



## BOARD OF DIRECTORS

Meredith Matthews, City of Arcata, **Vice-Chair**  
Adelene Jones, City of Blue Lake,  
Leslie Castellano, City of Eureka, **Chair**  
Robin Smith, City of Ferndale  
Stephen Madrone, County of Humboldt  
Frank Wilson, City of Rio Dell,

## Meeting Agenda

Thursday, February 9, 2023 at 5:30 PM

Eureka City Council Chambers – **PUBLIC ADVISORY: IN RESPONSE TO COVID-19, THE EUREKA CITY COUNCIL IS NOT AVAILABLE OR OPEN TO THE PUBLIC**

### COVID -19 NOTICE

*Consistent with Executive Orders N-25-20 and N-29-20 from the Executive Department of the State of California and the Humboldt County Public Health's Officer's March 30, 2020 "Shelter In Place Order", HWMA's regular meeting location at Eureka City Hall will not be physically open or available to the public. HWMA Board members and staff will be teleconferencing into the meeting via Zoom Video.*

### How to Observe the Meeting

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting on Access Humboldt's YouTube Channel at [www.youtube.com/c/accesshumboldt/live](http://www.youtube.com/c/accesshumboldt/live) Members of the public may also join the Zoom meeting at <https://us06web.zoom.us/j/87272840425> .

### How to Submit Public Comment

Members of the public may provide public comment before and during the meeting by sending comments by email to [board@hwma.net](mailto:board@hwma.net). Such email comments must identify the agenda item number in the subject line of the email. The comments will be read into the records, with a maximum allowance of three minutes (approximately 500 words) per individual comment, subject to the Chair's discretion. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as part of the written record of the meeting, but will not be read into the record during the meeting.

**Copies Available:** Copies of the agenda materials are available electronically via the internet at [www.hwma.net](http://www.hwma.net), through individual HWMA member agencies or by calling HWMA at 707-268-8680. There may be a charge for copies.

**Accessibility:** Accommodations and access to HWMA meetings for people with special needs must be requested in advance of the meeting at 707 268-8680 or emailing [board@hwma.net](mailto:board@hwma.net) ~~-(The Eureka City Council Chamber room is ADA accessible.)~~ This agenda and other materials are available in alternative formats upon request.

#### 1. Call to Order and Roll Call at 5:30 PM

#### 2. Introduce New Members

#### 3. Consent Calendar

All matters listed under the Consent Calendar are considered to be routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

- a. Approve Minutes from the January 12, 2023 HWMA Board of Directors Meeting

**4. Oral and Written Communications**

This time is provided for people to address the Board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires Board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

**5. Approve Resolution 2023-09 “A Resolution of the Humboldt Waste Management Authority Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Humboldt Waste Management Authority Pursuant to Brown Act Provisions Due to A State of Emergency”**

**6. Receive HWMA Orientation & Overview**

**7. Receive Presentation on Regional Organics Collection & Processing - Proposed Approach & Timelines Part 2**

**8. Receive and Consider Preliminary Amendments to the HWMA Joint Powers Agreement**

**9. Executive Advisory Committee Recommendation Related to Organics Grant**

**10. SB 1383 Update**

**11. Standing Item: Board Member Reports.**

**12. Standing Item: Executive Director’s Report.**

**13. Closed Session.** It is the intention of the Board of Directors to meet in closed session for one item:

- a. Public Employment Evaluation– Interim Executive Director pursuant to Government Code Section 54957.

**14. Adjourn.**



## BOARD OF DIRECTORS

Meredith Matthews, City of Arcata,  
Adelene Jones, City of Blue Lake, **Vice Chair**  
Leslie Castellano, City of Eureka, **Chair**  
Robin Smith, City of Ferndale  
Steve Madrone, County of Humboldt  
Frank Wilson, City of Rio Dell

## Minutes (DRAFT) Thursday, January 12, 2023 at 5:30 PM Zoom Video Conference Meeting

Present: Meredith Matthews, Adelene Jones, Leslie Castellano, Frank Wilson,  
Steve Madrone (arrived at 5:39 pm)  
Absent: Robin Smith  
Staff: Eric Keller-Heckman, Tony Heacock, Jill Duffy, Loral Uber  
Legal Counsel: Nancy Diamond

### 1. Call to Order and Roll Call at 5:30 PM

**Chairperson Castellano** called the meeting to order at 5:30 PM. A quorum was present and acting.

### 2. Introduce New Members

### 3. Consent Calendar

- a. Approve Minutes from the November 10, 2022 HWMA Board of Directors Meeting
- b. Approve Resolution 2023-08 “A Resolution of the Humboldt Waste Management Authority Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Humboldt Waste Management Authority Pursuant to Brown Act Provisions Due to A State of Emergency”

**Motion:** **Director Matthews** moved and **Director Jones** seconded the motion to approve the Consent Calendar “Agenda Item 3a Minutes” only.

**Action:** Approve the Motion as made by **Director Matthews** and seconded by **Director Jones**

**Ayes:** Meredith Matthews, Adelene Jones, Leslie Castellano, Frank Wilson

**Noes:** None

**Absent:** **Steve Madrone, Robin Smith**

The Board pulled Agenda Item 3b “Resolution 2023-08” to question the possibility of resuming in-person meetings. General Counsel Nancy Diamond presented Brown Act requirements for in-person meetings after the anticipated expiration of the Governor Newsom’s March 2020 Emergency Declaration at the end of February 2023. Ms. Diamond highlighted two relevant pieces of legislation that modified the Ralph M. Brown Act for public meetings.

AB 361, approved in 2020, temporarily modified local government requirements for teleconference/remote meetings and suspended the teleconference rules that required posting of each teleconference location and making the location open to the public effective until January 1, 2024, provided local agencies continue to make or renew teleconference findings.

In September of 2022, AB 2449 was passed to codify the provisions of AB 361 to hold remote meetings under emergency declarations and address the ability of public bodies to extend the remote meeting protections past AB 361’s sunset date and added new

teleconference rules to the “Brown Act” effective January 1, 2023. Under the new rules, legislative bodies may hold “hybrid” teleconference meetings without having to comply with certain procedural requirements in limited circumstances.

Director Madrone noted minor date discrepancies in Resolution 2023-08 and Mr. Keller-Heckman noted the approved resolution would be corrected.

**Motion:** **Director Matthews** moved and **Director Wilson** seconded the motion correct the date discrepancy and approve Agenda Item b “Resolution 2023-08”, and directed staff to investigate possible remote meeting locations for future in-person meetings.

**Action:** Motion to approve as made by **Director Matthews** and seconded by **Director Wilson**

**Ayes:** Meredith Matthews, Adelene Jones, Leslie Castellano, Frank Wilson, Steve Madrone

**Noes:** **None**

**Absent:** **Robin Smith**

#### 4. Oral and Written Communications

**Chairperson Castellano** opened the floor to public comment for items not on the agenda. **Linda Wise** of Recology announced the upcoming January 13<sup>th</sup> retirement of Chuck Schager, Supervisor of the Recology’s Samoa Materials Recycling Center. Mr. Schager worked for Eel River Disposal for 9 years and 5 years with Recology. Ms. Wise noted that Fred Hanks will then assume the Supervisor position.

**Chairperson Castellano** closed the floor to public comment.

#### 5. Elect Authority Officers for FY 2022/2023

**Executive Director Keller-Heckman** informed the Board that Vice Chair Hogan term on Blue Lake City Council had ended and will not be returning to the HWMA Board. Staff recommends electing a new Vice Chair for the remainder of the current fiscal year. **Director Matthews** expressed interest and volunteered for the position for the remainder of the FY 2022-23 term.

**Chairperson Castellano** opened the floor to public comment. No comment was received.

**Chairperson Castellano** closed the floor to public comment.

**Motion:** **Director Wilson** moved and **Director Madrone** seconded the motion to elect Director Matthews as Vice Chair.

**Action:** Approve the Motion as made by **Director Wilson** and seconded by **Director Madrone**

**Ayes:** Meredith Matthews, Adelene Jones, Leslie Castellano, Frank Wilson, Steve Madrone

**Noes:** **None**

**Absent:** **Robin Smith**

#### 6. Transfer and Approve One (1) Material Diversion Technician I/II/III position from the Hawthorne Street Transfer Station to the Cummings Road Landfill

**Environmental Health & Safety Director Heacock** gave a presentation for the rational of transferring a staff position from the Transfer Station to the Cummings Road Landfill.

**Chairperson Castellano** opened the floor to Board questions. Mr. Wilson inquired about staffing requirements for the Table Bluff Landfill (a County owned and maintained facility) and previous efforts to use methane for co-generation. Mr. Heacock responded to these queries.

**Chairperson Castellano** opened the floor to public comment. No comment was received.

**Chairperson Castellano** closed the floor to public comment.

**Motion:** **Director Madrone** moved and **Director Matthews** seconded the motion to approve the transfer.  
**Action:** Approve the Motion as made by **Director Madrone** and seconded by **Director Matthews**  
**Ayes:** Meredith Matthews, Adelene Jones, Leslie Castellano, Frank Wilson, Steve Madrone  
**Noes:** **None**  
**Absent:** **Robin Smith**

## 7. Receive Presentation on Regional Organics Collection & Processing – Proposed Approach & Timelines.

**Executive Director Keller-Heckman** provided a presentation covering the history and requirements of SB 1383, Authority diversion efforts to date, and timeline for planned approach, and next steps. He answered questions from the Board to clarify the composition of HWMA's Technical Advisory Committee and the Authority's role in relation to Member agencies, what information to expect from RFP responses, and funding opportunities.

**Chairperson Castellano** opened the floor to public comment. Jennifer Weiss with Humboldt County Public Works informed the Board the County's ordinance amended, that the Humboldt County Code needs to be revised and expressed appreciation for the Board's attention to local organics processing possibilities. Merritt Perry with City of Fortuna thanked the Board for its work so far and reiterated the City of Fortuna's desire to be included in regional collection efforts. Arcata City Planner Morguine Sefcik informed the Board that the City of Arcata approved their amended ordinance in December 2022, and it is effective late January 2023. Evan Edgar of Edgar and Associates suggested some points on the contents of the upcoming RFP identified in the SB 1383 Compliance Roadmap. He recommended the Board apply for upcoming Calrecycle grant funds for processing equipment to create slurry.

**Chairperson Castellano** closed the floor to public comment.

**Motion:** **Director Madrone** moved and **Director Matthews** seconded the motion to receive preliminary tasks and timelines, directed staff to continue to identify necessary engineering and consulting services for Board approval, continue SB 1383 implementation, roles, and responsibilities discussion at the February 9, 2023 Board meeting, and encouraged jurisdictions to proceed with identified steps in a timely manner.  
**Action:** Approve the Motion as made by **Director Madrone** and seconded by **Director Matthews**  
**Ayes:** Meredith Matthews, Adelene Jones, Leslie Castellano, Frank Wilson, Steve Madrone  
**Noes:** **None**  
**Absent:** **Robin Smith**

**8. Standing Item: Board Member Reports**

**Chairperson Castellano** gave a brief report of current neighborhood beautification programs.

**9. Standing Item: Executive Director's Report**

**Executive Director Keller-Heckman** requested Board Members provide the names and contact information of new Board Member and Alternates as they are appointed, and encouraged Alternates to attend the February meeting for critical information about upcoming decisions.

**10. Adjourn**

**Chairperson Castellano** adjourned the meeting at 7:01 p.m.

**Next Meeting:** February 9, 2023 at 5:30 p.m. via Zoom Conference Call.



## ***Staff Report***

**DATE:** January 23, 2023

For Meeting of :February 9, 2023

**FROM:** Eric Keller-Heckman, Interim Executive Director

**SUBJECT:** Item 5)  
Approve Resolution 2023-09 “A Resolution of the Humboldt Waste Management Authority Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Humboldt Waste Management Authority Pursuant to Brown Act Provisions Due to A State of Emergency”

**RECOMMENDED ACTION:** Voice vote.

Approve Resolution 2023-09 “A Resolution Of The Humboldt Waste Management Authority Re-Authorizing Remote Teleconference Meetings Of The Legislative Bodies Of Humboldt Waste Management Authority For the Period of February 10, 2023 through February 28, 2023 Pursuant To Brown Act Provisions Due To A State Of Emergency.”

### **DISCUSSION:**

Staff recommends the Board adopt Resolution 2023-09 “A Resolution Of The Humboldt Waste Management Authority Authorizing Remote Teleconference Meetings Of The Legislative Bodies Of Humboldt Waste Management Authority Pursuant To Brown Act Provisions Due To A State Of Emergency”, which provides necessary findings that, as a result of the continuing COVID-19 pandemic state of emergency, that meeting in person would present imminent risks to the health and safety of participants.

In September of 2022, the State Legislature passed AB 2449 which codified rules under the Ralph M. Brown Act temporarily allowed by AB 361 to hold teleconference and virtual meetings under the Brown Act during a declared emergency. Under AB 2449, public agencies may the hold teleconference meetings for times of declared emergency, and provides specific teleconference rules when a member of the legislative body needs to attend remotely for an emergency, or other reasons supported by “just cause”.

On October 17, 2022 Governor Newsom announced that the COVID-19 State of Emergency would end on February 28, 2023.

At their meeting of January 12, 2022, the HWMA Board of Directors expressed their desire to return to in-person meetings effective March 9, 2023. Staff has confirmed the availability of the City of Eureka Council Chamber and the next meeting is scheduled to be held at the City of Eureka Council Chamber 502 K Street, Eureka starting at 5:30 PM.

### **FISCAL IMPACT:**

No Direct Impact

### **ATTACHMENTS:**

Attachment A: Resolution 2023-09 “A Resolution Of The Humboldt Waste Management Authority Re-Authorizing Remote Teleconference Meetings Of The Legislative

Bodies Of Humboldt Waste Management Authority For the Period of February 10, 2023 through February 28, 2023 Pursuant To Brown Act Provisions Due To A State Of Emergency”.



**RESOLUTION 2023-09**

**A RESOLUTION OF THE  
HUMBOLDT WASTE MANAGEMENT AUTHORITY  
RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE  
LEGISLATIVE BODIES OF HUMBOLDT WASTE MANAGEMENT AUTHORITY  
FOR THE PERIOD OF FEBRUARY 10, 2023 THROUGH FEBRUARY 28, 2023,  
PURSUANT TO BROWN ACT PROVISIONS DUE TO A STATE OF EMERGENCY**

**WHEREAS**, the Humboldt Waste Management Authority (HWMA) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors and other committee meetings subject to the Ralph M. Brown Act (“Brown Act”); and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that the Governor declares a state of emergency pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19) a condition which persists in Humboldt County; and

**WHEREAS**, on October 17, 2022 Governor Newsom announced that the COVID-19 State of Emergency would end on February 28, 2023; and

**WHEREAS**, the State Legislature passed AB 2449 which allows public agencies the ability to hold teleconference meetings for times of declared emergency, and provides specific teleconference rules when a member of the legislative body needs to attend remotely for an emergency, or other reasons supported by “just cause”; and

**WHEREAS**, the Board of Directors does hereby find that the COVID-19 public health emergency and risk of infection has caused, and may continue to cause, conditions of peril to the safety of persons within Humboldt County that are likely to be beyond the control of services, personnel, equipment, and facilities of HWMA, and desires to ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the emergency, the Board of Directors does hereby continue to find that the legislative bodies of HWMA shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the

requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, public access and participation in meetings of HWMA’s legislative bodies shall be provided via online video conferencing software which shall also allow for public participation and real-time public comment opportunity by telephone through the month of February and will resume in-person meetings effective March 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Humboldt Waste Management Authority Board of Directors find that:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Imminent Risk of In-Person Meetings. The Board hereby proclaims that as Humboldt County remains an area of high transmission of COVID-19 as determined by the Centers for Disease Control and Prevention, meeting in-person presents imminent risks to the health or safety of attendees.

Section 3. Ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of Humboldt Waste Management Authority, including but not limited to the Board of Directors and its subcommittees, and the Executive Advisory Committee and its subcommittees, are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days or until this Resolution is extended by a majority vote of the Board of Directors in accordance with Section 6 of this Resolution.

Section 6. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

**PASSED AND ADOPTED** by the Board of Directors of the Humboldt Waste Management Authority this 9<sup>th</sup> day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Leslie Castellano, Chair  
HWMA Board of Directors

ATTEST:

BY: \_\_\_\_\_  
Eric Keller-Heckman,  
HWMA Clerk of the Board



## ***Staff Report***

**DATE:** January 30, 2023

**For Meeting of:** February 9, 2023

**FROM:** Eric Keller-Heckman, Interim Executive Director

**SUBJECT:** Item 6)  
HWMA Orientation and Overview

### **RECOMMENDED ACTION:**

Receive Presentation - Informational Only.

### **SUMMARY:**

Staff will present a short overview of the Authority's purpose and activities. This presentation is intended to provide a basic framework for understanding the Authority's relationship to solid waste and diversion activities in Humboldt.

Additionally, staff has prepared the attached "HWMA Board Member Handbook for FY 2022-23" which provides reference information about meetings, staffing and facility operations.

### **Background**

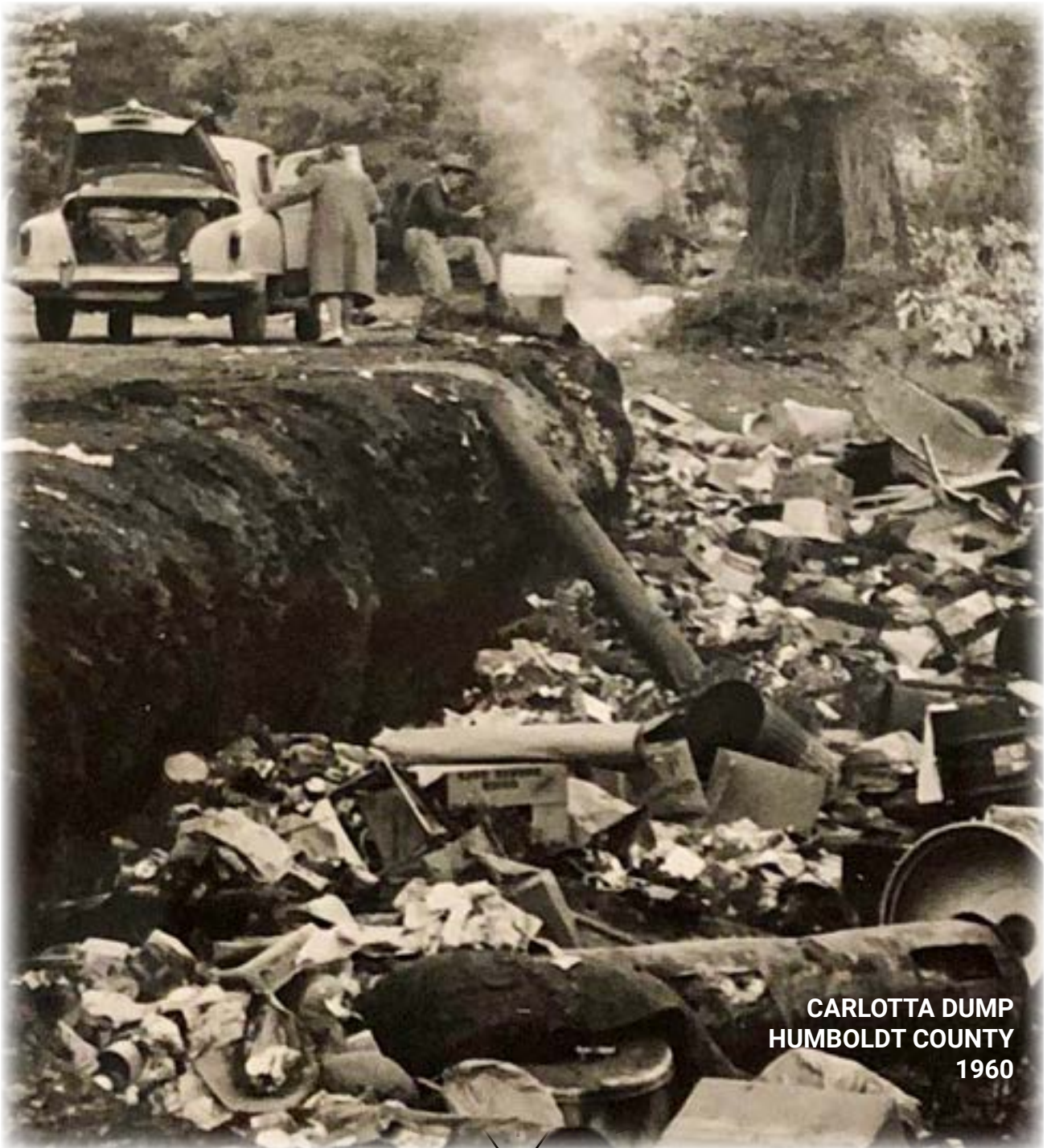
In the late 1990's, with the pending closure of the local Cummings Road Landfill, local jurisdictions needed to have their solid waste transported to out-of-county landfill(s) for disposal. Several municipalities worked together to form the Humboldt Waste Management Authority for the purpose of providing coordination of solid waste management and disposal services.

The HWMA was formed through a joint powers agreement in 1999, and is comprised of six municipal jurisdictions ("Member Agencies") within Humboldt County: the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and, representing the unincorporated area, Humboldt County (Unincorporated County). The remaining two incorporated communities, Trinidad and Fortuna, are not members of HWMA.

Today, HWMA owns and operates the Hawthorne Street Transfer Station, the (former) Eureka Recycling Center and the Cummings Road Landfill. Member agencies direct their respective solid waste haulers to deliver curbside collected solid waste the Authority, or to one of HWMA's contracted satellite facilities, so that material can be transferred into trailers, transported and solid waste disposed at a landfill. HWMA manages contracts for the transportation and disposal of member agency solid waste to out of the area landfill(s).

In addition, the HWMA manages a number of waste reduction programs on behalf of its member agencies, operates a variety of collection and diversion programs, and manages contracts for those related activities.

# HWMA Board Member **HANDBOOK** Fiscal Year 2022-23



**CARLOTTA DUMP  
HUMBOLDT COUNTY  
1960**





# The Purpose Of This Handbook

This handbook was prepared for newly appointed officials of the HWMA Board of Directors to carry out their duties and responsibilities of public office.

It is intended to be used for reference purposes only. It provides a general overview of HWMA'S waste handling activities and prepared based on the HWMA Joint Powers Agreement, state legislation, and policies adopted by the HWMA Board of Directors.

# Table of Contents

<b>Welcome</b>	<b>Page 04</b>
<hr/>	
<b>Meet Your Team</b>	<b>Page 06</b>
<hr/>	
<b>HWMA Overview</b>	<b>Page 08</b>
<hr/>	
<b>General Board Member Information</b>	<b>Page 11</b>
<hr/>	
<b>Board Roster &amp; Officers</b>	<b>Page 12</b>
<hr/>	
<b>Governance Structure &amp; HWMA Formation</b>	<b>Page 13</b>
<hr/>	
<b>HWMA FAQ</b>	<b>Page 14</b>
<hr/>	
<b>Facilities &amp; Properties</b>	<b>Page 18</b>
<hr/>	

Cover photo: Carlotta Dump circa 1960, photographer unknown.



# Welcome!

Humboldt Waste Management Authority (“HWMA” or “Authority”) staff welcomes and congratulates you on your appointment by your local jurisdiction as a representative to HWMA’s governing body. HWMA is a public joint powers authority and relies on the dedication and participation of our Board members, your commitment to our local community and initiative to be involved in waste management issues.

HWMA is comprised of the County of Humboldt and five cities; Arcata, Blue Lake, Eureka, Ferndale and Rio Dell. The cities of Fortuna and Trinidad are not members of the Authority.

The Authority is primarily responsible for the management and disposal of solid waste for our member agencies, closure and post-closure of the Cummings Road Landfill, diversion programs and the management of certain recyclable materials, as granted by our Member Agencies.

HWMA does not provide curbside collection services of solid waste or recyclable materials, but manages solid wastes and other waste materials received at our Hawthorne Street Transfer Station located in Eureka, CA.

As a member of the Board of Directors, you will be asked to make policy decisions, establish short and long term goals and objectives, approve budgets, ensure compliance with regulatory mandates and generally act for the benefit and in the best interest of HWMA. You are performing a valuable service by becoming familiar with waste management issues, our needs, challenges, constraints and opportunities in order to address community issues affecting our member agencies and residents.

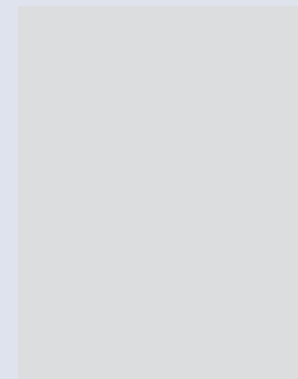
*Eric Keller-Heckman*

## Meet Your Team



**Eric Keller-Heckman**  
Interim Executive Director

Mr. Keller-Heckman was appointed by the Board of Directors in August of 2022. With over 15 years of experience, he is familiar with all facets of HWMA operations and administration.



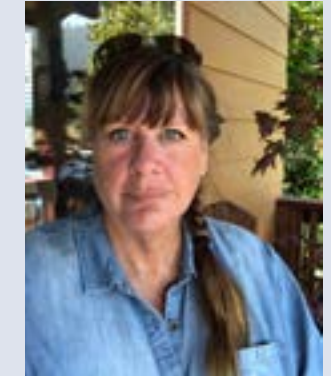
**Vacant**  
Accounting Manager

In June 2022, the HWMA Board reclassified the Director of Finance to an Accounting Manager position. This position is vacant.



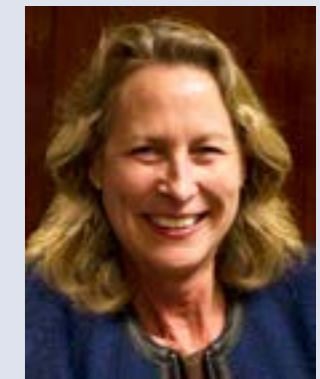
**Anthony Heacock**  
Director of Environmental Health & Safety

Mr. Heacock is responsible for ensuring environmental compliance at HWMA facilities, employee safety programs and compliance and management activities for the Cummings Road Landfill.



**Jill Duffy**  
Interim Director of Operations

Ms. Duffy served as HWMA’s Executive Director from November 2012 until she retired in November 2021. She returned in late August of 2022 to temporarily assist Mr. Keller-Heckman and the Board as a retired annuitant.



**Nancy Diamond**  
General Counsel

Ms. Diamond has served as the Authority’s General Counsel since 2004. She provides legal advice and representation to the Board, Executive Director and staff on a broad range of topics.

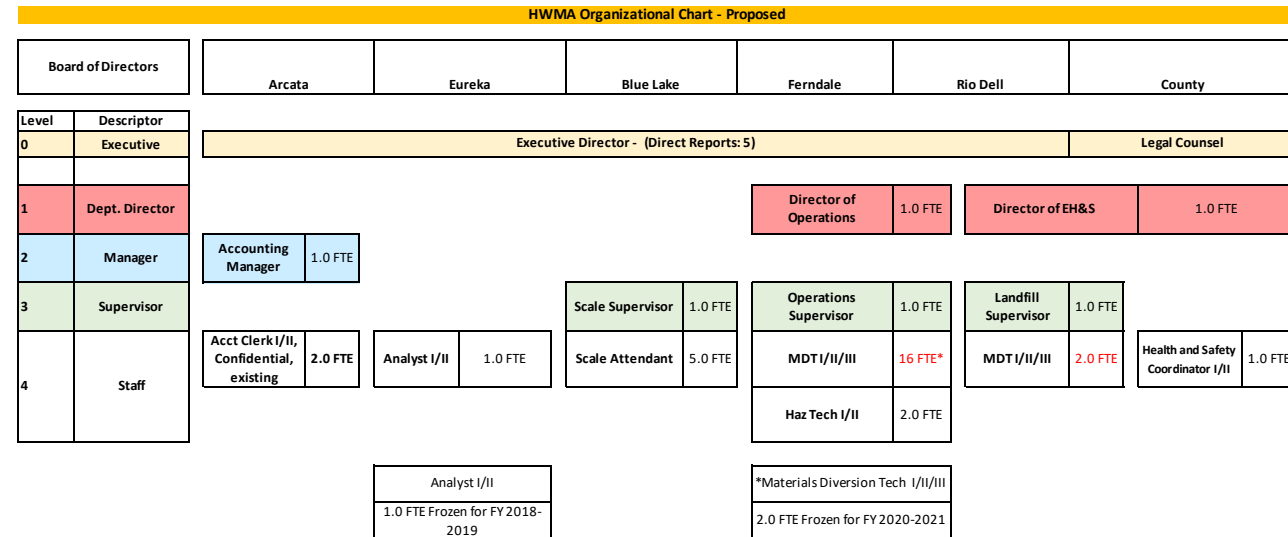


# HWMA Organization Chart

Including the Executive Director, HWMA has allocated 35 Full Time Equivalent (FTE) positions to operate the Hawthorne Street Transfer Station 7-days/week and the Cummings Road Landfill 5-days/week.

At the January 12, 2023 meeting the HWMA Board approved the transfer of a Materials Diversion Technician from Operations to the Landfill and approved the Organization Chart as presented below.

The next page presents HWMA's Pay Range and Step Classification Plan effective July 1, 2022



FY 23 Re-Org Chart

## HWMA FY 2022-2023 Pay Plan Placement Effective July 1, 2022

Class Title	Short Title	Salary Range Band(s)	Step 1 (Initial Annual Salary Band)	Step 5 (Final Annual Salary Band)	Percent Difference*
Account Clerk I		2	\$34,134	\$41,490	21.55%
Account Clerk II		9	\$40,575	\$49,319	21.55%
Account Clerk II (Confidential)		13	\$44,787	\$54,438	21.55%
<del>Director of Finance &amp; Administration</del>	<del>Director of F&amp;A</del>	<del>41</del>	<del>\$89,417</del>	<del>\$108,686</del>	<del>21.55%</del>
Accounting Manager	Accounting Mgr	36	\$79,031	\$96,063	21.55%
Director of Environmental, Health and Safety	Director of EHS	41	\$89,417	\$108,686	21.55%
Director of Operations	Director of Ops	41	\$89,417	\$108,686	21.55%
Executive Director	ED	55	\$126,344	\$153,572	21.55%
Hazardous Waste Technician I	HWT I	11	\$42,629	\$51,815	21.55%
Hazardous Waste Technician II	HWT II	19	\$51,939	\$63,132	21.55%
Health & Safety Coordinator I		11	\$42,629	\$51,815	21.55%
Health & Safety Coordinator II		19	\$51,939	\$63,132	21.55%
Landfill Supervisor		25	\$60,233	\$73,214	21.55%
Materials Diversion Technician I	MDT I	1, 2, 3	\$33,302	\$42,526	27.70%
Materials Diversion Technician II	MDT II	9, 10, 11	\$40,575	\$51,814	27.70%
Materials Diversion Technician III	MDT III	18, 19, 20	\$50,673	\$64,709	27.70%
Operations Supervisor		25	\$60,233	\$73,214	21.55%
Program Analyst I		17	\$49,436	\$60,090	21.55%
Program Analyst II		21	\$54,569	\$66,328	21.55%
Scale Attendant		7	\$38,620	\$46,943	21.55%
Scalehouse Supervisor		25	\$60,233	\$73,214	21.55%

\* Per the Authority's Policy Handbook, Section 2101.1, the difference between the starting and ending wages for a position must be at least 21.5%.

# HWMA Overview



The essential functions of HWMA are to 1) manage the receipt and disposal of the Member Agency solid wastes; and 2) maintain post-closure requirements of the Cummings Road Landfill.



## OUR FOUNDING

The Humboldt Waste Management Authority was formed November 17, 1999 so its Member Agencies could jointly request proposals and contracts for solid waste transportation and disposal services.

Founding members included the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and the County of Humboldt.

In 2014, with the adoption of the “*2013-2023 Strategic Plan*”, the HWMA Board of Directors approved the Mission Statement and Vision Statements to guide and support HWMA’s efforts to implement the Strategic Plan. HWMA’s Strategic Plan and appendices may be viewed:

<http://www.hwma.net/sites/default/files/Final%20HWMA%20Strategic%20Plan.pdf>

## OUR MISSION

*“To implement a sustainable, regional materials management system in order to protect and preserve the social, environmental and economic health of our community by supporting, developing and/or promoting policies, programs and facilities that cost effectively, eliminate solid waste generation, reduce disposal and increase diversion to achieve a state-reported diversion rate of 75 percent and a 14,800 ton reduction in land filled materials by 2020.”*

## VISION STATEMENT

- Secure cost-effective long-term disposal capacity;
- Support regional processing of source-separated recyclables;
- Increase cost effective diversion from landfill at HWMA owned, operated or managed facilities;
- Continue/Expand HWMA Programs that promote waste reduction and diversion;
- Provide program support to HWMA member agencies;
- Manage HWMA facilities and programs in a financially responsible sustainable manner; and
- Complete Cummings Road Landfill Closure activities and conduct 30 Years of Post-Closure Maintenance activities in an environmentally sustainable and economically efficient manner.



# GENERAL BOARD MEMBER INFORMATION

The following contains abbreviated information for quick reference purposes. Should you have any specific questions, please contact the Executive Director, General Counsel or the Board Chair.

## Regular Board Meetings

Are held monthly on the second Thursday, with the exception of the months of August and December. Meetings begin at 5:30 pm.

## Meeting Location

Due to the COVID-19 pandemic, HWMA Board meetings are held remotely. Zoom meeting links are included in the monthly agendas.

## Special Meetings

Special or Emergency meetings may be called at the discretion of the Board, Chair or the Executive Director

HWMA will resume in-person meeting when the HWMA Board of Directors determines appropriate.

Then In-person meetings will resume in Eureka City Council Chambers located on the second floor of 531 K Street, Eureka, CA.

## Agenda Distribution

Regular agendas are posted and distributed electronically a minimum of 72 hours in advance of meetings, and as in accordance with the Ralph M. Brown Act. Board packets are also distributed to Board Alternates, Member Agency staff representatives and members of the public.

Board members may request hard copy packets which will be delivered to your City Council or Board of Supervisor's office.

# FY 2022-23 Board Member & Officers (Updated January 2023)

## City of Arcata

Primary: Meredith Matthews  
mmatthews@cityofarcata.org

Alternate: Alex Stillman  
astillman@cityofarcata.org

## City of Ferndale

Primary: Robin Smith  
fnpcare@yahoo.com

Alternate: Stephen Avis  
ferndale1057@gmail.com

## City of Blue Lake

Primary: Adeline Jones  
ajones@bluelake.ca.gov

Alternate: Alice Finen  
afinen@bluelake.ca.gov

## City of Rio Dell

Primary: Frank Wilson  
frw3consulting@sbcglobal.net

Alternate: *To be assigned*

## City of Eureka

Primary: Leslie Castellano  
lcastellano@ci.eureka.ca.gov

Alternate: Katie Moulton  
kmoulton@ci.eureka.ca.gov

## County of Humboldt

Primary: Stephen Madrone  
smadrone@co.humboldt.ca.us

Alternate: Rex Bohn  
rbohn@co.humboldt.ca.us

## Board Officers

In accordance with the Joint Powers Agreement, the Board appoints new officers annually at the start of the fiscal year (July 1-June 30), or as vacancies occur. The appointment of the chairperson rotates among the Members of the Authority.

Position	Name	Term Ends
Chair	Leslie Castellano	June 2023
Vice Chair	Meredith Matthews	June 2023
Board Clerk	Eric Keller-Heckman	Appointed

## Fair Political Practices Act

Upon appointment and annually by April 1st thereafter, each Board member is required to complete and file the California Fair Political Practices Act Form 700 "Statement of Economic Interests" (FPPC Form 700) with HWMA's Business Office.

Forms may be accessed at this site:

<https://www.fppc.ca.gov/Form700.html>

# Fiscal Year 2022-23 Board Calendar

(Approved October 2022 )

## 2022

July 14	Board Meeting
18	Special Board Meeting
August 11	Special Board Meeting
September 8	Board Meeting
September 29	Special Meeting/Joint Meeting with the Humboldt County Solid Waste Local Task Force
October 13	Board Meeting
November 10	Board Meeting
December	No Board Meeting

## 2023

January 12	Board Meeting
February 9	Board Meeting
March 9	Board Meeting
April 13	Board Meeting
May 11	Board Meeting
June 8	Board Meeting

Board Agendas are posted and available on HWMA's website at:

<http://www.hwma.net/about/board-calendar-and-agendas>

# Financial Activity Calendar

*This information is presented so Board members have a general sense of when certain financial activities are presented to the Board for consideration. The provided timelines are estimates and may be revised as necessary.*

## **Annual Budget**

The draft fiscal year budget is typically presented annually to the Board of Directors at either the March or April Board meeting.

Following review and preliminary direction from the Board, staff will refine the budget and schedule a presentation of the draft budget to HWMA's *Executive Advisory Committee*. The Executive Advisory Committee is comprised of city managers and the County Administrative Officer who review the draft budget and provide recommendations to the HWMA Board of Directors.

The final draft budget, along with the Executive Advisory Committee's recommendation, is presented to the HWMA Board at their regularly scheduled May meeting. The Board will also consider the Employee Classification & Pay Plan and Organization Chart, as well as a resolution establishing the rates and fees for solid waste and other material disposal for the upcoming fiscal year.

This information is circulated to Member Agency staff, franchise waste haulers and other interested parties so they may then amend curbside collection rates to their respective governing bodies prior to July 1st.

## **Annual Audits**

Following closure of the fiscal years books, HWMA staff works closely with the Authority's Auditor to assemble necessary records, files and other information to perform and complete the prior fiscal year audit. The Auditor then performs research and collects additional information, holds an Entrance Conference with management. The Preliminary Audit, Fieldwork Phase, Preliminary Audit Findings and Exit Conference with management may take 3-4 months to complete. Staff reviews the Preliminary Audit and provides a Management Response letter.

The Final Audit Report and letter is then presented to the HWMA Board of Directors for review and acceptance, typically no later than February.

# Governance Structure



Article XI, Section 7 of the California Constitution grants powers to cities and counties to make and enforce local police, sanitary and other ordinances not in conflict with general laws, and the California Public Resource Code Section 40059 sets forth that cities and counties have authority to regulate the handling of solid waste within their jurisdiction.

Specific to solid wastes, the Public Resource Code Section 40000 “*California Integrated Waste Management Act of 1989*” requires every local

government agency to meet state mandated targets for diversion of solid waste from landfills, and jurisdictions are responsible for the establishment of ordinances, approval of agreements for the provision of solid waste handling services, approve resolutions to amend fees compliance and reporting requirements with the Ca Integrated Waste Management Act.

## Joint Powers Agreement

On occasion, public agencies may be interested in combining (or joining) their powers and resources to work on common problems. This is known as “exercising joint powers” to enable the sharing and coordination of certain powers and responsibilities. These interested agencies may negotiate a formal agreement that specifies what powers they will share, and other mutually acceptable arrangements. The governing body of each member agency then approves the agreement. This is known as a Joint Powers Agreement.

### The Brown Act

The **Ralph M. Brown Act**, is a law which provides that all meetings of a legislative body, whether HWMA meetings or its appointed advisory bodies, shall be open and public and all person shall be permitted to attend. Notices of regular meetings must be made 72 hours prior to the meeting. Special meetings may be called by the Chair or a majority of the Board, and must be noticed 24 hours prior to the time of the meeting.

The California League of Cities publishes and periodically revises “Open & Public - A Guide to the Ralph M. Brown Act”. Because the State Legislature periodically amends the Brown Act, Board Members are encouraged to consult with HWMA’s General Counsel with any questions or concerns.

<https://www.calcities.org/resource/open-public-v-a-guide-to-the-ralph-m.-brown-act>

# HWMA’s Formation

In 1999, six of the eight local jurisdictions in Humboldt approved a Joint Power Agreement to establish HWMA, a separate governmental organization created by and for our member agencies. This joint powers authority shares limited powers common to the member agencies, and these powers are specifically outlined in the joint powers agreement. Broadly speaking, HWMA was formed to:

- Secure and manage solid waste disposal for its member agencies; and
- Manage the Cummings Road Landfill Closure; and
- Provide for the planning and administration of diversion programs and services; and
- Other specified activities related to the fulfilment of these responsibilities including but not limited to acquire property, construct, finance, operate, regulate and set fees to maintain a transfer facility and activities related to the closure and post-closure of the Cummings Road Landfill.

HWMA’s Joint Power Agreement details the purpose, organization, personnel and administration, powers, finance, rules of conduct, withdrawal, dissolution, and amendment provisions of the Authority.

HWMA operates the Hawthorne Street Transfer Station and receives solid wastes delivered by Member franchise haulers and self-hauled material delivered by the public, entered into long-term solid waste transportation and disposal agreement(s), receives self-hauled green waste and household and small quantity generator hazardous waste for processing and disposal, manages a long-term collection, processing and marketing agreement for curbside collected recyclables for certain city and County franchise contracts, and operates a number of diversion programs including but not limited to batteries, carpet, mattresses, tires, used oil and re-used household items, and until August 1, 2022 operated the Eureka Recycling Center to receive appliances, electronic wastes and other source separated recyclable materials.

HWMA owns and operates the certified closed Cummings Road Landfill, and in 2017 purchased 413-acres of surrounding forestlands.



# HWMA FAQ

## Who is HWMA's Governing Body & How Are Board Members Appointed?

HWMA's governing body is a 6 member Board of Directors; a city council representative from the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and a Board of Supervisor from the County of Humboldt. The joint power agreement contains provisions to additional member agencies.

Each Member Agency is represented by a Member representative and an Alternate. Members and Alternates are appointed annually and serve at the pleasure of their city council or board of supervisors. Only one representative may participate during a vote.

## Does HWMA Collect Curbside Trash and Recycling?

**No.** HWMA operates the Hawthorne Street Transfer Station, and Member Agency franchise waste haulers deliver curbside collected materials to HWMA or an Authority designated location. The Hawthorne Street Transfer Station also accepts self-hauled material from contractors and the public.



Curbside collection of trash, recycling, green waste or other future collection activities remains the responsibility of jurisdictions. Jurisdictions enter into contracts with a waste hauler(s). These long-term contracts specify the type of collection service (e.g. trash, recycling, green waste), collection frequency, rates, and may offer incentives for haulers to invest in infrastructure (bins, compactors, trucks etc.) to support diversion activities, other services such as customer education and direct contract haulers where to deliver collected materials.



## What Disposal Services Does HWMA Provide?

HWMA accepts the following wastes at the **Hawthorne Street Transfer Station** located at **1059 W. Hawthorne Street, Eureka, CA.**

### Transfer Station

- Trash/Solid Wastes
- Mixed Stream Recycling
- Asbestos
- Batteries
- Carpet Recycling
- CFL Lights
- Green Waste & Processing
- Household Hazardous Wastes
- Mattress Recovery & Recycling
- Used Paint & Recycling
- Sharps and Sharps Containers
- Tires
- Used Oil

### Other Services

30-Years Post-Closure Maintenance & Monitoring for the Cummings Road Landfill

CA Integrated Waste Management Reporting, under contract with some member agencies.

Mobile & Satellite Collection of Special Wastes such as Used Oil, CFL lights, Sharps and Sharps containers.

## Services Discontinued in 2022

*At their February 2022 meeting, the Board of Directors directed the Eureka Recycling Center be repurposed into an Organics Collection and Processing facility to enable development of a regional organics facility to assist member agencies towards compliance with SB 1383 "Short Lived Climate Pollutant Reduction Act". The Board reaffirmed this decision in June of 2022, and set a closure date of August 1, 2022.*

*The following are no longer accepted:*  
 Source Separated Recycling (e.g. glass, paper, metal, plastic)  
 Scrap Metal Recycling  
 Appliance Recycling  
 Electronic Wastes  
 CRT's & CRT glass



# HWMA Facilities

## Hawthorne Street Transfer Station - Tip Floor



The Hawthorne Street Transfer Station is a permitted large volume transfer facility that receives approximately 85,000 tons per year of solid waste (trash). This is about 200 tons per day of trash from the cities of Eureka, Arcata, and the surrounding unincorporated areas, and enough to fill an average of ten (10) semi-truck trailers daily. Solid waste is loaded into trailers and transported 207 miles, one way, to the Dry Creek Landfill for disposal.

The facility’s “Tip Floor” is open 7-days a week to receive and manage trash, asbestos, used carpet, green waste, mattresses, tires and other wastes. HWMA employees manually remove and divert recyclable materials.

The Authority manages multiple contracts related to the transportation and disposal of Member Agency solid waste and other materials, including “Loading Agreements” between HWMA, Humboldt Sanitation and Recology Eel River. The loading agreements allow Member Agency curbside collected trash from the cities of Blue Lake, Ferndale, Rio Dell and unincorporated Humboldt to be hauled to the McKinleyville and Fortuna at transfer stations, and then loaded by these contractors into HWMA provided trailers for transportation to the Dry Creek Landfill.



## Dry Creek Landfill-Transportation & Disposal Agreement



HWMA and Dry Creek Landfill entered into a 10-year solid waste transportation and disposal agreement. This agreement expires in July of 2027, and includes a provision for a 5-year extension. Dry Creek Landfill has capacity to receive and manage solid waste for approximately 100 years at the current disposal rate.

To transport HWMA’s solid wastes, Dry Creek Landfill entered into an sub-agreement with Bettendorf Trucking, an Arcata based transportation hauler, to haul solid waste the 180-miles to the landfill.

Dry Creek Landfill is a regional facility with an active methane gas collection and control system. Methane is collected from the landfill and fed into a gas-to-energy plant. This methane co-generation system generates 3.4 megawatts/annually of energy. This energy is then integrated into the local power grid providing electricity for over 3,000 homes in the Medford community. Dry Creek Landfill is expanding this system to fuel their fleet vehicles with Clean Natural Gas generated by the landfill.

### Primary Transfer Station Contracts

Solid Waste Transportation & Disposal Agreement - Dry Creek Landfill

Loading Agreements - Humboldt Sanitation & Recology Eel River

Green Waste Transportation - Humboldt Sanitation  
Green Waste Processing - Wes Green Company

Other agreements related to curbside recycling processing and marketing, asbestos, carpet, mattresses, tires and other materials recycling.

### Primary Facility Regulatory Permits

Transfer/Processing Report (TPR) - Humboldt County Local Enforcement Agency & CalRecycle

Industrial Storm Water Permit - State Water Resources Control Board



# HWMA Facilities

## Hawthorne Street Transfer Station - Household Hazardous Wastes Facility

HWMA operates the only “Permanent Household Hazardous Wastes Collection Facility” in Humboldt County.

Residents and businesses that may qualify as Small Quantity Business Generators may dispose of hazardous wastes for proper handling and disposal.

The Household Hazardous Waste (HHW) facility is open 6-days a week for “no-charge” drop off of up to 15-gallons/visit of hazardous wastes by Humboldt residents, and eligible businesses may drop off up 27 gallons a month for a nominal fee by scheduling an appointment.



### Acceptable HHW Materials

#### HOUSEHOLD PRODUCTS LABELED:

- Danger      Poison/Toxic
- Corrosive/Acid
- Reactive/Explosive
- Ignitable/Flammable
- Environmental Hazard
- Caution/Warning

#### CLEANING PRODUCTS:

- Oven cleaners, polish, drain cleaners
- Pool/Spa chemicals, solvents, varnish, lighters, acids, lawn and garden chemicals, pesticides and herbicides.

## EASY HAZARDOUS WASTE DISPOSAL

No-Charge Residential Drop Off



Businesses by Appointment Only

**Call today for details!**  
**(707) 441-2005**  
 or visit [hwma.net](http://hwma.net)




## Other Accepted Items:

- Batteries
- Flourescent Lights
- Paint
- Sharps & Sharps Containers



### Primary Household Hazardous Waste Contracts

- Clean Harbors for Transportation and Management of Hazardous Wastes Agreement
- Paint Care (Paint ReUse)
- Call2Recycle (Battery Recycling & Disposal)
- Sharps Solution

### Primary Facility Regulatory Permits

This facility is authorized under Permit by Rule by the Humboldt County Certified Unified Program Agency (CUPA) according to regulatory standards adopted by the California Department of Toxic Substances Control (DTSC), and required to meet Operating Standards established in the California Code Of Regulations, Title 22, Section 67450.25.



# HWMA Facilities

## Hawthorne Street Transfer Station - (Former) Eureka Recycling Center



Since 1999, HWMA has provided recycling services at Eureka Recycling Center. Humboldt residents and businesses dropped off source separated cardboard, paper, plastic, glass and metal at no charge, as well as appliances, electronic wastes, televisions and devices with screens for a nominal fee. HWMA was also one of three<sup>1</sup> certified California Redemption Value (CRV) Buy-Back Centers in Humboldt where customers could redeem their empty beverage containers.

Due to the COVID-19 pandemic, the Eureka Recycling Center closed from March 16 until August 1, 2020 so 1) the Authority to ensure adequate staffing for HWMA’s essential services of receiving and transferring solid wastes and operation of Cummings Road Landfill; and 2) because HWMA’s material buyers suspended acceptance of recyclables due to COVID-19 concerns.

<sup>1</sup> CRV Redemption Centers included Humboldt Sanitation, Recology Eel River and HWMA. Humboldt Sanitation, Recology and HWMA were decertified by CalRecycle in the Fall of 2020.

Until August 1, 2022, the Eureka Recycling Center accepted, processed and marketed source separated recyclable materials (paper, glass, metal, plastic, and cardboard), appliances and electronic wastes. Customers may drop off mixed stream recycling at HWMA’s Transfer Station’s Tip Floor.

CRV Buyback services ended in September of 2020.

The HWMA Board of Directors directed the closure and decertification to receive electronic wastes in 2022 so that the Eureka Recycling Center could be repurposed as an “Organics Processing Facility”.

With the closure of HWMA’s recycling center, customers may 1) drop recyclable materials into HWMA’s mixed recyclable bins at the Transfer Station, or 2) drop materials off at Humboldt Sanitation or Recology’s transfer stations, or 3) place materials into their curbside collected bins. Electronic wastes are accepted at Humboldt Sanitation or Recology’s Eel River transfer station.

**Prior to the Eureka Recycling Center’s Closure  
HWMA Processed and Marketed 4,000 tons of Recycled Materials Annually**

**3,000 ton of Recyclables  
1,000 tons of CRV Materials**

**and**

**250 tons of Electronic Wastes**

## CA Beverage Container and Litter Act (1986) CRV Buy-Back



California Redemption Value, is a cash fee that consumers pay for each beverage container made from Aluminum, Plastic, or Glass. The State of California collects 5 cents for containers less than 24 ounces and 10 cents for containers over 24 ounces from beverage manufactures –who pass the fee to consumers. The State program was intended to encourage consumers to recycle beverage containers at their point of purchase. Consumers may return their empty bottles and cans to grocers, retailers or certified redemption centers. Certified redemption centers then market material to recoup CRV payout, labor, equipment, overhead and freight-to-market costs.

Effective April 1, 2022, consumers may redeem containers at Hambro Recycling CRV Center at 420 So. G Street, Arcata and at any of the 38 Humboldt retailers listed on CalRecycle’s website:

<https://www2.calrecycle.ca.gov/BevContainer/InStoreRedemption>

## Eureka Recycling Center Transitions to A Regional Organics Processing Facility For SB 1383 Compliance Services

**Relevant Regulatory Framework:**

California’s Constitution grants powers to cities and counties to make and enforce local policy, sanitary and other ordinances, and the California Public Resource Code establishes that cities and counties have authority to regulate handling of solid waste within their jurisdiction.

In 1989, the **AB 939 California Integrated Waste Management Act** was approved. This Act established an integrated waste management hierarchy to guide local agencies in implementation of waste management strategies in the following priority: (1) source reduction, (2) recycling and composting, and (3) environmentally safe transformation and land disposal. Also included were Waste Diversion Mandates that stipulated diversion mandates. This Act also established that each County form a Solid Waste Local Task Force.

In January 2009, the California Integrated Waste Management Board was disbanded, and CalRecycle (California Department of Resources Recycling and Recovery) was formed.

**Humboldt County  
Solid Waste Local Task Force**

The HCSWLTF is comprised of jurisdiction staff, and responsible for identifying new and ongoing solid waste management issues of county-wide or regional concern.

Amongst several responsibilities, they are to assist and advise jurisdictions, facilitate the development of solid waste collection systems, processing facilities, and marketing arrangements that can serve more than one local jurisdiction within the region.

Task Force meetings are open to the public, with regularly scheduled meetings.

**AB 341 Recycling of Commercial Solid Waste**

Approved in 2011, AB 341 was designed to help meet California’s recycling goal of 75% by the year 2020. AB 341 requires all commercial businesses and public entities that generate 4 cubic yards or more of waste per week to have a recycling program in place. In addition, multi-family apartments with five or more units are required to develop a recycling program for their residents. This legislation drove many jurisdictions to amend franchise collection agreements to include establishment of curbside collection of commercial and residential recycling services.

**AB 1826 Recycling of Commercial Organic Waste**

Approved in 2014, businesses are required to collect yard trimmings, food scraps and food-soiled paper for composting, and Multifamily buildings with five or more units were required to collect and divert yard

trimmings from solid waste effective April 1, 2016. AB 1826 requires businesses that generate a specified amount of organic waste per week to arrange recycling services for organic waste, and for jurisdictions to implement an ‘organics recycling program’ and report to CalRecycle on their progress in implementing an organic waste recycling program.

*“Program” in this context means ordinance adoption, and administrative (or desktop) tracking systems and reporting of generators. The oneous of securing organic recycling services fell to the responsibility of businesses or multifamily dwellings.*

**SB 1383 “Short-Lived Climate Pollutant Reduction Act”**

In 2016 Governor Brown signed SB 1383 into law. SB 1383 is the most significant pollutant reduction mandate in the last 30 years, impacts solid waste collection services, and revolutionizes how California disposes of organic materials by requiring edible food diversion and recovery and organics waste recycling in nearly every jurisdiction using a variety of prescriptive strategies.

Every jurisdiction is required to comply with SB 1383, although certain smaller jurisdictions including Blue Lake, Ferndale, Rio Dell and Trinidad were allowed temporary compliance waivers which extended their compliance schedule, but those jurisdictions are still required to meet AB 341 and AB 1826 requirements. All jurisdictions are mandated to adequately resource and fund the required programs including:

- Edible Food Recovery
- Organics Waste Collection
- Source-Separated Collection
- Mixed Waste Collection (if minimum organic waste recovery standards are met)
- Education
- Monitoring contamination and targeted education
- Inspection and Enforcement
- Planning for Adequate Capacity
- Procurement of Recycled Content Products
- Reporting to CalRecycle

Elected officials are encouraged to visit CalRecycle’s webpage to learn more about SB 1383 and implementation requirements:

<https://calrecycle.ca.gov/organics/slcp/electedofficials/>

## Major Components of SB 1383 Compliance





**Regional Planning Efforts**

In July of 2021, the HWMA Board of Directors accepted HCLTF members request that HWMA act in limited regional capacity to enable coordinated management and development of a regional SB 1383 compliance road map and plan.

It was anticipated that, with agreement of the governing member bodies, and possibly non-member jurisdictions, that HWMA could act to facilitate regional organics processing provided:

1. Agreement to assume regional role with participating Members
2. That HWMA secures organic material “Flow Control “
3. Identification of a preferred project; and
4. Project development would be accomplished by:  
 Soliciting a RFP for private development and processing services; or  
 HWMA to develop infrastructure; or thru a  
 HWMA and private partnership development

In November 2021, HWMA entered into an agreement with Edgar & Associates to prepare a “SB 1383 Compliance Road Map and the Humboldt County Edible Food Recovery Plan”, deliverable by May 2022. In late November 2021, Ms. Duffy retired as HWMA’s Executive Director and Peter Fuller was hired to replace her.

- February 22, 2022** The Board received a conceptual proposal to repurpose the Eureka Recycling Center, and formed a Board Member Subcommittee.
- May 13, 2022** The Board 1) Receive Timeline and Projected Costs to Repurpose the Eureka Recycling Center; and 2) Receive Timeline and Projected Costs to Close and Relocate the Eureka Recycling Center
- June 9, 2022** The Board authorized the Executive Director to investigate potential properties for Eureka Recycling Center operations relocation.
- July 14, 2022** The Board discussed the pros/cons of relocating the recycling center as compared to finding a new site for organics processing. The Board requested a special meeting to be held for further discussion.
- July 18, 2022** The Board was informed no funding was available for the purchase of property nor necessary infrastructure improvements to repurpose of the ERC. The Board approved closure of the ERC effective August 1st.
- September 8, 2022** The Board announced the appointment of Interim Executive Director Keller-Heckman and approved a Special Joint Study Session to be held September 29 with the Humboldt County Local Task Force members for presentations on the draft 1) Edible Food Recovery Plan; and 2) the SB 1383 Roadmap.
- October 11, 2022** The Board formally received the SB 1383 Road Map & Food Recover plans, and directed staff to develop an implementation process for Board consideration.

**SB 1383 REGIONAL ORGANICS PROCESSING STEPS**

Approved by HWMA Board of Directors January 9, 2023



**HWMA JPA Amendment**

Amend Joint Power Agreement to incorporate powers required to implement new state mandated waste diversion and secure Flow Commitment of organic materials.  
**January - April 2023**

**ERC Facility Modifications**

HWMA will solicit construction bids for recycling facility improvements to receive organics. Due to the type of necessary repairs, it may take several months for the selected contractor to secure the materials and supplies, mobilization and project completion.

**Ordinances Amended**

Jurisdictions must finalize ordinance amendments compliant with SB 1383. Board members should confirm ordinance adoption, and work with respective staff to ensure ordinances are approved by the governing body.

**Organics Processing RFP**

Once Flow Commitments are secured, the Board will issue an Organics Processing and Transportation Requests for Proposal. HWMA’s Technical Advisory Committee will assist in evaluation and recommendation.

**Jurisdictions Amend Collection Contracts**

Jurisdictions are responsible for negotiating with their franchise hauler(s) to establish service and collection rates. This will enable haulers to place order bins, vehicles and/or other negotiated services such as education and container inspection.

**Organics Processing Facility**

The “Processing Facility” step depends on the selected contractor determination, whether the organics processing facility is existing or will be developed, material type and whether materials will be processed in-county or out-of-county.

**Rate Review**

HWMA will develop and approve organic material processing fee rates, jurisdictions will coordinate with their respective haulers for collection rates and formally adopt collection and processing rates.

**Organics Processing Implementation**

A phased approach to organics processing, to ensure a smooth and adequate time to address unforeseen implementation issues, observe quality of material and contamination issues and assess needed training and education needs.

**To Be Determined**

# HWMA Facilities

## Cummings Road Landfill



Located two miles southeast of Eureka, the 33-acre Cummings Road Landfill was active as an open-air refuse disposal from 1933 to 1969. In 1972 the site was permitted as a Class III MSW landfill and operated by Eureka Garbage Company. Municipal solid waste was received primarily from the community of Eureka, and in 1975 began receiving waste from Arcata, Blue Lake, Trinidad and surrounding unincorporated communities. In 1978 the County entered into a 20-year disposal agreement with the operators. After the closure of the Table Bluff Landfill

in 1979, municipal solid waste from Fortuna, Ferndale, Rio Dell and surrounding southern Humboldt communities were also transported and disposed at the Cummings Road Landfill. Approximately 1,450,000 cubic yards of municipal and industrial wastes (from former pulp and timber mills) were placed in the landfill

Faced with diminishing capacity and a corrective action order by the North Coast Regional Water Quality Control Board (NCRWQCB), the landfill was slated for closure in 1998. HWMA purchased the Hawthorne Street Transfer Station and the Cummings Road Landfill in order to develop necessary engineering and design to close the landfill, perform the construction cap closure activities and be responsible for 30 years of post-closure maintenance and monitoring.



Phase 1 Construction Closure of the Cummings Road Landfill was completed in the Fall of 2012, followed by the Cummings Road Burn Ash Debris Corrective Action Order completion in October 2014, and Phase 2 Construction Closure of the Cummings Road Landfill in October 2015. Overall costs to close the landfill and former burn site was about \$12 million.

Videos encapsulating landfill construction closure activities may be viewed at HWMA's website: <http://hwma.net/facilities/cummings-road-landfill>

## Post-Closure Activities

The Cummings Road Landfill is a certified closed Class III Solid Waste Disposal Site. Landfill activities are primarily on-going operations, maintenance and repairs of equipment, motors and pumps that extract leachate and gases from the closed landfill. The landfill is required to perform regular groundwater, surface water and leachate monitoring and reporting activities by the North Coast Regional Water Quality Control Board, California Air Resources Board, City of Eureka and the U.S. Environmental Protection Agency.

### Primary Landfill Contracts

Golder & Associates  
 Blue Sky  
 Lawrence & Associates-Engineering

### Primary Landfill Regulatory Permits

Solid Waste Information System - Humboldt County Local Enforcement Agency & CalRecycle  
 Waste Discharge Permit & Monitoring and Reporting Program-issued by the North Coast Regional Water Quality Control Board



# HWMA Facilities

## Properties



HWMA owns approximately 8 acres on West Hawthorne Street in Eureka and 413-acres of forestlands adjacent to the Cummings Road Landfill.

The West Hawthorne Street properties include the HWMA Transfer Station, and the adjacent property and building leased to Recology to the immediate east (shown in blue), the unimproved 7-acre lot located across the street to the north of the Hawthorne Street Transfer Station, and the forest properties near the Cummings Road Landfill. The following pages provide additional details for each property.

# HWMA Facilities

## 949 W. Hawthorne Street - Leased Property



When HWMA purchased the Hawthorne Street properties and the Cummings Road Landfill from City Garbage Company of Eureka, Inc., the parties formally entered into an agreement in June of 2000 for a long-term lease for the building and maintenance shops located at 949 W. Hawthorne Street.

The lease was amended in June 2010 and contains a provision that enables the Tenant, (formerly City Garbage of Eureka) Recology of Humboldt, a right to extend the Original Lease for a period of 30-days after the last expiration date of any curbside collection contracts held by the Tenant within the County of Humboldt. Recology of Humboldt currently has collection agreements with the cities of Arcata, Eureka, Ferndale, Rio Dell and multiple contracts with the County of Humboldt.

HWMA and Recology agreed to a base rent which is subject to an annual CPI adjustment, and every ten years the Base Rent may be adjusted to meet Fair Market Rental Value. This adjustment was made during the summer of 2020.

With the purchase of Eel River Disposal and the Samoa Resource Recovery Facility in 2017, Recology has been actively searching for several years for a site suitably sized to relocate their vehicle yard and maintenance activities.

# HWMA Facilities

## Unimproved Lot on W. Hawthorne Street

Located north across the street from the Hawthorne Street Transfer Station is an unimproved parcel comprised of four (4) lots at 1-acre/each. This 4-acre lot is located within the Coastal Zone with a General Industrial land use designation.

The entire property is located within the Coastal Zone, but coastal development permit jurisdiction is split between the Coastal Commission and the City of Eureka. The Commission has retained jurisdiction over the northern half of the property, and the City's coastal development permit jurisdiction applies to the southern half. Any proposed development will entail consultation with the Coastal Commission and the City of Eureka to ensure consistency determination prior to improvement.

In the early 2000's the HWMA Board of Directors approved a drainage easement to Rainbow Storage. This allows stormwater from their facility to drain and flow across the unimproved parcel and flow into PalCo Marsh located to the west of Felt Road.

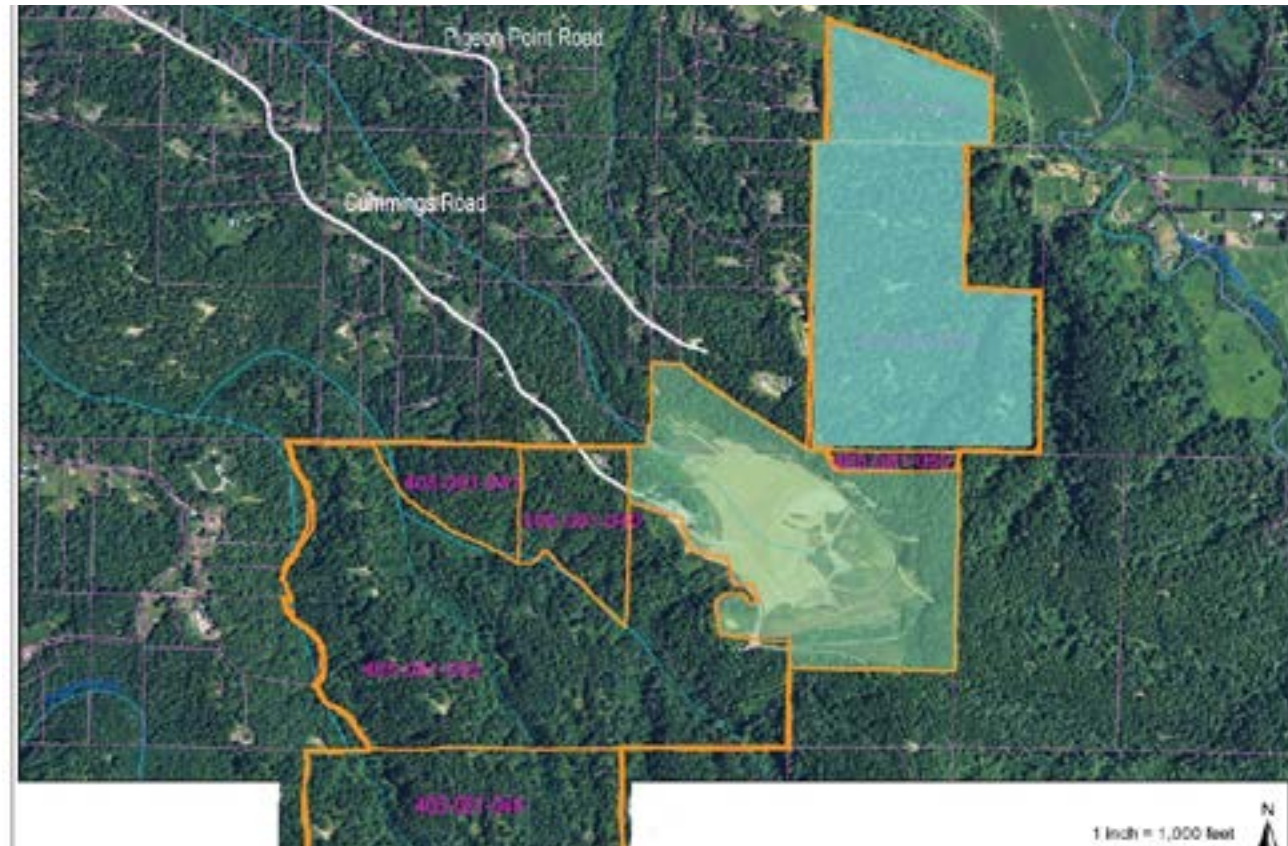
HWMA regularly monitors the site, removes any disposed trash and litter, and routinely performs permissible vegetation maintenance activities.





# HWMA Facilities

## Forestland Properties



On September 1, 2017, HWMA purchased 413 acres of undeveloped forest parcels surrounding the Cummings Road Landfill from Recology Humboldt County. As illustrated above the property is comprised of seven (7) undeveloped forest parcels ranging in size from 4.5 acres to 157 acres.

With the exception of two parcels to the north, the parcels are managed under a Nonindustrial Timber Management Plan (NTMP). To retain a Register Professional Forester of record, HWMA secured the consulting services of Jim L. Able Forestry Consultants, Inc. to record, ensure compliance with the NTMP, and maintain a continuity of property maintenance and management practices.

As indicated by the parcels highlighted in light blue, timber harvest rights will be held by Humboldt Redwoods Company until 2027. Once expired, the timber rights reverts to HWMA as the property owner.

A September 2013 appraisal estimated the property value at \$2.4 million, including an estimated timber value of \$1.1 million. Trees are managed and selectively harvested within a regular rotation, with the potential to generate an average net income of \$80,000-\$100,000 per harvest.

### Access Roads

The landfill is located in an area between Cummings Road and Pigeon Point, however access to the forest properties are only through Cummings Road.

### Nonindustrial Timber Management Plan

NTMP's were established under the California Forest Practices Act to promote long-term management and planning on forest ownerships less than 2,500 acres. In exchange for landowners managing their forest through uneven-aged management and long-term sustained yield, NTMP's allow owners to log selectively within specified limits. The property, with the exception of two parcels, is managed through Nonindustrial Timber Management Plan (NTMP) 1-00NTMP-007 HUM which was approved by the California Department of Forestry on June 20, 2000.

### Registered Professional Forester

Jim L. Able Forestry Consultants, Inc. has been retained as the Registered Professional Forester (RPF) of record, to ensure compliance with the NTMP, and maintain a continuity of property maintenance and management practices. Jim Able has been the RPF for this property since 1979, and overseen regular timber harvesting activities on this property to the previous property owners including Eureka Garbage Co., NorCal Waste Solutions, and Recology.

### Timber Harvesting Activities

Based on favorably projected redwood log prices, the HWMA Board approved selective timber harvesting activities in 2018 and 2021. Harvested timber generated \$176,000 in 2018 and approximately \$180,000 in 2021.

### Other Potential Uses

Potential uses for the property include but are not limited to 1) protect and buffer the landfill from future development pressures; and 2) continued timber harvesting and forestland management activities; and/or 3) possible future sale of certain or all parcels; and/or 4) evaluation for use of certain diversion activities such as organics and greenwaste composting; and/or 5) other potentially compatible uses of the landfill (i.e. solar or alternate energy systems); and other considerations not identified at this time.

**Humboldt Waste Management Authority  
Board Member Handbook  
Fiscal Year 2022-22**

**Location:**

HWMA  
1059 W. Hawthorne Street, Eureka, CA 95501  
707.268.8680

**Website:**

[hwma.net](http://hwma.net)

January 2023





***Staff Report***

**DATE:** January 25, 2023

**For Meeting of:** February 9, 2023

**FROM:** Eric Keller-Heckman, Interim Executive Director

**SUBJECT:** Item 7)  
Receive Presentation on Organics Collection & Processing – Part 2  
Proposed Approaches & Timelines

**RECOMMENDED ACTION:** Voice vote.

That the Board:

- 1) Receive Presentation; and
- 2) Discuss and Provide Direction to Staff; and.
- 3) Provide Other Direction as Appropriate

**DISCUSSION:**

This presentation builds upon the January 12, 2023 information presented to the HWMA Board of Directors and focuses on delineating key responsibilities of the jurisdictions and HWMA in accordance with the pathway and timeline for Regional Organics Collection & Processing.



## ***Staff Report***

**DATE:** January 23, 2023 For Meeting of :February 9, 2023

**FROM:** Eric Keller-Heckman, Interim Executive Director

**SUBJECT:** Item 8)  
Review, Discuss and Approve Proposed Amendments to HWMA's Joint Powers Agreement

**RECOMMENDED ACTION:** Voice vote.  
That the Board:

1. Review, Discuss and Approve Proposed Amendments to HWMA's Joint Powers Agreement; and
2. Establish Process to Amend Agreement; and
3. Circulate to HWMA's Member Agencies for Consideration and Approval
4. Provide Other Direction as Appropriate.

### **DISCUSSION:**

At the HWMA Board meeting held October 13<sup>th</sup> 2022, staff was directed to initiate review and drafting of proposed amendments to HWMA's Joint Powers Agreement for the purpose of securing flow control of designated source separated materials, and return to the Board with proposed amendments for review and approval. Further, this amendment process presents an opportunity to update, remove outdated artifacts and provide clarifications to the Agreement beyond the matter of source separated organics. Staff met with member agency staff, and General Council through this process, and provided an administrative draft document to Member Agency staff representatives on January 13<sup>th</sup> for their review and comment. No clarifications or revisions were received by HWMA.

### Recommended Approval Process

The process to amend the Agreement is unclear under the existing language, and the draft document contains proposed revisions to establish a clear amendment process. Staff proposes the following steps to amend the joint powers agreement:

1. The HWMA Board consider and approve the draft amendment(s), with no less than 70% of the Directors of the Authority Board voting in support of proposed amendments.
2. HWMA circulates the preliminary approved document to the governing boards of the Members for consideration and approval by no less than 70% of the governing boards.

**Prepared by:** Jill Duffy, Interim Director of Operations  
**Date:** January 23, 2023

3. Should Members raise any issues during their deliberation and consideration of the proposed amendments, it is requested that written concerns be addressed to HWMA's Executive Director for immediate review and possible HWMA Board revision of the preliminary draft amendment.
4. After confirmation that all Members have received, considered and taken final action, HWMA will circulate a written instrument for execution by the Members. Once signatures have been received, a final executed copy will then be distributed to the Members.

The Board is requested to review, discuss and approved the draft amendments as attached. Once approved, staff will circulate the Preliminary JPA Amendment document to Member Agencies governing bodies for consideration and approval.

**BACKGROUND:**

HWMA's original Joint Powers Agreement was approved in November 1999 for the primary purpose of HWMA securing and managing disposal of Member Agency's solid waste and assumed responsibility for the closure/post-closure activities of the Cummings Road Landfill, and related specified powers. The Agreement has been amended three times; two amendments were non-substantive and didn't require approval of the Members, and one which was substantive requiring the approval of Member Agencies.

In the Fall of 2022, Member Agency governing bodies have submitted letters of interest that HWMA act in a regional capacity for managing the processing of curbside collected source separated organics for compliance with SB 1383 (Short Lived Climate Pollution Reduction Act). Because the State mandates compliance responsibility to individual jurisdictions, and local jurisdictions are interested in coordinating regionally, HWMA needs to amend the Joint Powers Agreement to incorporate the necessary powers to implement the new state mandated waste diversion and material management requirements.

Through this drafting process, staff identified necessary language and amendments to incorporate prior amendments and update the Agreement in its entirety. The amendment presents an opportunity update, remove outdated artifacts and provide clarifications to the Agreement beyond the matter of organics processing.

Staff has attached two documents containing the proposed amendments, and recommends Board members and other interested persons to read the "Clean" copy to review the document in its entirety, referring to the "Track Changes" copy to view specific changes. Additionally, below is a bullet list of the revisions, with rational explanations as identified.

- Universal formatting revisions – Standardized the mixture of UPPER cased and Capitalized words, and made uniform use of bold headings for improved document readability.
- Spelling corrections throughout the document
- Inserted "**Amended and Restated**" language, as well as recitals.

**Prepared by:** Jill Duffy, Interim Director of Operations  
**Date:** January 23, 2023

- Remove artifact(s) that were in the original (e.g. Section 6.5 “Possible Future Responsibilities and”)
- Inserted missing Section labels (e.g. “Powers” and “Notices”)
- Removed “**Financial Assurances**” definition as the original purpose for the definition is now an artifact. Originally Members had to provide Financial Assurances when HWMA took out the first \$7 million bond to purchase the Transfer Station. That bond, and a subsequent one in 2005, were paid off in 2015 and there are no significant outlying long term debts.
- Addition of the term “**Flow Control**” and definition
- Addition of the term “**Household Hazardous Waste**” and definition. HWMA began providing HHW services in 2002 after the County transferred mobile collection responsibility to HWMA. Over the years HWMA constructed, improved and established the Permanent Household Hazardous Waste Collection Facility.
- Revised the term “**Indenture**” to be universal instead of the specific reference to a now-defunct trust used for the now complete construction closure costs of the Cummings Road Landfill.
- **Revenue Bonds** – expanded to include financing purposes to include “...*plant, site existing or planned...leased, and constructed, maintained...*”
- Updated the term “**Solid Waste**” per State approved revision in 2019 contained in CA Public Resources Code 40191
- Addition of the term “**Source Separated Materials**” which are designated to the Authority by an action of the governing member and the HWMA Board of Directors. Then inserted “Designated Source Separated Materials” where appropriate throughout the document. This broad term is inclusive of any source separated material including organics, recycling, green waste, hazardous waste or other materials to meet State diversion requirements, and the Member Agency retains discretion as to whether to designate to the Authority for management.
- Updated “**Transfer Facility**” definition
- Technical Assistance Committee – clarification that representatives are comprised of Integrated Waste Management staff of Members of the Authority – *not the AB 939 Integrated Waste Management Local Task Force.*
- **2.2 ”Additions”** – Revisions include:
  - Heading change to “**Member Additions**” to better explain the section purpose.
  - Proposed revision transfers authority to add members by a supermajority action of the HWMA Board of Directors following confirmation of convenances. This revision is consistent with existing Section 8.3 Voting (7) and Section 10 Withdrawal authority.
  - Revised to include timeline for prospective members applying so that HWMA can process and prepare/adopt fiscal year budgets and that new Members be assessed prorated share of assets and liabilities
- **Section 2.3** – This did not have a heading in the original JPA. “**Flow Control**” was added to clarify this section’s purpose.
- **Section 4.3 Board** – Added reference to the “Ralph M. Brown Act”.
- **Section 4.6 “Technical Advisory Committee”** clarifying edits. This is in addition to existing Section 8.2 “Officers and Committees” provision that the Board of Directors may establish ad hoc, standing, advisory committees at their discretion.

**Prepared by:** Jill Duffy, Interim Director of Operations  
**Date:** January 23, 2023

- **Section 6** – Added Section title “**Powers**”
  - Removed the “quarry” reference in original document. There was no “quarry” but an area where soil was removed for daily cover when the landfill was operational.
  - Added reference to the timber property purchased in 2017.
- **6.4 “Noncompetition”** – Removed. This provision was specific to a request by the City of Arcata and the now defunct Arcata Community Recycling Center in 1999. Any facility proposed to be developed or operated outside of Hawthorne Street Transfer Station will require an action by the Board of Directors and concerns/objections could be raised through those processes.
- **New Section 6.4 “Possible Future Responsibilities”** added “...or expansion to a Regional Agency per PRC 40975”. The Regional Agency reference makes the JPA consistent with the approved “2013-2023 Strategic Plan”.
- **7.6 “Insurance”** Removed the original section in its entirety along with the detailed language specifying coverage levels. Once the JPA is amended, staff will present policy language for adoption into HWMA’s Policy Handbook, Section 1000. This will better enable regular review and updating as necessary without requiring amendment of insurance coverage requirements to all Members for approval.  
The proposed language provides umbrella verbiage addressing Insurance.
- **Section 8 “Code of Conduct”** replaced with “**Bylaws, Officers and Voting**” because that what the section actually addresses.
- **Section 9 “Term”** revised
- **Section 11.2 Revenue Bonds** – expanded to include “...or other instruments of indebtedness”. This will enable long-term or short term loans as necessary.
- **Section 12 “Amendments”** revised to include a clear process for the steps to amend the JPA and voting requirement of Directors and Members.
- **Section 14** – added heading “**Notices**”, and removed each of the city/county names/ mailing addresses for brevity.
- **New Section 22 “Effective Date”** for the amended and restated Agreement.

**FISCAL IMPACT:**

No direct fiscal impact other than time to review and prepare language.

**ATTACHMENTS:**

1. Administrative Draft - Proposed HWMA JPA Amendments January 2023 - Clean.
2. Administrative Draft - Proposed HWMA JPA Amendments January 2023 - Compare.

**Prepared by:** Jill Duffy, Interim Director of Operations  
**Date:** January 23, 2023

**HUMBOLDT WASTE MANAGEMENT  
AUTHORITY**

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

Adopted November 17, 1999

Amended April 8, 2002

Amended July 12, 2012

Amended November 10, 2016

Amended and Restated [*date*] 2023

**HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**TABLE OF CONTENTS:**

<b><u>SECTION 1. DEFINITIONS</u></b> .....	1
<b><u>SECTION 2. FORMATION, MEMBERSHIP</u></b>	
2.1 Humboldt Waste Management Authority . . . . .	4
2.2 Member Additions. ....	4
2.3 Authority Qualifications .....	5
<b><u>SECTION 3. PURPOSE</u></b>	
3.1 General. ....	5
3.2 Transfer Facility .....	5
3.3 Landfill Closure and Maintenance. ....	6
3.4 Common and Additional Powers .....	6
<b><u>SECTION 4. ORGANIZATION</u></b>	
4.1 Composition .....	6
4.2 Principal Office .....	6
4.3 Board .....	6
4.4 Directors .....	6
4.5 Executive Advisory Committee .....	7
4.6 Technical and Advisory Committees .....	7
<b><u>SECTION 5. PERSONNEL AND ADMINISTRATION</u></b>	
5.1 Employees .....	8
5.2 Executive Director .....	8
<b><u>SECTION 6. POWERS</u></b>	
6.1 Facilities .....	8
6.2 Approved Powers .....	8
6.3 Limitations .....	10
6.5 Possible Future Responsibilities and Duties .....	10
6.6 Individual Member Services .....	10
6.7 Local Governing Body .....	10
<b><u>SECTION 7. FINANCE</u></b>	
7.1 Assets, Rights, Debts, Liabilities and Obligations .....	10
7.2 Budget .....	11
7.3 Rates .....	12
7.4 Financial Audit .....	12
7.5 Indemnity .....	12

7.6	Insurance .....	12
<b><u>SECTION 8. BY-LAWS, OFFICERS AND VOTING</u></b>		
8.1	Bylaws.....	13
8.2	Officers and Committees .....	13
8.3	Voting .....	13
8.4	Quorum. ....	14
8.5	Disclosure of Closed Session Information .....	14
<b><u>SECTION 9. TERM</u></b> .....		
<b><u>SECTION 10. WITHDRAWAL</u></b> .....		
<b><u>SECTION 11. DISSOLUTION</u></b>		
11.1	Assets. ....	15
11.2	Revenue Bonds. ....	15
11.3	Effective.....	16
<b><u>SECTION 12. AMENDMENTS</u></b> .....		
<b><u>SECTION 13. FILING WITH THE SECRETARY OF STATE</u></b> .....		
<b><u>SECTION 14. NOTICES</u></b> .....		
<b><u>SECTION 15. SUCCESSORS AND ASSIGNS</u></b> .....		
<b><u>SECTION 16. SEVERABILITY</u></b> .....		
<b><u>SECTION 17. SECTION HEADINGS</u></b> .....		
<b><u>SECTION 18. ARBITRATION</u></b> .....		
<b><u>SECTION 19. LAW TO GOVERN</u></b> .....		
<b><u>SECTION 20. ENTIRETY</u></b> .....		
<b><u>SECTION 21. WAIVER</u></b> .....		
<b><u>SECTION 22. EFFECTIVE DATE</u></b> .....		



**AMENDED AND RESTATED  
HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT  
Adopted November 17, 1999  
Amended April 8, 2002  
Amended June 14, 2002  
Amended November 10, 2016  
Amended and Restated [date] 2023**

This Amended and Restated Joint Powers Agreement of the Humboldt Waste Management Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, and November 10, 2016. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 2023.

**RECITALS**

**WHEREAS**, the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt in 1999, entered into a Joint Powers Agreement to form the Humboldt Waste Management Authority for purposes of providing coordinated solid waste management services for the member agencies and their communities; and

**WHEREAS**, the Authority seeks to amend the Joint Powers Agreement to incorporate powers required to implement new state mandated waste diversion and material management requirements;

**WHEREAS**, the Authority believes it would be desirable and convenient to restate the Joint Powers Agreement in its entirety, including previous amendments, and amend said Joint Powers Agreement as recited herein.

**NOW, THEREFORE**, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

**AGREEMENT**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following terms have the respective definitions as set forth below:

“**ACT**” means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

**"AGREEMENT"** means this joint exercise of powers agreement, first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, November 10, 2016, and on the effective date stated above, and as it may be amended in the future from time to time.

**"AUTHORITY"** means the Humboldt Waste Management Authority a joint exercise of powers authority created by the Members pursuant to this Agreement.

**"BOARD"** means the Board of Directors of The Authority.

**"CERCLA"** means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767, as amended; 42 U.S.C. § 9601 et seq.).

**"DESIGNATED SOURCE SEPARATED MATERIAL(S)"** means Source Separated Material(s) over which a Member has obtained Flow Control and directs its franchised or contracted collection hauler to deliver to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production, or disposal, as required by the Authority Directors.

**"DIRECTOR"** means the representative appointee of a Member to the Board.

**"EXECUTIVE ADVISORY COMMITTEE"** means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees.

**"EXECUTIVE DIRECTOR"** means the person appointed by the Board as the Authority's administrative officer to manage the affairs of the Authority and to implement the policies of the Board.

**"FINANCIAL OBLIGATIONS"** means Indenture Obligations, Revenue Bonds and any other financial obligations or liabilities incurred by the Authority.

**"FISCAL YEAR"** means the period commencing on each July 1 and ending on the following June 30.

**"FLOW CONTROL"** means a system by which a Member, through ordinance, regulation or other official directive, compels its franchised or contracted collection hauler(s) to transport municipal solid waste, recyclables, or other Source Separated Material(s) from the place material is generated to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production or disposal.

**"INDENTURE"** means any indenture that secures a financial obligation of the Authority with revenues of the Authority.

**“INDENTURE OBLIGATIONS”** means bonds, parity obligations and similar instruments, including any Revenue Bonds, which evidence obligations of the Authority arising under and in respect of any Indenture.

**"GOVERNMENT CODE"** means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

**“HOUSEHOLD HAZARDOUS WASTE”** means those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, as defined in the California Public Resources Code § 40141.

**"LANDFILL"** means the Cummings Road Landfill located at 5755 Cummings Road, Eureka, CA 95501.

**"MEMBER" or “MEMBERS”** means the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, the County of Humboldt, or any city located wholly or partly within Humboldt County which has joined the Authority pursuant to Section 2.2.

**“OUTSTANDING”** as of any particular date means (a) with respect to Indenture Obligations, the term shall have the meaning ascribed to it in the Indenture, (b) with respect to Revenue Bonds, means Revenue Bonds issued but not yet defeased or redeemed, and (c) with respect to other financial obligations and liabilities of the Authority, means those other financial obligations and liabilities which have been incurred but not yet paid in accordance with their terms.

**"PLEDGE OF REVENUES"** means a financial assurance mechanism as defined in 27 California Code of Regulations section 22200(jj) by which the Authority promises to make specified, identified future revenues of facilities under its ratemaking control available to pay future postclosure maintenance costs of a solid waste facility.

**"REVENUE BONDS"** means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the Authority from time to time pursuant to the Government Code or any other applicable law in order to finance any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, and/or operated by the Authority, and/or any financial aspects of closed Landfill maintenance.

**"SERVICE AREA"** means those areas under the jurisdiction of Members from which the Authority receives Solid Waste for processing, transportation, and disposal. If and when any additional cities join the Authority pursuant to Section 2.2., the Service Area shall also

include all areas within the joining City or Cities.

**"SOLID WASTE"** means the type of wastes commonly collected by Members' franchised Solid Waste collectors including putrescible and nonputrescible solid, semisolid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewater, treated or chemically fixed sewage sludge which is not hazardous wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid Waste does not include 1) hazardous wastes as defined in California Public Resources Code § 40141 or by federal law or regulation, 2) radioactive waste as defined and regulated, or 3) medical waste as defined and regulated, or 4) those Source Separated recyclable or compostable materials intended for collection as part of a Member's collection and/or recycling, reuse, reprocessing franchise.

**"SOURCE SEPARATED MATERIAL(S)"** means materials collected by a Member's franchised or contracted collection hauler that is separated, placed into a container by the generator and specifically intended for separate collection (e.g., curbside collected recyclables, and compostable materials).

**"TRANSFER FACILITY"** means any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Transfer Facility accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, and for the receiving, processing, disposal, recycling and transportation of Solid Waste and the recovery of materials from Solid Waste and Designated Source Separated Material(s), that is owned by the Authority, by a Member, or by a private entity, but in all events is available for use by the Authority or its Members, such that the material is handled by the Authority's transport, processing and disposal system.

## **SECTION 2.           FORMATION, MEMBERSHIP**

**2.1   Humboldt Waste Management Authority.** Pursuant to the Government Code, the Members do hereby create, form and establish the Authority, a public entity to be known as the "Humboldt Waste Management Authority", it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate and distinct from each of the Members.

**2.2   Member Additions.** Any city or county in Humboldt County may apply to join the Authority as a Member. The prospective Member's application must be received by the Authority no later than January 1 for potential membership beginning with the following Authority Fiscal Year. Membership will be granted only upon the approval of at least 70% of the Directors. Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all Solid Waste and Designated Source Separated Material(s)

collected by the jurisdiction (if such jurisdiction provides collection services directly to its constituents) to a Transfer Facility for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the Authority, which direct its franchised or contracted collection hauler(s) to deliver all Solid Waste and Designated Source Separated Material(s) collected under such franchise(s) or contract(s) to a Transfer Facility for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the Authority for the delivery of Solid Waste to the Transfer Facility. Additionally, new Members will be assessed a prorated share of assets and liabilities held by the Authority such as the undesignated reserve fund and any existing Indenture Obligations.

- 2.3 Flow Control.** It is hereby understood that the intent of the Authority is to require all present and future Members to covenant to take all actions possible to direct Solid Waste and Designated Source Separated Material(s) to a Transfer Facility and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the Member with the right to direct all Solid Waste and Designated Source Separated Material(s) collected under any franchise collection agreement to a Transfer Facility as specified by the Authority Directors.

### **SECTION 3. PURPOSE**

- 3.1 General.** The Authority is formed to provide the economic coordination of Solid Waste and Designated Source Separated Material(s) management services and to efficiently and fairly assure against potential adverse effects of past Solid Waste management services within the Service Area. This Agreement is entered into by the Members in order: 1) that they shall jointly request proposals and contract for Solid Waste and Designated Source Separated Material(s) processing and disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, Transfer Facilities and equipment, materials recovery facilities, waste to energy facilities, and/or Solid Waste landfills; B) preparing of planning documents which meet the requirements of the Act and other state law and regulation; C) disposal, transfer, or processing of materials generated in the incorporated and unincorporated area of the County; and D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and construction/demolition wastes) and recycling market development.
- 3.2 Transfer Facility.** The general purpose **may** include, but is not limited to, the purpose of providing the economic coordination of processing, transfer and disposal services for Solid Waste and Designated Source Separated Material(s) generated within the Service Area, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of Transfer Facilities.

- 3.3 Landfill Closure and Maintenance.** The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed Landfill serving part or all of the Service Area for the general purpose of protecting the health and safety of the public within the Service Area and the specific purpose of protecting the general funds of the Members against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the Authority may include ownership and/or management of the Landfill during the final stages of the Landfill's active life, during closure, and thereafter if such is deemed essential, in the discretion of the Board of Directors, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.
- 3.4 Common and Additional Powers.** The Authority's purpose also includes the establishment of the Authority as an independent joint powers entity to enable the Members to jointly exercise the common powers of the Members set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the Government Code upon all joint powers authorities.

#### **SECTION 4. ORGANIZATION**

- 4.1 Composition.** The Authority shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the Service Area which has joined pursuant to Section 2.2, and the County of Humboldt.
- 4.2 Principal Office.** The principal office of the AUTHORITY shall be established by the Board. The Board may change that principal office upon giving at least 15 days written notice to each Member.
- 4.3 Board** The Authority shall be governed by the Board Of Directors, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority. The Authority Board of Directors shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal year, the Board shall appoint new officers. The appointment of the chairperson shall rotate among the Members of the Authority.
- 4.4 Directors.**
- (a) The Board shall consist of the same number of Directors as the number of Members. Each Member shall appoint one Director. Upon execution of this Agreement by a Member, the Member shall appoint its representative to the Board and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed Director. Thereafter, vacancies shall be filled by the appointing Member

within thirty (30) days of the occurrence thereof. Each Director and alternate shall be an elected official of the governing body of the Member that he or she represents. If a Director or alternate ceases holding any such elected position, he or she shall then cease to serve as a Director or alternate. The Authority and the Board shall be entitled to rely on a written notice from the City Clerk (in the case of city Members) and the Clerk of the Board of Supervisors (in the case of county Members) as conclusive evidence of the appointment and removal of the Directors and/or alternates representing that Member.

- (b) Each Director and alternate shall hold office from the first meeting of the Board after appointment by the Member, until his or her successor is selected by the Member that appointed that Director. Each Director and alternate shall serve at the pleasure of the Member that he or she represents and may be removed at any time, without cause, at the sole discretion of that Member.
- (c) No compensation shall be received by any Director or alternate unless expressly provided by resolution of the Board.

**4.5 Executive Advisory Committee.** There is hereby created an Executive Advisory Committee which shall consist of the Member City and County Managers, or their appointees or designees, to advise the Executive Director as specified below:

- a) Review and recommend an operating and capital budget, and review and comment on Authority goals and objectives.
- b) Provide assistance to the Board as requested in the recruitment and selection for the Authority's Executive Director.

The Executive Advisory Committee shall meet as necessary, but not less than annually, and as necessary as called by the Chairperson. The Executive Advisory Committee shall appoint a Chairperson and a Vice Chairperson. Thereafter at its first meeting in each succeeding Fiscal Year, the Executive Advisory Committee shall appoint new officers. The appointment of the Chairperson shall rotate among the Members of the Authority. A majority of all members of the Executive Advisory Committee shall be present to conduct business of the Executive Committee. The decision of the majority of the Executive Advisory Committee shall constitute the acts of the Committee.

**4.6 Technical Advisory Committee.** The existing County/City Integrated Waste Management staff comprised of Authority Members is designated to provide technical information for, make recommendations to, and otherwise advise, the Authority on relevant waste management issues.

**SECTION 5.**            **PERSONNEL AND ADMINISTRATION**

- 5.1    **Employees.** The Authority may have its own employees and/or may contract with a Member agency or firm for the furnishing of any necessary staff services associated with or required by the Authority. All employees shall report to the Executive Director.
- 5.2    **Executive Director.** The Executive Director shall have all administrative powers necessary to implement Board direction, including purchasing, personnel, and finance powers. The Executive Director shall prepare an annual budget and annual rate schedule for the Board's consideration.

**SECTION 6.**            **POWERS**

- 6.1    **FACILITIES.** The Authority is empowered to acquire, construct, finance, refinance, operate, regulate, set rates for and maintain Transfer Facilities subject, however, to the conditions and restrictions contained in this Agreement. To ensure safe closure and postclosure maintenance of the Landfill, the Authority is empowered to acquire, operate, regulate, set rates for, close and provide postclosure maintenance for the Landfill and all facilities and properties related thereto in the manner required by law.
- 6.2    **Approved Powers.** To the full extent permitted by applicable law (including specifically the Act and the Government Code), the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the Act or that each Member could exercise separately including, without limitation, any and all of the following:
- (a)    to sue and be sued in its own name;
  - (b)    to incur and discharge debts, liabilities and obligations;
  - (c)    to issue Revenue Bonds, notes, certificates of participation and incur other forms of indebtedness and make associated covenants from time to time, for designated purposes in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the Transfer Facility and/or related facilities;
  - (d)    to exercise the power of eminent domain for the acquisition of real and personal property for a Transfer Facility and access thereto or for the acquisition of a Transfer Facility itself;
  - (e)    to acquire, improve, hold, lease and dispose of real and personal property of all types;
  - (f)    to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with a Transfer Facility, any other facility owned or operated by the



Authority, and any other enterprise which the Authority is empowered by this Agreement to conduct, as well as any and all services and programs provided and/or implemented by the Authority, and to include in such rates and charges amounts necessary to carry out those purposes described in Section 3 of this Agreement;

- (g) to require the Members to use all best efforts to direct all Solid Waste and Designated Source Separated Material(s) generated within the Members' boundaries that are located within the Service Area to the Authority-specified Transfer Facility. To the extent legally permissible, Members shall:
  - (1) Direct all Solid Waste collected by Members' franchised garbage collectors to the Transfer Facility. Members shall also direct all other Solid Waste generated by Members to the Transfer Facility; provided, however, this subsection shall not apply to recyclables nor to Solid Waste generated by Members outside the Service Area; and
  - (2) Obtain and maintain Flow Control over Designated Source Separated Material(s);
- (h) to require Members to amend or revise any franchise collection agreement(s) at the earliest possible date, which shall not be later than the first renewal or extension date or the date of any amendment to such franchise agreement, to provide the Member with the right to direct all Solid Waste and Designated Source Separated Material(s) collected by the franchised hauler(s) to a Transfer Facility. Any Member currently not having the right to direct such materials under its franchise agreement(s) shall covenant to make such amendment in order to join the Authority;
- (i) to contract for the processing, transportation and/or disposal of Solid Waste and Designated Source Separated Material(s) delivered to a Transfer Facility;
- (j) to make and enter into contracts, including contracts with any Member or non-member entity, and to assume contracts made by any Member relating to the Transfer Facility;
- (k) to reimburse the Members for the costs of services provided to the Authority;
- (l) to hire agents and employees;
- (m) to employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (n) to apply for and accept grants, advances and contributions;
- (o) to make plans and conduct studies;

- (p) to coordinate efforts with the established local, regional and state waste management agencies;
- (q) to make payments as necessary for closure and postclosure maintenance for the Landfill for the purposes set forth in Section 3.3 of this Agreement and, if the Landfill should become a Superfund site, to seek reimbursement for remediation costs from any person or entity (other than any Member) having a legal responsibility for such costs; and
- (r) to provide the financial assurances required by state and federal law for postclosure maintenance of the Landfill, including use of a Pledge Of Revenues based upon any or all of the revenue-producing enterprises owned and/or operated by the Authority.

**6.3 Limitations.** Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Humboldt in the exercise of similar powers.

**6.4 Possible Future Responsibilities.** Upon future approval and agreement by all of the Members, the Authority may conduct other related waste management responsibilities and duties, including but not limited to contracting with non-members to accept their Solid Waste at a Transfer Facility or expansion to a Regional Agency, as that term is defined in Public Resource Code § 40975.

**6.5 Individual Member Services.** Upon approval of the Board and the governing body of a Member, the Authority may contract to provide other related waste management responsibilities and duties, individually for that Member. These contracted services will be paid for solely by the contracting Member.

**6.6 Local Governing Body.** For the purposes of the Act the Authority will operate as a “Local Government Body” or “Local Governmental Agency” which has the authority to provide Solid Waste and other materials management and handling services.

## **SECTION 7. FINANCE**

### **7.1 Assets, Rights, Debts, Liabilities and Obligations.**

- (a) Except as provided in subsection (b), (c) and (d) below, the assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Member give prior approval to such contract or assumption.

- (b) The Members hereby agree that any defense against claims, as well as the cost of any judgments imposed for claims resulting from actions by the Authority or any of the officers, agents, employees, or contractors of the Authority in relation to the Transfer Facility, any Solid Waste facility owned and/or operated by the Authority or any other enterprise owned and/or operated by the Authority shall be the sole responsibility of the Authority. Such costs shall therefore be paid for ultimately through surcharges uniformly imposed on the rates charged to users of the Transfer Facility.
- (c) To the extent that Members are also held jointly and severally liable for such amounts by Government Code Section 895.2, if a Member provides for such defense of itself or the Authority, or pays all or part of such judgment, the Member shall be entitled to reimbursement in full from the Authority, provided the Member obtains prior approval from the Authority. Such reimbursement shall be paid over such time as is necessary for the collection of the corresponding reasonable user surcharges.
- (d) If Members are held responsible by third parties for tort or other claims as a result of activities of the Authority, pursuant to Government Code Section 895.2 or state or federal laws applicable to Solid Waste management facilities, and the Authority has ceased to exist and its assets have been fully distributed or consumed, or the Authority has ceased to operate and has no unencumbered assets capable of generating enough revenue to defend against and pay for such claims, each Member shall be entitled to seek reimbursement from the other Member(s) for the costs of providing the defense against such tort claims or payment of any judgments lawfully imposed in connection therewith to the extent that the amounts paid by the Member exceed that proportion of the total cost which exceeds the ratio of the tonnage of Solid Waste generated within the jurisdiction of the Member, including self-hauled Solid Waste, and processed by the Transfer Facility in the Fiscal Year of the occurrence of the incident giving rise to liability to the total tonnage processed by the Transfer Facility during said Fiscal Year.
- (e) Obligations for capital expenditures at an approved Transfer Facility shall be included in the service fee for such facility such that only its users contribute toward its capital expenditures. However, all Members shall contribute a reasonable amount toward all of the Authority's costs of administration.

**7.2 Budget.** A budget for the Authority shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including, but not limited to, the acquisition or construction of a Transfer Facility and any other facility owned and/or operated by the Authority and related site improvements, administration, special projects, maintenance and operating costs. Approval of the budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds on hand, provided

that this shall not be construed to limit the power of the Board to modify the budget in whatever manner it deems appropriate and instruct the Executive Director accordingly.

**7.3 Rates.**

- (a) The Board shall establish rates to be charged at the Transfer Facility in amounts sufficient to provide for the efficient operation, including administrative, processing, transportation and disposal costs, to discharge all indebtedness and liabilities (including, without limitation, any Revenue Bonds issued in connection therewith) to insure against future liabilities and of the Members resulting from "generator" status under state and federal laws and regulations relating to landfills experiencing illegal discharges of hazardous substances to the extent that status pertains to Solid Waste generated at any time within the Service Area, and to pay as yet unfounded costs of closure as well as those costs of postclosure maintenance for the Landfill which exceed net revenues from gas recovery and other ongoing Landfill site enterprises, as liability for such costs accrues, and to accommodate the planning and implementation of activities incidental thereto.
- (b) The Authority shall provide at least thirty (30) days advance written notice to its Members of any intent to increase or decrease rates to be charged at the Transfer Facility. To the extent possible, the Authority shall coordinate the effective date of rate increases or decreases with the annual garbage collection rate setting processes of the Members and other public entities having Solid Waste franchising jurisdiction within the Service Area.

**7.4 Financial Audit.** There shall be an audit of the accounts and records at least annually as prescribed by Sections 6505 and 6505.5 of the Government Code. The audit shall conform to generally accepted auditing standards. There shall be an annual audit of the services provided, measuring satisfaction with internal and external services.

**7.5 Indemnity.** The Authority shall indemnify, defend and hold harmless the Members hereto, their officers, officials, employees and volunteers from and against all liability, loss, damage, expense costs (including without limitation costs and fees of litigation), of every nature arising out of the Authority, described herein, or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of a Member.

**7.6 Insurance**

- (a) The Authority shall maintain general liability insurance, environmental insurance coverage, vehicle insurance coverage and workers compensation relating to its ownership and operation of the Transfer Facilities and properties.
- (b) The Authority shall, directly or indirectly, maintain liability insurance or self-insurance

relating to its contractual obligations pursuant to this agreement, covering its management, operation and administration of the Transfer Facilities and shall indemnify, protect, defend and hold harmless all other agencies from claims and suits arising for the operations of the Transfer Facilities. The indemnity herein shall include federal and state statutes and environmental laws directly relating to the operations of the Facilities.

- (c) Each Member shall maintain appropriate insurance covering the collection and transport of Solid Waste and Designated Source Separated materials from its jurisdiction to the Transfer Facilities, and shall indemnify, protect, defend and hold harmless the Authority from any and all losses arising therefrom, including losses from violations of federal, state, and local laws.

**SECTION 8. BYLAWS, OFFICERS AND VOTING**

**8.1 Bylaws and Policies.** The Board, from time to time, may adopt bylaws and policies for the conduct of the Authority's affairs, provided that they are not inconsistent with this Agreement.

**8.2 Officers and Committees.** The Board may designate such officers and establish such committees as may be necessary or convenient to conduct the Authority's affairs, and is subject to 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.

**8.3 Voting.**

- (a) Each Director shall have one vote on all matters presented to the Board for a vote.
- (b) Except as provided in Section 8.3(c), the vote of a majority of the Directors shall constitute the act of the Board.
- (c) A vote of seventy percent (70%) all of the Directors shall be necessary in order to approve any of the following:
  - (1) the construction budget for any Authority owned facility;
  - (2) the annual operating budget of the Authority in excess of debt service on Revenue Bonds
  - (3) the issuance, execution or delivery of Revenue Bonds;
  - (4) any change in a budget exceeding 10% of the total amount of that budget;
  - (5) any amendment to or the termination of this Agreement;

- (6) voting rules regarding the approval of contracts between the Authority and any one or more Members (it being understood that all such contracts must be approved pursuant to rules adopted in this manner);
- (7) the admission of an additional Member including by means of assignment; and
- (8) the purchase of a new Transfer Facility.

**8.4 Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business of the Board except that if there is less than a quorum present, any Director who is present or the Executive Director may adjourn any meeting.

**8.5 Disclosure of Closed Session Information.** Pursuant to Government Code section 54956.96, the Board hereby authorizes each Director of the Board to disclose information received by the Board in closed session only in accordance with this section:

- (a) To any alternate Director appointed to the Board by a Member who is attending a properly noticed meeting of the Authority in lieu of the Member's regularly appointed Director to the Board.
- (b) All information received by a Member's governing body in closed session related to information presented to the Authority in closed session shall be confidential. However, a Member's appointed Director or alternate to the Authority Board may disclose information obtained in closed session that has direct financial or liability implications for a Member to the following individuals:
  - (1) Legal counsel for the Member for purposes of obtaining advice on whether the matter has direct financial or liability implications for the Member; and
  - (2) Other officials in the Member's governing body present in a closed session of the Member agency.
- (c) Upon adoption of this provision, the governing body of a Member agency, upon advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the Authority pursuant to section 8.5.

## **SECTION 9. TERM**

This Agreement shall continue in full force and effect until amended pursuant to Section 12 or until dissolved pursuant to Section 11 of this Agreement. However, in no event shall the Authority be dissolved until all of the Authority's obligations and liabilities respecting all Revenue Bonds



are satisfied, discharged, or terminated or until the provisions of Section 11.2 are complied with.

## **SECTION 10. WITHDRAWAL**

A participating Member may withdraw upon no less than one year prior written notice to the Authority Board. The withdrawing Member shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing Member shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however, such Member shall be entitled to participate in the return of surplus money and other surplus personal property upon the completion of the purpose of the Agreement according to the provisions of Section 11.

## **SECTION 11. DISSOLUTION**

### **11.1 Assets.**

- (a) Subject to the then-applicable requirements of the Government Code, upon dissolution of the Authority, the assets of the Authority remaining after payment of or adequate provision for all debts, liabilities and obligations of the Authority shall be divided among the Members in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of Solid Waste and Designated Source Separated Material(s), (inclusive of Solid Waste delivered by self-haulers) each Member caused to be delivered to the Transfer Facility.
- (b) To ensure that "adequate provision" is made for all debts, liabilities and obligations of the Authority upon dissolution, any assets remaining after satisfaction of all debts known to exist as of the time of dissolution shall be placed in a trust account with the Humboldt County Auditor to be held in trust until expiration of the period of postclosure maintenance for the Landfill required by state and federal law. If the assets are not liquid, such assets shall first be sold at public auction and the net proceeds placed in the trust fund. While held in trust, such assets and/or any interest earned thereon shall be disbursed only to pay debts of the Authority arising after dissolution in consequence of actions of the Authority prior to dissolution, or to pay for costs of postclosure maintenance of, or hazardous waste release remediation at the Landfill. Any such disbursement from this dissolution trust fund shall be made by the Humboldt County Auditor only with the unanimous consent of the governing bodies of those agencies which were Members at the time of dissolution, or by order of a court of competent jurisdiction. Upon expiration of the period of postclosure maintenance, any remaining funds shall be distributed in the manner set forth in (a).

### **11.2 Revenue Bonds Or Other Instruments Of Indebtedness**

- (a) If any Revenue Bonds or other instruments of indebtedness are outstanding at the time of dissolution, the Members shall cause to be delivered to the Revenue Bond trustee(s):
  - (i) an opinion of nationally recognized bond counsel substantially to the effect that such dissolution will not cause the interest on the outstanding Revenue Bonds to be included in gross income for federal income tax purposes; and
  - (ii) evidence from each rating agency then rating the outstanding Revenue Bonds that such dissolution will not adversely affect the rating of such Revenue Bonds.
- (b) Approval of any request to dissolve shall not be unreasonably withheld; provided, however, that if any Revenue Bonds are outstanding at the time the request is made or acted upon, financial assurances are made by the Members that will assure continued payment of the Members' share of the outstanding indebtedness which is acceptable to the other Members, the Authority, and the Revenue Bond trustee(s) and their respective counsel. Approval of such financial assurances by an independent financial consultant selected by the Board shall be required.

**11.3 Effective.** No dissolution shall be effective unless and until the Authority and Members comply with any then-applicable requirements of the Government Code relating to changes in the composition of entities such as the Authority; and if and when they have Revenue Bonds issued by the Authority or other instruments of indebtedness outstanding, comply with all of the terms and conditions of all Revenue Bonds or other instruments of indebtedness and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

## **SECTION 12. AMENDMENTS**

This Agreement may be amended only after preliminary approval by no less than 70% of the Directors of the Authority Board, and thereafter by written instrument approved by no less than 70% of the governing boards of the Members. Any Amendment shall meet all requirements imposed by the terms or conditions of Revenue Bonds and related documentation, if any, including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

## **SECTION 13. FILING WITH THE SECRETARY OF STATE**

The Executive Director shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051, as such may be amended from time to

time.

**SECTION 14. NOTICES**

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal or electronic mail delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given to the other Members in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the Authority and the Members, notice shall be delivered to the respective City Manager and County Administrative Officer.

**SECTION 15. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California and then only when approved in accordance with this Agreement. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of the Government Code relating to changes in the composition of entities such as the Authority and, if and when they have Revenue Bonds outstanding, in compliance with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

**SECTION 16. SEVERABILITY**

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall be not be affected.

**SECTION 17. SECTION HEADINGS**

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 18. ARBITRATION**

All disputes that arise in connection with the interpretation or performance of this Agreement shall

be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the Authority, all Members and all former Members involved or affected by the dispute. The Authority, any Member and any former Member that is party to the dispute may enforce any award, order or judgement of the arbitrator in any court of competent jurisdiction.

**SECTION 19.**            **LAW TO GOVERN**

It is understood and agreed by the parties that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**SECTION 20.**            **ENTIRETY**

The Members agree that this Agreement represents the full and entire agreement between the MEMBERS hereto with respect to matters covered herein. This Agreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Members hereto with respect to such subject matter.

**SECTION 21.**            **WAIVER**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 22.**            **EFFECTIVE DATE**

This Amended and Restated Joint Powers Agreement shall become effective at the time 70% of the Members' governing boards have duly approved this Amended and Restated Joint Powers Agreement.

**IN WITNESS WHEREOF**, the Members of the Humboldt Waste Management Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

SIGNATURES APPEAR ON FOLLOWING PAGES

**HUMBOLDT WASTE MANAGEMENT  
AUTHORITY**

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

~~(Adopted November 17, 1999,  
Amended April 8, 2002  
Amended July 12, 2012  
Amended November 10, 2016)~~  
Amended and Restated [date] 2023

**HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**TABLE OF CONTENTS:**

<b><u>SECTION 1. DEFINITIONS</u></b> .....	1
<b><u>SECTION 2. FORMATION, MEMBERSHIP</u></b>	
<del>2.1 HUMBOLDT WASTE MANAGEMENT AUTHORITY</del> .....	<del>3</del>
2.1 Humboldt Waste Management Authority .....	4
2.2 Member Additions .....	34
2.3 <del>AUTHORITY</del> Authority Qualifications .....	<del>35</del>
<b><u>SECTION 3. PURPOSE</u></b>	
3.1 General .....	45
3.2 <del>TRANSFER FACILITY</del> .....	<del>4</del> Transfer
Facility .....	5
3.3 Landfill Closure and Maintenance .....	46
3.4 Common and Additional Powers .....	56
<b><u>SECTION 4. ORGANIZATION</u></b>	
4.1 Composition .....	56
4.2 Principal Office .....	56
4.3 <del>BOARD</del> .....	
Board .....	6
4.4 <del>DIRECTORS</del> .....	
Directors .....	6
<del>4.5 EXECUTIVE ADVISORY COMMITTEE</del> .....	<del>6</del>
4.5 Executive Advisory Committee .....	7
4.6 Technical and Advisory Committees .....	7
<b><u>SECTION 5. PERSONNEL AND ADMINISTRATION</u></b>	
5.1 Employees .....	78
5.2 <del>EXECUTIVE DIRECTOR</del> .....	<del>7</del> Executive
Director .....	8
<b><u>SECTION 6. POWERS</u></b>	
6.1 <del>FACILITIES</del> Facilities .....	8
6.2 Approved Powers .....	8
6.3 Limitations .....	10
<del>6.4 Noncompetition</del> .....	<del>10</del>
6.5 Possible Future Responsibilities and Duties .....	10
6.6 Individual <del>MEMBER</del> Member Services .....	<del>11</del> 10
6.7 Local Governing Body .....	<del>11</del> 10



<b><u>SECTION 7. FINANCE</u></b>	
7.1	Assets, Rights, Debts, Liabilities and Obligations.....1110
7.2	Budget.....1211
7.3	Rates.....12
7.4	Financial Audit.....1312
7.5	Indemnity .....1312
7.6	Insurance.....1312
<b><u>SECTION 8. <del>RULES OF CONDUCT BY LAWS, OFFICERS AND VOTING</del></u></b>	
8.1	Bylaws..... 1513
8.2	Officers and Committees ..... 1513
8.3	Voting ..... 1513
8.4	Quorum. .... 1614
8.5	Disclosure of Closed Session Information ..... 1614
<b><u>SECTION 9. TERM</u></b>	1714
<b><u>SECTION 10. WITHDRAWAL</u></b>	1715
<b><u>SECTION 11. DISSOLUTION</u></b>	
11.1	Assets. .... 1715
11.2	<del>REVENUE BONDS.</del> ..... 18 Revenue Bonds. .... 15
11.3	Effective..... 1916
<b><u>SECTION 12. AMENDMENTS</u></b>	1916
<b><u>SECTION 13. FILING WITH THE SECRETARY OF STATE</u></b>	1916
<b><u>SECTION 14. NOTICES</u></b>	1917
<b><u>SECTION 15. SUCCESSORS AND ASSIGNS</u></b>	2017
<b><u>SECTION 16. SEVERABILITY</u></b>	2117
<b><u>SECTION 17. SECTION HEADINGS</u></b>	2117
<b><u>SECTION 18. ARBITRATION</u></b>	2117
<b><u>SECTION 19. LAW TO GOVERN</u></b>	2118
<b><u>SECTION 20. ENTIRETY</u></b>	2118
<b><u>SECTION 21. WAIVER</u></b>	18

| **SECTION 22. EFFECTIVE DATE** .....18

**AMENDED AND RESTATED**  
**HUMBOLDT WASTE MANAGEMENT AUTHORITY**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
~~(Adopted November 17, 1999~~  
~~Amended April 8, 2002~~  
~~Amended June 14, 2002~~  
~~Amended November 10, 2016)~~

**SECTION 1. DEFINITIONS**

~~The terms defined in this Section that are capitalized in this AGREEMENT have the following meanings:~~

**Amended and Restated [date] 2023**

~~This Amended and Restated Joint Powers Agreement of the Humboldt Waste Management Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, and November 10, 2016. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 2023.~~

**RECITALS**

~~**WHEREAS**, the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt in 1999, entered into a Joint Powers Agreement to form the Humboldt Waste Management Authority for purposes of providing coordinated solid waste management services for the member agencies and their communities; and~~

~~**WHEREAS**, the Authority seeks to amend the Joint Powers Agreement to incorporate powers required to implement new state mandated waste diversion and material management requirements;~~

~~**WHEREAS**, the Authority believes it would be desirable and convenient to restate the Joint Powers Agreement in its entirety, including previous amendments, and amend said Joint Powers Agreement as recited herein.~~

~~**NOW, THEREFORE**, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:~~

**AGREEMENT**

**SECTION 1. DEFINITIONS**

~~For purposes of this Agreement, the following terms have the respective definitions as set forth~~

below:

"ACT" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"AGREEMENT" means this joint exercise of powers agreement, ~~as it may be amended~~first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, November 10, 2016, and on the effective date stated above, and as it may be amended in the future from time to time.

"AUTHORITY" means the ~~HUMBOLDT WASTE MANAGEMENT AUTHORITY~~Humboldt Waste Management Authority a joint exercise of powers authority created by the ~~MEMBERS~~Members pursuant to this ~~AGREEMENT~~Agreement.

"BOARD" means the ~~BOARD~~Board of ~~DIRECTORS~~Directors of ~~the AUTHORITY~~The Authority.

~~"BONDS" shall have the meaning ascribed to such term in the INDENTURE.~~

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767), ~~as amended; 42 U.S.C. § 9601 et seq.~~

"DESIGNATED SOURCE SEPARATED MATERIAL(S)" means Source Separated Material(s) over which a Member has obtained Flow Control and directs its franchised or contracted collection hauler to deliver to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production, or disposal, as required by the Authority Directors.

"DIRECTOR" means the representative appointee of a ~~MEMBER~~Member to the ~~BOARD~~Board.

"EXECUTIVE ADVISORY COMMITTEE" means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees.

"EXECUTIVE DIRECTOR" means the person appointed by the ~~BOARD~~Board as the ~~AUTHORITY'S~~Authority's administrative officer to manage the affairs of the ~~AUTHORITY~~Authority and to implement the policies of the ~~BOARD~~Board.

~~"FINANCIAL ASSURANCES" means financial assurances by a MEMBER or MEMBERS with respect to FINANCIAL OBLIGATIONS of the AUTHORITY which is acceptable to the other MEMBERS, the AUTHORITY, any REVENUE BOND trustee(s), and any insurer or guarantor of such FINANCIAL OBLIGATIONS and their respective counsel that will assure continued payment of the MEMBERS' share of the outstanding~~

~~indebtedness. Approval of such financial assurances by an independent financial consultant selected by the BOARD shall be required.~~

~~“FINANCIAL OBLIGATIONS” means INDENTURE OBLIGATIONS, REVENUE BONDS” means Indenture Obligations, Revenue Bonds and any other financial obligations or liabilities incurred by the AUTHORITY Authority.~~

**"FISCAL YEAR"** means the period commencing on each July 1 and ending on the following June 30.

~~“FLOW CONTROL” means a system by which a Member, through ordinance, regulation or other official directive, compels its franchised or contracted collection hauler(s) to transport municipal solid waste, recyclables, or other Source Separated Material(s) from the place material is generated to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production or disposal.~~

~~“INDENTURE” means the Indenture of Trust dated as of April 1, 2002 between the AUTHORITY and BNY Western Trust Company, as such Indenture may be amended and supplemented from time to time (the “Indenture”) and any other similar indentures securing indenture that secures a financial obligations obligation of the AUTHORITY Authority with revenues of the AUTHORITY Authority.~~

~~“INDENTURE OBLIGATIONS” means BONDS and PARITY OBLIGATIONS bonds, parity obligations and similar instruments, including any Revenue Bonds, which shall constitute REVENUE BONDS under the terms of this AGREEMENT evidence obligations of the Authority arising under and in respect of any Indenture.~~

**"GOVERNMENT CODE"** means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

~~“HOUSEHOLD HAZARDOUS WASTE” means those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, as defined in the California Public Resources Code § 40141.~~

**"LANDFILL"** means the Cummings Road ~~Sanitary~~ Landfill located at 5755 Cummings Road, Eureka, CA 95501.

**"MEMBER" or "MEMBERS"** means the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, the County of Humboldt, or any city located wholly or partly within Humboldt County which has joined the ~~AUTHORITY Authority pursuant to Section 2.2 and has not subsequently withdrawn.~~

~~"MEMBERS" means the governing bodies of such entities collectively. \_~~

~~"OUTSTANDING" as of any particular date means (a) with respect to INDENTURE OBLIGATIONSIndenture Obligations, the term shall have the meaning ascribed to it in the INDENTUREIndenture, (b) with respect to REVENUE BONDSRevenue Bonds, means REVENUE BONDSRevenue Bonds issued but not yet defeased or redeemed, and (c) with respect to other financial obligations and liabilities of the AUTHORITYAuthority, means those other financial obligations and liabilities which have been incurred but not yet paid in accordance with their terms.~~

~~"PARITY OBLIGATIONS" shall have the meaning ascribed to such term in the INDENTURE."~~

~~"PLEDGE OF REVENUES" means a financial assurance mechanism as defined in 27 California Code of Regulations section 22200(jj) by which the AUTHORITYAuthority promises to make specified, identified future revenues of facilities under its ratemaking control available to pay future postclosure maintenance costs of a solid waste facility.~~

~~"REVENUE BONDS" means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the AUTHORITYAuthority from time to time pursuant to the GOVERNMENT CODEGovernment Code or any other applicable law in order to finance any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, and/or operated by the AUTHORITYAuthority, and/or any financial aspects of closed LANDFILLLandfill maintenance.~~

~~"SERVICE AREA" means those areas under the jurisdiction of MEMBERSMembers from which the AUTHORITYAuthority receives SOLID WASTESolid Waste for processing, transportation, and disposal. If and when any additional cities join the AUTHORITYAuthority pursuant to Section 2.2., the SERVICE AREAService Area shall also include all areas within the joining City or Cities.~~

~~"SOLID WASTE" means the type of wastes commonly collected by MEMBERSMembers' franchised SOLID WASTESolid Waste collectors including putrescible and nonputrescible solid, semisolid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewater, treated or chemically fixed sewage sludge which is not hazardous wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. SOLID WASTESolid Waste does not include source-separated 1) hazardous wastes as defined in California Public Resources Code § 40141 or by federal law or regulation, 2) radioactive waste as defined and regulated, or 3) medical waste as defined and regulated, or 4) those Source Separated recyclable or compostable materials intended for collection as part of a MEMBER'sMember's collection and/or recycling, reuse, reprocessing~~



franchise. ~~SOLID WASTE does not include any wastes defined as "hazardous wastes" under federal or state laws or regulations.~~

“SOURCE SEPARATED MATERIAL(S)” means materials collected by a Member’s franchised or contracted collection hauler that is separated, placed into a container by the generator and specifically intended for separate collection (e.g., curbside collected recyclables, and compostable materials).

**"TRANSFER FACILITY"** means ~~a SOLID WASTE~~any facility, ~~including any plant, site, existing or planned, owned, leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Transfer Facility~~ accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, and for the receiving, processing, disposal, recycling and transportation of ~~SOLID WASTE~~Solid Waste and the recovery of materials from ~~such SOLID WASTES, which facility Solid Waste and Designated Source Separated Material(s), that~~ is owned by the ~~AUTHORITY~~Authority, by a ~~MEMBER~~Member, or by a private entity, but in all events is available for use by the ~~AUTHORITY~~Authority or its ~~MEMBERS~~Members, such that the ~~waste~~material is handled by the ~~AUTHORITY'S~~Authority's transport, processing and disposal system.

~~Those approved facilities are set forth on Exhibit A attached hereto.~~

## **SECTION 2. FORMATION, MEMBERSHIP**

2.1 ~~HUMBOLDT WASTE MANAGEMENT AUTHORITY.~~Humboldt Waste Management Authority. Pursuant to the ~~GOVERNMENT CODE~~Government Code, the ~~MEMBERS~~Members do hereby create, form and establish the ~~AUTHORITY~~Authority, a public entity to be known as the "~~HUMBOLDT WASTE MANAGEMENT AUTHORITY~~Humboldt Waste Management Authority", it being understood that the ~~BOARD~~Board shall be entitled to change the ~~AUTHORITY'S~~Authority's name from time to time if it so chooses. The ~~AUTHORITY~~Authority shall be a public entity separate and distinct from each of the ~~MEMBERS~~Members.

2.2 **Member Additions.** Any city or county in Humboldt County may apply to join the ~~AUTHORITY~~Authority as a Member. The prospective Member’s application must be received by the Authority no later than January 1 for potential membership beginning with the following Authority Fiscal Year. Membership will be granted only upon the approval of at least 70% of the then-existing MEMBERS. Directors. Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected by the jurisdiction (if such jurisdiction provides collection services directly to it constituents) to ~~the TRANSFER FACILITY~~a Transfer Facility for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the

~~AUTHORITY~~Authority, which direct its franchised or contracted collection hauler(s) to deliver all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected under such franchise(s) or contract(s) to ~~the TRANSFER FACILITY~~a Transfer Facility for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the ~~AUTHORITY for the delivery of SOLID WASTE to the TRANSFER FACILITY~~Authority for the delivery of Solid Waste to the Transfer Facility. Additionally, new Members will be assessed a prorated share of assets and liabilities held by the Authority such as the undesignated reserve fund and any existing Indenture Obligations.

- 2.3 ~~AUTHORITY~~ Qualifications.**Flow Control.** It is hereby understood that the intent of the ~~AUTHORITY~~Authority is to require all present and future ~~MEMBERS~~Members to covenant to take all actions possible to direct ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) to ~~the TRANSFER FACILITY~~a Transfer Facility and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the ~~MEMBER~~Member with the right to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected under any franchise collection agreement to ~~the TRANSFER FACILITY~~a Transfer Facility as specified by the Authority Directors.

### SECTION 3. PURPOSE

- 3.1 **General.** The ~~AUTHORITY~~Authority is formed to provide ~~economical~~the economic coordination of ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) management services and to efficiently and fairly assure against potential adverse effects of past ~~SOLID WASTE~~Solid Waste management services within the ~~SERVICE AREA~~Service Area. This Agreement is entered into by the ~~MEMBERS~~Members in order: 1) that they shall jointly request proposals and contract for ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) processing and disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, ~~transfer facilities~~Transfer Facilities and equipment, materials recovery facilities, waste to energy facilities, and/or ~~solid waste~~Solid Waste landfills; B) preparing ~~and implementing an Integrated Waste Management Plan and other of~~ planning documents which meet the requirements of the ~~ACT~~Act and other state law and regulation; C) disposal ~~of waste, transfer, or processing of materials~~ generated in the incorporated and unincorporated area of the County; ~~and the granting of franchises for waste hauling, as may be agreed to in writing and signed by any or all MEMBERS~~; D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and construction/demolition wastes) and recycling market development.
- 3.2 ~~TRANSFER FACILITY~~**Transfer Facility.** The general purpose **may** include, but is not limited to, the purpose of providing ~~economical~~the economic coordination of ~~SOLID~~

~~WASTE~~-processing, transfer and disposal services ~~of SOLID WASTE~~for Solid Waste and Designated Source Separated Material(s) generated within the ~~SERVICE AREA~~Service Area, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of a ~~TRANSFER FACILITY~~Transfer Facilities.

**3.3 Landfill Closure and Maintenance.** The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed ~~LANDFILL~~Landfill serving part or all of the ~~SERVICE AREA~~Service Area for the general purpose of protecting the health and safety of the public within the ~~SERVICE AREA~~Service Area and the specific purpose of protecting the general funds of the ~~MEMBERS~~Members against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the ~~AUTHORITY~~Authority may include ownership and/or management of the ~~LANDFILL~~Landfill during the final stages of the ~~LANDFILL's~~Landfill's active life, during closure, and thereafter if such is deemed essential, in the discretion of the ~~BOARD OF DIRECTORS~~Board of Directors, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.

**3.4 Common and Additional Powers.** The ~~AUTHORITY's~~Authority's purpose also includes the establishment of the ~~AUTHORITY~~Authority as an independent joint powers entity to enable the ~~MEMBERS~~Members to jointly exercise the common powers of the ~~MEMBERS~~Members set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the ~~GOVERNMENT CODE~~Government Code upon all joint powers authorities.

## **SECTION 4. ORGANIZATION**

**4.1 Composition.** The ~~AUTHORITY~~Authority shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the ~~SERVICE AREA~~Service Area which has joined pursuant to Section 2.2 ~~and not subsequently withdrawn~~, and the County of Humboldt.

**4.2 Principal Office.** The principal office of the AUTHORITY shall be established by the ~~BOARD~~Board. The ~~BOARD~~Board may change that principal office upon giving at least 15 days written notice to each ~~MEMBER~~Member.

**4.3 BOARD** ~~Board~~ The ~~AUTHORITY~~Authority shall be governed by the ~~BOARD~~of ~~DIRECTORS~~Board Of Directors, which shall exercise or oversee the exercise of all powers and authority on behalf of the ~~AUTHORITY~~Authority. The ~~AUTHORITY~~ ~~BOARD~~Authority Board of ~~DIRECTORS~~Directors shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal

year, the ~~BOARD~~Board shall appoint new officers. The appointment of the chairperson shall rotate among the ~~MEMBERS~~Members of the ~~AUTHORITY~~Authority.

#### 4.4 ~~DIRECTORS~~Directors.

- (a) The ~~BOARD~~Board shall consist of the same number of ~~DIRECTORS~~Directors as the number of ~~MEMBERS~~Members. Each ~~MEMBER~~Member shall appoint one ~~DIRECTOR~~Director. Upon execution of this ~~AGREEMENT~~Agreement by a ~~MEMBER~~Member, the ~~MEMBER~~Member shall appoint its representative to the ~~BOARD~~Board and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed ~~DIRECTOR~~Director. Thereafter, vacancies shall be filled by the appointing ~~MEMBER~~Member within thirty (30) days of the occurrence thereof. Each ~~DIRECTOR~~Director and alternate shall be an elected official of the governing body of the ~~MEMBER~~Member that he or she represents. If a ~~DIRECTOR~~Director or alternate ceases holding any such elected position, he or she shall then cease to serve as a ~~DIRECTOR~~Director or alternate. The ~~AUTHORITY~~Authority and the ~~BOARD~~Board shall be entitled to rely on a written notice from the City Clerk (in the case of city ~~MEMBERS~~Members) and the Clerk of the Board of Supervisors (in the case of county ~~MEMBERS~~Members) as conclusive evidence of the appointment and removal of the ~~DIRECTORS~~Directors and/or alternates representing that ~~MEMBER~~Member.
- (b) Each ~~DIRECTOR~~Director and alternate shall hold office from the first meeting of the ~~BOARD~~Board after appointment by the ~~MEMBER~~Member, until his or her successor is selected by the ~~MEMBER~~Member that appointed that ~~DIRECTOR~~Director. Each ~~DIRECTOR~~Director and alternate shall serve at the pleasure of the ~~MEMBER~~Member that he or she represents and may be removed at any time, without cause, at the sole discretion of that ~~MEMBER~~Member.
- (c) No compensation shall be received by any ~~DIRECTOR~~Director or alternate unless expressly provided by resolution of the ~~BOARD~~Board.

#### 4.5 ~~EXECUTIVE ADVISORY COMMITTEE~~ Executive Advisory Committee. There is hereby created an ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee which shall consist of the ~~MEMBER~~Member City and County Managers, or their appointees or designees, to advise the ~~EXECUTIVE DIRECTOR~~Executive Director as specified below:

- a) Review and recommend an operating and capital budget, and review and comment on ~~AUTHORITY~~Authority goals and objectives.
- b) Provide assistance to the ~~BOARD~~Board as requested in the recruitment and selection for the ~~AUTHORITY'S EXECUTIVE DIRECTOR~~Authority's Executive Director.

The ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall meet as necessary, but not less than ~~ANNUALLY, annually,~~ and as necessary as called by the Chairperson. The ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall appoint a ~~chairperson~~Chairperson and a ~~vice-chairperson~~Vice Chairperson. Thereafter at its first meeting in each succeeding ~~fiscal year~~Fiscal Year, the ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall appoint new officers. The appointment of the ~~chairperson~~Chairperson shall rotate among the ~~MEMBERS~~Members of the ~~AUTHORITY~~Authority. A majority of all members of the ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall be present to conduct business of ~~the EXECUTIVE COMMITTEE~~the Executive Committee. The decision of the majority of the ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall constitute the acts of the Committee.

- 4.6 ~~TECHNICAL AND ADVISORY COMMITTEES~~Technical Advisory Committee. The existing ~~county/city~~County/City Integrated Waste Management staff comprised of Authority Members is designated to provide technical information for, make recommendations to, and otherwise advise, the ~~AUTHORITY~~Authority on relevant waste management issues.

## SECTION 5. PERSONNEL AND ADMINISTRATION

- 5.1 **Employees.** The ~~AUTHORITY~~Authority may have its own employees and/or may contract with a ~~MEMBER~~Member agency or firm for the furnishing of any necessary staff services associated with or required by the ~~AUTHORITY~~Authority. All employees shall report to the Executive Director.
- 5.2 ~~EXECUTIVE DIRECTOR~~Executive Director. The Executive Director shall have all administrative powers necessary to implement Board direction, including purchasing, personnel, and finance powers. The Executive Director shall prepare an annual budget and annual rate schedule for the Board's consideration.

## SECTION 6. POWERS

- 6.1 **FACILITIES.** The ~~AUTHORITY~~Authority is empowered to acquire, construct, finance, refinance, operate, regulate, set rates for and maintain a ~~TRANSFER FACILITY~~Transfer Facilities subject, however, to the conditions and restrictions contained in this ~~AGREEMENT~~Agreement. To ensure safe closure and postclosure maintenance of the ~~LANDFILL~~Landfill, the ~~AUTHORITY~~Authority is empowered to acquire, operate, regulate, set rates for, close and provide postclosure maintenance for the ~~LANDFILL~~Landfill and all facilities and properties related thereto in the manner required by law. ~~To finance such closure and postclosure maintenance, the AUTHORITY is~~



~~empowered to sell any unnecessary property and to operate, directly or through lessees, gas recovery operations and, to the extent compatible with post-closure maintenance, open-space recreational enterprises on the LANDFILL property and any type of enterprise on the related quarry property, if such are acquired by the AUTHORITY.~~

**6.2 Approved Powers.** To the full extent permitted by applicable law (including specifically the ~~ACT~~Act and the ~~GOVERNMENT—CODE~~Government Code), the ~~AUTHORITY~~Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the ~~ACT~~Act or that each ~~MEMBER~~Member could exercise separately including, without limitation, any and all of the following:

- (a) to sue and be sued in its own name;
- (b) to incur and discharge debts, liabilities and obligations;
- (c) to issue ~~REVENUE BONDS, from time to time,~~Revenue Bonds, notes, certificates of participation and incur other forms of indebtedness and make associated covenants from time to time, for designated purposes in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the ~~TRANSFER FACILITY~~Transfer Facility and/or related facilities;
- (d) to exercise the power of eminent domain for the acquisition of real and personal property for ~~the TRANSFER FACILITY~~a Transfer Facility and access thereto or for the acquisition of ~~the TRANSFER FACILITY~~a Transfer Facility itself;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to ~~sell or lease the TRANSFER FACILITY, the LANDFILL property, or the related LANDFILL cover quarry property, if such are acquired by the AUTHORITY;~~
- ~~(g)~~ to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with ~~the TRANSFER FACILITY~~a Transfer Facility, any other ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) facility owned or operated by the ~~AUTHORITY~~Authority, and any other enterprise which the ~~AUTHORITY~~Authority is empowered by this Agreement to conduct, as well as any and all services and programs provided and/or implemented by the ~~AUTHORITY~~Authority, and to include in such rates and charges amounts necessary to carry out those purposes described in Section 3 of this ~~AGREEMENT~~Agreement;
- (hg) to require the ~~MEMBERS~~Members to use all best efforts to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) generated within the ~~MEMBERS'~~Members' boundaries that are located within the ~~SERVICE~~

~~AREA~~Service Area to the ~~TRANSFER FACILITY~~Authority-specified Transfer Facility. To the extent legally permissible, ~~MEMBERS~~Members shall ~~direct~~:

- (1) ~~Direct~~ all ~~SOLID WASTE~~Solid Waste collected by ~~MEMBERS'~~Members' franchised garbage collectors to the ~~TRANSFER FACILITY~~MEMBERSTransfer Facility. Members shall also direct all other ~~SOLID WASTE~~Solid Waste generated by ~~MEMBERS~~Members to the ~~TRANSFER FACILITY~~Transfer Facility; provided, however, this subsection shall not apply to recyclables nor to ~~SOLID WASTE~~Solid Waste generated by ~~MEMBERS~~Members outside the ~~SERVICE AREA~~Service Area; and
  - (2) ~~(i)~~Obtain and maintain Flow Control over Designated Source Separated Material(s);
- (h) to require ~~MEMBERS~~Members to amend or revise any franchise collection agreement(s) at the earliest possible date, which shall not be later than the first renewal or extension date or the date of any amendment to such franchise agreement, to provide the ~~MEMBER~~Member with the right to direct all ~~waste~~Solid Waste and Designated Source Separated Material(s) collected by the franchised hauler(s) to ~~the TRANSFER FACILITY~~a Transfer Facility. Any ~~MEMBER~~Member currently not having the right to direct ~~SOLID WASTE~~such materials under its franchise agreement(s) shall covenant to make such amendment in order to join the ~~AUTHORITY~~Authority;
- ~~(j) — to enforce the provisions of MEMBERS' garbage collection agreements that require that all SOLID WASTE collected be delivered to the TRANSFER FACILITY;~~
- ~~(k) — to (i) to contract for the processing, transportation and/or disposal of SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) delivered to ~~the TRANSFER FACILITY~~a Transfer Facility;
- (l) to make and enter into contracts, including contracts with any ~~MEMBER~~Member or non-~~MEMBER~~member entity, and to assume contracts made by any ~~MEMBER~~Member relating to the ~~TRANSFER FACILITY~~Transfer Facility;
- (m) to reimburse the ~~MEMBERS~~Members for the costs of services provided to the ~~AUTHORITY~~Authority;
- (n) to hire agents and employees;
- (o) to employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (p) to apply for and accept grants, advances and contributions;



- (~~qo~~) to make plans and conduct studies;
- (~~fp~~) to coordinate efforts with the established local, regional and state waste management agencies;
- (~~sq~~) to make payments as necessary for closure and postclosure maintenance for the ~~LANDFILL~~Landfill for the purposes set forth in Section 3.3 of this ~~AGREEMENT~~Agreement and, if the ~~LANDFILL~~Landfill should become a Superfund site, to seek reimbursement for remediation costs from any person or entity (other than any ~~MEMBER~~Member) having a legal responsibility for such costs; and
- (~~tr~~) to provide the ~~FINANCIAL ASSURANCES~~financial assurances required by state and federal law for postclosure maintenance of the ~~LANDFILL~~Landfill, including use of a ~~PLEDGE OF REVENUES~~Pledge Of Revenues based upon any or all of the revenue-producing enterprises owned and/or operated by the ~~AUTHORITY~~Authority.

**6.3** Limitations. Such powers shall be exercised subject only to the limitations set forth in this ~~AGREEMENT~~Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Humboldt in the exercise of similar powers.

~~6.4~~ Noncompetition. ~~The AUTHORITY shall not provide within the jurisdiction of a MEMBER any recycling services that duplicate or compete with recycling services provided by that MEMBER (at the time the AUTHORITY determines to provide new or expanded recycling services) without consent of the MEMBER. A MEMBER shall not contract with any TRANSFER FACILITY or LANDFILL that duplicates or competes with the services provided by the AUTHORITY without consent of the BOARD.~~

~~6.5~~ Possible Future Responsibilities and. Upon future approval and agreement by all of the ~~MEMBERS~~Members, the ~~AUTHORITY~~Authority may conduct other related waste management responsibilities and duties, including but not limited to contracting with non-MEMBERS to accept their SOLID WASTE at the ~~TRANSFER FACILITY~~members to accept their Solid Waste at a Transfer Facility or expansion to a Regional Agency, as that term is defined in Public Resource Code § 40975.

**6.65** Individual MEMBER Member Services. Upon approval of the ~~BOARD~~Board and the governing body of a ~~MEMBER~~Member, the ~~AUTHORITY~~Authority may contract to provide other related waste management responsibilities and duties, individually for that ~~MEMBER~~Member. These contracted services will be paid for solely by the contracting ~~MEMBER~~Member.

**6.76** Local Governing Body. For the purposes of the ~~California Integrated Waste Management Act of 1989 (Public Resources Code section 40000 et seq.)~~ the ~~AUTHORITY~~Authority will operate as a “Local Government Body” or “Local

Governmental Agency” which has the authority to provide ~~solid-waste~~Solid Waste and other materials management and handling services.

## **SECTION 7. FINANCE**

### **7.1 Assets, Rights, Debts, Liabilities and Obligations.**

- (a) Except as provided in subsection (b), (c) and (d) below, the assets, rights, debts, liabilities and obligations of the ~~AUTHORITY~~Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the ~~MEMBERS~~Members. However, nothing in this ~~AGREEMENT~~Agreement shall prevent any ~~MEMBER~~Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the ~~AUTHORITY~~Authority, provided that both the ~~BOARD~~Board and that ~~MEMBER~~Member give prior approval to such contract or assumption.
- (b) The ~~MEMBERS~~Members hereby agree that any defense against claims, as well as the cost of any judgments imposed for claims resulting from actions by the ~~AUTHORITY~~Authority or any of the officers, agents, employees, or contractors of the ~~AUTHORITY~~Authority in relation to the ~~TRANSFER FACILITY~~Transfer Facility, any ~~SOLID WASTE~~Solid Waste facility owned and/or operated by the ~~AUTHORITY~~Authority or any other enterprise owned and/or operated by the ~~AUTHORITY~~Authority shall be the sole responsibility of the ~~AUTHORITY~~Authority. Such costs shall therefore be paid for ultimately through surcharges uniformly imposed on the rates charged to users of the ~~TRANSFER FACILITY~~Transfer Facility.
- (c) To the extent that ~~MEMBERS~~Members are also held jointly and severally liable for such amounts by Government Code Section 895.2, if a ~~MEMBER~~Member provides for such defense of itself or the ~~AUTHORITY~~Authority, or pays all or part of such judgment, the ~~MEMBER~~Member shall be entitled to reimbursement in full from the ~~AUTHORITY~~Authority, provided the ~~MEMBER~~Member obtains prior approval from the ~~AUTHORITY~~Authority. Such reimbursement shall be paid over such time as is necessary for the collection of the corresponding reasonable user surcharges.
- (d) If ~~MEMBERS~~Members are held responsible by third parties for tort or other claims as a result of activities of the ~~AUTHORITY~~Authority, pursuant to Government Code Section 895.2 or state or federal laws applicable to ~~SOLID WASTE~~Solid Waste management facilities, and the ~~AUTHORITY~~Authority has ceased to exist and its assets have been fully distributed or consumed, or the ~~AUTHORITY~~Authority has ceased to operate and has no unencumbered assets capable of generating enough revenue to defend against and pay for such claims, each ~~MEMBER~~Member shall be entitled to seek reimbursement from the other ~~MEMBER(S)~~Member(s) for the costs of providing the defense against such tort claims or payment of any judgments lawfully imposed in connection therewith to

the extent that the amounts paid by the ~~MEMBER~~Member exceed that proportion of the total cost which exceeds the ratio of the tonnage of ~~SOLID WASTE~~Solid Waste generated within the jurisdiction of the ~~MEMBER~~Member, including self-hauled ~~SOLID WASTE~~Solid Waste, and processed by the ~~TRANSFER FACILITY~~Transfer Facility in the ~~FISCAL YEAR~~Fiscal Year of the occurrence of the incident giving rise to liability to the total tonnage processed by the ~~TRANSFER FACILITY~~Transfer Facility during said ~~FISCAL YEAR~~Fiscal Year.

- (e) Obligations for capital expenditures at an approved ~~TRANSFER FACILITY~~Transfer Facility shall be included in the service fee for such facility such that only its users contribute toward its capital expenditures. However, all ~~MEMBERS~~Members shall contribute a reasonable amount toward all of the ~~AUTHORITY'S~~Authority's costs of administration.

7.2 **Budget.** A budget for the ~~AUTHORITY~~Authority shall be adopted by the ~~BOARD~~Board for the ensuing ~~FISCAL YEAR~~Fiscal Year prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the ~~AUTHORITY~~Authority including, but not limited to, the acquisition or construction of a ~~TRANSFER FACILITY~~Transfer Facility and any other facility owned and/or operated by the ~~AUTHORITY~~Authority and related site improvements, administration, special projects, maintenance and operating costs. Approval of the budget by the ~~BOARD~~Board shall constitute authority for the ~~EXECUTIVE DIRECTOR~~Executive Director to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds on hand, provided that this shall not be construed to limit the power of the ~~BOARD~~Board to modify the budget in whatever manner it deems appropriate and instruct the ~~MANAGER~~Executive Director accordingly.

### 7.3 **Rates.**

- (a) The ~~BOARD~~Board shall establish rates to be charged at the ~~TRANSFER FACILITY~~Transfer Facility in amounts sufficient to provide for the efficient operation, including administrative, processing, transportation and disposal costs, to discharge all indebtedness and liabilities (including, without limitation, any ~~REVENUE BONDS~~Revenue Bonds issued in connection therewith) to insure against future liabilities and of the ~~MEMBERS~~Members resulting from "generator" status under state and federal laws and regulations relating to landfills experiencing illegal discharges of hazardous substances to the extent that status pertains to ~~SOLID WASTE~~Solid Waste generated at any time within the ~~SERVICE AREA~~Service Area, and to pay as yet unfounded costs of closure as well as those costs of postclosure maintenance for the ~~LANDFILL~~Landfill which exceed net revenues from gas recovery and other ongoing ~~LANDFILL~~Landfill site enterprises, as liability for such costs accrues, and to accommodate the planning and implementation of activities incidental thereto.
- (b) The ~~AUTHORITY~~Authority shall provide at least thirty (30) days advance written

notice to its ~~MEMBERS~~Members of any intent to increase or decrease rates to be charged at the ~~TRANSFER FACILITY~~Transfer Facility. To the extent possible, the ~~AUTHORITY~~Authority shall coordinate the effective date of rate increases or decreases with the annual garbage collection rate setting processes of the ~~MEMBERS~~Members and other public entities having ~~SOLID WASTE~~Solid Waste franchising jurisdiction within the ~~SERVICE AREA~~Service Area.

**7.4 Financial Audit.** There shall be an audit of the accounts and records at least annually as prescribed by Sections 6505 and 6505.5 of the Government Code. The audit shall conform to generally accepted auditing standards. There shall be an annual audit of the services provided, measuring satisfaction with internal and external services.

**7.5 Indemnity.** The ~~AUTHORITY~~Authority shall indemnify, defend and hold harmless the ~~MEMBERS~~Members hereto, their officers, officials, employees and volunteers from and against all liability, loss, damage, expense costs (including without limitation costs and fees of litigation), of every nature arising out of the ~~AUTHORITY~~Authority, described herein, or its failure to comply with any of its obligations contained in the ~~AGREEMENT~~Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of a ~~MEMBER~~Member.

~~7.6 Insurance. The AUTHORITY will obtain at its expense, and maintain during the term of this AGREEMENT, insurance against claims for injury to persons or damage to property or the environment which may arise from the AUTHORITY'S operation.~~

~~Minimum Scope of Insurance.~~

- ~~a) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).~~
- ~~b) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.~~
- ~~c) Property insurance against all risks of loss to Countywide AUTHORITY property as determined by law or as determined by the AUTHORITY.~~

~~Minimum Limits of Insurance.~~ **7.6 Insurance**

The Authority

~~The AUTHORITY shall maintain limits no less than:~~

- ~~a) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.~~
- ~~b) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.~~
- ~~c) Property Insurance: Full replacement cost with no coinsurance penalty provision.~~

- d) ~~Workers' Compensation: Workers' Compensation to statutory limits covering all employees, paid or unpaid.~~
- e) ~~Errors and omissions insurance to cover any and all instances of misfeasance and/or nonfeasance in the scope of duties.~~

~~Deductibles and Self-Insured Retentions.~~

~~Any deductibles or self-insured retentions must be declared to and approved by the MEMBERS.~~

~~Other Insurance Provisions.~~

~~The general liability policy is to contain, or be endorsed to contain, the following provisions:~~

- a) ~~The MEMBERS, their officers, officials, employees, and volunteers, are to be covered as insured with respect to liability arising out of the operation of the AUTHORITY.~~
- b) ~~The AUTHORITY'S insurance, environmental insurance coverage, vehicle insurance coverage shall be primary insurance as respects the MEMBERS, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the MEMBERS, their officers, officials, employees or volunteers shall be excess of the AUTHORITY'S insurance and shall not contribute with it.~~
- c) ~~Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MEMBERS.~~

- (a) ~~Workers' Compensation Insurance Endorsement. The workers' and workers compensation policy shall be endorsed to contain a waiver of subrogation clause which states the following: relating to its ownership and operation of the Transfer Facilities and properties.~~

~~The "This insurance company agrees to waive all rights of subrogation against the MEMBERS, their officers, officials, employees and volunteers for losses paid under the terms of this policy, which arise from the operation of the Countywide Authority by the named insured for the MEMBERS.~~

~~Acceptability of Insurers.~~

~~Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.~~

- (b) Authority shall, directly or indirectly, maintain liability insurance or self-insurance relating to its contractual obligations pursuant to this agreement, covering its

management, operation and administration of the Transfer Facilities and shall indemnify, protect, defend and hold harmless all other agencies from claims and suits arising for the operations of the Transfer Facilities. The indemnity herein shall include federal and state statutes and environmental laws directly relating to the operations of the Facilities.

(c) Each Member shall maintain appropriate insurance covering the collection and transport of Solid Waste and Designated Source Separated materials from its jurisdiction to the Transfer Facilities, and shall indemnify, protect, defend and hold harmless the Authority from any and all losses arising therefrom, including losses from violations of federal, state, and local laws.

## **SECTION 8. RULES OF CONDUCT BYLAWS, OFFICERS AND VOTING**

**8.1 Bylaws and Policies.** The ~~BOARD~~Board, from time to time, may adopt bylaws and policies for the conduct of the ~~AUTHORITY'S~~Authority's affairs, provided that they are not inconsistent with this ~~AGREEMENT~~Agreement.

**8.2 Officers and Committees.** The ~~BOARD~~Board may designate such officers and establish such committees as may be necessary or convenient to conduct the ~~AUTHORITY'S~~Authority's affairs, and is subject to 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.

### **8.3 Voting.**

- (a) Each ~~DIRECTOR~~Director shall have one vote on all matters presented to the ~~BOARD~~Board for a vote.
- (b) Except as provided in Section 8.3(c), the vote of a majority of the ~~DIRECTORS~~Directors shall constitute the act of the ~~BOARD~~Board.
- (c) A vote of seventy percent (70%) all of the ~~DIRECTORS~~Directors shall be necessary in order to approve any of the following:
  - (1) the construction budget for any ~~AUTHORITY~~Authority owned facility;
  - (2) the annual operating budget of the ~~AUTHORITY~~Authority in excess of debt service on ~~REVENUE BONDS and the payment to the transfer station operator.~~Revenue Bonds
  - (3) the issuance, execution or delivery of ~~REVENUE BONDS~~Revenue Bonds;
  - (4) any change in a budget exceeding 10% of the total amount of that budget;



- (5) any amendment to or the termination of this AGREEMENT Agreement;
- (6) voting rules regarding the approval of contracts between the AUTHORITY Authority and any one or more MEMBERS Members (it being understood that all such contracts must be approved pursuant to rules adopted in this manner);
- (7) the admission of an additional MEMBER or a substitute MEMBER Member including by means of assignment; and
- (8) the purchase of a ~~landfill~~ new Transfer Facility.

**8.4 Quorum.** A majority of the DIRECTORS Directors shall constitute a quorum for the transaction of business of the BOARD Board except that if there is less than a quorum present, any DIRECTOR Director who is present or the EXECUTIVE DIRECTOR Executive Director may adjourn any meeting.

**8.5 Disclosure of Closed Session Information.** Pursuant to Government Code section 54956.96, the BOARD Board hereby authorizes each DIRECTOR Director of the BOARD Board to disclose information received by the BOARD Board in closed session only in accordance with this section:

- (a) To any alternate DIRECTOR Director appointed to the BOARD Board by a MEMBER Member who is attending a properly noticed meeting of the AUTHORITY Authority in lieu of the MEMBER'S Member's regularly appointed DIRECTOR Director to the BOARD Board.
- (b) All information received by a MEMBER'S Member's governing body in closed session related to information presented to the AUTHORITY Authority in closed session shall be confidential. However, a MEMBER'S Member's appointed DIRECTOR Director or alternate to the AUTHORITY BOARD Authority Board may disclose information obtained in closed session that has direct financial or liability implications for a MEMBER Member to the following individuals:
  - (1) Legal counsel for the MEMBER Member for purposes of obtaining advice on whether the matter has direct financial or liability implications for the MEMBER Member; and
  - (2) Other officials in the MEMBER'S Member's governing body present in a closed session of the MEMBER Member agency.
- (c) Upon adoption of this provision, the governing body of a MEMBER Member agency, upon advice of its legal counsel, may conduct a closed session in order to

receive, discuss, and take action concerning information obtained in a closed session of the ~~AUTHORITY~~Authority pursuant to section 8.5.

## **SECTION 9. TERM**

~~The AUTHORITY AGREEMENT is effective on the date it has been executed by all six MEMBERS named in Section 1, and~~This Agreement shall continue in full force and effect until amended pursuant to Section 12 or until dissolved pursuant to Section ~~10~~11 of this ~~AGREEMENT~~Agreement. However, in no event shall the ~~AUTHORITY~~Authority be dissolved until all of the ~~AUTHORITY's~~Authority's obligations and liabilities respecting all ~~REVENUE BONDS~~Revenue Bonds are satisfied, discharged, or terminated or until the provisions of Section 11.2 are complied with.

## **SECTION 10. WITHDRAWAL.**

A participating ~~MEMBER~~Member may withdraw upon no less than one year prior written notice to the ~~AUTHORITY BOARD~~Authority Board. The withdrawing ~~MEMBER~~Member shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing ~~MEMBER~~Member shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the ~~BOARD~~Board; however, such ~~MEMBER~~Member shall be entitled to participate in the return of surplus money and other surplus personal property upon the completion of the purpose of the ~~AGREEMENT~~Agreement according to the provisions of Section 11.

## **SECTION 11. DISSOLUTION**

### **11.1 Assets.**

- (a) Subject to the then-applicable requirements of the ~~GOVERNMENT CODE~~Government Code, upon dissolution of the ~~AUTHORITY~~Authority, the assets of the ~~AUTHORITY~~Authority remaining after payment of or adequate provision for all debts, liabilities and obligations of the ~~AUTHORITY~~Authority shall be divided among the ~~MEMBERS~~Members in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s), (inclusive of ~~SOLID WASTE~~Solid Waste delivered by self-haulers) each ~~MEMBER~~Member caused to be delivered to the ~~TRANSFER FACILITY~~Transfer Facility.
- (b) To ensure that "adequate provision" is made for all debts, liabilities and obligations of the ~~AUTHORITY~~Authority upon dissolution, any assets remaining after satisfaction of all debts known to exist as of the time of dissolution shall be placed in a trust account with the Humboldt County Auditor to be held in trust until expiration of the period of postclosure maintenance for the ~~LANDFILL~~Landfill

required by state and federal law. If the assets are not liquid, such assets shall first be sold at public auction and the net proceeds placed in the trust fund. While held in trust, such assets and/or any interest earned thereon shall be disbursed only to pay debts of the ~~AUTHORITY~~Authority arising after dissolution in consequence of actions of the ~~AUTHORITY~~Authority prior to dissolution, or to pay for costs of postclosure maintenance of, or hazardous waste release remediation at the ~~LANDFILL~~Landfill. Any such disbursement from this dissolution trust fund shall be made by the Humboldt County Auditor only with the unanimous consent of the governing bodies of those agencies which were ~~MEMBERS~~Members at the time of dissolution, or by order of a court of competent jurisdiction. Upon expiration of the period of postclosure maintenance, any remaining funds shall be distributed in the manner set forth in (a).

## 11.2 ~~REVENUE BONDS~~Revenue Bonds Or Other Instruments Of Indebtedness

- (a) If any ~~REVENUE BONDS~~Revenue Bonds or other instruments of indebtedness are outstanding at the time of dissolution, the ~~MEMBERS~~Members shall cause to be delivered to the ~~REVENUE BOND~~Revenue Bond trustee(s):
- (i) an opinion of nationally recognized bond counsel substantially to the effect that such dissolution will not cause the interest on the outstanding ~~REVENUE BONDS~~Revenue Bonds to be included in gross income for federal income tax purposes; and
  - (ii) evidence from each rating agency then rating the outstanding ~~REVENUE BONDS~~Revenue Bonds that such dissolution will not adversely affect the rating of such ~~REVENUE BONDS~~Revenue Bonds.
- (b) Approval of any request to dissolve shall not be unreasonably withheld; provided, however, that if any ~~REVENUE BONDS~~Revenue Bonds are outstanding at the time the request is made or acted upon, financial assurances are made by the ~~MEMBERS~~Members that will assure continued payment of the ~~MEMBERS'~~Members' share of the outstanding indebtedness which is acceptable to the other ~~MEMBERS~~Members, the ~~AUTHORITY~~Authority, and the ~~REVENUE BOND~~Revenue Bond trustee(s) and their respective counsel. Approval of such financial assurances by an independent financial consultant selected by the ~~BOARD~~Board shall be required.

## 11.3 **Effective.** No dissolution shall be effective unless and until the ~~AUTHORITY~~Authority and ~~MEMBERS~~Members comply with any then-applicable requirements of the ~~GOVERNMENT CODE~~Government Code relating to changes in the composition of entities such as the ~~AUTHORITY~~Authority; and if and when they have ~~REVENUE BONDS~~Revenue Bonds issued by the ~~AUTHORITY~~Authority or other instruments of ~~indebtedness~~ indebtedness outstanding, comply with all of the terms and conditions of all ~~REVENUE~~

~~BONDS~~ Revenue Bonds or other instruments of indebtedness and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

**SECTION 12. AMENDMENTS**

This ~~AGREEMENT~~ Agreement may ~~only~~ be amended only after preliminary approval by ~~a no less than 70% of the Directors of the Authority Board, and thereafter by~~ written instrument approved ~~in accordance with this AGREEMENT and meeting any~~ by no less than 70% of the governing boards of the Members. Any Amendment shall meet all requirements imposed by the terms or conditions of ~~all REVENUE BONDS~~ Revenue Bonds and related documentation, if any, including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any ~~MEMBER~~ Member to contribute any funds to the ~~AUTHORITY~~ Authority or become directly or contingently liable for any debts, liabilities or obligations of the ~~AUTHORITY~~ Authority without the consent of that ~~MEMBER~~ Member evidenced in a written instrument signed by a duly authorized representative of that ~~MEMBER~~ Member.

**SECTION 13. FILING WITH THE SECRETARY OF STATE**

The ~~EXECUTIVE DIRECTOR~~ Executive Director shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051, as such may be amended from time to time.

**SECTION 14. NOTICES**

All notices which any ~~MEMBER~~ Member or the ~~AUTHORITY~~ Authority may wish to give in connection with this ~~AGREEMENT~~ Agreement shall be in writing and shall be served by personal or electronic mail delivery during usual business hours at the principal office of the ~~MEMBER~~ Member or ~~AUTHORITY~~ Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the ~~MEMBER~~ Member or ~~AUTHORITY~~ Authority at its principal office, or to such other address as the ~~AUTHORITY~~ Authority or ~~MEMBER~~ Member may designate from time to time by written notice given to the other ~~MEMBERS~~ Members in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the ~~BOARD~~ Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the ~~AUTHORITY~~ Authority and the ~~MEMBERS~~ Members, notice shall be delivered ~~as follows:~~ to the respective City Manager and County Administrative Officer.

CITY OF ARCATA: \_\_\_\_\_ ~~Arcata City Manager~~  
~~736 F Street~~  
~~Arcata, CA 95521~~

~~COUNTY OF HUMBOLDT:~~ ~~County Administrative Officer~~  
~~825 Fifth Street~~  
~~Eureka, CA 95501~~

~~CITY OF EUREKA:~~ ~~Eureka City Manager~~  
~~531 K Street~~  
~~Eureka, CA 95501~~

~~CITY OF FERNDALE:~~ ~~Ferndale City Manager~~  
~~834 Main Street~~  
~~Ferndale, CA 95536~~

~~CITY OF RIO DELL:~~ ~~Rio Dell City Manager~~  
~~675 Wildwood Avenue~~  
~~Rio Dell, CA 95562~~

~~CITY OF BLUE LAKE:~~ ~~Blue Lake City Manager~~  
~~111 Greenwood~~  
~~Blue Lake, CA 95521~~

**SECTION 15.           SUCCESSORS AND ASSIGNS**

This ~~AGREEMENT~~Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the ~~MEMBERS~~Members. However, no ~~MEMBER~~Member shall assign any of its rights under this ~~AGREEMENT~~Agreement except to a duly formed public entity organized and existing under the laws of the State of California and then only when approved in accordance with this ~~AGREEMENT~~Agreement. No assignment shall be effective unless and until the ~~AUTHORITY~~Authority, the ~~MEMBERS~~Members and the proposed assignee comply with all then-applicable requirements of the ~~GOVERNMENT CODE~~Government Code relating to changes in the composition of entities such as the ~~AUTHORITY~~Authority and, if and when they have ~~REVENUE BONDS~~Revenue Bonds outstanding, in compliance with the terms and conditions of all ~~REVENUE BONDS~~Revenue Bonds and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

**SECTION 16.           SEVERABILITY**

Should any part, term or provision of this ~~AGREEMENT~~Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall be not be affected.

**SECTION 17.           SECTION HEADINGS**



All section headings contained in this AGREEMENTAgreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this AGREEMENTAgreement.

**SECTION 18.            ARBITRATION**

All disputes that arise in connection with the interpretation or performance of this AGREEMENTAgreement shall be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the AUTHORITYAuthority, all MEMBERSMembers and all former MEMBERSMembers involved or affected by the dispute. The AUTHORITYAuthority, any MEMBERMember and any former MEMBERMember that is party to the dispute may enforce any award, order or judgement of the arbitrator in any court of competent jurisdiction.

**SECTION 19.            LAW TO GOVERN**

It is understood and agreed by the parties that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this AGREEMENTAgreement and shall govern the interpretation of this AGREEMENTAgreement.

**SECTION 20.            ENTIRETY**

The MEMBERSMembers agree that this AGREEMENTAgreement represents the full and entire agreement between the MEMBERS hereto with respect to matters covered herein. This AGREEMENTAgreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the MEMBERSMembers hereto with respect to such subject matter.

**SECTION 21.            WAIVER**

A waiver of any breach of any provision of this AGREEMENTAgreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

---

---

**EXHIBIT A**

~~Those facilities approved as of the execution of the foregoing AGREEMENT are:~~

- ~~• Any facility owned by the AUTHORITY;~~
- ~~• The Eel River Disposal facility located at 965 Riverwalk Drive in Fortuna;~~
- ~~• The McKinleyville Transfer Station located at 2585 Central Ave, McKinleyville, CA.~~
- ~~• The Mad River Compost facility located at 6360 West End Road, Arcata, CA.~~

**SECTION 22. EFFECTIVE DATE**

This Amended and Restated Joint Powers Agreement shall become effective at the time 70% of the Members' governing boards have duly approved this Amended and Restated Joint Powers Agreement.

IN WITNESS WHEREOF, the Members of the Humboldt Waste Management Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

SIGNATURES APPEAR ON FOLLOWING PAGES



## ***Staff Report***

**DATE:** February 6, 2023 For Meeting of :February 9, 2023

**FROM:** Eric Keller-Heckman, Interim Executive Director

**SUBJECT:** Item 9)  
Executive Advisory Committee Recommendation Related to Organics Grant

**RECOMMENDED ACTION:** Voice vote.

1. Receive and provide direction regarding Executive Advisory Committees recommendation that the HWMA Board support the City of Eureka funding and preparing of a regional application for CalRecycle Organics Grant ORG7

## **DISCUSSION:**

CalRecycle is predicted to announce availability of the Organics Grant Program ORG7 in the coming weeks. This program is part of California Climate Investments, a statewide program that utilizes cap and trade dollars to fund projects related to a reduction in greenhouse gas emissions. The purpose of this competitive grant program is to lower overall greenhouse gas emissions by expanding existing capacity or establishing new facilities in California to reduce the amount of California-generated green materials, food materials, and/or Alternative Daily Cover being sent to landfills.

At request of the City of Eureka, the Executive Advisory Committee convened on Monday February 6<sup>th</sup> 2023 to discuss CalRecycle grant opportunities related to organics. It is expected that the grant application deadline will be one month after the funding availability is announced.

HWMA Staff is currently developing an RFP for organics processing and the construction bid documents for infrastructure improvements, as outlined at the November Board meeting, and has limited capacity to complete the grant application. If awarded, grant funding will be utilized for these proposed infrastructure projects with the addition of a preprocessing unit to be used to produce an organic slurry mixture. The City of Eureka offered to take the lead developing the grant application, costs to be shared among the agencies, for HWMA to ultimately submit to CalRecycle.

CalRecycle requires adoption of a resolution that authorizes the Authority to enter into grant agreements with CalRecycle. HWMA Staff anticipates bringing a resolution and proposed grant related work plan to the Board at their regularly scheduled meeting in March. Board approval now is intended to support the agencies' collaborative efforts in grant application preparation. There is a possibility that HWMA capital expenditures for its proposed infrastructure improvements related

to organics could be reimbursed. However, this won't be known definitively until after the notice of funding availability is released.

**FISCAL IMPACTS:**

Minimal Staff time related to grant application, tracking, and reporting by the Authority, with some reimbursement from grant funds. All activities funded under the grant will be reimbursed after the final report is completed and submitted.

**ALTERNATIVES:**

- 1) Board Discretion