



**BOARD OF DIRECTORS**

Sofia Pereira, City of Arcata, Chair  
Jack Thompson, City of Rio Dell  
Natalie Arroyo, City of Eureka, Vice-Chair  
Adelene Jones, City of Blue Lake  
Michael Sweeney, City of Ferndale  
Rex Bohn, County of Humboldt

**Agenda**

**Thursday, November 10, 2016 at 5:30 PM**

**Eureka City Council Chambers**

**531 K Street, Eureka, CA**

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

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

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

**2. 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 October 13, 2016 HWMA Board of Directors Meeting.
- b. Approve Agreement for Stericycle Environmental
- c. Approve Part-Time Scale-House Position and Revised Organization Chart
- d. Approve Revision to HWMA Joint Powers Agreement
- e. Approve Amendment Number 1 to Extend Employment Agreement with Executive Director Jill Duffy

**3. 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.

**4. Receive and File FY 2015-16 Audit**

**5. Approve Proclamation Recognizing Jack Thompson**

**6. Board Member Reports**

**7. Executive Director's Report**

- 8. Closed Session:** It is the intention of the Board of Directors to meet in closed session for one item:
  - a. Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54957.

**9. Adjourn**

**BOARD OF DIRECTORS**

Jack Thompson, City of Rio Dell  
 Natalie Arroyo, City of Eureka, **Vice Chair**  
 Adelene Jones, City of Blue Lake  
 Sofia Pereira, City of Arcata, **Chair**  
 Michael Sweeney, City of Ferndale  
 Rex Bohn, County of Humboldt

**Minutes**

**Thursday, October 13, 2016 5:30 PM**  
**Eureka City Council Chambers**  
**531 K Street, Eureka, CA**

Present: Jack Thompson, Natalie Arroyo, Michael Sweeney, Adelene Jones, Sofia Pereira  
 Absent: Bohn  
 Staff: Jill Duffy, Tyler Egerer, Brent Whitener  
 Legal Counsel: Nancy Diamond

Audio Recording of Proceedings: [https://archive.org/details/AH-hwma\\_10-13-16](https://archive.org/details/AH-hwma_10-13-16)

Recordings of the meetings of the HWMA Board of Directors are provided for information only, and should not be considered official records of the HWMA. The Actions of the HWMA Board of Directors are recorded below and, following approval by a majority of the members of the Board, are the official record of the Board's actions for the meeting date noted above.

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

**Chairwoman Pereira** called the meeting to order at 5:30 p.m. A quorum was present and acting.

**2. Consent Calendar**

- a. Approve Minutes from the September 8, 2016 HWMA Board of Directors Meeting.
- b. Receive August Fiscal Year 2016-17 Financials
- c. Approve Final Capital Improvement Plan (2017-2023)
- d. Consider Nominees for Appointment to the North Coast Recycling Market Development Zone (NC-RMDZ) Zone Management Team
- e. Approve Stericycle Transportation and Disposal of Hazardous Wastes Agreement
- f. Declare Landfill Polaris Series 11 All-Terrain Vehicle Surplus and Authorize Executive Director to Sell Surplus Equipment

**Chairwoman Pereira** opened the floor to public comment regarding the Consent Calendar. No comment was received.

**Chairwoman Pereira** closed the floor to public comment.

**Motion:** Director Sweeney Moved and Director Thompson Seconded to Approve the Consent Calendar.

**Action:** Approve the Motion as made by Director Sweeney and seconded by Director Thompson by the following vote:

**Ayes:** Pereira, Arroyo, Thompson, Sweeney, Jones

**Nays:** None

**Absent:** Bohn

**3. Oral and Written Communications**

**Chairwoman Pereira** opened the floor to public comment regarding items not on the agenda. No comment was received.

**Chairwoman Pereira** closed the floor to public comment.

**4. Board Member Reports**

**Reports were received** from the following Directors:

**Director Pereira**, regarding the first zero waste working group and a request for the Board to appear in a photo with reusable items following the meeting.

**Director Jones**, regarding the last City of Blue Lake free greenwaste day.

**5. Executive Director's Report**

**The Board received** a brief verbal report from Executive Director Duffy.

**6. Closed Session:** It is the intention of the Board of Directors to meet in closed session for three items:

- a. Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54957.
- b. Real Property Negotiations pursuant to Government Code 54956.8: Property APN 507-382-12, HWMA Negotiator – Executive Director, Property Negotiator – Wes Green.
- c. Pending litigation California Government Code 54956.9(a); Hogan v HWMA (Humboldt County Superior Court Case No. DR160325), conference with legal counsel.

**Chairwoman Pereira** opened the floor to public comment regarding Closed Session items. No comment was received.

**Chairwoman Pereira** closed the floor to public comment.

**Motion:** Director Jones Moved and Director Arroyo Seconded to Adjourn to Closed Session

**Action:** Approve the Motion as made by Director Jones and seconded by Director Arroyo by the following vote:

**Ayes:** Pereira, Arroyo, Thompson, Sweeney, Jones

**Nays:** None

**Absent:** Bohn

**The Board** adjourned the meeting to Closed Session at 5:41 p.m.

**No Report Out** was made from Closed Session.

**7. Adjourn**

**Chairwoman Pereira** adjourned the meeting following Report Out from Closed Session.

**Next Meeting:** November 10, 2016 at 5:30 p.m. at Eureka City Hall Council Chambers.



***Staff Report***

**DATE:** November 10, 2016

**FROM:** Brent Whitener, Director Operations and Facilities Management

**SUBJECT:** Item 2b)  
Approve Stericycle Environmental Solutions and HWMA Agreement for Household Hazardous Waste (HHW) Transportation and Disposal Services.

**RECOMMENDED ACTION:** That the Board of Directors:

- 1) Approve the agreement between HWMA and Stericycle Environmental Solutions, for a period of three-years; and
- 2) Authorize the Executive Director to execute and agreement with Stericycle to secure household hazardous waste transportation and disposal services.

**DISCUSSION:**

The Board selected Stericycle Environmental as the successful firm in the HHW RFP process at the September 8, 2016 Board meeting and directed the Executive Director, General Counsel and Stericycle to develop agreement language. This completed agreement is being brought back before the Board for final approval preceding execution by the Authority.

This item was pulled from the October 13, 2016 Board meeting to be continued to this meeting in order to address some contract language issues. The agreement package now before you has been reviewed by the Authority's Legal Counsel and executed by Stericycle.

**FISCAL IMPACT:**

This agreement will be implemented immediately. Typical budgeted annual cost is currently about \$200,000.00 per fiscal year. This is a three-year agreement with two one year mutually agreeable extensions available. Prices for services remain constant through the term of the agreement. The HHW team has become very proficient at controlling costs under these contracts for HHW services.

**ALTERNATIVES TO RECOMMENDED ACTION:**

1. Reject the agreement language and re-negotiate or re-open the contract solicitation process. This agreement mirrors its predecessors and should serve the Authority well over its term and as such, staff does not recommend rejection.

**ATTACHMENT:**

Stericycle/HWMA HHW Agreement

**AGREEMENT BETWEEN  
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY  
AND  
STERICYCLE ENVIRONMENTAL SOLUTIONS  
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 Stericycle Environmental Solutions, Inc., a Delaware corporation (hereinafter referred to as "Contractor" and "Stericycle"). This Agreement is effective as of \_\_\_\_\_, 2016 ("Effective Date").

**WHEREAS**, on July 15, 2016, the Authority released a Request for Proposals ("RFP") for Household Hazardous Waste management services to include the 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**, Stericycle submitted a responsive proposal indicating its qualifications and experience to perform such services;

**WHEREAS**, on September 8, 2016 the Authority Board awarded the contract for Household Hazardous Waste management services to Stericycle 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 Scope of Work, attached hereto as Exhibit "A" and incorporated herein, and the Rate Sheet, attached hereto as Exhibit "B" and incorporated herein ("Price List"). 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.
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 which 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. The contractor shall communicate with the Authority as to the intent and ability to remedy the problem and dispose of the material or return the Non-conforming waste container to the Authority.

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

Marc Winkler  
HHW Operations Manager  
11855 White Rock Road  
Rancho Cordova, CA 95742  
Cell: 916-500-1884  
Fax: 916-351-1707

8. **Indemnification.**

- a. **General.** Contractor shall indemnify, hold harmless, protect and defend with legal counsel reasonably 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 to the extent resulting directly or indirectly from the 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 reasonably 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, to the extent 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.

- 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. Stericycle 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 Stericycle.

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

**HUMBOLDT WASTE  
MANAGEMENT AUTHORITY**

\_\_\_\_\_  
 Jill Duffy, Executive Director  
 \_\_\_\_\_  
 Date

DESIGNATED REPRESENTATIVE:

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

**STERICYCLE ENVIRONMENTAL  
SOLUTIONS, INC**

\_\_\_\_\_  
 Name:  
 Title:  
 \_\_\_\_\_  
 Date

DESIGNATED REPRESENTATIVE:

Marc Winkler  
 HHW Operations Manager  
 11855 White Rock Road  
 Rancho Cordova CA 95742  
 Fax: 916-351-1707  
 Cell: 916-500-1884  
 Marc.Winkler@stericycle.com

## Exhibit A: Scope of Work:

- A. To providing transportation disposal, and treatment and/or recycling of hazardous waste received at the Humboldt Waste Management Authority's Hawthorne Street Transfer Station Household Hazardous Waste building located at 1059 West Hawthorne Street, Eureka, CA 95501.
1. The Contractor will provide the Authority with supplies and materials in support of the hazardous waste management including drums, boxes, and other packaging materials, as well as manifests, bills of lading, and labeling required for the legal transport and disposal of household hazardous wastes including, but not limited to RCRA hazardous wastes, PCB containing waste, and non-RCRA waste.
  2. The Contractor will provide for the receiving of certain drums and boxes of hazardous materials for appropriate shipment and disposal. Supplies will be invoiced and billed separately from transported wastes.
  3. HWMA reserves the right to ship any waste stream through another hauler at its discretion.
  4. The Authority typically ships about eight to twelve loads per contract year, each load with approximately eighty-five drums and fifteen UN cubic yard boxes of household hazardous materials. Scheduling of shipments will be in joint agreement between the Authority and the Contractor. The scheduling of shipments and shipping/supply requirements shall be coordinated with Household Hazardous Waste Facility staff or the Director, Operations and Facilities.
  5. HWMA will provide at minimum of 10 working days' notice to establish a pickup date. Contractor will send a truck to HWMA's facility to pick up hazardous waste that has been packaged by HWMA. Truck will also deliver supplies requested by HWMA. Contractor will prepare manifests for HWMA to sign. Contractor's driver will assist HWMA in unloading supplies, loading waste, and ensure that waste containers are properly labeled and identified to meet Contractor's specifications and complete Uniform Hazardous Waste Manifests for HWMA.
  6. Contractor shall transport, store, recycle, treat, fuel blend, landfill and/or incinerate HWMA's hazardous waste at facilities that have been identified to HWMA and approved by HWMA in accordance with all local, state and federal laws. Contractor shall dispose of all hazardous wastes at California Department of Toxic Substance Control (DTSC) or Environmental Protection Agency (EPA) registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's). Contractor will provide HWMA with EPA ID numbers and contact phone numbers of all identified facilities utilized to accept and process this material.
  7. For all TSCA-regulated PCB containing wastes, Contractor shall comply with all

reporting and other requirements in state and federal regulations addressing PCB materials.

8. Contractor shall use a hazardous waste manifest when transporting wastes that are shipped from HWMA to TSDF's. Contractor shall consider HWMA the generator for manifesting purposes. Contractor shall ensure that TSDF's send signed manifest copies (in compliance with California Code of Regulations Title 22 Division 4.5) to HWMA within standard processing times.
9. Contractor will provide waste profiles for each waste stream shipped out. These profiles will include at a minimum: description of waste; packing requirements; method of disposal; applicable waste codes; and shipping requirements. Waste profiles will be updated on an annual basis or when information has changed or a new waste is identified.
10. HWMA is an active participant in the California PaintCare Program and intends to send HWMA's program qualified paint through that program. Contractor will be responsible for disposal of all paint and paint related materials that do not qualify for the program.
11. The Contractor will provide certificates of disposal for all waste removed from the site in a timely manner.
12. Contractor will make every effort to communicate to HWMA verbally, by electronic mail, or hard copy any issues that arise in a timely manner. If no direct communication is received by HWMA, contractor assumes all liability for errors that may have occurred.

#### B. Contractor Responsibilities

1. The selected Contractor must be a full-service vendor and shall provide to the Authority all labor materials, equipment, supplies and expertise necessary to conduct a successful program for the collection and disposal of household hazardous waste. Performance of these services shall be in full compliance with all applicable Federal, State and local laws, rules, regulations, and orders, including, but not limited to, the Resource Conservation and Recovery Act, Occupational Safety & Health Administration, and regulations, rules and orders of the U.S. Environmental Protection Agency, California Department of Transportation, California Department of Toxic Substances Control, and the California Highway Patrol.
2. The Contractor shall be, or shall subcontract with, a Registered Hazardous Waste Hauler pursuant to California Health and Safety Code Section 25163 at the time of award, and such registration shall be maintained throughout the duration of the agreement with the HWMA. The bidder shall indicate in the proposal what subcontractors will be used, if any, and provide information on their background, experience, training, insurance, licenses and permits. Explain what role the subcontractor will play in the event of implementation.

3. It is the Authority's intent to accept all types of hazardous waste as allowed by applicable laws and regulations and that have reasonable handling and disposal costs. In addition to limits established by applicable laws and regulations, the Authority reserves the right to further limit types of hazardous wastes that they cannot accept as well as maximum acceptable quantities for each type of acceptable waste.

Authority Point of Contact:

Brent Whitener, Director, Operations and Facilities  
1059 W Hawthorne Street, Eureka, CA 95501  
Phone 707-268-8680 e-mail [bwhitener@hwma.net](mailto:bwhitener@hwma.net)

Contractor Point of Contact:

Marc Winkler, HHW Operations Manager  
11855 White Rock Road, Rancho Cordova, CA 95742  
Cell phone 916-500-1884 e-mail [Marc.Winkler@Stericycle.com](mailto:Marc.Winkler@Stericycle.com)

**EXHIBIT "B"**  
**RATE SHEET**  
*(attached)*







## *Staff Report*

**DATE:** November 10, 2016

**FROM:** Jill K Duffy, Executive Director

**SUBJECT:** Item 2c)  
Permanent Part-Time Scale Attendant

### **RECOMMENDED ACTION:**

- 1) Consideration and Approval to Increase Scale House Support with a Permanent Part-Time Scale Attendant; and
- 2) Approve Revised HWMA Organization Chart.

### **Discussion:**

The Authority has 4.25 full-time employees assigned to work in the Tip Floor Scale-House and Recycling Scale House during regular business hours (12-hours daily for Tip Floor Scale-House, and 8-hours daily for Recycling), seven days a week. The Tip Floor Scale-House is staffed with a minimum of two personnel and the Recycling Scale-House has one personnel at all times.

The re-organization of January 2016 consolidated Tip Floor and Recycling Scale employees into one division resulted in scheduling efficiencies and coverage, and cross training so all Authority scale house employees could work in either scale house. Due to the variable scale house responsibilities (paying for disposal or paying out for CRV Buy-Back) and the different software operational and reporting systems, employees had not been previously cross trained. The consolidation has improved staffing coverage and knowledge; however adequate staffing coverage remains lean.

When back-up staffing is necessary for lunch/break coverage, sick or vacation leave, the account clerks from the Business Office or the Director of Finance and Administrative Services (Director F&AS) provide necessary back-up. On October 14<sup>th</sup>, a long serving Account Clerk employee retired from the Authority, which further reduced available back-up coverage. For the past month, the Director of F&AS has been providing coverage one day each weekend, in addition to his regular weekday duties.

To relieve this constraint, staff is requesting the Board approve a Permanent Part-Time Scale Attendant position. The position would enable coverage of two 8-hour shifts weekly, with a potential for up to two more days of coverage as available/needed. Approval of this position would also enable office staff to work with minimal disruption to their regular duties and provide equitable scheduling benefits for all Scale Attendant staff.

Authority Policy Section 2080.4 defines a “Part-time” employee as one who is hired to work within any job classification, and works fewer than 32 hours weekly. Furthermore, Section 2080.4.1 states “*A part-time employee will receive not less than the minimum rate for the job, but will not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature, nor will he/she accrue seniority or leave of absence rights*”; however, several State and Federal labor policies have changed significantly since the Authority’s policy was last updated. Staff and General Counsel are working on revising and updating the Policy Handbook, and will ensure that any employee hired in a part-time capacity will receive benefits adhering to current State and Federal requirements.

**Financial Impact:**

A Part-Time Scale Attendant, earning benefits commensurate to a part-time worker per Authority policy, would cost the Authority approximately \$32,000 per year, comprised of wages totaling an estimated \$19,698, with the remainder covering partial benefits commensurate to a part-time position (including, at a minimum, PERS benefits and coverage under the Authority’s worker’s compensation insurance).

For the first year, the Authority expects to see a salary savings resulting from the retirement of the Account Clerk.

**Attachments:**

- A) HWMA Organization Chart, November 2016 (with updated positions)



HUMBOLDT WASTE  
MANAGEMENT AUTHORITY

*Staff Report*

**DATE:** October 6, 2016

**For Meeting Of:** November 10, 2016

**FROM:**

**SUBJECT:** Item 2d)

Adopt Resolution No. 2017-06 Adopting Third Amendment to the HWMA Joint Exercise of Powers Agreement.

**RECOMMENDED ACTION:** Roll Call Vote\*

Approval of Resolution 2017-06 requires a vote of 5 members of the Board.

**DISCUSSION:**

This matter is presented to the Board, initially at the request of the Authority's Executive Committee, for consideration to adopt cleanup revisions to the HWMA Joint Exercise of Powers Agreement ("Agreement"). Under the terms of the Joint Exercise of Powers Agreement (see Sections 12 and 8.9(c)), amendments that **do not** require any member agency to contribute funds to the Authority or become directly or contingently liable for Authority debts, liabilities or obligations can be adopted by 5/6 vote of the Board without consent of the member agencies. The revisions brought forward for Board consideration at this time would not require financial contributions or create member agency liability. Therefore, these proposed changes would not require separate member agency consent.

The Agreement was adopted in 1999, amended in 2002 and 2012, and the attached redline version (Exhibit A) of the Agreement incorporates these revisions. Since 2002, the Authority has evolved with the result that certain provisions in the Agreement are now outdated.

The Section 4.5 and 4.6 Agreement details the establishment of an Executive Committee consisting of the Member City and County Managers, or their designees, to oversee implementation of the agreement and management of the Authority. The Executive Committee is charged with advising the HWMA Board on a variety of matters, and are to meet as necessary, but not less than quarterly. Currently the Executive Committee Chairman is Kyle Knopp (*Rio Dell*), and the Vice-Chair is Greg Sparks (*Eureka*).

The proposed amendment includes the following:

1. Retention of the committee, re-purposed as the "Executive Advisory Committee".
2. Removes specific operational and policy, contract negotiation, and annual evaluation responsibilities.
3. Clarifies review and recommendation responsibilities of the operating and capital budgets, as well as Authority goals and objectives.
4. Clarification that the committee provides assistance to the Board in the recruitment for Executive Director.

5. Modifies the required meeting from quarterly to not-less-than annual meetings.

When the Authority was initially formed, Authority staffing consisted of a General Manager and two support staff, with all operational activities contracted out. The Executive Committee provided assistance, expertise, organizational guidance and was critical in shaping the organization that exists today. Over the last 10 years, the need for the Executive Committee to meet quarterly declined as the Authority developed the organization structure, staff capacity and the experience necessary to fulfill the Authority directives, and the Authority regularly utilizes the Authority's Technical and Advisory Committees for specific project coordination and development. For the past several years, the Executive Committee has convened annually for the general purpose of reviewing and providing recommendations regarding the draft annual budgets to the Board of Directors.

The Executive Committee reviewed Section 4.5 & 4.6 of the JPA at their March 2016 meeting, and determines Agreement amendment recommendations should be presented to the HWMA Board of Directors to clarify the role and responsibilities of the Executive Committee. At the direction of the committee, the Executive Committee Chair worked with Authority staff to develop a red-line version of discussed revision, provide a draft for the Executive Committee Chair's review and return to the Executive Committee at their scheduled meeting of April 21, 2016.

The item was presented at the April 21<sup>st</sup> Executive Committee meeting, however attending members continued the item so that the full committee would have the opportunity to weigh in on the proposed revisions. Authority staff attempted thru the spring and summer months to secure an additional meeting date, to no avail. The Executive Committee Chair convened a meeting for Thursday, October 6<sup>th</sup> at the Authority's Business Office. Two of the six Executive Committee members attended, therefore the meeting adjourned for lack of a quorum.

In consultation with the Executive Committee Chair and the Authority's General Counsel, staff presents to the HWMA Board the proposed JPA revisions (Section 4.5 and 4.5 - Executive Committee Responsibilities) to the HWMA Board of Directors.

**ATTACHMENTS:**

Attachment 1: Resolution 2017-06 Adopting Third Amendment to the HWMA Joint Exercise of Powers Agreement.

Exhibit A: Joint Exercise of Powers Agreement proposed revisions in redline and strikethrough.

**RESOLUTION NO. 2017-06**

**ADOPTING THIRD AMENDMENT TO  
HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**WHEREAS**, the members of the Humboldt Waste Management Authority (hereinafter referred to as the “AUTHORITY”) entered into a Joint Exercise of Powers Agreement on November 17, 1999, amended on April 8, 2002, and amended on June 14, 2012 (hereinafter, collectively referred to as the “AGREEMENT”), which agreement is in full force and effect; and

**WHEREAS**, the Board of Directors of the AUTHORITY desires to amend the AGREEMENT to update administrative provisions; and

**WHEREAS**, Section 12 of the AGREEMENT provides that it may be amended only by a written instrument; and

**WHEREAS**, Section 8.3(c)(5) of the AGREEMENT requires a vote of seventy percent (70%) of all members of the Board of Directors to approve any amendment to the AGREEMENT.

**BE IT THEREFORE RESOLVED**, the Humboldt Waste Management Authority JOINT EXERCISE OF POWERS AGREEMENT entered into on November 17, 1999 and first amended on April 8, 2002, and subsequently amended on June 12, 2012 is hereby amended as shown in the attached Exhibit A, incorporated herein, where strike through indicates deletions and double underscore indicates additions; and the Clerk is directed to integrate said amendments into the Joint Exercise of Powers Agreement.

**APPROVED:**

\_\_\_\_\_  
Chair of the Board

**CERTIFICATION**

I hereby certify that the foregoing is a true and correct copy of **Resolution No. 2017-06** passed and adopted at a regular meeting of the Humboldt Waste Management Authority, a joint powers authority of the State of California, held on the 10th day of November, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

**ATTEST:**

\_\_\_\_\_  
Jill K. Duffy Clerk of the Board

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

**TABLE OF CONTENTS:**

**SECTION 1. DEFINITIONS** ..... 1

**SECTION 2. FORMATION**

    2.1 HUMBOLDT WASTE MANAGEMENT AUTHORITY . . . . . 3

    2.2 Additions..... 3

    2.3 AUTHORITY Qualifications.....3

**SECTION 3. PURPOSE**

    3.1 General..... 4

    3.2 TRANSFER FACILITY..... 4

    3.3 Landfill Closure and Maintenance..... 4

    3.4 Common and Additional Powers..... 5

**SECTION 4. ORGANIZATION**

    4.1 Composition..... 5

    4.2 Principal Office..... 5

    4.3 BOARD..... 5

    4.4 DIRECTORS ..... 5

    4.5 EXECUTIVE ADVISORY COMMITTEE  
..... 6

    4.6 Technical and Advisory Committees..... 7

**SECTION 5. PERSONNEL AND ADMINISTRATION**

    5.1 Employees..... 7

    5.2 EXECUTIVE DIRECTOR ..... 7

**SECTION 6. POWERS**

    6.1 FACILITIES ..... 8

    6.2 Approved Powers..... 8

    6.3 Limitations ..... 10

    6.4 Noncompetition..... 10

    6.5 Possible Future Responsibilities and Duties ..... 10

    6.6 Individual MEMBER Services ..... 11

    6.7 Local Governing Body.....11

**SECTION 7. FINANCE**

    7.1 Assets, Rights, Debts, Liabilities and Obligations.....11

7.2	Budget.....	12
7.3	Rates.....	12
7.4	Financial Audit.....	13
7.5	Indemnity .....	13
7.6	Insurance.....	13
<b><u>SECTION 8. RULES OF CONDUCT</u></b>		
8.1	Bylaws.....	15
8.2	Officers and Committees .....	15
8.3	Voting .....	15
8.4	Quorum. ....	16
8.5	Disclosure of Closed Session Information .....	16
<b><u>SECTION 9. TERM.....</u></b>		
<b><u>SECTION 10. WITHDRAWAL.....</u></b>		
<b><u>SECTION 11. DISSOLUTION</u></b>		
11.1	Assets.....	17
11.2	REVENUE BONDS. ....	18
11.3	Effective.....	19
<b><u>SECTION 12. AMENDMENTS.....</u></b>		
<b><u>SECTION 13. FILING WITH THE SECRETARY OF STATE.....</u></b>		
<b><u>SECTION 14. NOTICES.....</u></b>		
<b><u>SECTION 15. SUCCESSORS AND ASSIGNS.....</u></b>		
<b><u>SECTION 16. SEVERABILITY.....</u></b>		
<b><u>SECTION 17. SECTION HEADINGS.....</u></b>		
<b><u>SECTION 18. ARBITRATION.....</u></b>		
<b><u>SECTION 19. LAW TO GOVERN.....</u></b>		
<b><u>SECTION 20. ENTIRETY.....</u></b>		
<b><u>SECTION 21. WAIVER.....</u></b>		

**HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT  
(SECOND AMENDMENT)**

**SECTION 1. DEFINITIONS**

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

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

"AGREEMENT" means this joint exercise of powers agreement, as it may be amended from time to time.

"AUTHORITY" means the HUMBOLDT WASTE MANAGEMENT AUTHORITY a joint exercise of powers authority created by the MEMBERS pursuant to this AGREEMENT.

"BOARD" means the BOARD of DIRECTORS of the AUTHORITY.

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

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767).

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

"EXECUTIVE ADVISORY COMMITTEE" means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees, ~~to oversee the implementation of this AGREEMENT.~~

"EXECUTIVE DIRECTOR" means the person appointed by the BOARD as the ADMINISTRATIVE OFFICER of the AUTHORITY'S administrative officer to manage the affairs of the AUTHORITY and to implement the policies of the BOARD.

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



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

“FINANCIAL OBLIGATIONS” means INDENTURE OBLIGATIONS, REVENUE BONDS and any other financial obligations or liabilities incurred by the AUTHORITY.

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

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

“INDENTURE OBLIGATIONS” means BONDS and PARITY OBLIGATIONS, which shall constitute REVENUE BONDS under the terms of this AGREEMENT.

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

"LANDFILL" means the Cummings Road Sanitary Landfill.

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

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

“PARITY OBLIGATIONS” shall have the meaning ascribed to such term in the INDENTURE.”

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

"REVENUE BONDS" means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the AUTHORITY from time to time pursuant to the GOVERNMENT CODE or any other applicable law in order to finance any facility owned and/or operated by the AUTHORITY, and/or any financial aspects of closed -LANDFILL maintenance.

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

"SOLID WASTE" means the type of wastes commonly collected by MEMBERS' franchised SOLID WASTE collectors including putrescible and nonputrescible solid, including garbage, trash, refuse, paper rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. SOLID WASTE does not include source separated recyclable or compostable materials intended for collection as part of a MEMBER's collection and/or recycling, reuse, reprocessing franchise. SOLID WASTE does not include any wastes defined as "hazardous wastes" under federal or state laws or regulations.

"TRANSFER FACILITY" means a SOLID WASTE facility, including any accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, for the receiving, processing, disposal, recycling and transportation of SOLID WASTE and the recovery of materials from such SOLID WASTES, which facility is owned by the AUTHORITY, by a MEMBER, or by a private entity, but in all events is available for use by the AUTHORITY or its MEMBERS, such that the waste is handled by the AUTHORITY'S transport and disposal system.

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

## **SECTION 2. FORMATION**

2.1 HUMBOLDT WASTE MANAGEMENT AUTHORITY. Pursuant to the GOVERNMENT CODE, the MEMBERS do hereby create, form and establish the AUTHORITY, a public entity to be known as the "HUMBOLDT WASTE MANAGEMENT AUTHORITY", it being understood that the BOARD shall be entitled

to change the AUTHORITY's name from time to time if it so chooses. The AUTHORITY shall be a public entity separate and distinct from each of the MEMBERS.

- 2.2 Additions. Any city or county may join the AUTHORITY, upon approval of the then-existing MEMBERS. Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all SOLID WASTE collected by the jurisdiction (if such jurisdiction provides collection services directly to its constituents) to the TRANSFER FACILITY for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the AUTHORITY, which direct its franchised hauler(s) to deliver all SOLID WASTE collected under such franchise(s) to the TRANSFER FACILITY for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the AUTHORITY for the delivery of SOLID WASTE to the TRANSFER FACILITY.
- 2.3 AUTHORITY Qualifications. It is hereby understood that the intent of the AUTHORITY is to require all present and future MEMBERS to covenant to take all actions possible to direct SOLID WASTE to the TRANSFER FACILITY and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the MEMBER with the right to direct all SOLID WASTE collected under any franchise collection agreement to the TRANSFER FACILITY.

### **SECTION 3. PURPOSE**

- 3.1 General. The AUTHORITY is formed to provide economical coordination of SOLID WASTE management services and efficiently and fairly assure against potential adverse effects of past SOLID WASTE management services within the SERVICE AREA. This Agreement is entered into by the MEMBERS in order: 1) that they shall jointly request proposals and contract for SOLID WASTE disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, transfer facilities and equipment, materials recovery facilities, waste to energy facilities, and/or solid waste landfills; B) preparing and implementing an Integrated Waste Management Plan and other planning documents which meet the requirements of the ACT; C) disposal of waste generated in the incorporated and unincorporated area of the County and the granting of franchises for waste hauling, as may be agreed to in writing and signed by any or all MEMBERS; D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and

construction/demolition wastes) and recycling market development.

- 3.2 TRANSFER FACILITY The general purpose **may** include, but is not limited to, the purpose of providing economical coordination of SOLID WASTE processing, transfer and disposal services of SOLID WASTE generated within the SERVICE AREA, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of a TRANSFER FACILITY.
- 3.3 Landfill Closure and Maintenance. The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed LANDFILL serving part or all of the SERVICE AREA for the general purpose of protecting the health and safety of the public within the SERVICE AREA and the specific purpose of protecting the general funds of the MEMBERS against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the AUTHORITY may include ownership and/or management of the LANDFILL during the final stages of the LANDFILL's active life, during closure, and thereafter if such is deemed essential, in the discretion of the BOARD OF DIRECTORS, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.
- 3.4 Common and Additional Powers The AUTHORITY's purpose also includes the establishment of the AUTHORITY as an independent joint powers entity to enable the MEMBERS to jointly exercise the common powers of the MEMBERS set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the GOVERNMENT CODE -upon all joint powers authorities.

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

- 4.1 Composition The AUTHORITY shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the SERVICE AREA which has joined pursuant to Section 2.2 and not subsequently withdrawn, and the County of Humboldt.
- 4.2 Principal Office The principal office of the AUTHORITY shall be established by the BOARD. The BOARD may change that principal office upon giving at least 15 days written notice to each MEMBER.

- 4.3 BOARD The AUTHORITY shall be governed by the BOARD of DIRECTORS, which shall exercise or oversee the exercise of all powers and authority on behalf of the AUTHORITY. The AUTHORITY BOARD of DIRECTORS shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal year, the BOARD shall appoint new officers. The appointment of the chairperson shall rotate among the MEMBERS of the AUTHORITY.
- 4.4 DIRECTORS.
- (a) The BOARD shall consist of the same number of DIRECTORS as the number of MEMBERS. Each MEMBER shall appoint one DIRECTOR. Upon execution of this AGREEMENT by a MEMBER, the MEMBER shall appoint its representative to the BOARD and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed DIRECTOR. Thereafter, vacancies shall be filled by the appointing MEMBER within thirty (30) days of the occurrence thereof. Each DIRECTOR and alternate shall be an elected official of the governing body of the MEMBER that he or she represents. If a DIRECTOR or alternate ceases holding any such elected position, he or she shall then cease to serve as a DIRECTOR or alternate. The AUTHORITY and the BOARD shall be entitled to rely on a written notice from the City Clerk (in the case of city MEMBERS) and the Clerk of the Board of Supervisors (in the case of county MEMBERS) as conclusive evidence of the appointment and removal of the DIRECTORS and/or alternates representing that MEMBER.
- (b) Each DIRECTOR and alternate shall hold office from the first meeting of the BOARD after appointment by the MEMBER, until his or her successor is selected by the MEMBER that appointed that DIRECTOR. Each DIRECTOR and alternate shall serve at the pleasure of the MEMBER that he or she represents and may be removed at any time, without cause, at the sole discretion of that MEMBER.
- (c) No compensation shall be received by any DIRECTOR or alternate unless expressly provided by resolution of the BOARD.
- 4.5 EXECUTIVE ADVISORY COMMITTEE There is hereby created an EXECUTIVE ADVISORY COMMITTEE which shall consist of the MEMBER City and County Managers, or their appointees or designees, to ~~oversee the implementation of this Agreement and the management of the Countywide authority. Said EXECUTIVE ADVISORY COMMITTEE shall~~ advise the BOARD EXECUTIVE DIRECTOR as herein specified below:

- ~~a) Develop operational priorities, policies and procedures for systems development, programs and operations to be submitted to the BOARD;~~
- ~~ba) Review and recommend to the BOARD an operating and capital budget, and review and comment on AUTHORITY goals and objectives.;~~
- ~~e) Negotiate and recommend to the BOARD contracts with other agencies;~~
- ~~d) Supervise annual evaluation of quality of service;~~
- ~~eb) In addition, the Executive Advisory Committee may provide assistance to the BOARD, as requested, in the recruitment and Conduct selection process for the AUTHORITY'S Countywide AUTHORITY EXECUTIVE DIRECTOR, and recommend the candidate to the BOARD; and~~
- ~~f) Review performance of EXECUTIVE DIRECTOR and make recommendation to retain or terminate to BOARD.~~

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

4.6 TECHNICAL AND ADVISORY COMMITTEES. The existing county/city Integrated Waste Management staff is designated to provide technical information for, make recommendations to, and otherwise advise, the AUTHORITY on relevant waste management issues.

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

5.1 Employees. The AUTHORITY may have its own employees or may contract with a MEMBER agency or firm for the furnishing of any necessary staff services associated with or required by the AUTHORITY. All employees shall report to the Executive Director.

- 5.2 EXECUTIVE DIRECTOR. The Executive Director shall have all administrative powers necessary to implement Board direction, including purchasing, personnel, and finance powers. The Executive Director shall prepare an annual budget and annual rate schedule for the Board's consideration.

## **SECTION 6.**

- 6.1 FACILITIES. The AUTHORITY is empowered to acquire, construct, finance, refinance, operate, regulate, set rates for and maintain a TRANSFER FACILITY subject, however, to the conditions and restrictions contained in this AGREEMENT. To ensure safe closure and postclosure maintenance of the LANDFILL, the AUTHORITY is empowered to acquire, operate, regulate, set rates for, close and provide postclosure maintenance for the LANDFILL and all facilities and properties related thereto in the manner required by law. To finance such closure and postclosure maintenance, the AUTHORITY is empowered to sell any unnecessary property and to operate, directly or through lessees, gas recovery operations and, to the extent compatible with postclosure maintenance, open-space recreational enterprises on the LANDFILL property and any type of enterprise on the related quarry property, if such are acquired by the AUTHORITY.
- 6.2 Approved Powers. To the full extent permitted by applicable law (including specifically the ACT and the GOVERNMENT CODE), the AUTHORITY is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the ACT or that each MEMBER could exercise separately including, without limitation, any and all of the following:
- (a) to sue and be sued in its own name;
  - (b) to incur and discharge debts, liabilities and obligations;
  - (c) to issue REVENUE BONDS, from time to time, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the TRANSFER FACILITY and/or related facilities;
  - (d) to exercise the power of eminent domain for the acquisition of real and personal property for the TRANSFER FACILITY and access thereto or for the acquisition of the TRANSFER FACILITY itself;
  - (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;

- (f) to sell or lease the TRANSFER FACILITY, the LANDFILL property, or the related LANDFILL cover quarry property, if such are acquired by the AUTHORITY;
- (g) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the TRANSFER FACILITY, any other SOLID WASTE facility owned or operated by the AUTHORITY, and any other enterprise which the AUTHORITY is empowered by this Agreement to conduct, as well as any and all services provided by the AUTHORITY, and to include in such rates and charges amounts necessary to carry out those purposes described in Section 3 of this AGREEMENT;
- (h) to require the MEMBERS to use all best efforts to direct all SOLID WASTE generated within the MEMBERS' boundaries that are located within the SERVICE AREA to the TRANSFER FACILITY. To the extent legally permissible, MEMBERS shall direct all SOLID WASTE collected by MEMBERS' franchised garbage collectors to the TRANSFER FACILITY. MEMBERS shall also direct all other SOLID WASTE generated by MEMBERS to the TRANSFER FACILITY; provided, however, this subsection shall not apply to recyclables nor to SOLID WASTE generated by MEMBERS outside the SERVICE AREA;
- (i) to require MEMBERS to amend or revise any franchise collection agreement(s) at the earliest possible date, which shall not be later than the first renewal or extension date or the date of any amendment to such franchise agreement, to provide the MEMBER with the right to direct all waste collected by the franchised hauler(s) to the TRANSFER FACILITY. Any MEMBER currently not having the right to direct SOLID WASTE under its franchise agreement(s) shall covenant to make such amendment in order to join the AUTHORITY;
- (j) to enforce the provisions of MEMBERS' garbage collection agreements that require that all SOLID WASTE collected be delivered to the TRANSFER FACILITY;
- (k) to contract for the processing, transportation and/or disposal of SOLID WASTE delivered to the TRANSFER FACILITY;
- (l) to make and enter into contracts, including contracts with any MEMBER or non-MEMBER, and to assume contracts made by any MEMBER relating to the TRANSFER FACILITY;
- (m) to reimburse the MEMBERS for the costs of services provided to the AUTHORITY;



- (n) to hire agents and employees;
  - (o) to employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
  - (p) to apply for and accept grants, advances and contributions;
  - (q) to make plans and conduct studies;
  - (r) to coordinate efforts with the established local, regional and state waste management agencies;
  - (s) to make payments as necessary for closure and postclosure maintenance for the LANDFILL for the purposes set forth in Section 3.3 of this AGREEMENT and, if the LANDFILL should become a Superfund site, to seek reimbursement for remediation costs from any person or entity (other than any MEMBER) having a legal responsibility for such costs; and
  - (t) to provide the FINANCIAL ASSURANCES required by state and federal law for postclosure maintenance of the LANDFILL, including use of a PLEDGE OF REVENUES based upon any or all of the revenue-producing enterprises owned and/or operated by the AUTHORITY.
- 6.3 Limitations. Such powers shall be exercised subject only to the limitations set forth in this AGREEMENT, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Humboldt in the exercise of similar powers.
- 6.4 Noncompetition. The AUTHORITY shall not provide within the jurisdiction of a MEMBER any recycling services that duplicate or compete with recycling services provided by that MEMBER (at the time the AUTHORITY determines to provide new or expanded recycling services) without consent of the MEMBER. A MEMBER shall not contract with any TRANSFER FACILITY or LANDFILL that duplicates or competes with the services provided by the AUTHORITY without consent of the BOARD.
- 6.5 Possible Future Responsibilities and. Upon future approval and agreement by all of the MEMBERS, the AUTHORITY may conduct other related waste management responsibilities and duties, including but not limited to contracting with non-MEMBERS to accept their SOLID WASTE at the TRANSFER FACILITY.
- 6.6 Individual MEMBER Services. Upon approval of the BOARD and the governing body of

a MEMBER, the AUTHORITY may contract to provide other related waste management responsibilities and duties, individually for that MEMBER. These contracted services will be paid for solely by the contracting MEMBER.

- 6.7 Local Governing Body. For the purposes of the California Integrated Waste Management Act of 1989 (Public Resources Code section 40000 et seq.) the AUTHORITY will operate as a “Local Government Body” or “Local Governmental Agency” which has the authority to provide solid waste handling services.

## **SECTION 7. FINANCE**

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

- (a) Except as provided in subsection (b), (c) and (d) below, the assets, rights, debts, liabilities and obligations of the AUTHORITY shall not constitute assets, rights, debts, liabilities or obligations of any of the MEMBERS. However, nothing in this AGREEMENT shall prevent any MEMBER from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of the AUTHORITY, provided that both the BOARD and that MEMBER give prior approval to such contract or assumption.
- (b) The MEMBERS hereby agree that any defense against claims, as well as the cost of any judgments imposed for claims resulting from actions by the AUTHORITY or any of the officers, agents, employees, or contractors of the AUTHORITY in relation to the TRANSFER FACILITY, any SOLID WASTE facility owned and/or operated by the AUTHORITY or any other enterprise owned and/or operated by the AUTHORITY shall be the sole responsibility of the AUTHORITY. Such costs shall therefore be paid for ultimately through surcharges uniformly imposed on the rates charged to users of the TRANSFER FACILITY.
- (c) To the extent that MEMBERS are also held jointly and severally liable for such amounts by Government Code Section 895.2, if a MEMBER provides for such defense of itself or the AUTHORITY, or pays all or part of such judgment, the MEMBER shall be entitled to reimbursement in full from the AUTHORITY, provided the MEMBER obtains prior approval from the AUTHORITY. Such reimbursement shall be paid over such time as is necessary for the collection of the corresponding reasonable user surcharges.
- (d) If MEMBERS are held responsible by third parties for tort or other claims as a result of activities of the AUTHORITY, pursuant to Government Code Section 895.2 or state or federal laws applicable to SOLID WASTE management facilities, and the AUTHORITY has ceased to exist and its assets have been fully distributed

or consumed, or the AUTHORITY has ceased to operate and has no unencumbered assets capable of generating enough revenue to defend against and pay for such claims, each MEMBER shall be entitled to seek reimbursement from the other MEMBER(S) for the costs of providing the defense against such tort claims or payment of any judgments lawfully imposed in connection therewith to the extent that the amounts paid by the MEMBER exceed that proportion of the total cost which exceeds the ratio of the tonnage of SOLID WASTE generated within the jurisdiction of the MEMBER, including self hauled SOLID WASTE, and processed by the TRANSFER FACILITY in the FISCAL YEAR of the occurrence of the incident giving rise to liability to the total tonnage processed by the TRANSFER FACILITY during said FISCAL YEAR.

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

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

7.3 Rates.

- (a) The BOARD shall establish rates to be charged at the TRANSFER FACILITY in amounts sufficient to provide for the efficient operation, including administrative, processing, transportation and disposal costs, to discharge all indebtedness and liabilities (including, without limitation, any REVENUE BONDS issued in connection therewith) to insure against future liabilities and of the MEMBERS resulting from "generator" status under state and federal laws and regulations relating to landfills experiencing illegal discharges of hazardous substances to the extent that status pertains to SOLID WASTE generated at any time within the SERVICE AREA, and to pay as yet unfounded costs of closure as well as those costs of postclosure maintenance for the LANDFILL which exceed net revenues

from gas recovery and other ongoing LANDFILL site enterprises, as liability for such costs accrues, and to accommodate the planning and implementation of activities incidental thereto.

- (b) The AUTHORITY shall provide at least thirty (30) days advance written notice to its MEMBERS of any intent to increase or decrease rates to be charged at the TRANSFER FACILITY. To the extent possible, the AUTHORITY shall coordinate the effective date of rate increases or decreases with the annual garbage collection rate setting processes of the MEMBERS and other public entities having SOLID WASTE franchising jurisdiction within the SERVICE AREA.

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

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

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

Minimum Scope of Insurance.

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

Minimum Limits of Insurance.

The AUTHORITY shall maintain limits no less than:

- a) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or

other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- c) Property Insurance: Full replacement cost with no coinsurance penalty provision.
- d) Workers' Compensation: Workers' Compensation to statutory limits covering all employees, paid or unpaid.
- e) Errors and omissions insurance to cover any and all instances of misfeasance and/or nonfeasance in the scope of duties.

**Deductibles and Self-Insured Retentions.**

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

**Other Insurance Provisions.**

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

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

**Workers' Compensation Insurance Endorsement.** The workers' compensation policy shall be endorsed to contain a waiver of subrogation clause which states the following:

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

Acceptability of Insurers.

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

**SECTION 8. RULES OF CONDUCT**

8.1 Bylaws. The BOARD, from time to time, may adopt bylaws for the conduct of the AUTHORITY's affairs, provided that they are not inconsistent with this AGREEMENT.

8.2 Officers and Committees. The BOARD may designate such officers and establish such committees as may be necessary or convenient to conduct the AUTHORITY's affairs.

8.3 Voting.

- (a) Each DIRECTOR shall have one vote on all matters presented to the BOARD for a vote.
- (b) Except as provided in Section 8.3(c), the vote of a majority of the DIRECTORS shall constitute the act of the BOARD.
- (c) A vote of seventy percent (70%) all of the DIRECTORS shall be necessary in order to approve any of the following:
  - (1) the construction budget for any AUTHORITY owned facility;
  - (2) the annual operating budget of the AUTHORITY in excess of debt service on REVENUE BONDS and the payment to the transfer station operator.
  - (3) the issuance, execution or delivery of REVENUE BONDS;
  - (4) any change in a budget exceeding 10% of the total amount of that budget;
  - (5) any amendment to or the termination of this AGREEMENT;
  - (6) voting rules regarding the approval of contracts between the AUTHORITY and any one or more MEMBERS (it being

understood that all such contracts must be approved pursuant to rules adopted in this manner);

- (7) the admission of an additional MEMBER or a substitute MEMBER including by means of assignment; and
- (8) the purchase of a landfill.

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

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

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

**SECTION 9. TERM**

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

**SECTION 10. WITHDRAWAL.**

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

**SECTION 11. DISSOLUTION**

11.1 Assets.

- (a) Subject to the then-applicable requirements of the GOVERNMENT CODE, upon dissolution of the AUTHORITY, the assets of the AUTHORITY remaining after payment of or adequate provision for all debts, liabilities and obligations of the AUTHORITY shall be divided among the MEMBERS in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of SOLID WASTE, (inclusive of SOLID WASTE delivered by self haulers) each MEMBER caused to be delivered to the TRANSFER FACILITY.
- (b) To ensure that "adequate provision" is made for all debts, liabilities and obligations of the AUTHORITY upon dissolution, any assets remaining after satisfaction of all debts known to exist as of the time of dissolution shall be placed in a trust account with the Humboldt County Auditor to be held in trust until expiration of the period of postclosure maintenance for the LANDFILL required by state and federal law. If the assets are not liquid, such assets shall first be sold at public auction and the net proceeds placed in the trust fund. While held in trust, such assets and/or any



interest earned thereon shall be disbursed only to pay debts of the AUTHORITY arising after dissolution in consequence of actions of the AUTHORITY prior to dissolution, or to pay for costs of postclosure maintenance of, or hazardous waste release remediation at the LANDFILL. Any such disbursement from this dissolution trust fund shall be made by the Humboldt County Auditor only with the unanimous consent of the governing bodies of those agencies which were MEMBERS at the time of dissolution, or by order of a court of competent jurisdiction. Upon expiration of the period of postclosure maintenance, any remaining funds shall be distributed in the manner set forth in (a).

## 11.2 REVENUE BONDS.

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

11.3 Effective. No dissolution shall be effective unless and until the AUTHORITY and MEMBERS comply with any then-applicable requirements of the GOVERNMENT CODE relating to changes in the composition of entities such as the AUTHORITY; and if and when they have REVENUE BONDS issued by the AUTHORITY outstanding, comply with all of the terms and conditions of all REVENUE BONDS and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit

agreements.

**SECTION 12. AMENDMENTS**

This AGREEMENT may only be amended by a written instrument approved in accordance with this AGREEMENT and meeting any requirements imposed by the terms or conditions of all REVENUE BONDS and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any MEMBER to contribute any funds to the AUTHORITY or become directly or contingently liable for any debts, liabilities or obligations of the AUTHORITY without the consent of that MEMBER evidenced in a written instrument signed by a duly authorized representative of that MEMBER.

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

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

**SECTION 14.**

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

CITY OF ARCATA:	Arcata City Manager 736 F Street Arcata, CA 95521
COUNTY OF HUMBOLDT:	County Administrative Officer 825 Fifth Street

Eureka, CA 95501

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

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

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

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

**SECTION 15. SUCCESSORS AND ASSIGNS**

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

**SECTION 16. SEVERABILITY**

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

**SECTION 17. SECTION HEADINGS**

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

**SECTION 18.**            **ARBITRATION**

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

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

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

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

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

**SECTION 21.**            **WAIVER**

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

**EXHIBIT A**

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

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





***Staff Report***

**DATE:** November 2, 2016

**FROM:** Nancy Diamond, Authority Counsel

**SUBJECT:** Item 2e)  
Approve Amendment No. 1 to Employment Contract with Executive Director.

**RECOMMENDED ACTION:** Voice vote.  
Approve Amendment No. 1 to Agreement for Employment of Executive Director, effective November 1, 2016.

**DISCUSSION:**

The Authority's contract with its Executive Director, Jill Duffy, expires on October 31, 2016. The Board initiated its annual evaluation of the Executive Director on October 13, 2016, during which the Board and Executive Director agreed to extend the employment contract for four years. Additionally, the Board determined that because of her exemplary performance activities for employment year November 1, 2015 – October 31, 2016, the Executive Director shall receive a merit salary increase of 2% over her current base salary of \$115,731 per year, bringing the base annual salary to \$118,045.

**ATTACHMENT:**

Attachment 1: Amendment No. 1 to Employment Agreement between HWMA and Jill Duffy

**AMENDMENT NO. 1 TO  
AGREEMENT FOR EMPLOYMENT OF  
EXECUTIVE DIRECTOR**

This is an Amendment to that certain employment agreement between the Humboldt Waste Management Authority (“Authority”) and Jill K. Duffy (“Director”) entitled, *Agreement For Employment of Executive Director* entered into on October 24, 2013 (“Agreement”). This Amendment is effective November 1, 2016.

1. **Section I, Employment.** Section I(B)(1), EMPLOYMENT, Term of Agreement, is hereby replaced by the following:

“The term of this Agreement, unless terminated earlier as provided hereafter, shall terminate on October 31, 2020. This agreement shall be automatically extended on the same terms and conditions as herein provided, or as may have been subsequently amended, for two additional one year periods each terminating respectively on October 31, 2021 (“First Extended Term”), and October 31, 2022, (“Second Extended Term”); *unless* either party gives written notice of non-renewal to the other party no later than August 1, 2021 for the First Extended Term, or August 1, 2022, for the Second Extended Term.”

2. **2016 Merit Increase:** Based on exemplary employment activities by Employee completed during Employment Agreement year 2015-2016, effective November 1, 2016, Employee’s current base yearly salary of \$115,731.20 shall be increased by 2% to \$118,045.82.

3. **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.

**IN WITNESS WHEREOF**, the Authority has caused this Amendment to be signed and executed in its behalf by its Board and the Executive Director has signed and executed this Amendment effective on the day and year first written above.

**AUTHORITY**

**EXECUTIVE DIRECTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Sofia Pereira, Chair

\_\_\_\_\_  
Jill K. Duffy

Approved As To Form

Date: \_\_\_\_\_

\_\_\_\_\_  
Nancy Diamond, Authority Counsel





***Staff Report***

**DATE:** October 19, 2016 For Meeting Of: November 10, 2016  
**FROM:** Tyler Egerer, Administrative Services Manager  
**SUBJECT:** Item 4)  
Receive Presentation Outlining Independent Auditor's Report for FY 2015-2016 and File.

**RECOMMENDED ACTION:**  
Receive Presentation Outlining Independent Auditor's Report for Fiscal Year 2015-2016 to be Filed with Authority Archives, State Comptroller, and required Financial Institutions.

**DISCUSSION:**  
The annual audit of the Authority's financial statements is a tool by which the Board and general public may measure the fiscal health of the Authority, both in the sense that it discusses the state of the Authority's assets and investigates the ongoing activities and reporting procedures of Authority staff. The audit is an independent review of this information which helps guide the Board in improving internal fiscal controls and establishing priorities for future budgets.

In March of 2015, the Board entered into an agreement with the firm of JJACPA to provide annual audit services for a three-year period. This report is the second audit prepared and presented to the Board. Attached is a copy of The Authority's *Audited Financial Statements* as prepared and submitted by the firm for fiscal year 2015-2016.

Staff has reviewed the enclosed documents and agrees with the content of the audit as presented.

Joe Arch of JJACPA will be available to answer questions from the Board.

**FISCAL IMPACT:** None. This item was budgeted.

**ATTACHMENTS:**  
Attachment 1: HWMA Final FY 2015-16 Audit  
Attachment 2: HWMA Communication Letter for FY 2015-16





***Staff Report***

**DATE:** October 19, 2016 For Meeting of: November 10, 2016  
**FROM:** Jill Duffy, Executive Director  
**SUBJECT:** Item 5)  
Consider and Approve Proclamation Thanking Jack Thompson for His Years of Service on the Board.

**RECOMMENDED ACTION:**  
That the Board approve Proclamation Thanking Jack Thompson for Service on the Board.

**A PROCLAMATION OF THE BOARD OF DIRECTORS OF THE  
HUMBOLDT WASTE MANAGEMENT AUTHORITY  
ACKNOWLEDGING AND THANKING  
JACK THOMPSON  
FOR HIS EXTRAORDINARY SERVICE  
DURING HIS TERM ON THE BOARD**

**WHEREAS**, the Humboldt Waste Management Authority (HWMA) is a joint powers authority formed by the cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell and the County of Humboldt to deal with solid waste management issues; and

**WHEREAS, JACK THOMPSON** has been a duly appointed Regular member of the Board of Directors as the designated representative for the City of Rio Dell since November 10, 2011 until exactly five years later on November 10, 2016; and

**WHEREAS**, never one to shy from duty and responsibility, JACK THOMPSON contributed in steering the Board through no small number of feats over the past five years, all completed while never getting lost in the weeds. We believe he may carry a step-ladder so he can get a better vantage to see a clear pathway; and

**WHEREAS, JACK THOMPSON** assisted in the selection and placement of a new Executive Director, the phased construction closure of the Cummings Road Landfill, clean-up of the Cummings Road Burn Ash Site in cooperation with Recology Humboldt, securing a 10-year Agreement for Transportation and Disposal of Solid Wastes, leading regional discussions of the Regional Recycling endeavor, restructuring of the Authority's long-term debt resulting in significant financial savings, support of the Pilot Food Collection Program, and Strategic Planning to guide HWMA's steps into the future to name but a few; and

**WHEREAS, JACK THOMPSON** has served this board well both in its on-going decision making processes as well as by serving on various committees when needed, and by serving as Board Chair, with unanimous support from his colleagues, for three consecutive years beginning in June of 2013 until June of 2016;

**WHEREAS, JACK THOMPSON** has always been accessible for the signing of Authority checks. With exacting detail, he asked intelligent questions of finance staff regarding the expenses in a continual effort to more fully understand the necessities of Authority expenditures and he has an established reputation of being extremely detail-oriented in order to effectively capture the will of the Authority Board of Directors; and

**WHEREAS, JACK THOMPSON** regularly stopped by the Business Office and Landfill just to ‘see how things are going’, which allowed Jack to meet and interact with Authority employees, observe the many facets of the Authority’s operations and challenges, and take that information to share with Board members at our public meetings; and

**WHEREAS,** it is a distinct honor and pleasure to wish Jack fair winds and following seas as he departs the Authority’s service.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Board of Directors of the Humboldt Waste Management Authority that we do acknowledge the efforts of **JACK THOMPSON** as HWMA Board member, exemplary resident and public servant of the City of Rio Dell, and most sincerely thank him for his extraordinary service during his term on the Board.

**INTRODUCED, PASSED, AND ADOPTED** this 10th day of November by the following vote:

**AYES:**

**NAYS:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Chair



## ***Staff Report***

**DATE:** October 31, 2016 For Meeting of: November 10, 2016

**FROM:** Jill Duffy, Executive Director

**SUBJECT:** Item 7)  
Executive Director Report

**RECOMMENDED ACTION:** Informational Only.

### **Administration**

#### *Cummings Road Landfill*

The draft Construction Quality Assurance (CQA) report remains under review, with additional requested information submitted to the County LEA and North Coast Regional Water Quality Control Board. The County LEA and NCRWQCB will notify CalRecycle, who will then issue a final letter to HWMA stating the landfill is certified closed.

#### *Accounting Software*

The Authority uses Great Plains accounting software, originally purchased in 2004, with an upgrade scheduled to be completed by January 2017. Prior to installation of the software upgrade, the Authority's server was expanded during the summer. As part of the FY 2016-17 Budget, the Board approved staff moving forward with the accounting system upgrade, and staff secured a consulting firm who is customizing the upgrade for Authority use. This upgrade version is expected to be available for installation by January 2017.

The current Great Plains program experienced a temporary shutdown in October, which resulted in a backlog of processing payments to vendors, as well as a delay in being able to complete the monthly financial reports. Authority staff has worked closely Network Systems Management and Great Plains to repair the system, and has been working for the several weeks to resolved the delayed payment processing.

#### *Audit*

Staff continues working with the Authority's auditors in September for preparation of the 2015-16 Audit report. The Auditor submitted the draft audit for staff review on Thursday, October 27. Staff reviewed and provided responses so the report could be finalized. There is a possibility that the Audit may be continued to the January meeting.

*Eureka High School Wrestling Team Community Clean Up*

Students from the Eureka High School Wrestling Team will be conducting their annual community clean up on Saturday, November 19<sup>th</sup>. Last year the student volunteers removed over 4,000 pounds of trash, cigarette butts, and misc. debris from Eureka city streets.

**Operations:**

**Staffing**

Operations and Recycling Center staffing remains lean with the absence of two full-time employees due to injuries.

**Operations Storm Water Industrial General Permit.** The Hawthorne Street Transfer Station and Cummings Road Landfill are both under the Industrial General Permit as a guidance document managed by the North Coast Regional Water Quality Control Board. The permit coverage saw substantial changes that took effect in mid-2015. These include monitoring and sampling protocols, implementing Best Management Practices, records keeping, and data management that are a great deal more comprehensive than under past practices. In order to better meet these standards, Brent Whitener successfully completed the Qualified Industrial Storm Water Practitioner (QISP) course on November 2<sup>nd</sup> and was awarded the certification applicable to the Industrial General Permit. This allows HWMA to ensure compliance and offers the opportunity to share the expertise with other member agencies that may derive benefit as they work with permit requirements.

**Tip Floor:**

*Transportation.* Operations staff has been prepared for necessary coordination and activities related to the November 1<sup>st</sup> transition of the Authority's transportation of solid waste. Effective November 1, SWOW will be responsible for 100% of the hauling from the Hawthorne Street Transfer Station and two Satellite facilities.

Staff expresses our thanks and sincere appreciation for the 17 years of reliable transportation services provided by Bettendorf Trucking and their drivers.

*Transfer Station Inspection Report:* The County Local Enforcement Agency (LEA) conducts monthly inspections at the Hawthorne Street Transfer Station. Staff brings to the Board's attention the most recent September 21<sup>st</sup> report which commends HWMA for our comprehensive, innovative, and poison-free vector control program.

For several years the Authority had a contractor who placed bait to control rats, mice and other rodent populations. Authority staff have also continually worked to identify and eliminate access to potential nesting sites. About 2 years ago, Mr. Whitener observed potentially 'stressed' raptors in the immediate location and consulted with the Department of Fish and Wildlife about other population control measures that could be used instead of bait. Shortly thereafter, Mr. Whitener began setting traps, and the Authority spayed/neutered several cats that had been dropped off at our facility. Between the traps and the cats, records indicate that there has been a dramatic decrease in rodents. The clean-up at the former Devil's Playground has also contributed to the decrease in rodents coming to the facility.

**Recycling:**

The recycling center buy-back staff had decreased a small amount due to the winter rains and reduction of customers in the Ca. Redemption Value (CRV) buy-back activity. Overall activity remains high as compared to historical activities.

The Harris Baler was off-line for a few days due to needed repair. This resulted in a temporary backlog of single-stream, white goods and mattresses needing to be baled. Staff, in consultation with the manufacturer, were able to repair the baler and return on-line.

***Mattress Recycling***

The Authority has been regularly receiving and baling mattresses, at a higher than anticipated rate. The Mattress Program resulted in 263 Mattress and Foundations being diverted from landfills in the month of October. A second shipment of baled Mattress and Foundations was shipped on November 1, 2016, that totaled 603 conforming units, for a total weight diversion of 32,084 pounds. which is an approximate 50% increase in volume over the first trailer. As efficiencies improve and our acceptance and management methods are streamlined, we expect to continue to see increased weights in future trailers. Thus far Eureka and Susanville, CA are the only communities that are employing baling according to MRC. The materials are shipped to Blue Marble Processing in San Leandro, CA for deconstruction and commodity recovery.

**Landfill**

- Landfill and Burn Ash winterization activities are complete.
- Jim Able Forestry completed the annual vegetation survey for the former CR Burn Ash site in October, with the report to be finalized in November.
- Stormwater sampling.

**Programs:*****Household Hazardous Wastes:******Permanent Red Shed Collection Events:******October***

The First Saturday collection event had 122 attendees delivering household hazardous wastes for disposal.

Additionally, 165 residential customers dropped off HHW throughout the month of October.

***Pharmaceutical drop off bins.***

Three new pharmaceutical drop off bins will be operational in coming weeks. This brings the total number of bins that accept controlled substances to six (6) throughout the county. The new pharmaceutical bin collection locations are:

Willow Creek Pharmacy  
Rings in Ferndale  
Palco Pharmacy in Scotia.

These locations join Cloney's in McKinleyville, Cloney's in Eureka (Harrison location), and Green's in Fortuna.

*Eureka, County and Rio Dell Electronic Annual Report (EAR) for 2016*

HWMA's Program staff have begun gathering data in preparation for the upcoming 2016 Electronic Annual Report's to CalRecycle. This service is provided to these member agencies under agreement(s).