

RESOLUTION NO. 2010-____
RESOLUTION OF THE MARIN COUNTY BOARD OF SUPERVISORS
APPROVING A ONE YEAR EXTENTION TO THE COUNTY OF MARIN'S CONTRACT WITH
THE MARIN HAZARDOUS AND SOLID WASTE JOINT POWERS AUTHORITY

WHEREAS, on September 10, 1996, the Marin County Board of Supervisors hereinafter referred to as "County" and The Marin Hazardous and Solid Waste Joint Powers Authority hereinafter referred to as "JPA" entered into an Agreement, attached hereto as Attachment "A", for the County Department of Public Works to provide staff to the JPA; and

WHEREAS, the adoption of this Resolution does not change, amend and/or alter the Agreement between the parties; and

WHEREAS, Section 2 of the Agreement provides that, upon mutual written agreement between the parties, the Agreement may be renewed for successive one year periods; and

WHEREAS, the Agreement has since been renewed for thirteen successive years and it is anticipated that such agreements will continue to be annually renewed absent change in policy direction; and

WHEREAS, the JPA, at their regularly scheduled meeting on June 24, 2010 approved a one year extension of this Agreement with the County, which approval by the JPA extends the Agreement for the County Department of Public Works to provide staff to the JPA from July 1, 2010 through June 30, 2011.

NOW, THEREFORE BE IT RESOLVED that the Marin County Board of Supervisors approves the extension the Agreement (Attachment A) for County Department of Public Works to provide staff to the JPA for the one year period commencing on July 1, 2010 and ending on June 30, 2011.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin held on this ____th day of _____, 2010, by the following vote:

AYES: **SUPERVISORS**

NOES:

ABSENT:

Judy Arnold, President
Board of Supervisors

ATTEST:

Deputy Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of Sept, 1996, 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".

WITNESSETH:

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. SCOPE OF WORK

Authority agrees to engage County for, and County agrees to perform, the services that are generally described as the Revised Marin County Hazardous Materials and Solid Waste Programs and are set forth in the Marin County Hazardous and Solid Waste Joint Powers Agreement, attached hereto as Exhibit "A", the Marin County Contract Operating Budget for Fiscal Year 1996/97, attached hereto as Exhibit "B" and incorporated herein as fully set forth.

2. TERM OF AGREEMENT

The term of the agreement shall commence on July 1, 1996 and shall continue through June 30, 1997. Upon mutual agreement between the parties, the Agreement may be renewed for successive one year periods. All contract extensions shall be completed by April of each fiscal year.

3. COUNTY TO PROVIDE STAFF FOR AUTHORITY AND AUTHORITY PROGRAMS

The County Department of Public Works shall provide Authority with adequate staff to perform the services agreed upon in paragraph 6.1 of the Revised Marin County Hazardous and Solid Waste Joint Powers

4. AUTHORITY WORK PLAN AND BUDGET

The Authority shall adopt an Annual Work Plan and Budget, included in this agreement as Exhibit C, by June 30th of each fiscal year.

5. COUNTY PERFORMANCE AND REPORTS

The County shall prepare reports of all program operations, to include measurements against the Authority's Annual Work Plan and Budget, and submit to the Authority on a quarterly basis. Following the first six months of this Agreement, the County shall work with the Authority to perform an evaluation of the county services performed under this contract. The evaluation shall include performance criteria, which will be mutually developed and agreed upon between the County and the Authority.

6. DESIGNATION OF COUNTY AUDITOR-CONTROLLER AS AUTHORITY TREASURER.

Pursuant to Section 9.2 of Marin County Hazardous and Solid Waste Joint Powers Agreement, (Exhibit A), the Authority appoints the County Auditor-Controller as Treasurer of the Authority. The Treasurer shall fulfill all obligations set forth in Section 9.2 of the aforementioned Agreement.

6.1 Receipt of Funds. Authority shall receive all funds of Authority and direct the Treasurer to deposit them in a separate trust fund account, established for the Authority.

6.2 Disbursements. Treasurer shall pay all sums due from Authority from Authority funds, upon claims of County or Authority Chairperson.

7. PAYMENT TERMS

The County shall submit itemized monthly invoices to the Authority for services rendered pursuant to Section 1. Should any bills remain unpaid at the end of the fiscal year, Authority shall pay a penalty in the amount of five percent (5%) of the outstanding balance then due. A separate trust fund account shall be established for the County division, currently known as the Office of Waste Management, for deposit of Authority funds.

8. AVAILABILITY OF FUNDS

Funding for programs outlined in Exhibits A, B and C is allocated from federal, state or local funds allocated from tip fees, permit fees, grants or other resources. Funds will be allocated on an annual basis to cover the contract services. Funding will be consistent with the programs as outlined in Exhibits A, B and C.

9. COUNTY AS INDEPENDENT CONTRACTOR

The parties hereto agree that County (including County's agents, servants and employees) is not an agent or employee of the Authority and nothing in this agreement shall be construed as creating the relationship of employer/employee or principal agent. 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 the County for contract performance as related to the programs set forth in Exhibits A, B and C.

10. CONTRACTOR SUBLET

The County shall not sublet or 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 subcontractor shall, under any circumstances, relieve the contractor of his liability and obligation under the Agreement.

11. DISCRIMINATION

In the performance of the terms of this agreement, the County shall not engage in discrimination against any individual based on race, color, religion, nationality, sex, sexual preference, age, or handicapped condition. The parties hereto acknowledge the application 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 performance of this contract to recognize that discrimination against any otherwise qualified individual with a disability is prohibited.

12. INDEMNIFICATION

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

13. LAWS AND REGULATIONS

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

14. AUDIT OF BOOKS AND RECORDS

Following completion of this Agreement, the Authority may undertake an independent audit and/or evaluation of the County's records, accounts, expenditures and program activities at its own expense. The 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. The 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 three(3) year following final payment to the County.

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.

16. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified from time to time as to the scope of services and shall be mutually agreed upon in writing by and between the Authority and the County.

17. ENTIRETY OF AGREEMENT

This agreement and its exhibits and attachments constitutes the entire agreement between the Authority and the County. All previous agreements, proposals, presentations, promises, understandings and negotiations, whether written or oral, relative to this Agreement are hereby superseded except to the extent that they are incorporated into this contract. No modification, amendment, supplement to or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by the parties.

18. TERMINATION

It is expressly understood that either party shall have the right to terminate this Agreement upon ninety (90) 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, Section 1 of the Agreement.

Attachment A
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