



BOARD OF DIRECTORS

Jack Thompson, City of Rio Dell, **Chair**
Mike Newman, City of Eureka, **Vice Chair**
Lana Manzanita, City of Blue Lake
Shane Brinton, City of Arcata
John Maxwell, City of Ferndale
Rex Bohn, County of Humboldt

Agenda

Thursday, July 11, 2013 5:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

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1. Call to Order and Roll Call

2. Revisions or Modifications to the Agenda

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 June 20, 2013 HWMA Board of Directors Special Meeting.
- b. Receive May FY 2012/13 Financials.
- c. Consider Approval of Clean Harbors Environmental Services for Hazardous Materials Handling, Transport and Disposal Services
- d. Establish Budget Line Item for Cummings Road Burn Ash Debris Site and authorize receipt of funds.
- e. Consider and Approve Revision to Program Analyst – Organic Waste Diversion Specialist
- f. Consider and Approve Amendment Number 3 to Extend Leachate Hauling Contract with Humboldt Bay Forest Products from Cummings Road Landfill to City of Eureka Wastewater Treatment Plant.
- g. Consider and Approve Agreement Between HWMA and the City of Eureka to Provide California Integrated Waste Management Act Compliance Services

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. Receive Presentation and Review Agreement Options from Bruce Murphy, IntelliWaste, Inc. Provide Direction for the Consideration and Development of the Long-Term Transportation and Disposal of Municipal Solid Waste.**
- 6. Receive Staff Report Proposing Development of Legislative Guidelines and Process to Present Letters for Support or Opposition for Board Consideration**
- 7. Items Pulled from Consent Calendar**
- 8. Board Member Reports**
- 9. Executive Director's Report**
- 10. Closed Session/Report Out:** Potential Litigation, California Government Code Sec. 54956.9 (b): River Watch, Notice of Intention to File Suit.
- 11. Adjourn**



BOARD OF DIRECTORS

Mark Lovelace, County of Humboldt, **Chair**
Shane Brinton, City of Arcata, **Vice Chair**
Sherman Schapiro, City of Blue Lake
Lance Madsen, City of Eureka
John Maxwell, City of Ferndale
Jack Thompson, City of Rio Dell

Minutes

Special Meeting: Thursday, June 20, 2013, 6:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

Present: Rex Bohn (Alternate for Mark Lovelace), Alex Stillman (alternate for Shane Brinton), Lana Manzanita, Mike Newman, John Maxwell, Jack Thompson
Staff: Jill Duffy, Jan Erickson, Karen Sherman
Legal Counsel: Nancy Diamond

1) Call to Order and Roll Call

Director Maxwell served as Chair Pro Tem for the meeting, in the absence of Chairman Lovelace and Vice Chairman Brinton.

Chairman Maxwell introduced those members of the Board serving as new representatives for their respective Member Agencies, and welcomed those Directors serving as alternates for their regular representatives.

Chairman Maxwell called the meeting to order at 5:30 p.m. A quorum was present and acting.

2) Closed Session/Report Out – It is the intention of the Board of Directors to meet in closed session pursuant to Government Code Section 54956.9(b) – Two items.

Chairman Maxwell adjourned the meeting to Closed Session at 5:32 p.m.

Legal Counsel Diamond reported that the Board discussed two items of potential litigation in Closed Session, and that no report out was required.

3) Reconvene in Open Session at 6:30 PM

Chairman Maxwell reconvened the special meeting of the Board at 6:35 p.m. The Directors in attendance remain unchanged from the original roll call.

4) Approve the Agenda

5) Consent Calendar

- a) Approve Minutes from the May 9, 2013 HWMA Board of Directors Meeting.
- b) Receive April FY 2012/13 Financials.
- c) Consider Approval to Authorize Purchase 2012 Linde H30D Forklift

Chairman Maxwell Opened the Floor to Public Comment regarding the Agenda and Consent Calendar. No comment was received.

Chairman Maxwell Closed the Floor to Public Comment.

Director Thompson pulled item 5c) for discussion.

Motion: Director Stillman Motioned and Director Thompson Seconded to Approve the Agenda and Consent Calendar with Item 5c) pulled for discussion.

Action: Adopt motion by Director Stillman as seconded by Director Thompson by the following vote.

Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman, Thompson.
Noes: None
Absent: None

6) Oral and Written Communications

Chairman Maxwell Opened the Floor to Oral and Written Communication not regarding Items on the Agenda. No comment was received.

Chairman Maxwell Closed the Floor to Public Comment.

7) Review and Approve FY2013-2014 Budget and Adopt Resolution 2014-01 for the Collection of Integrated Waste Management Fees

Discussion of this Item begins at approximately 0:09:09 of the meeting video.

Executive Director Duffy provided a brief background of the actions and discussion that had led to the presentation of the current Budget and Fee Resolution.

Director Newman initiated a discussion of Satellite Facility fees, and the proportion to which bond debt expenses were allocated to those fees in relation to Franchise and Self-Haul fees. Staff agreed with the need to perform an in-depth examination of the Authority's fee structure, and intends to bring a full examination of fees before the Board with sufficient time to enact any changes directed by the Board before the next draft budget is presented in early 2014.

Chairman Maxwell Opened the Floor to Public Comment regarding the Budget.

Brian Sollom, of Humboldt Sanitation, spoke about the flow of waste tonnage generated from Humboldt Sanitation's activities. *These comments begin at approximately 0:31:06 of the meeting video.*

Motion: Director Stillman Motioned and Director Thompson Seconded to Approve FY 2013-2014 Budget and Adopt Resolution 2014-01 for the Collection of Integrated Waste Management Fees.

Action: Adopt motion by Director Stillman as seconded by Director Thompson by the following roll-call vote.

Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman, Thompson.

Noes: None

Absent: None

8) Receive Presentation and Review Agreement Options Consideration and Development for Long-Term Transportation and Disposal of Municipal Solid Waste from Bruce Murphy, IntelliWaste.

Discussion of this Item begins at approximately 0:38:00 of the meeting video.

Bruce Murphy, of Intelliwaste, provided a comprehensive presentation of potential methods for procuring long-term landfill agreements.

The Board discussed the options provided, agreeing that an open RFP for disposal would create the most transparent and competitive bid for services. The Board further agreed that keeping as much of the contract local as possible was in the best interests of the community, and directed Staff and Mr. Murphy to create an RFP which would allow for transportation to be bid separately if necessary, and weigh scoring with a preference to local businesses.

Chairman Maxwell Opened the Floor to Public Comment regarding Long-Term Transportation and Disposal of Municipal Solid Waste.

Brian Sollom, of Humboldt Sanitation, spoke to the effectiveness of the current system. *His comments begin at approximately 1:22:07 of the meeting video.*

Chairman Maxwell Closed the Floor to Public Comment.

Action: Direct staff to present options for an open RFP which would allow disposal companies to bid both disposal and transportation, and allow transportation companies to bid separately.

9) Consider Approval of Contract Extension with Mad River Hardwood, Inc. Company for Drop-Off Processing

Discussion of this Item begins at approximately 2:04:20

Executive Director Duffy provided a brief overview of the greenwaste contract environment, noting chiefly the difficulty of managing three contracts for one waste stream. She further expressed the mutual desire of staff and the Authority's compost facility operator, Wes Green Landscaping, to unify and simplify the contracts.

The Board briefly discussed other greenwaste disposal sites, including that currently being utilized by the City of Eureka.

Chairman Maxwell Opened the Floor to Public Comment regarding the Contract Extension with Mad River Hardwoods. No comment was received.

Chairman Maxwell Closed the Floor to Public Comment.

Motion: Director Stillman Motioned and Director Thompson Seconded Approval of Contract Extension with Mad River Hardwood, Inc. Company for Drop-off Processing.

Action: Adopt motion by Director Stillman as seconded by Director Thompson by the following vote.

Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman, Thompson.

Noes: None

Absent: None

10) Review and Approve Proposed Board Meeting Calendar for FY 2013-14

Discussion of this Item begins at approximately 2:17:26.

The Board discussed the possibility of setting the start time of the meetings earlier than the 6:00 p.m. start time recommended in the staff report; general consensus regarding the calendar was that no changes were required.

Chairman Maxwell Opened the Floor to Public Comment regarding the Proposed Calendar. No comment was received.

Chairman Maxwell Closed the Floor to Public Comment.

Motion: Director Newman Motioned and Director Thompson Seconded to Establish 5:30 p.m. as the Start Time for Meetings of the Board of Directors.

Action: Adopt motion by Director Newman as seconded by Director Thompson by the following vote.

Ayes: Bohn, Maxwell, Newman, Thompson.

Noes: Manzanita

Abstain: Stillman

Absent: None

Chairman Maxwell Opened the Floor to Public Comment regarding the Agenda and Consent Calendar. No comment was received.

Motion: Director Newman Motioned and Director Stillman Seconded to Approve the Proposed Board Meeting Calendar for FY 2013-14.
Action: Adopt motion by Director Newman as seconded by Director Stillman by the following vote.
Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman, Thompson.
Noes: None
Absent: None

11) Election of Authority Board Officers for FY 2013-14

Discussion of this Item begins at approximately 2:37:40.

Executive Director Duffy requested that the new Chairman be involved in agenda preparation and be available for discussion of important issues to be presented at upcoming meetings.

The Board discussed options for the new Board Chair. Director Stillman indicated the preference of Arcata's primary representative, Director Brinton, to have Director Thompson serve as Chair, citing his experience on the Board as one of the longer-serving Directors. Director Newman also offered his services as Chair.

Chairman Maxwell Opened the Floor to Public Comment regarding Election of Board Officers. No comment was received.

Chairman Maxwell Closed the Floor to Public Comment.

Motion: Director Manzanita Motioned to Elect Shane Brinton as Board Chair.

Action: Motion was withdrawn by Director Manzanita following discussion.

Motion: Director Stillman Motioned and Director Manzanita Seconded to Elect Jack Thompson as Board Chair.

Action: Adopt motion by Director Stillman as seconded by Director Manzanita by the following vote.

Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman.

Noes: None

Abstain: Thompson.

Absent: None

Motion: Director Bohn Motioned and Director Manzanita Seconded to Elect Mike Newman as Board Vice Chair.

Action: Adopt motion by Director Bohn as seconded by Director Manzanita by the following vote.

Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman, Thompson.

Noes: None

Absent: None

12) Items Pulled from Consent Calendar

Discussion of this Item begins at approximately 2:42:35.

Discussion of Item 5c):

Operations Manager Owen fielded questions from the Board regarding availability of diesel and on-site service of the proposed equipment, as well as questions of efficiency and air quality of equipment in practical use.

Chairman Maxwell Opened the Floor to Public Comment regarding the Forklift Purchase. No comment was received.

Motion: Director Newman Motioned and Director Stillman Seconded Approval to Authorize Purchase 2012 Linde H30D Forklift.

Action: Adopt motion by Director Newman as seconded by Director Stillman by the following vote.

Ayes: Bohn, Maxwell, Manzanita, Newman, Stillman, Thompson.

Noes: None

Absent: None

13) Board Member Reports

Discussion of this Item begins at approximately 2:50:39.

Director Thompson reported on a very successful trash collection day hosted by Eel River Disposal in Rio Dell, which collected approximately thirteen tons of solid waste, included appliances and bulky items.

Director Stillman reported on collection days held by both ERD and the Authority, and discussed problems created by illegal dumping from HSU students at the end of the spring semester.

Director Newman reported on greenwaste/solid waste cleanup efforts undertaken behind Bayshore Mall by the City, in conjunction with various community groups and volunteers.

Director Bohn thanked ERD for their efforts in assisting volunteers and community groups with the cleanup of railroad tracks between Loleta and Fortuna, resulting in a pristine hiking trail that Director Bohn urged the public to explore.

Director Manzanita reported on free greenwaste disposal activities that take place frequently in the City of Blue Lake, and urged discussion of bringing other collection activities to Blue Lake in the near future.

Director Maxwell also thanked ERD for their assistance with the railroad track cleanup.

14) Executive Director's Report

Executive Director Duffy indicated an issue with her email in which the email system is not properly delivering all messages to her inbox. She urged individuals trying to contact her that have yet to receive replies to call the Authority business office to talk to her directly and report the issue.

The CQA document for Phase I Closure of the Cummings Road Landfill has been approved by the North Coast Regional Water Quality Control Board. Staff can now prepare a letter to CalRecycle requesting release of the approximately \$900,000 in retention held pending approval of the document.

Upcoming Mobile HHW days will take place in Arcata and Fortuna; the event in Fortuna is being funded via State grant funds targeted at providing for underserved areas through the State.

The State-wide plastic bag ban bill has died in the legislature, restarting the discussion at the local level. The City of Arcata will be discussing a ban at their July 24th Council meeting; no word from the City of Eureka has been given regarding their ban language.

The City of Trinidad is moving forward with a solid waste ordinance, which should result in an eventual request to join the Authority.

15) Adjourn

Chairman Maxwell Adjourned the Meeting at 9:50 p.m.

Next Meeting: July 11, 2013 at 5:30 p.m. at Eureka City Hall Council Chambers.



Staff Report

DATE: July 11, 2013

FROM: Tyler Egerer, Administrative Services Manager

SUBJECT: Item 5b)
Receive May 2013 Financial Reports

RECOMMENDED ACTION: Review and Approve
Review and Approve on May 2013 Financial Reports.

DISCUSSION:

Attached are the following reports, for your review.

Monthly Financial Reports:

Authority Net Change in Assets through May 2013, as reported on the *Statement of Assets and Liabilities* (Attachment A) and *Summary Statement of Operations* (Attachment B1), shows a decrease of (\$165,229). Year-to-Date revenues and expenses continue to perform under budget estimates; the decrease in Net Assets is chiefly the result of Phase I Closure and Burn Dump activities at the Cummings Road Landfill.

The Operations Group (Attachment B3) includes the Administration, Transfer Station, and Recycling Divisions, and comprises the chief sources of revenue and expense activity for the Authority. For this reason, activity in this Group is nearly identical to overall Authority activity. The most significant deviation from budgeted estimates is unbudgeted amortization of assets attached to the WSG takeover, which represent no outlay of cash but rather is an accounting mechanism used for the annual reduction of useful life left in the value of landfill disposal contracts with Dry Creek Landfill and Anderson Landfill. Much like depreciation, these expenses do not affect cash flow.

The Programs Group (Attachment B4) – including Household Hazardous Waste and Integrated Waste Management – experiences slight differences in budgeted estimates due to the timeliness in award and receipt of grant funding. However, Programs staff in all divisions are realizing significant savings in expenditures that help to reduce the impact of these pending revenue payments throughout the fiscal year; if these savings continue through the rest of the Fiscal Year, and all grant funds are received, the Programs Group looks to perform much better than budgeted estimates.

The Cummings Road Landfill Division (Attachment B5) has seen increased activity with the onset of Closure construction in the summer of 2012, spanning a portion of Fiscal Years 2012 and 2013. While expenses for this project have been covered by Closure Trust Funds, the

reduction in total Closure funds held in Trust has reduced the amount of offsetting revenues going towards maintenance and preparation for full closure in the coming years. This decrease in revenue, combined with added expenses related to preparation for future closure activities, has created a significant negative impact on Landfill finances. These expenses are not entirely unforeseen, however they are difficult to estimate during the budgeting process and therefore result in large variations between actual activity and budget assumptions.

May Activity Report:

The Activity Report (Attachment C) compares tonnage and revenue information on a current-to-previous Fiscal Year basis. Tonnage remains strong, and continues on track to crest the 70,000 ton estimate established in the budget. As much of this added tonnage is collected from the Authority's two Satellite Facilities – Humboldt Sanitation in McKinleyville and Eel River Disposal in Fortuna – the corresponding increase in revenue is lower, due to the difference in tipping fees. Staff intends to begin an in-depth rate analysis in the coming months, with the intention of instituting a more robust rate structure in Fiscal Year 2014-2015.

Traffic and revenue numbers for Hazardous Waste remain unchanged from previous months; traffic is slightly down overall, but increased CESQG revenue has resulted in an increase in total HHW revenue compared to the previous year. Average daily traffic through the Transfer Station is functionally identical to the previous year's average; the Authority has not violated its permitted daily traffic – 510 cars in one day – in over two years.

Cash Disbursements:

Disbursements for May (Attachment D) totaled \$882,936. Payroll expenditures totaled \$153,601 for the month of May, with bond payments and transportation and disposal costs comprising \$474,386 of the remaining disbursements.

Cash Position Report:

This report (Attachment E) shows the balance of the checking, savings, and trust accounts as of May 30, 2013. It should be noted that only the checking and savings balances are available to the Authority for general business expenses. The bond balances are restricted for bond payments only.

Attachments:

- A) Statement of Assets and Liabilities May 2013
- B) Department and Authority-wide Income Summaries May 2013
- C) Activity Report May 2013
- D) Cash Disbursements May 2013
- E) Cash Position Report May 2013

Attachment A
Humboldt Waste Management Authority
Statement of Assets and Liabilities
For the Period Ending May 31, 2013

| ASSETS | May 31, 2013 | June 30, 2012 |
|--|------------------------|------------------------|
| Current Assets | | |
| Cash and Cash Equivalents | \$2,375,735.96 | \$3,329,200.00 |
| Accounts Receivable | \$697,088.58 | \$804,412.00 |
| Prepaid Items | \$51,390.94 | \$46,633.00 |
| Total Current Assets | \$3,124,215.48 | \$4,180,245.00 |
| Restricted Assets | | |
| Investment with Bond Trustee | \$2,206,341.69 | \$2,288,884.00 |
| Closure and post Closure care Trust Fund | \$4,615,578.41 | \$8,361,349.00 |
| Article Five Trust Fund | \$66,109.26 | \$67,355.00 |
| Accrued Interest Receivable | \$67,873.34 | \$40,000.00 |
| Total Restricted Assets | \$6,955,902.70 | \$10,757,588.00 |
| Other Assets | | |
| Property, Plant, & Equipment | \$5,268,025.39 | \$5,441,968.00 |
| Deferred Charges | \$260,767.97 | \$288,306.00 |
| Grants Receivable | \$51,616.61 | \$51,617.00 |
| SWoW Receivable | \$35,700.00 | \$47,600.00 |
| Deferred Revenue | (\$135,811.00) | \$0.00 |
| Waste Authority Permit | \$221,171.00 | \$221,171.00 |
| Contract with Anderson Landfill | \$68,652.57 | \$126,743.00 |
| Goodwill Depreciable - Purchase of WSG | \$1,607,035.36 | \$2,177,274.00 |
| Total Other Assets | \$7,377,157.90 | \$8,354,679.00 |
| Total Assets | \$17,457,276.08 | \$23,292,512.00 |
| LIABILITIES AND NET ASSETS | | |
| Current Liabilities | | |
| Accounts Payable | \$498,616.82 | \$1,029,628.00 |
| Deferred Revenue - Kernem | \$76,806.87 | \$76,807.00 |
| Deferred Revenue | \$249,947.47 | \$385,758.00 |
| Current Portion of Bonds Payable | \$50,690.00 | \$820,000.00 |
| Current Portion of Leases Payable | \$0.00 | \$0.00 |
| Current Portion of Loan Payable | \$50,000.00 | \$50,000.00 |
| Accrued Wages and Payroll taxes payable | \$76,707.30 | \$113,846.00 |
| Accrued Interest Payable | \$78,150.00 | \$78,150.00 |
| Other Accrued liabilities | \$12,298.75 | \$2,300.00 |
| Total Current Liabilities | \$1,093,217.21 | \$2,556,489.00 |
| Long Term Liabilities | | |
| Loans Payable - CIWMB Closure | \$177,310.80 | \$213,655.00 |
| Equipment Leases Payable | \$0.00 | \$0.00 |
| Estimated closure and post closure costs | \$9,429,855.96 | \$13,600,000.00 |
| Bonds payable, long-term portion | \$9,235,000.00 | \$9,235,000.00 |
| Total Long Term Liabilities | \$18,842,166.76 | \$23,048,655.00 |
| Total Liabilities | \$19,935,383.97 | \$25,605,144.00 |
| Net Assets | | |
| Equity Reserved | (\$2,843,240.24) | (\$2,895,912.00) |
| Unrestricted | \$2,702,401.00 | \$2,755,320.00 |
| Restricted for Special Programs | (\$84,195.00) | (\$84,195.00) |
| Investment in Capital Assets | (\$2,087,845.00) | (\$2,087,845.00) |
| Increase (Decrease) in Net Assets | (\$165,228.65) | \$0.00 |
| Total Net Assets | (\$2,478,107.89) | (\$2,312,632.00) |
| Total Liabilities and Net Assets | \$17,457,276.08 | \$23,292,512.00 |

Attachment B1
Humboldt Waste Management Authority
Summary Statement of Operations
For the Period Ending May 31, 2013
Actual vs Budget

| | May Actual | YTD Total | YTD Budget | YTD Variance | % of YTD Budget | Total Budget | YTD 91.67% of Total Budget |
|--------------------------------------|-----------------------|----------------------|-----------------------|-------------------------|----------------------------|-------------------------|---|
| Operations | | | | | | | |
| Total Revenues | 827,337 | 9,041,701 | 9,496,831 | (455,130) | 95.21% | 10,360,179 | 87.27% |
| Operational Expense | 390,015 | 4,552,868 | 4,922,946 | (370,077) | 92.48% | 5,370,486 | 84.78% |
| Payroll | 191,646 | 1,891,667 | 1,821,600 | 70,067 | 103.85% | 1,987,200 | 95.19% |
| Indirect Expense | 101,400 | 1,279,688 | 1,346,780 | (67,093) | 95.02% | 1,469,215 | 87.10% |
| Subtotal Expenses | 683,061 | 7,724,223 | 8,091,326 | (367,103) | | 8,826,901 | |
| Net Operations | 144,276 | 1,317,478 | 1,405,505 | (88,027) | | 1,533,278 | |
| Non-Operational Expense | 39,293 | 432,223 | 450,019 | (17,796) | 96.05% | 490,930 | 88.04% |
| Other Revenues & Expenses | (97,372) | (1,050,483) | (919,685) | (130,798) | 114.22% | (1,003,293) | 104.70% |
| Net Change in Assets | 7,611 | (165,229) | 35,800 | (201,029) | | 39,055 | |

**Attachment B2
Humboldt Waste Management Authority
Summary Statement of Operations
Year-to-Date for the Period Ending May 31, 2013
by Department**

| | YTD Total | Admin | Transfer Station | ERD | HHW | Cummings Landfill | Recycling | Compost Facility | Programs |
|--------------------------------------|----------------------|------------------|-----------------------------|---------------|---------------|------------------------------|------------------|-----------------------------|------------------|
| Operations | | | | | | | | | |
| Total Revenues | 9,041,701 | 306,859 | 5,836,093 | 703,798 | 484,490 | 382,179 | 665,948 | 322,278 | 340,056 |
| Operational Expense | 4,552,868 | 16,827 | 2,856,583 | 607,057 | 213,798 | 160,253 | 394,649 | 269,088 | 34,612 |
| Payroll | 1,891,667 | 245,435 | 589,107 | 0 | 143,649 | 182,707 | 404,355 | 14,207 | 312,208 |
| Indirect Expense | 1,279,688 | 145,305 | 312,064 | 0 | 76,521 | 246,390 | 163,199 | 21,917 | 314,292 |
| Subtotal Expenses | 7,724,223 | 407,567 | 3,757,754 | 607,057 | 433,968 | 589,350 | 962,203 | 305,212 | 661,111 |
| Net Operations | 1,317,478 | (100,708) | 2,078,339 | 96,741 | 50,522 | (207,171) | (296,256) | 17,066 | (321,055) |
| Non-Operational Expense | 432,223 | 43,087 | 256,377 | 0 | 40,953 | 20,702 | 26,433 | 16,247 | 28,424 |
| Other Revenues & Expenses | (1,050,483) | 28,567 | (923,694) | 0 | 0 | (112,773) | 0 | 0 | (42,583) |
| Net Change in Assets | (165,229) | (115,228) | 898,268 | 96,741 | 9,569 | (340,646) | (322,689) | 819 | (392,063) |

Attachment B3
Humboldt Waste Management Authority
Statement of Operations with Budget
For the Period Ending May 31, 2013
Operations Group: Administration, Transfer Station, & Recycling Divisions

| | May Actual | YTD Actual | YTD Budget | YTD Variance | % of YTD Budget | Total Budget | YTD 91.67% of Total Budget |
|------------------------------------|----------------|------------------|------------------|-----------------|--------------------|------------------|-------------------------------------|
| Total Revenues | 715,036 | 7,834,975 | 8,110,372 | (275,397) | 96.60% | 8,847,679 | 88.55% |
| Direct Expenses | 488,813 | 5,380,482 | 5,730,343 | (349,861) | 93.89% | 6,251,283 | 86.07% |
| Gross Margin | 226,223 | 2,454,494 | 2,380,030 | 74,464 | | 2,596,396 | |
| Indirect Expenses | 49,891 | 642,485 | 622,816 | 19,668 | 103.16% | 679,436 | 94.56% |
| Income from Operations | 176,332 | 1,812,009 | 1,757,213 | 54,796 | | 1,916,960 | |
| Depreciation | 31,104 | 342,144 | 359,906 | (17,762) | 95.06% | 392,625 | 87.14% |
| Other Revenue & Expense | (80,399) | (895,127) | (919,685) | 24,558 | | (1,003,293) | |
| Net Income (Loss) | 64,829 | 574,738 | 477,622 | 97,116 | | 521,042 | |

**Humboldt Waste Management Authority
Statement of Operations with Budget
For the Period Ending May 31, 2013**

Programs Group: Integrated Waste Management & Household Hazardous Waste Divisions

| | May Actual | YTD Actual | YTD Budget | YTD Variance | % of YTD Budget | Total Budget | YTD 91.67% of Total Budget |
|------------------------------------|-----------------|------------------|------------------|------------------|--------------------|------------------|-------------------------------------|
| Total Revenues | 83,323 | 824,546 | 944,717 | (120,170) | 87.28% | 1,030,600 | 80.01% |
| Direct Expenses | 62,395 | 704,267 | 691,078 | 13,189 | 101.91% | 753,903 | 93.42% |
| Gross Margin | 20,928 | 120,280 | 253,639 | (133,359) | | 276,697 | |
| Indirect Expenses | 37,116 | 390,813 | 450,845 | (60,032) | 86.68% | 491,831 | 79.46% |
| Income from Operations | (16,187) | (270,533) | (197,206) | (73,327) | | (215,134) | |
| Depreciation | 6,307 | 69,377 | 67,763 | 1,614 | 102.38% | 73,923 | 93.85% |
| Other Revenue & Expense | (3,625) | (42,583) | (47,483) | 4,900 | | (51,800) | |
| Net Income (Loss) | (26,119) | (382,494) | (312,452) | (70,042) | | (340,857) | |

Attachment B5
Humboldt Waste Management Authority
Statement of Operations with Budget
For the Period Ending May 31, 2013
Landfill Division (Includes Trust Funds)

| | May Actual | YTD Actual | YTD Budget | YTD Variance | % of YTD Budget | Total Budget | YTD 91.67% of Total Budget |
|---------------------------------------|-----------------|------------------|------------------|------------------|--------------------|------------------|-------------------------------------|
| Total Revenues | 28,978 | 382,179 | 441,742 | (59,562) | 86.52% | 481,900 | 79.31% |
| Direct Expenses | 30,454 | 342,960 | 333,066 | 9,894 | 102.97% | 363,345 | 94.39% |
| Gross Margin | (1,476) | 39,219 | 108,675 | (69,456) | | 118,555 | |
| Indirect Expenses | 14,393 | 246,390 | 273,119 | (26,729) | 90.21% | 297,948 | 82.70% |
| Income from Operations | (15,869) | (207,171) | (164,444) | (42,727) | | (179,393) | |
| Depreciation | 1,882 | 20,702 | 22,350 | (1,648) | 92.63% | 24,382 | 84.91% |
| Other Non-Operational Expenses | (13,349) | (112,773) | 174,331 | (287,104) | | 190,179 | |
| Net Income (Loss) | (31,100) | (340,646) | (12,463) | (328,183) | | (13,596) | |

Attachment C
Activity Report
July 1, 2012 - May 31, 2013

| Waste Tonnage | Tonnage | | | Revenue | | |
|----------------------------------|--------------------------|---------------|---------------|--------------------------|--------------------|---------------|
| | Year to Date | Prior YTD | % of Prior | Year to Date | Prior YTD | % of Prior |
| Hawthorne | | | | | | |
| Franchise | 39,131 | 39,892 | 98.1% | \$4,692,612 | \$4,772,471 | 98.3% |
| Self Haul | 14,766 | 14,566 | 101.4% | \$2,258,692 | \$2,245,307 | 100.6% |
| Subtotal | 53,898 | 54,457 | 99.0% | \$6,951,304 | \$7,017,778 | 99.1% |
| Humboldt Sanitation | 4,900 | | | \$202,346 | | |
| ERD | 6,339 | 6,844 | 92.6% | \$587,202 | \$636,691 | 92.2% |
| TOTAL. | 65,137 | 61,301 | 106.3% | \$7,740,853 | \$7,654,470 | 101.1% |
| Greenwaste | 2,507 | 2,048 | 122.4% | \$192,608 | \$164,348 | 117.2% |
| Household Hazardous Waste | | | | | | |
| | Customers | | | Revenue | | |
| | Year to Date | Prior YTD | % of Prior | Year to Date | Prior YTD | % of Prior |
| Commercial | 317 | 307 | 103.3% | \$77,391 | \$86,255 | 89.7% |
| Residential | 2,418 | 2,414 | 100.2% | \$19,411 | \$24,996 | 77.7% |
| Fortuna Residential | 32 | 33 | 97.0% | \$595 | \$595 | 100.0% |
| Revenue from Countywide Fee | | | | \$359,246 | \$375,240 | 95.7% |
| TOTAL. | 2,767 | 2,754 | 100.5% | \$456,643 | \$487,086 | 93.7% |
| Traffic Count | Average Daily Count FY13 | Exceptions | | Average Daily Count FY12 | Exceptions | % of Prior |
| July | 266 | None | | 281 | None | 94.7% |
| August | 252 | None | | 265 | None | 95.1% |
| September | 252 | None | | 265 | None | 95.1% |
| October | 238 | None | | 241 | None | 98.8% |
| November | 239 | None | | 229 | None | 104.5% |
| December | 236 | None | | 236 | None | 100.0% |
| January | 247 | None | | 234 | None | 105.6% |
| February | 227 | None | | 237 | None | 95.8% |
| March | 239 | None | | 216 | None | 110.6% |
| April | 249 | None | | 239 | None | 104.2% |
| May | 263 | None | | 259 | None | 101.5% |
| June | | | | 259 | None | 0.0% |
| Year-to-Date Average | 246 | | | 244 | | 100.8% |

Attachment D
Cash Disbursements
For Month Ending April 30, 2013

| Paid To | Amount | Paid To | Amount |
|--------------------------------|---------------|---------------------------------------|---------------------------------|
| 101Netlink | \$60.00 | Lawrence & Associates | \$9,373.70 |
| Access Humboldt | \$262.50 | Leggett & Platt | \$1,666.63 |
| AFLAC | \$185.30 | Liebert Cassidy Whitmore | \$500.00 |
| Alves Inc. | \$5,860.00 | Lost Coast Communications, Inc | \$200.00 |
| Anderson Landfill | \$69,938.10 | Louis Pree | \$76.05 |
| AT & T | \$374.43 | Mad River Hardwood Co., Inc | \$26,614.17 |
| B & B Portable Toilet Company | \$219.38 | Matt Cunningham | \$134.95 |
| Bank of New York Mellon | \$109,326.00 | McKenny's Do It Best Bldg Cent | \$48.31 |
| Bettendorf Enterprises, Inc. | \$229,734.66 | McKinleyville Press | \$250.00 |
| Blue Shield of California | \$20,915.93 | Mendes Supply Company | \$113.07 |
| Blue Sky Environmental, Inc | \$3,135.00 | Michael Megazzi | \$72.45 |
| CA SDU | \$13.00 | Mission Uniform & Linen | \$1,055.19 |
| Calif Dept of Resources, Recyc | \$36,344.60 | Nancy Diamond | \$6,985.93 |
| Campton Electric Supply, Inc. | \$5.53 | Network Management Services | \$3,091.48 |
| Capital One Commercial | \$38.35 | North Coast Fabricators | \$490.00 |
| Cardmember Service | \$1,028.44 | North Coast Journal | \$990.00 |
| City of Arcata | \$11,348.99 | North Coast Laboratories, Ltd | \$516.00 |
| City of Blue Lake | \$1,775.28 | Northern California Gloves | \$1,006.29 |
| City of Eureka | \$25,444.23 | Northern California Safety Con | \$80.00 |
| City of Ferndale | \$1,679.75 | Oak Harbor Freight Lines, Inc. | \$4,300.00 |
| City of Rio Dell | \$2,101.85 | P G & E | \$5,843.43 |
| City of Trinidad | \$1,429.95 | Pacific Affiliates | \$6,916.00 |
| Cleek Company | \$371.25 | Pacific Paper Co. | \$788.58 |
| Cold Creek Compost | \$1,367.81 | Peterson Tractor | \$1,943.13 |
| Conexis | \$50.00 | Picky Picky Picky Store | \$108.23 |
| Court-Ordered Debt Collections | \$1,155.17 | Pierson Building Center | \$90.73 |
| Credit Card Fees | \$1,262.87 | Pre-Employ.Com,Inc | \$55.80 |
| Crystal Springs Bottled Water | \$123.50 | Progressive Business Publicati | \$299.00 |
| Cynthia Evans | \$77.74 | PSC-Philip Services Corporatio | \$192.00 |
| EASI Computer Systems | \$600.00 | Recology Humboldt County | \$3,770.95 |
| Eel River Disposal | \$28,589.35 | Redwood Teen Challenge | \$900.00 |
| Eureka Boiler Works LLC | \$71.45 | Rogers Machinery Company, Inc. | \$220.83 |
| Eureka Broadcasting Co.,Inc | \$1,000.00 | Sam Wilson | \$700.00 |
| Eureka Humboldt Fire Extinguis | \$213.82 | Schweigert Electric | \$75.00 |
| Eureka Napa | \$104.24 | Scrapper's Edge | \$208.73 |
| Express Services, Inc. | \$4,104.81 | SCS Field Services | \$2,045.00 |
| FedEx | \$108.87 | SETCO | \$1,179.20 |
| Francotyp-Postalia, Inc | \$174.41 | Sharps Solutions LLC | \$1,660.00 |
| Freon Free Inc | \$561.84 | Sierra | \$938.77 |
| Geo-Logic Associates | \$64,337.89 | Staples Credit Plan | \$425.23 |
| Golder Associates | \$7,458.00 | Steritech Group Inc | \$325.00 |
| Goselin Transportation,Inc | \$1,160.00 | Steve Morris Logging & Contrac | \$6,745.96 |
| Hajoca Corporation | \$43.00 | Suddenlink | \$204.95 |
| Harbor Freight Tools | \$73.06 | THE ARCATATA EYE | \$250.00 |
| Hensell Materials | \$428.58 | The Independent | \$300.52 |
| HSU Recycling | \$1,001.52 | Thumper's Mechanical Service I | \$5,015.00 |
| Humboldt Bay Forest Products | \$7,579.88 | Tiffany Ibbs | \$1,482.46 |
| Humboldt Community Services Di | \$22.65 | Times Standard | \$743.10 |
| Humboldt County Dept of Public | \$41,045.24 | Tony Cervantes | \$175.42 |
| Humboldt County Environmental | \$31,728.29 | Uline Shipping Supply Speciali | \$409.75 |
| J. CARLOS CHAVEZ | \$123.80 | Umpqua Bank (Cash for CRV Operations) | \$21,982.00 |
| James A. Test | \$4,461.84 | University Center | \$277.35 |
| James Donald Dodds | \$605.43 | US Bank Office Equipment Finan | \$398.63 |
| Janis Erickson | \$253.12 | Verizon Wireless | \$390.80 |
| Jim Signs | \$552.08 | Woods Pest Control | \$210.00 |
| Johnson's Mobile Rentals LLC | \$50.00 | | <hr/> |
| Juliette Bohn | \$921.35 | | \$729,334.27 |
| Kevin Thuresson | \$115.20 | Total Payroll Expenses | \$153,601.43 |
| L & M Renner, Inc | \$6,214.94 | Total Disbursements | <hr/> \$882,935.70 <hr/> |

Attachment E
Humboldt Waste Management Authority
Cash Position
For the Period Ending May 31, 2013

| Fund Name | Investor | Restricted | Unrestricted |
|--|-------------------|-----------------------|-----------------------|
| Public Funds Checking Account | Umpqua Bank | | \$1,968,684.86 |
| Public Funds Savings Account | Umpqua Bank | | \$397,044.18 |
| Landfill Closure/Post Closure Trust Fund | Union Bank | \$4,284,684.15 | |
| Landfill Article 5 Corrective Action Trust Fund | Union Bank | \$65,484.26 | |
| Project Fund - Series 2002 Bond | Bank of New York | \$408.92 | |
| Reserve Fund - Series 2002 Bond | Bank of New York | \$121,460.29 | |
| Debt Service Fund - Series 2002 Bond | Bank of New York | \$0.00 | |
| Revenue Fund for Bond Payment - Series 2002 Bond | Bank of New York | \$342,459.35 | |
| Reserve Fund - Series 2005 Bond | Bank of New York | \$693,995.00 | |
| Cost of Issuance - Series 2005 Bond | Bank of New York | \$24,891.97 | |
| Revenue Fund - Series 2005 Bond | Bank of New York | \$361,823.47 | |
| Bond Payment Deposit | AIG - Wells Fargo | \$599,395.00 | |
| Total Funds | | \$6,494,602.41 | \$2,365,729.04 |



Staff Report

DATE: July 11, 2013

FROM: Brent Whitener, Programs Manager

SUBJECT: Item 3c)
Consider and Approve the Clean Harbors Environmental Services as Household Hazardous Waste (HHW) Contractor for Transportation and Disposal Services and Authorize the Executive Director to Execute the Agreement.

RECOMMENDED ACTION:

Board to authorize the Executive Director to sign the attached contract for Household Hazardous Waste Transportation and Disposal Services between HWMA and Clean Harbors Environmental Services (Clean Harbors), following document review and approval by Clean Harbors.

DISCUSSION:

At the May 9, 2013 meeting, the Board approved the selection of Clean Harbors as the Authority's Household Hazardous Waste Contractor following RFP solicitation and evaluation. The attached Agreement for Household Hazardous Waste Management Services has been prepared and approved by HWMA's staff and Legal Counsel, and forwarded to Clean Harbors staff for their final review.

Staff seeks authorization for the Executive Director to execute this contract. If additional significant or substantive revisions are requested by Clean Harbors, staff will return to the Board for review and consideration.

FISCAL IMPACT:

Hazardous waste hauling and disposal activities are included for funding in Fiscal Year Budget 2013-14. Contract value is estimated at \$250,000.00 per year.

ALTERNATIVES TO RECOMMENDED ACTION:

- 1.) Decline HWMA's right to execute this HHW services agreement and edit the existing contract language as required or solicit another through the RFP process.
- 2.) Continue with the month-to-month pricing arrangements with PSC, lacking protection from cost assurances or a prescribed level of service found within a permanent contract.

ATTACHMENT:

Draft Agreement between HWMA and Clean Harbors for Household Hazardous Waste Management Services

**AGREEMENT BETWEEN
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
FOR HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES**

THIS AGREEMENT for Waste Transportation and Disposal Services ("Agreement") is made by and between the Humboldt Waste Management Authority, a joint powers public entity, (hereinafter referred to as "Authority" and "HWMA") and Clean Harbors Environmental Services, Inc., a Massachusetts corporation (hereinafter referred to as "Contractor" and "Clean Harbors"). This Agreement is effective as of _____, 2013 ("Effective Date").

WHEREAS, on March 15, 2013, the Authority released a Request for Proposals ("RFP") for Household Hazardous Waste management services to include the conducting of mobile drop-off events, and transportation, disposal and treatment and/or recycling of certain categories of household hazardous waste and conditionally exempt small quantity generator waste from the Authority's Transfer station located at 1059 West Hawthorne Street, Eureka, CA;

WHEREAS, Clean Harbors submitted a responsive proposal indicating its qualifications and experience to perform such services;

WHEREAS, on May 9, 2013, the Authority Board awarded the contract for Household Hazardous Waste management services to Clean Harbors on the terms and conditions below.

NOW THEREFORE, based on the mutual conditions and covenants recited herein and made a material part hereof, the parties agree as follows:

1. **Scope of Services.** Contractor shall perform Household Hazardous Waste management services for the Authority in accordance with the RFP, attached hereto as Exhibit "A" and incorporated herein, and the Scope of Services, attached hereto as Exhibit "B" and incorporated herein ("Services"). In the event of discrepancy or ambiguity between any conditions or provisions in this Agreement and the Exhibits, the conditions and provisions of this Agreement shall take precedence over those of Exhibits A and B, and the conditions and provisions of Exhibit A shall take precedence over those of Exhibit B.
2. **Term.** The term ("Term") of this Agreement is three (3) years beginning on the Effective Date. Upon the mutual agreement of the parties, the Term may be extended for two one-year renewal terms. All conditions of this Agreement shall apply to each extended Term unless expressly amended by the parties. The indemnity provisions of Section 7 shall survive termination of this Agreement.
3. **Compensation for Services, Payment.**
 - a. **Fees.** The Authority shall pay Contractor fees for Services at the rate and basis as set forth in Exhibit B.
 - b. **Payment.** Contractor shall prepare and submit its invoices to the Authority no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 30 days of receipt. If the Authority disputes an invoice, it may withhold that

portion so contested, without the accrual of interest for late payment, and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement, without the accrual of interest for late payment, in the event that Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement.

4. Non-Conforming Waste Materials.

- a. **Rejection of non-conforming materials.** Contractor may reject any materials as “Non-conforming” if the materials are not properly packaged, labeled, or the materials contain constituents, have characteristics or have properties not disclosed on the Waste Profile. Contractor shall give prompt notice of the specific nature of the Non-conformity to HWMA no later than five (5) days after discovery of the Non-conformity. Contractor may provide HWMA with an estimate of the cost of handling, transporting, storing, and if applicable disposal of such Non-conforming materials. Upon approval of such cost estimate by HWMA, Contractor shall accept such Non-conforming materials and provide handling, transportation, storage, and if applicable disposal services for such Non-conforming waste, and HWMA shall pay Contractor for such services based on the approved price.
- b. **Title to rejected materials.** HWMA shall retain title to and liability for Non-conforming waste materials rejected or not accepted by Contractor.

5. **Independent Contractor Status.** Contractor is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Contractor shall have sole control over the manner and method of performance of the services, and Authority’s only interest shall be in the results of such services. Authority’s liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority’s account. This Section shall also apply to any of Contractor’s subcontractors.
6. **Designation of Representative.** Contractor and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
7. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HWMA:
 Executive Director
 Humboldt Waste Management Authority,
 1059 West Hawthorne Street, Eureka, CA, 95501
 Phone: (707) 268-8620

Clean Harbors:
Curt Lock, Account Manager
2550 Del Monte St. #140
West Sacramento, CA 95691
Phone: (408) 595-2585
Fax: (747) 747-1927

8. Indemnification.

- a. **General.** Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the Authority or co-counsel acceptable to the Authority at Contractor's sole cost, HWMA and its employees, officials, members, officers, agents, assigns and volunteers from and against any and all liability to which any of them may be subjected by reason or resulting directly or indirectly from actions or inactions of Contractor performed or occurring under or in connection with the Agreement, whether or not those liabilities are litigated, settled or reduced to judgment and whether or not those liabilities are caused in part by any wrongful or negligent act, error or omission by any party indemnified under this Agreement.
- b. **Hazardous waste.** Without limiting Contractor's indemnification stated above, Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the Authority or co-counsel acceptable to the Authority at Contractor's sole cost, the Authority from and against all liabilities paid, incurred or suffered by or asserted against the Authority in a judicial, administrative or regulatory form or otherwise, arising or resulting in whole or in part from any release, cleanup or detoxification, or preparation and implementation or any removal, remedial response, closure or other plan concerning Household Hazardous Waste handled, removed or transported by Contractor pursuant to this Agreement.

The indemnities described in this subsection are intended to operate as an agreement pursuant to 42 USC § 9607(e) and California Health & Safety Code § 25364, to insure, protect, hold harmless and indemnify the Authority from liabilities in accordance with this section. The Authority does not hereby waive or surrender any other indemnity or remedy available to it, and Contractor is strictly liable to the Authority for hazardous materials conditions arising under this Agreement, including any repair, cleanup or detoxification thereof or preparation and implementation of any removal, remedial, response, closure or other plan.

- c. **Injuries or accidents.** Contractor retains responsibility for all injuries, accidents and other mishaps associated with its performance under this Agreement, including personal injury, damage to any real or personal property. Contractor will promptly report any such events to the Authority orally, followed by written notice within three working days, including details of any witness statements. Contractor will institute an emergency operations plan and provide a copy to the Authority upon the Authority's request. Said plan shall mitigate and correct hazards that may arise due to accidents or destruction from transportation services, including property damage and traffic disruption, and will include any business plan for emergency response to the release or threatened release of hazardous materials in accordance with applicable law.
9. **Insurance.** Prior to performing any Services hereunder and throughout the Term of this Agreement, Contractor shall maintain insurance in full compliance with all of the provisions

of this Section 8.

- a. **General Liability:** General liability with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000), and per aggregate of Four Million Dollars (\$4,000,000).
 - b. **Comprehensive automobile liability insurance:** Comprehensive coverage for all vehicles and all motor equipment, owned, leased, hired, borrowed or operated by Contractor in its performance of this Agreement, and shall obtain uninsured/underinsured motorists liability coverage. Minimum limits of liability per occurrence shall be Three Million Dollars (\$3,000,000), and per aggregate Four Million Dollars (\$4,000,000).
 - c. **Pollution liability, environmental impairment:** Environmental impairment and release or spill of “pollutants” or “wastes” and all cleanup costs relating thereto with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000), and per aggregate of Four Million Dollars (\$4,000,000).
 - d. **Workers’ compensation insurance:** Workers’ compensation as required by state law.
 - e. **Employer’s liability insurance:** Bodily injury by accident in the amount of Two Million Dollars (\$2,000,000) each accident and bodily injury by disease in the amount of Two Million Dollars (\$2,000,000) policy limit and each employee.
 - f. **Additional insured:** Contractor shall include the Authority and its employees, officials, members, officers, agents, assigns and volunteers by endorsement or otherwise as additional insured under all policies except with respect to employer’s liability insurance.
 - g. **Primary coverage:** Contractor shall ensure that insurance policies are always primary with respect to performance under this Agreement.
 - h. **Evidence of coverage:** Contractor shall file with the Authority evidence of coverage in force, including endorsements, together with a Certificate of Insurance on an Authority-approved form, and shall annually file with the Authority, renewed certificates of insurance.
10. **Compliance with applicable law.** Contractor will perform all its obligations under this Agreement in accordance with applicable local, state and federal law. Contractor is solely liable for all fines and penalties that may be imposed on Contractor to the extent that those fines and penalties are the result of Contractor’s violations of applicable law.

11. **Events of Default.**

- a. **Contractor Default.** Each of the following constitutes an event of default:
 - (1) *Breach of Agreement.* Contractor fails to perform any of its obligations under this Agreement and fails to cure that breach within thirty (30) days of receiving notice from the HWMA specifying the breach.

(2) *Attachment*. Attachment of any equipment owned by Contractor that is necessary for its ability to provide transportation services is seized, attached, or levied upon and not placed back into service within two business days.

(3) *Bankruptcy, insolvency, liquidation*. Contractor's filing of a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator of Contractor for any part of Contractor's operating assets or property.

b. **HWMA default**. Each of the following constitutes an event of default:

(1) HWMA's failure to make any payment in accordance with Section 3.

c. **Remedies upon default**.

(1) *Authority's remedies*. Upon occurrence of a Contractor default, the Authority has the following rights:

- i. To terminate the Agreement;
- ii. To suspend the Agreement;
- iii. All other available remedies to exercise its remedies in accordance with this Agreement in any other available remedies at law and in equity including specific performance.

(2) *Contractor's remedies*. Upon occurrence of a HWMA default, Contractor has the right to exercise any and all available remedies at law and in equity.

12. **Contractor Warranties and Representations**. Contractor warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by the Authority, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) as of the Effective Date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services.

13. **Waiver**. Either party's waiver of any breach or default may not be deemed to be a waiver of any other breach or default, including ones with respect to the same obligations under this Agreement. The subsequent acceptance by either party of any damages or other money paid by the other party may not be deemed to be a waiver by that party of any preexisting or concurrent breach or default. Failure to object to breach or event of default is not and may not be construed as a waiver of that provision.

14. **Dispute resolution**. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

- 15. **Governing law, venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- 16. **Authority to Execute Contract.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- 17. **Assignment, subcontract.** Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Clean Harbors may not subcontract Services without prior written consent from Authority. In the event Contractor subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 8 will be made a part of any such subcontract agreement. The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required upon ninety (90) days advance written notice to Clean Harbors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

DESIGNATED REPRESENTATIVE:

 Jill Duffy, Executive Director

 Date

Brent Whitener,
 Programs Manager
 Phone: (707) 268-8680
 bwhitener@hwma.net

**CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC**

DESIGNATED REPRESENTATIVE:

 Name:
 Title:

 Date

Curt Lock, Account Manager
 2550 Del Monte St. #140
 West Sacramento, CA 95691
 Phone: (408) 595-2585
 Fax: (747) 747-1927
 lock.curt@cleanharbors.com

EXHIBIT "A"
REQUEST FOR PROPOSALS
HAZARDOUS WASTE CONTRACTOR
March 15, 2013
(attached)

EXHIBIT "B"
SCOPE OF SERVICES
(attached)



Staff Report

DATE: June 21, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 3d
Establish Two Budget Line Items for Cummings Road Burn Ash Debris Site and Authorize Transfer and Receipt of Funds.

RECOMMENDED ACTION: Voice vote.

That the Board 1) Establish two separate line items in the budget in the amount of \$450,000 for receipt and expenditures of funds for activities related to clean up of the Cummings Road burn ash debris site; 2) Authorize transfer of \$225,000 from HWMA's Undesignated Reserves into this line item account; 3) Authorize the Executive Director to accept \$225,000 from Recology of Humboldt and place into the line item account; and 4) Authorize Executive Director to process expenditures of funds up to \$40,000 in conjunction with Chair review and approval, with expenditures greater than \$40,000 to be presented for Board review and approval.

DISCUSSION:

Background

Between 1933 and 1969 the Cummings Road landfill received and treated municipal solid waste by open burning and cast aside burn ash. In 1969 open burning ceased and the site converted into a sanitary landfill on the north side of Cummings Road. In 1999, HWMA purchased the solid waste landfill known as the Cummings Road Landfill from Recology Humboldt (then called "City Garbage of Eureka"). The burn ash dump material exists on a portion of HWMA's Landfill Property that is not part of the landfill footprint and the remaining portion remains on the property retained by Recology Humboldt. In 2006 the former burn ash dump debris was exposed during a storm event.

On April 26, 2013, the North Coast Regional Water Quality Control Board issued Cleanup and Abatement and 13267 Order No. R1-2013-0033 for the Burn Ash Site, and directed both HWMA and Recology Humboldt to jointly to prepare and implement a cleanup plan for the Burn Ash Site by October 1, 2013, with site cleanup to be completed by September 2014. Representatives of HWMA and Recology are working together to comply with the joint obligations under the Order and implement development of the cleanup plan.

These funds will be used for the following:

- (1) prepare a cleanup plan for the Burn Ash Site;

- (2) prepare a project description for use in the environmental review document to be prepared pursuant to the California Environmental Quality Act (“CEQA”);
- (3) prepare a cleanup plan implementation schedule;
- (4) conduct CEQA review of the proposed cleanup plan, including any necessary studies, sampling, or analysis for HWMA Board approval as lead agency;
- (5) obtain the necessary permits and approvals to implement the cleanup plan including consultation with the staffs of the Regional Board and other agencies;
- (6) pay Regional Board oversight costs;
- (7) prepare design plans, specifications and bidding documents to conduct the cleanup of the Burn Ash Site; and
- (8) pay any other expenditures determined jointly by the Parties to be necessary to comply with the Order.

HWMA’s Executive Director and Recology will each approve any and all expenditures to be paid prior to the expenditure or acceptance of work. HWMA shall provide an accounting of the funds contributed by both Recology and HWMA on a monthly basis.

FISCAL IMPACT:

The cost preparing the Burn Ash Dump Site Clean Up Plan, environmental review, permits are estimated at \$436,000; actual costs may vary. This item was not in the budget for FY 2013-14, and staff is requesting transfer of \$225,000 from undesignated reserves.

ALTERNATIVES:

Board’s Discretion



Staff Report

DATE: June 24, 2013

FROM: Jill Duffy, Executive Director

SUBJECT: **SUBJECT:** Item 3e)
Review and Approve Revised Job Description for Program Analyst, Organic Waste Diversion Specialist.

RECOMMENDED ACTION: **Voice Vote.**
Approve the Revised Job Description for Program Analyst, Organic Waste Diversion Specialist.

DISCUSSION:
With the approval of the FY 2013-14 Budget, the Board authorized the addition of a 0.75 full time equivalent (FTE), permanent position for the Program Analyst, Organic Waste Diversion Specialist. Staff requests that the Board review and approve the revised job description.

This temporary full-time position was originally approved by the Board in July 2011, was grant funded and approved as a one-year appointment. With delays to the start of the project, and cost savings from less than full-time work on the project, this position will reach its grant-funded end in August 2013.

As discussed during the April Board meeting, staff evaluated the necessary duties and requested that the permanent 0.75 FTE Organic Waste Diversion Specialist position be established. Staff has prepared a revised job description for the Board's consideration which is presented in tracked track changes.

Organization Chart
There are no proposed changes to the Organization Chart.

Classification and Pay Plans
The revised job description for Program Analyst, Organic Waste Diversion Specialist. This job is at the same pay class as the existing Program Analyst class.

FISCAL IMPACT:

These expenditures have been included in the proposed budget for FY 2013-14. There is no proposed change to the salary range for this position (currently \$16.95 to \$20.00/hour)

ALTERNATIVES:

Board's Discretion

Attachments

Revised Job Description for Program Analyst, Organic Waste Diversion Specialist



JOB DESCRIPTION

Program Analyst – Organic Waste Diversion Specialist

~~EPA Climate Showcase Communities grant-funded position
1-year position~~

SUMMARY

This is a ~~fullpart~~-time, non-exempt position. The Organic Waste Diversion Specialist will assist the Project Manager in the ~~establishment continued development~~ of an organic waste diversion program in Humboldt County. ~~This staff person will help to create an inventory that quantifies and characterizes the existing organic waste in the county. The specialist will also recruit and train commercial sector “early adopters”, and assist in developing public outreach materials.~~

SUPERVISION RECEIVED AND EXERCISED

The Program Analyst - Organic Waste Diversion Specialist reports to the Project Manager.

DUTIES

Humboldt Regional Food Waste Digester Project

- ~~• Develop inventory of organic waste in Humboldt County:~~
 - ~~○ Identify and meet with “early adopters” of the organic waste collection program~~
 - ~~○ Perform onsite waste audits to assess quantity of food/organic waste vs. other solid waste~~
 - ~~○ Assist early adopters with on-site logistics for separation and collection of organic waste~~
 - ~~○ Develop outreach and education materials.~~
- ~~• Collect and maintain organic waste stream database.~~
- ~~• Assist in development of organic waste collection program.~~
- ~~• Assist in grant-related record keeping and report writing.~~
- ~~• Assist in continued development and monitoring of organic waste diversion program~~
- ~~• Assist participants with on-site logistics for separation and collection of organic waste~~
- ~~• Perform lid-flipping once weekly to monitor contamination and participation~~
- ~~• Perform periodic waste audits to assess quantity of organic waste vs. other materials~~
- ~~• Assist in data collection, record keeping, and report writing~~
- ~~• Work with students and schools interested in food waste diversion~~
- ~~• Adapt and develop outreach and education materials as needed~~
- ~~• Assist in development of educational / promotional video(s)~~
- ~~• Regularly update website and social media related to the food waste diversion program~~

- Perform outreach and education duties such as tabling, writing articles, and giving presentations
- Assess level of interest in food waste diversion in other jurisdictions / sectors (letters of support / hand out brochures)
- Keep weekly records of lessons learned, problems solved, and events of note
- Add material to final grant report on an ongoing basis
- Attend and participate in regular team check-in meetings
- Attend meetings and take notes to be filed digitally
- Perform research on food waste diversion related topics / summarize
- Maintain and update ongoing work plan

Other Duties

- Answer questions from the public regarding organic waste diversion programs-
- Attend Board meetings and other related events, as requested-
- ~~Attend training sessions-~~
- ~~_____~~
- Perform all other duties as assigned by the Project Manager, including assisting other departments when needed

QUALIFICATIONS

Knowledge of

- Basics of anaerobic digestion and composting-
- CA Integrated Waste Management Act (AB 939) and CA AB 341
- CA AB 32 goals and climate change science-
- Grant writing and reporting-
- Sustainable waste management strategies-
- Outreach and education principles-

Skilled in

- Microsoft Excel / Word / Power Point-
- ~~Ability to establish and maintain~~ ing relationships with a wide range of government officials and the public-
- Oral and written communications
- Website design and graphic design-

Experience and Education

- A Bachelor's Degree in ~~Environmental Science or related field~~ a relevant field or equivalent experience
- Familiarity with Adobe creative tools or other professional publishing software desired-
- One year working in food service, food manufacturing, or agricultural industry desired-

Special Qualifications or Licenses

- Must have a valid California drivers' license-



Staff Report

DATE: June 4, 2013

FROM: Jill Duffy, Executive Director

SUBJECT: Item 3f)
Consider and Approve Amendment Number 3 to Extend Leachate Hauling Contract with Humboldt Bay Forest Products from Cummings Road Landfill to City of Eureka Wastewater Treatment Plant.

RECOMMENDED ACTION: Voice Vote.
Consider and Approve Amendment Number 3 to Extend Leachate Hauling Contract with Humboldt Bay Forest Products from Cummings Road Landfill to City of Eureka Wastewater Treatment Plant.

DISCUSSION:

At the March 6, 2013 HWMA meeting, the Board directed by unanimous vote to extend the current contract with Humboldt Bay Forest Products for Leachate Hauling Services from the Cummings Road Landfill until December 31, 2014, with a 90-day notice to terminate.

Attached is proposed Amendment Number 3 for the Board's consideration. Amendment Number 3 will extend the hauling agreement until December 31, 2014 subject to 60 days' written notice to terminate. An RFP process for leachate hauling services from the Cummings Road Landfill will be initiated in advance of the December 2014 expiration. Additionally, the Amendment revises the scope of services to be detailed in the body of the agreement. Finally, the Amendment increases the service component of the rate paid for hauling from \$4.09 per ton to \$5.54 per ton of leachate. This contract was originally signed in 2003 and has not been increased except for CPI, per the terms of the contract. Insurance, fuel, and regulatory compliance costs have changed significantly during that time, and this increase will cover those costs.

This proposed amendment has been reviewed and approved as to form by the Authority's Legal Counsel.

Background

HWMA entered into a contract with Humboldt Bay Forest Products (HBFP) to haul leachate from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant in 2003 for a term of five years. That contract has been extended two times, the first from 2008 until 2011, followed by a month-to-month agreement from July 2011 until July 2012, then an amended contract from July 2012 ending March 31, 2013. The Board unanimously directed an amendment to extend the Agreement at its March 6, 2013 meeting.

Leachate hauling services continue to be necessary even though Phase 1 of the Cummings Road Closure was completed in late 2012. The Authority's engineers were optimistic of the possibility of a slight reduction of leachate generation, however staff has not observed a demonstrable reduction to date. This is likely due to the Phase I portion of the landfill being unlined, and the area of Phase 2 having been identified as the primary collection point for surface water infiltration. Consequently, it is expected that there will be a significant reduction of 60% of leachate generation following Phase 1 and Phase 2 capping activities.

Staff will return to the Board with a proposed RFP for leachate hauling services in the late spring/early summer of 2014.

FISCAL IMPACT:

These expenditures have been included in the proposed budget for FY 2013-14.

ALTERNATIVES:

Board's Discretion

STRATEGIC PLAN OBJECTIVE:

**AMENDMENT NUMBER 3 TO AGREEMENT BETWEEN
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY AND
HUMBOLDT BAY FOREST PRODUCTS
FOR HAULING LEACHATE FROM CUMMINGS ROAD LANDFILL**

This is an amendment to that certain Agreement between the Humboldt Waste Management Authority (“HWMA”) and Humboldt Bay Forest Products, a California corporation (“Contractor”), effective on July 1, 2003, first amended on July 1, 2006, and second amended on July 1, 2012 (hereinafter collectively referred to as the “Agreement”). This third amendment is effective July 1, 2013.

1. Ratification of Agreement. The terms and conditions of the Agreement are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

2. Section 1, Services. Section 1, Services, is replaced in its entirety by the following:

“1. SERVICES

1.1 “Contractor will perform hauling service for Authority in accordance with this Agreement for Hauling Service. The term ‘Services’ shall mean the Services to be performed by Contractor described in this Section 1 as follows:

Contractor shall transport leachate collected from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant, located at 4301 Hilfiker Lane, Eureka, CA 95503. Contractor will be paid on a per ton basis for disposal of leachate. Contractor must weigh each load at the Hawthorne Street Transfer Station located at 1059 West Hawthorne Street, Eureka, CA 95501 prior to load disposal.

Contractor is required to provide leachate hauling services at a frequency and in such volume as to prevent overflow and potential damage to the leachate removal system located at the Cummings Road Landfill. Contractor will operate such that hauling services are available 365 days per year.

For those days in which leachate hauling is required and the Hawthorne Street Transfer Station is closed to the public in observance of a national holiday, Contractor shall be responsible for weighing of tonnages hauled. The Authority shall provide Authority-approved hand tag forms for the recording of these weights, and shall make the forms available on those days in which its Hawthorne Street Transfer Station is closed to regular traffic.

All Contractor costs for providing the hauling services shall be accounted for and incorporated into Contractor’s base transportation rate as outlined in Section 3 of this Agreement.

Any modification of scope, schedule, or budget relating to Services must be in writing in the form of an addendum and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.”

3. Section 2. Term. Section 2.1 of the Agreement is replaced by the following language, Sections 2.2 and 2.3 shall remain unchanged:

“This Agreement shall expire on December 31, 2014, unless either party shall give 60 days written notice of its intention to terminate.”

4. Section 3. Fees. Effective July 1, 2013, the service component of the base transport fee is hereby amended to \$5.54 per ton.

WITNESS, the parties have executed this Amendment on the date set forth below.

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

By: Jack Thompson, Chair

Date: _____

Approved as to Form:

Nancy Diamond, General Counsel

Date: _____

HUMBOLDT BAY FOREST PRODUCTS

By: Patrick S. Murphy
Its: President

Date: _____



Staff Report

DATE: June 26, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 3g)
Consider Approval of Agreement between HWMA and the City of Eureka to Provide California Integrated Waste Management Act Compliance Services.

RECOMMENDED ACTION: Voice vote.

1) Consider Approval of a Agreement between HWMA and the City of Eureka to provide California Integrated Waste Management Act Compliance Services Retroactive from July 1, 2012 through June 30, 2014; and 2) Authorize the Executive Director to sign the Agreement.

DISCUSSION:

The purpose of the attached California Integrated Waste Management Act Compliance Agreement is for HWMA to act on behalf of the City of Eureka in administering specific waste reduction and grant-funded regional services on an annual basis. This Agreement was reviewed and approved by the City of Eureka Council at their June 28, 2012 Special Meeting. Staff requests that the Board approve this Agreement, retroactively from July 1, 2012 until June 30, 2014, a term of two years.

The previous Agreement was originally approved in July of 2008, and amended to extend the term of the agreement until June 30, 2012. This Agreement will continue to support and supplement waste reduction services that HWMA administers on behalf of the City. Regional based- management of combined solid waste and waste reduction activities is both time and cost efficient and has proved to be beneficial during grant application submittals.

HWMA's proposed services include preparation of the City's Annual AB 939 Report to CalRecycle and assistance with CalRecycle inquiries and jurisdiction directed activities. HWMA will coordinate public outreach to promote recycling and hazardous waste collections services including advertisements and special event beverage container recycling coordination. Support includes evaluating development of the food waste diversion pilot project and applications for regional waste tire and used oil grant funded programs.

FISCAL IMPACT:

Activities included in this Agreement are included as part of the Programs AB 939 budget. Under this Agreement, the City will continue to forward funds to HWMA each fiscal year to enable HWMA to schedule, budget and complete these programs in coordination with other local jurisdictions. The contract amount is \$10,000 per fiscal year.

STRATEGIC PLAN OBJECTIVE:

1.8 – Regional Diversion Target of 75%; Approval of this request will assist in the objective of supporting greater City and regional diversion activities and education.

1.9 – Regional Reporting; Approval of this request will assist in the objective of supporting regional reporting activities.

1.3 – Evaluate Development of the Anaerobic Digestion Treatment System Project; Approval of this request will assist in the objective of supporting the evaluation of this project's development.

2.6 – Expand Public Education; Approval of this request will assist in the objective of supporting expanded public education.

2.5 – Develop Model Policy Documents for Member Agencies; Approval of this request will assist in the objective of supporting development of model policies.

ALTERNATIVES:

Board's Discretion

ATTACHMENTS:

A. Agreement between Humboldt Waste management Authority and City of Eureka to Provide California Integrated Waste Management Act Compliance Services

**AGREEMENT BETWEEN HUMBOLDT WASTE MANAGEMENT AUTHORITY AND
CITY OF EUREKA TO PROVIDE CALIFORNIA INTEGRATED WASTE
MANAGEMENT ACT COMPLIANCE SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the **City of Eureka**, a municipal corporation, (“CITY”) and the **Humboldt Waste Management Authority**, a joint powers agency (“CONSULTANT” or “AUTHORITY”).

WITNESSETH

WHEREAS, the CITY and AUTHORITY desire to enter into an agreement whereby the AUTHORITY would provide California Integrated Waste Management Act (CIWMA) compliance services for the CITY and provide management and coordination of various waste reduction and used oil programs in the City of Eureka; and,

WHEREAS, the AUTHORITY is duly qualified to provide such services as the AUTHORITY is a joint powers agency created pursuant to the provisions of Government Code Sections 6500 to provide economical coordination of solid waste management and disposal services, and the CITY is a member agency of the AUTHORITY; and

WHEREAS, Section 6.6 of the Joint Exercise of Powers Agreement authorizes the AUTHORITY to provide other related waste management duties on behalf of member agencies, provided such services are paid for solely by the contracting member.

NOW, THEREFORE, said CITY and said AUTHORITY, for the considerations hereinafter set forth, mutually agree as follows:

1. AUTHORITY shall perform those services described in the attached Scope of Work (Exhibit A), incorporated herein, and CITY shall pay AUTHORITY as compensation in full for those services an amount not to exceed \$10,000 for each fiscal year of the Agreement
2. This Agreement shall become effective on July 1, 2012, and shall remain in effect until June 30, 2014, unless sooner terminated as provided herein. The term of this Agreement may be extended with the written consent of the parties.
3. Payments shall be made by CITY upon receipt of a payment request form. Any additional charges or changes to the Scope of Work may require an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF EUREKA

By: _____
William T. Panos, City Manager

Dated: _____

Approved as to form:

By: _____
Cyndy Day-Wilson, City Attorney

Attest:

By: _____
Pamela J. Powell, City Clerk

HUMBOLDT WASTE MANAGEMENT
AUTHORITY

By: _____
Jill Duffy, Executive Director

Dated: _____

Approved as to form:

By: _____
Nancy Diamond, General Counsel, HWMA

CITY OF EUREKA

**TERMS AND CONDITIONS FOR
PROFESSIONAL CONSULTING SERVICES AGREEMENTS**

1. **DEFINITIONS:** "Consultant" shall mean the entity which has entered into the Agreement which by reference is subject to the Terms and Conditions hereinafter set forth. "City" shall mean the City of Eureka, a municipal corporation "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.
2. **CONTRACT TERMS TO BE EXCLUSIVE:** This document is the entire AGREEMENT between the parties and it incorporates or supersedes all previous agreements describing the terms and provisions of the Agreement for Consulting Services.
3. **AMENDMENT OF SCOPE OF WORK:** City shall have the right to amend the Scope of Work within the Agreement by written notification to the Contractor. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement.
4. **CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT:** At any time and for any reason, City shall have the right to terminate or cancel the agreement upon ten (10) days' written notice, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this agreement. **If the agreement is suspended for one year or more and then restarted, City and Consultant agree to act reasonably and in good faith to re-negotiate Consultant's compensation.** Any compensation to Consultant for expenses resulting from the suspension and remobilizing the project shall be limited to twenty (20) hours and reasonable expenses incurred by Consultant in remobilizing the project.

City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the City thereafter should determine to complete the project, the City shall have the privilege of requiring completion of the drawings, specifications and other documents upon compensation to the Consultant.

5. **MEDIATION:** Any dispute, controversy or claim arising out of or in connection with the interpretation or performance of any term or condition of this Agreement or any breach or alleged breach of this Agreement, shall be submitted to non-binding mediation by a neutral and independent mediator, who shall be selected by the parties by mutual agreement or, if the parties are unable to agree upon the selection of a mediator, then in accordance with the rules of the American Arbitration Association. The cost of the mediator and any other mediation costs shall be borne equally by the parties. The mediation process and the outcome of the mediation shall remain confidential. Notwithstanding the foregoing terms, the parties shall make every reasonable effort to resolve disputes, controversies or claims between themselves in a cooperative fashion prior to submitting a dispute to mediation. Unless otherwise mutually agreed in writing by the parties, neither party may commence any action at law or equity until the mediation provided herein has been concluded.

6. **EMPLOYMENT PRACTICES:** Consultant shall not discriminate in his performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. The Consultant will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

7. **TITLE TO DOCUMENTS:** Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitation on their use.

8. **RECORDS OF PERFORMANCE:** Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for a period of three (3) years from the date of final payment.

9. **ASSIGNMENT:** The Agreement shall not be assigned by the Consultant in whole or in part, without the written consent of the City.

10. **PAYMENT:** Consultant shall submit itemized monthly statements/invoices for work performed. Payment shall be made based upon approval of the statement/invoice. City shall make payment to the consultant within thirty (30) days after receipt and approval of such statement/invoice.

11. **FEDERAL AND STATE RULES AND REGULATIONS:** In the event the Request for Proposal to Provide Professional Consulting Services cites any federal or state financial assistance involved in the project for which professional services are provided, the Consultant shall have the duty of performing under the Agreement in accordance with applicable federal and state laws, rules and regulations.
12. **CORRECTION OF WORK:** The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand without cost to the City.
13. **INSURANCE REQUIREMENTS** - Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$2,000,000 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. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions Liability: \$2,000,000 per occurrence for Design or Construction and \$250,000 for Non-Design or Construction.

- E. I certify that in the performance of the scope of work outlined in this agreement, I shall not employ any person in any manner so as to become subject to the Workers Compensation laws of California.

(Consultant to initial, if applicable)

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The City, its officers, officials, employees are to be covered as insured as respects: liability to the extent caused by the negligent operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant'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 by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

- 14. SUBCONTRACTING:** None of the services covered by this contract shall be subcontracted without the prior written consent of the City. Execution of this AGREEMENT shall constitute consent by the City for Consultant to subcontract portions of the work covered by this AGREEMENT to the firms identified in the Scope of Work (Exhibit A). Services of this AGREEMENT shall be performed for City in fulfillment of the obligation of City. It is understood that Consultant's responsibility will be to City. Accordingly, Consultant shall provide services so as to be as accurate and objective as possible. It is further agreed that in all matters pertinent to this AGREEMENT Consultant shall act as Consultant only to City and shall not act in any capacity as Consultant to any other individuals or entities affected by the plan prepared under this AGREEMENT in any manner that would conflict with Consultant's responsibility to City during the course of the plan's preparation.
- 15. COVENANT AGAINST CONTINGENT FEES:** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 16. DELAYS AND EXTENSIONS:** The Consultant will be granted time extensions for delays beyond Consultant's control. Extensions will be equal to the length of the delay or as agreed by the City and Consultant. In such event, compensation as set forth in the scope of services shall be subject to renegotiation upon written demand of either party to the agreement.
- 17. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING:** No waiver modification of this AGREEMENT, or any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by the parties to be charged therewith. Modifications to the Scope of Work may be made administratively if set forth in writing and signed by each party's duly authorized representative; provided, however, that any modification which either increases the cost to City of Consultant's performance under this AGREEMENT or alters the basic purpose of the AGREEMENT may be made only with a prior written approval of City Council and a principal of Consultant. Furthermore, no evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this AGREEMENT, or the rights or obligations of any party hereunder, unless such waiver modification is in writing, duly executed as aforesaid. Provisions of this paragraph may not be waived except as herein set forth.
- 18. CONTRACT GOVERNED BY STATE LAWS OF CALIFORNIA:** This AGREEMENT and performance hereunder, and suits and special proceedings hereunder,

shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, or in connection with, or by reason of this AGREEMENT, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

19. **BINDING EFFECT OF AGREEMENT:** This AGREEMENT shall be binding on and enure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns, except as provided above.
20. **CONSULTANT'S ENDORSEMENT:** The Consultant will endorse plans, specifications, reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.
21. **HOLD HARMLESS:** Consultant shall defend, indemnify and hold harmless City and its officers, officials, employees from and against all claims, damages, losses and expenses including attorney fees to the extent caused by the negligent performance of the work described herein, caused by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
22. **RELATIONSHIP OF PARTIES:** The parties intend that Consultant, in performing services herein specified, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He shall be free to contract for similar services to be performed for others while he is under contract with the City. Consultant is not to be considered an agent or employee of City, and is not entitled to participate in any pension plans, worker's compensation insurance, or similar benefits that City provide for its employees.
23. **PERMITS AND LICENSE:** Prior to execution of the Agreement, the Consultant shall obtain and maintain throughout the contract period a valid City municipal business license.
24. **LAWS TO BE OBSERVED:** Throughout the term of this Agreement, the Consultant shall keep himself fully informed of and shall comply with all state and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the use of equipment, safety requirements, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, subcontractors, and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work and shall defend and indemnify the City, and all of its officers, officials, employees and volunteers, the design engineer, and the Engineer against any and all claims or liability arising from or based on the violation of any such

law, ordinance, regulation, order, or decree, whether by himself, his subcontractors, or his employees.

- 25. CONTRACT TERMS TO BE EXCLUSIVE:** This document is the entire Agreement between the parties and it incorporates or supersedes all previous Agreements describing the terms and provisions of the Agreement for Services.

EXHIBIT A

SCOPE OF WORK

1. The AUTHORITY agrees to assist with administration of CITY waste reduction programs as follows:

A. AB939 Implementation and Compliance.

The AUTHORITY shall assist the CITY in providing CalRecycle compliance services on behalf of the CITY in conformity with the requirements of AB939, as codified in Public Resources Code Division 30 Integrated Waste Management Act and Title 14 California Code of Regulations, Division 7, Chapter 9, Section 18700 et.seq. Such compliance services shall include the following activities:

- 1) Local Task Force. As required by PRC Section 40950, the AUTHORITY shall convene the Local Task Force every five years or as necessary to assist in coordinating the update of CITY source reduction and recycling elements, the county source reduction and recycling element, and to assist in updating of the countywide siting element. The membership of the task force shall be determined in conformity with the requirements of Section 40950. The AUTHORITY shall ensure that the task force carries out its statutory responsibilities.

- 2) Annual Reporting to CALRECYCLE. The AUTHORITY shall prepare an annual report as required by PRC Section 41821, according to the procedures and requirements of Title 14, CCR, Sections 18794.0 through 18794.5. The report shall be due to CalRecycle by August 1 of each year and shall encompass the previous calendar year, January 1 to December 31, inclusive. The report shall provide a thorough and comprehensive summary of CITY progress in reducing solid waste as required by PRC Section 41780.

The AUTHORITY shall submit a draft report to CITY at least two weeks prior to submittal to the CalRecycle for CITY review. The CITY may request or stipulate AUTHORITY revisions to the report during this review process. The AUTHORITY shall submit the final report to CalRecycle on behalf of CITY by August 1 of each year or, in the case of postponement by CalRecycle, by the due date required by CalRecycle, and shall provide copy of same to CITY.

B. Outreach and Promotional Activities.

The AUTHORITY shall continue to assist the CITY in providing coordinated and cooperative regional outreach and promotional activities including but not limited to new and ongoing waste reduction programs, hazardous waste collection events

and satellite drop off sites, and other waste reduction events and programs as needed

C. Food Waste Diversion Project.

The AUTHORITY shall assist the CITY in coordinating efforts with the CITY on developing a food waste diversion facility located in Eureka. The AUTHORITY will coordinate with consultants and other jurisdictions as needed to explore the feasibility of such a facility.

2. In addition, should funding remain or additional funding become available, the AUTHORITY agrees to assist with administration of the following CITY waste reduction programs as follows:

A. California Beverage Container Recycling Fund Activities.

The AUTHORITY may assist the CITY in providing waste reduction activities, as approved by the CITY, and in compliance with the provisions of California Public Resources Code Section 14581. Eligible activities may include, but are not necessarily limited to, support for new and existing curbside recycling programs, public education promoting beverage container recycling, waste audits, cooperative regional efforts among two or more cities or counties, or both, or other beverage container recycling programs.

B. Construction and Demolition Debris Facility.

The AUTHORITY may coordinate with consultants and other jurisdictions as needed to explore the feasibility of a construction and demolition debris facility, and may develop a model ordinance to assist Eureka and other jurisdictions.

3. Used Oil Program

The AUTHORITY shall continue to act as the lead agency authorized to secure grant funds and implement the regional Used Oil Block Grant Program and Waste Tire Cleanup and Amnesty Event Grant Program in coordination with the CITY and other local jurisdictions.

4. Reports

The AUTHORITY shall submit to CITY by July 1 of each year for CITY approval a project/program list outlining the selected activities for the upcoming fiscal year. All reports required to be submitted to CITY as indicated in this section shall be provided to:

Director of Public Works
City of Eureka
Public Works Department
531 K Street, Eureka, CA 95501
707-441-4203



Staff Report

DATE: June 28, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 5)
Continue Board Discussion and Provide Direction for the Consideration and Development of the Long-Term Transportation and Disposal of Municipal Solid Waste.

RECOMMENDED ACTION: Voice vote.

- 1.) Review and confirm direction from the June 20 Board meeting for the consideration and development of the Long-Term Transportation and Disposal of Municipal Solid Waste; and 2) Continue Board Discussion and provide additional direction as appropriate; and 3) Establish and designate representatives to serve on a RFP Evaluation Committee.

DISCUSSION:

HWMA has multiple disposal and associated transportation contracts related to the long term disposal of municipal solid waste, several of which will expire June 2014. The Authority has initiated a process to secure long-term landfill disposal of municipal solid waste. At the June 20th Board meeting, the Board received a presentation from Bruce Murphy of IntelliWaste, outlining the approaches and options available to the Authority for securing new long-term landfill transportation and disposal agreements. Following Board discussion, staff was directed to present options for an open RFP's and agreements which would allow disposal companies to bid both disposal and transportation, and allow transportation companies to bid separately.

Staff requests that the Board review and confirm the general direction received at the June 20th meeting, continue discussion and provide direction as appropriate. Additionally, staff requests that the Board consider formation of a RFP Evaluation Subcommittee comprised of two HMWA Board member(s), HWMA staff and minimum of two Member Agency staff members whose responsibility will be charged with *“reviewing the draft RFPs and Agreements for completeness prior to September 2013, evaluate RFP’s submitted by proposers and provide scoring and ranking of proposals to provide a recommendation for the Board’s consideration”*.

Next Steps: Based on the Board’s final direction at the July 11 meeting, the Board will be presented with a draft RFP and Agreement template for its consideration at the September 12, 2013 meeting.

Primary Tasks and Preliminary Board Action Time Line

| Tasks | Target Date |
|---|---|
| 1. Present Disposal and Transportation Procurement Approaches and Agreement Options to Authority Board | June 20, 2013 (complete) |
| 2. Board Provide Specific Direction to Staff in accordance with the preferred alternative(s), formation and charge for a subcommittee or working group. | July 11, 2013 (pending) |
| 3. Staff to work with the subcommittee/working group to develop a draft RFP – meet as necessary | <i>Summer of 2013</i> |
| 4. Present Draft RFPs and Ranking Criterion for Board Consideration | September 2013 |
| 5. Prepare Final Disposal and Transportation RFP(s) and Agreements; Public Release | September – December 2013 <i>(Proposals Circulated and Response Due)</i> |
| 6. Pre-Proposal Meeting, Follow-Up Questions, Staff Meetings. | <i>On-going</i> |
| 7. Review and Analyze Proposers RFP Response | January - March |
| 8. RFP Vendor Recommendation and Presentation to the HWMA Board | April 2014 |
| 9. Negotiate Contract with Preferred Vendor | June 2014 |

FISCAL IMPACT:

Terms and conditions of said agreements and future costs may increase over current costs due to increased disposal and transportation costs and projected decreasing disposal tonnage.

It is typical in the waste industry that public entities that procure for solid waste services require the bidder who is awarded the contract to pay for all related consulting fees and costs associated with RFP development, circulation and negotiations for landfill and transportation services will be recovered through the final landfill/transportation Agreement(s).

ALTERNATIVES:

Board's Discretion

STRATEGIC PLAN OBJECTIVE:

Strategy 1.1 – “Secure Long-Term Disposal Capacity”

Note: The June 20th staff report is available at <http://www.hwma.net>



Staff Report

DATE: June 6, 2016

FROM: Jill Duffy, Executive Director

SUBJECT: Item 6)
Receive Staff Report Proposing Development of Legislative Guidelines and Process to Present Letters for Support or Opposition for Board Consideration;

RECOMMENDED ACTION:
Discuss and Provide Direction.

DISCUSSION:

HWMA regularly receives requests to submit letters of support or opposition regarding proposed state legislation. Staff is proposing that the Board initiate discussion on this matter to provide appropriate direction. Specifically, staff is seeking the Board's level of interest for HWMA to adopt positions on appropriate legislation. Depending upon the Board's response, staff will present a proposed process and legislative guidelines at a future meeting.

The purpose of letters of support or opposition is so HWMA is able to express an opinion to our state and federal representatives on priority issues and matters that impact the Authority's ability to operate effectively. At the July 11 Board meeting, staff requests that the Board discuss and decide whether HWMA should consider letters that take positions of support or opposition.

1. If the Board's determination is 'No' – the matter is concluded.
2. If the Board's determination is 'Yes', direct that staff return at a future meeting with a proposed process and draft legislative guideline for Board discussion.

FISCAL IMPACT:
No Direct Impact –

ALTERNATIVES:
The Board's discretion.



Staff Report

DATE: July 2, 2013
FROM: Jill K. Duffy, Executive Director
SUBJECT: Item 9)
Executive Director's Report

RECOMMENDED ACTION:

Receive Executive Director's Report as Information, Comment as Appropriate.

ITEMS: -

Please note this report is abbreviated due to the close timing between the June 20th and July 11th meeting.

Administration

The Executive Director continues working closely with HWMA's legal counsel, engineering consultants and Recology on matters pertaining to the NRWQCB's Clean Up and Abatement Order for the Burn Dump issued on April 26th.

A letter requesting release of the Cummings Road Landfill Phase 1 Closure retention funds has been submitted to Cal Recycle in the amount \$987,047.03. Payment should take approximately one month to be approved and received from the funds held in trust by Union Bank.

Cummings Road Landfill

Landfill staff will be clearing vegetation from the diversion trench over the summer as part of the maintenance activities and beginning to prepare for Phase II Closure activities.

Food Collection Pilot/Digester Project

The digester proposal evaluation continues moving forward. Proposers were sent follow-up questions and a short list is being formed. Shortlisted proposers/firms are expected to be interviewed by the technical advisory team on July 22nd.

HWMA staff is available to provide background information on this project so that new Board members can be informed of the project details and the process to date. Please contact Juliette Bohn at jbohn@hwma.net to schedule a meeting. Similarly, if any organization or member of the public is interested in the same information, please contact HWMA and we will set up a short presentation /discussion session about the digester project.

In other organic waste diversion news, HWMA released a Request for Qualifications for Organic Waste Collection Optimization. The purpose of this work is to develop and evaluate alternative waste collection routes to determine the most cost-efficient organic waste collection strategy.

This contract is funded through the EPA Climate Showcase Communities grant. Currently, 12 tons per week of food waste and food soiled paper is diverted through the Pilot Food Waste Collection Program. Other compostable materials such as unpainted lumber and dry wall are diverted off the tip floor and composted with the food waste. The local collection and processing of organic materials will enable Humboldt County to reduce waste sent to out of county landfills by 1/3 and can help to stabilize waste management costs.

Hazardous Waste

- **June 22nd** - Arcata HHW on HSU Campus' 141 attendees, 14,350 pounds received
- **June 29th** Fortuna's first ever HHW event at City of Fortuna Corp Yard , 234 attendees, 20,300 pounds received (averages to 85 lbs/vehicle), media coverage, and HWMA appreciates the excellent support by City of Fortuna staff. Total participants was 234 attendees, with 150 Fortuna participants (64%!).
- **July 6th** Hawthorne Street monthly HHW Red Shed was held July 6th, and attendance figures will follow.
- **Outreach:** In addition to print and electronic media outreach aimed at mobile events, the TV Ad campaign encouraging use of our Recycling Center for free disposal of all non-Freon appliance and reduced prices on electronic wastes has been airing since late June. In addition, another spot encouraging the recycling of Used Oil has been running concurrently. Rumor has it that the dark, sardonic voice of the narrator may have affiliation with HWMA.
- **Grants:** HHW Grant HD 20 is open and running, with early spending including the above noted Fortuna HHW event (expenditures to follow), purchasing of 24 Hazwaste carts, and refurbishment of our sandwich board signs. The Grant Agreement for the Waste Tire Grant is expected very soon, and a kick off Free Tire Amnesty Day could occur in Eureka as early as Mid-August. The Medical Sharps Grant, Round Two, awarded us an additional 10 cases (1,000 sharps containers) of the quart size. DOC beverage container monies are assisting with purchase of Recycling Containers at Redwood Acres Fair Grounds in Eureka and Humboldt County Fair Grounds in Ferndale.
- **Contracts:** Work progresses on the AB-939 Provision for Services contracts held with City of Eureka and County of Humboldt. The County of Humboldt agreement will be presented for the Board's consideration at the September Board meeting.