluate and recommend programs designed to achieve compliance with AB 939 in a cost effective manner,

- c. Implement those programs for member agencies that choose to participate under section 6.2 of this Agreement;
- d. Advise the members on issues related to regional hazardous and solid waste facilities and programs;
- e. Advocate the interests of the members related to regional hazardous and solid waste facilities and programs with local, state and federal officials;
- f. Plan for regional hazardous and solid waste facilities and programs;
- g. Develop regional hazardous and solid waste programs;
- h. Develop markets for the reuse of recyclable materials;
- i. Contract for the operation of regional hazardous and solid waste facilities and programs;
- j. Regulate rates of regional hazardous and solid waste facilities and programs;
- k. Advise on matters of hazardous and solid waste rates and charges.

Nothing in this Agreement shall be construed to authorize franchise of solid waste collection.

5.2 Specific Powers

In carrying out its general powers granted pursuant to the statutes noted in Section 5 .1, the Authority is hereby authorized to perform all acts necessary for the exercise of said powers which may include but are not limited to the following:

- a. Adopt ordinances and resolutions,
- b. Monitor performance,
- c. Make and enter into contracts,
- d. Apply for and accept grants, advances, and contributions,
- e. Employ or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary,
- f. Conduct studies,
- g. Acquire, hold or dispose of property,
- h. Sue and be sued in its own name,
- i. Appoint and retain legal counsel as necessary to fulfill its powers, duties and responsibilities under this Agreement
- j. Incur debts, liabilities or obligations subject to limitations herein set forth,
- k. Levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law, against all entities to which the Agreement or law applies,
- l. To adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement,
- m. Issue bonds, subject to the provisions and limitations of the Government Code of the State of California,
- n. Adopt annually, by July 1 of each fiscal year, an annual workplan and corresponding budget setting forth all administrative, operational and capital expenses for the Authority, and

- o. Implement the programs authorized in Article 6, and
- p. Indemnify the member agencies pursuant to Article 10.

5.3 By-Laws

The Board may adopt from time to time such policies, procedures, by-laws, rules or regulations for the conduct of its affairs as may be required.

ARTICLE 6: PROGRAMS OF THE AUTHORITY

6.1 Basic Programs of the Authority

It is agreed that the following functions will form the basic minimum programs to be undertaken by the Authority on behalf of all of the member agencies.

- a. Administration. Administrative functions of the Authority as related to this section.
- b. Planning. Preparation, amendment, administration and monitoring of the county-wide portions of the AB939 plans. This includes: the Source Reduction and Recycling Element, the Household Hazardous Waste Element, the Solid Waste Facility Siting Element, the Non-Disposal Facility Element and the Countywide Integrated Waste Management Plan.
- c. Monitoring and Reporting. Comply with the requirements of the various identified statutes to maintain and report on efforts to meet the waste diversion goals of State law.
- d. Compliance Review. Develop, evaluate and recommend various programs designed to bring about compliance with AB 939 requirements for member agencies that choose to participate under section 6.2.
- e. Legislation. Track legislation pertaining to hazardous and solid waste issues and recommend position statements to the Board of Directors.

6.2 Agency Election to Participate in Authority Programs

Except for the basic programs listed in Section 6.1 above, member agencies may, by formal action of their governing boards, choose whether or not they wish to participate in and fund programs to be developed by the Authority.

6.3 Contract with County and/or Others

The Authority intends to contract with the County and others to perform the programs as listed in Section 3.2, "Purpose of Authority" and the "Basic Programs" of the Authority listed in Section 6.1. of this Agreement.

ARTICLE 7: ORGANIZATION OF AUTHORITY

7.1 Members

- a. The County, Cities and Towns may enter into this Agreement by July 1, 1996.
- b. The County, and any City or Town may be considered for membership in the Authority after July 1, 1996, by presenting an adopted resolution to the Board which includes a request to become a member of the Authority and Board and upon a majority affirmative vote of a quorum of the Board accepting the County, City or Town and upon payment of any charges and upon satisfaction of any conditions established by the Board as a prerequisite for membership.

7.2 Board

- a. The Authority shall be governed by the "Board" which shall exercise all powers and authority on behalf of the Authority.
- b. The Board shall consist of one member of the governing body or the chief administrative officer of the County and each of the Cities and Towns which are party to this Agreement. Upon execution of this Agreement, the governing body of the County and each of the Cities and Towns shall appoint its member of the Board and another member to serve as an alternate to the Board, to serve in the absence of the regular member. Each member and alternate shall serve at the pleasure of the governing body of the appointing agency. Any change in appointment of a member or alternate shall be by action of the governing body of the appointing agency.
- c. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Authority shall act upon majority vote of those in attendance, each member having one vote, of the members of the Board.
- d. The Board shall elect by majority vote, from its members, a Chair and Vice Chair. The Chair shall represent the Authority and execute any contracts and other documents when required by the Rules of Procedure and/or By-Laws. The Vice-Chair shall serve in the absence of the Chair.

7.3 Executive Committee

- a. The Executive Committee shall be responsible to the Board for the administration and management of Authority affairs, for the provision of assistance and advice to the Board.
- b. The Executive Committee shall be composed of the Chair and Vice-Chair plus three other members of the Governing Board elected by the Board. Three of the committee

members must be from the County, San Rafael, and Novato. One representative shall be selected by the Southern Marin cities of Sausalito, Tiburon, Belvedere and Mill Valley. One representative shall be selected by the Ross Valley cities of Ross, San Anselmo, Fairfax, Larkspur and Corte Madera.

- c. Three members of the Executive Committee shall constitute a quorum for the transaction of business. No action shall be taken by the Executive Committee except upon a majority affirmative vote of the quorum (each member having one vote) of the members of the Executive Committee.
- d. Members shall serve two-year terms and may be reappointed.

7.4 Additional Committees

- a. The member agencies shall establish an AB 939 Local Task Force whose composition, duties and authority are described in Public Resource Code Section 40950. The Task Force so established shall be advisory to the Governing Board established under this Agreement.
- b. The AB 939 Local Task Force shall include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established under this Agreement.
- c. In addition to the Executive Committee and an AB 939 Local Task Force, the Board may from time to time establish additional committees to carry out Authority purposes, and appoint committee members from the Board, the legislative bodies or administration of member agencies, Authority staff, and/or staff of the member agencies. The Board may also establish and appoint members to citizen's advisory committees as deemed appropriate.
- d. To the extent practical, the Board shall appoint members to committees in such a manner as to encourage the broadest possible participation of the member agencies.

ARTICLE 8: MEETINGS AND REPORTS

8.1 Board Meetings

- a. The Board shall hold at least one (1) regular meeting each year as determined by the by-laws.
- b. Special meetings of the Board may be called in accordance with the provision of Section 54956 of the California Government Code.

- c. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et. seq. of the California Government Code), and other applicable laws of the State of California requiring notice be given of meetings of public bodies.
- d. Minutes of all Board meetings will be kept and shall, as soon as possible after each meeting, be forwarded to each member and alternate member of the Board.
- e. The Chair of the Board shall cause correspondence to be prepared and delivered as directed by the Board.
- f. The public agency with whom the Authority contracts with to provide services shall be the keeper of the official records of the Authority.

8.2 Executive Committee Meetings

- a. The Executive Committee shall hold at least one (1) meeting each quarter.
- b. Special meetings of the Executive Committee may be called by the Chair, or by a majority of the members of the Executive Committee or at the direction of the Board.
- c. Minutes of all Executive Committee meetings will be kept and shall, as soon as possible after each meeting, be forwarded to members of the committee and to each member and alternate member of the Board.

8.3 Other Committee Meetings

- a. Other Committee's shall hold meetings as may be called by the Committee Chair, or a majority of the members.
- b. Minutes of all meetings will be kept and forwarded to members of the committee and to each member and alternate of the Board.

8.4 Progress Reports

At least annually, a report on the progress toward achieving the diversion goals of state law shall be prepared and distributed to members of the Governing Board.

ARTICLE 9: FUNDING

9.1 Authority Budget

The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by June 1 of each succeeding year. Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the Authority and allocate funds by program. The

budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

9.2 Funding of the Authority

The Authority has the need and legal authority to levy fees and charges for programs, services and permits. The Authority is authorized to levy fees for only those programs identified in Section 6.1. Basic Programs of the Authority, and Section 6.2, Agency Election to Participate in Authority Programs. The funding for programs identified in Section 6.1 should be as specified in Section 9.2.B. The Authority is also authorized to levy fees and charges for administrative activities, permits and programs with independent funding.

- a. The Basic Programs of the Authority defined in Section 6.1 shall be funded as follows and adjusted annually as may be needed to fund the Basic Programs.
 - i. A fee shall be charged directly to every franchised solid waste hauler in Marin County. The fee shall be based on a rate per ton of solid waste collected and disposed based on the 1994 disposed tonnages listed on Exhibit A attached to this Agreement. Exhibit A shall be amended within ninety (90) days after a member agency approves a new franchise and a fee shall be established in a manner determined by the Executive Committee. The base year will be adjusted every two years starting in July 1, 1998 based on the most recent state certified tonnages. The fee is to be paid in two equal payments due July 30 and January 30 of each year.
 - ii. A fee shall be charged at all permitted landfills in Marin County to all non-franchised haulers. The fee shall be based on a rate per ton for all tons of waste disposed at the landfill. The landfills shall forward these fees collected on a monthly basis.
- b. The Authority is authorized to establish additional programs as defined in Section 6.2 with the approval of the Board of Directors and the individual Authority members participating in any such additional programs. The funding mechanism for any additional programs shall be developed as a component of every additional program and must have approval by the Board of Directors and each member agency participating in any additional program. A..11 costs including overhead or administration of any additional program shall not be charged to the Basic Programs.
- c. The Authority may charge fees to the extent allowed by law for administrative services rendered to the public or any member agencies such as, but not limited to, copying, processing fees, legal costs, preparation of reports, etc. The Authority may also charge to the extent allowed below for programs intended to be fully cost covering, such as permit fees, applications, EIRs, educational materials, such as decals and pamphlets, monitoring of any programs, permits or application approvals. All fees under this Section shall be

approved by the Board of Directors in conjunction with the annual adoption of this Authority's budget.

9.3 Duties of Treasurer

- a. The Board shall appoint a Treasurer from among the senior management staff of the member agencies. The Treasurer shall be either the County Auditor/Controller, or the Treasurer Tax Collector or the Finance Director of one of the members.
- b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practice, Government Code section 6505. The books and records of the Authority shall be open to inspection at all reasonable times to the County, Cities, and Towns and their representatives.
- c. The Treasurer, within ninety (90) days after the close of each fiscal year (which shall be from July 1 to June 30), shall give a complete written report of all financial activities for such fiscal year to the County, Cities, and Towns.
- d. The Treasurer shall prepare such financial reports as may be directed by the Board or Executive Committee.
- e. The Treasurer shall cause an independent annual audit of the accounts and records to be conducted by a certified public accountant in compliance with the requirements of section 6505 of the Government Code and generally accepted auditing standards.

9.4 Debts and Liabilities

No debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Agency and each party's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the parties hereto may agree.

9.5 Disposition of Authority Funds Upon Termination

- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits remaining upon termination of the Authority and after payment of all obligations shall be transferred to the successor public entity.
- b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be provided in proportion to the contribution of each agency's ratepayers contributed during the term of this Agreement. Any such Authority funds

received in this manner shall be used to defray the Agency's cost of hazardous and solid waste management programs or facilities.

- c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.
- d. In the event the Authority is terminated under circumstances falling with (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to member agencies or any successor shall be final.

9.6 Financial Liability of Member Agencies

In the event of a default by the Authority, the member agencies shall be liable for the Authority's debts in a proportion equal to the contribution of each agency's ratepayers to the funding of the Authority.

ARTICLE 10: INDEMNIFICATION

The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority, the County, Cities, Towns and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless the County, Cities, Towns and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

ARTICLE 11: EFFECTIVE DATE

This Agreement shall become effective when two-thirds (2/3) of the Cities, Towns and the County execute the Agreement, but not before July 1, 1996.

ARTICLE 12: TERMINATION

This Agreement may be terminated by the Board upon notice of withdrawal being received from a majority of the member agencies. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to Section 9.5 of Article 9 of this Agreement.

ARTICLE 13: AMENDMENTS

This Agreement may be amended only upon the two-thirds (2/3) affirmative vote of the Board.

ARTICLE 14: WITHDRAWAL

Any City, Town, or the County may withdraw from this Agreement effective July 1st of any year upon ninety (90) days, prior to the end of the fiscal year, written notice to the Authority. Upon withdrawal, a City, Town, or the County retains its financial obligations for current contracts executed to fulfill this Agreement, assumes responsibility for its obligations under AB 939, and assumes that responsibility at its own expense.

ARTICLE 15: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

ARTICLE 16: NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each agency.

ARTICLE 17: AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

ARTICLE 18: DESIGNATED ENTITY

This Amendment shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement not specifically modified, amended or superseded herein remain unchanged and in full force and effect.

This Amendment may be executed in any number of counterparts, each of which will be entitled to be the original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

Commented [SK4]: This Article was added as an administrative change to state that County laws shall apply to the JPA pursuant to Government Code 6509.

COUNTY OF MARIN
Date 04-09-96

By: *Hansel Brown Jr.*
CHAIRMAN

CITY OF BELVEDERE
Date 5-22-96

By *Stephen P. Johnson*

CITY OF LARKSPUR
Date Aug 15, 1996

By *Samuel Bennett*

CITY OF MILL VALLEY
Date May 22, 1996

By *[Signature]*

CITY OF NOVATO
Date 4/23/96

By *Pat Edlund, Mayor Pro Tem*

CITY OF SAN RAFAEL
Date 5/24/96

By *A.J. King*

CITY OF SAUSALITO
Date 6/6/96

By *[Signature]*

TOWN OF CORTE MADERA
Date 5/7/96

By *Norman M. Richardson*

TOWN OF FAIRFAX
Date 5/22/96

By *[Signature]*

TOWN OF ROSS
Date 5/13/96

By *Kelley Lind*

TOWN OF SAN ANSELMO
Date 5-23-96

By *[Signature]*

TOWN OF TIBURON
Date 4/5/96

By *[Signature]*

EXHIBIT A.
1994 DISPOSAL

Franchised Haulers	1994 DISPOSAL (TONS)			TOTAL TONS
	Garbage & Debris	Self-Haul	Commercial	
Bay Cities	11,193	N/A	N/A	11,193
Fairfax	4,158	N/A	N/A	4,158
Marin Sanitary	53,007	N/A	N/A	53,007
Mill Valley Refuse	28,074	N/A	N/A	28,074
Novato Disposal	33,272	N/A	N/A	33,272
San Anselmo	7,271	N/A	N/A	7,271
Shoreline	6,742	N/A	N/A	6,742
Tam CSD	2,321	N/A	N/A	2,321
Total Franchised Hauler	146038	N/A	N/A	146038
Facilities				
Landfills				
West Marin		1,755	3,879	5,634
Redwood		7,747	15,220	22,967
Total Landfills		9,502	19,099	28,601
MSS Transfer Station			3,722	3,722
Marin Resources Recovery		18,582	6,214	24,796
TOTALS	146038	28,084	25,313	203,157

**AMENDMENT TO REVISED HAZARDOUS
AND SOLID WASTE JOINT POWERS
AGREEMENT COUNTY OF MARIN**

This AMENDMENT, is entered into this ___ day of _____, 2023 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), and the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

WITNESSETH:

WHEREAS, County, Cities and Towns entered into a Revised Hazardous and Solid Waste Joint Powers Agreement ("Agreement") dated July 1, 1996 for the mutual exercise of certain functions to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code; and

WHEREAS, effective June 30, 2023, the City of San Rafael desires to terminate its agreement to operate the Household Hazardous Waste program on behalf of the Marin County Hazardous and Solid Waste Management Joint Powers Authority; and

WHEREAS, the parties seek to make amendments to the Agreement to clarify the Agreement terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby amend the Agreement as follows:

1. The Second Paragraph of Section A of the Preamble (Scope of the Agreement) is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Responsibilities for programs in the Certified Unified Program Agency (CUPA), which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program, are to be managed as provided for by state law. The County will administer these programs for the County, Cities and Towns.

2. Section D of the Preamble (AB 939 Local Task Force) is hereby amended and shall hereafter be and read as follows:

The Board will establish and be advised by an AB 939 Local Task Force, whose composition, duties, and authority are specified in Public Resources Code Section 40950. The Task Force will include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives with technical expertise in solid waste, recycling and organics management appointed by the member agencies serving on the Executive Committee established in this Agreement.

3. Article 18 is added to the Agreement as follows:

ARTICLE 18: DESIGNATED ENTITY

Except as otherwise permitted by law, and pursuant to Government Code section 6509, the parties hereby designate that the JPA shall be subject to the restrictions upon the manner of exercising its powers that are applicable to the County.

4. This Amendment shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties.
5. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement not specifically modified, amended or superseded herein remain unchanged and in full force and effect.
6. This Amendment may be executed in any number of counterparts, each of which will be entitled to be the original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

COUNTY OF MARIN

Date: _____ Title: _____ Signature: _____

CITY OF BELVEDERE

Date: _____ Title: _____ Signature: _____

CITY OF LARKSPUR

Date: _____ Title: _____ Signature: _____

CITY OF MILL VALLEY

Date: _____ Title: _____ Signature: _____

CITY OF NOVATO

Date: _____ Title: _____ Signature: _____

CITY OF SAN RAFAEL

Date: _____ Title: _____ Signature: _____

CITY OF SAUSALITO

Date: _____ Title: _____ Signature: _____

TOWN OF CORTE MADERA

Date: _____ Title: _____ Signature: _____

TOWN OF FAIRFAX

Date: _____ Title: _____ Signature: _____

TOWN OF ROSS

Date: _____ Title: _____ Signature: _____

TOWN OF SAN ANSELMO

Date: _____ Title: _____ Signature: _____

TOWN OF TIBURON

Date: _____ Title: _____ Signature: _____



CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • P.O. BOX 2815, SACRAMENTO, CALIFORNIA 95812-2815
(916) 323-2514 • (916) 324-0908 FAX • WWW.CALEPA.CA.GOV

EDMUND G. BROWN JR.
GOVERNOR

JAN 31 2013

Secretary's Award for Environmental Achievement

The California Environmental Protection Agency is proud to present the Secretary's Award for Environmental Achievement to the County of Marin, Department of Public Works.

The Marin County Department of Public Works was certified by the California Environmental Protection Agency as the Certified Unified Program Agency (CUPA) for Marin County in 1996. Through hard work, dedication, innovation, partnership, and outreach, the Marin County Department of Public Works has developed into an outstanding example of how a moderate sized CUPA can have a large impact. Over the past ten years, three CUPA performance evaluations show that the Marin County CUPA has demonstrated marked improvement, leading to efficient and effective implementation of the Unified Program. In fact the CUPA's last performance evaluation revealed zero program deficiencies and resulted in a performance rating of "Meets or Exceeds" program standards. Very few CUPAs achieve this top-level rating.

The Marin County CUPA is exceeding its inspection frequency requirements in all program elements and has excellent return-to-compliance rates. It has well-trained and knowledgeable management and inspection staff, and it has fully implemented the Aboveground Petroleum Storage Act program and established an excellent working relationship with the Marin County Council. Additionally, the CUPA has developed and implemented a "take back" program for hazardous materials in "big box" stores. The program was successfully implemented using a phased approach, starting with the largest "big box" stores and working down to smaller stores.

In March 2006, the Marin County CUPA absorbed the Unified Program in the City of San Rafael. When the County CUPA initially accepted the City's program, many of the businesses in San Rafael were unaware that they were not in compliance and many were not conducting the required business activities. The Marin County CUPA's approach to developing solid long-term relationships with San Rafael businesses was remarkable. To help ease the transition, the CUPA concentrated on educating and providing technical assistance to these businesses, while ensuring compliance. Part of the educational outreach included conducting introductory site visits and consultation visits lasting up to two hours. During these visits the CUPA inspectors walked the businesses through the laws and regulations to build a positive

AIR RESOURCES BOARD • DEPARTMENT OF PESTICIDE REGULATION • DEPARTMENT OF TOXIC SUBSTANCES CONTROL
OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
STATE WATER RESOURCES CONTROL BOARD • REGIONAL WATER QUALITY CONTROL BOARDS

working relationship. The inspectors also explained their inspection process so businesses were aware of and were prepared for the next inspection. The Unified Program is now fully implemented in the City of Rafael and a majority of the regulated businesses are in full compliance. This transition was executed effectively and efficiently by the Marin County CUPA, ensuring a smooth transition for over 400 businesses in the City.

The Marin County CUPA has also made significant strides in the implementation of electronic reporting. It has transitioned its data management system to a new data management system provided by Garrison, uploading most of the data from the older system. To help regulated businesses comply with Unified Program reporting, the Marin County CUPA has included additional information in the system that exceeds what is required by the State. The CUPA will also be purchasing equipment to provide electronic inspections, which will be immediately downloaded into the Garrison electronic system in "real-time" and will assist the CUPA in going paperless.

The Marin County CUPA is an excellent example of a moderately sized CUPA that has fully embraced the implementation of the Unified Program. It continues to improve its program to ensure that the most effective and efficient program exists in Marin County. Through unyielding efforts and excellent program implementation, the Marin County CUPA exemplifies the best of the Unified Program.



Matthew Rodriguez
Agency Secretary for Environmental Protection



California Environmental Protection Agency

The Secretary's
Environmental Achievement Award

2013

Presented to

Marin County
Department of Public Works

On behalf of the California Environmental Protection Agency, it is with great pleasure that we express to you our appreciation for your agency's key role in the statewide development and implementation of the California Unified Program.



Matthew Rodriguez, Secretary for Environmental Protection