

**AGREEMENT BETWEEN THE CITY OF RIO DELL AND
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY FOR THE
PROVISION OF COMPLIANCE AND WASTE REDUCTION SERVICES**

This Agreement is entered into this ____ day of _____, 2014 (this "Agreement"), by and between the City of Rio Dell, a municipal corporation (hereinafter "CITY"), and the Humboldt Waste Management Authority, a joint powers agency (hereinafter "AUTHORITY").

RECITALS

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

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

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

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

1. Services To Be Provided. AUTHORITY shall perform those services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein as material term(s) of this Agreement. Any changes to the Scope of Work will require a written amendment to this Agreement.
2. Payment for Services for 2013-2014 Fiscal Year. For services provided during fiscal year 2013-2014, the CITY shall pay AUTHORITY as compensation in full for those services provided under this Agreement, excepting the electronic waste collection event held pursuant to section B.3.b of the Scope of Work, an amount not to exceed Seven Thousand Dollars (\$7,000) to be derived from the California Beverage Container Recycling Funds ("CBCRF") and California Assembly Bill ("AB 939") pass through payments. The AUTHORITY will invoice the CITY on an annual basis, but no payment shall be required from the CITY until the CITY actually receives its CBCRF and AB 939 pass through monies.
3. Payment for Services for 2014-2015 Fiscal Year. For services provided during fiscal year 2014-15, the CITY shall pay AUTHORITY as compensation in full for those services provided under this Agreement, excepting the electronic waste collection event held pursuant to section B.3.b of the Scope of Work, an amount not to exceed Five

Thousand Dollars (\$5,000) to be derived from AB 939 pass through payments. The AUTHORITY will invoice the CITY on an annual basis, but no payment shall be required from the CITY until the CITY actually receives its AB 939 pass through monies. Any additional charges will require an amendment to this Agreement.

4. Electronic Waste Collection Event. For the electronic waste collection event hosted by the CITY with the assistance of the AUTHORITY pursuant to section B.3.b of the Scope of Work, the AUTHORITY shall be paid for actual costs incurred by the AUTHORITY with revenues received from the electronic waste collection. Electronic waste revenues in excess of actual AUTHORITY costs, if any, shall be paid to the CITY. In the event the AUTHORITY's costs exceed electronic waste revenues, the CITY shall reimburse the AUTHORITY for unpaid costs.
5. Reports to City. No later than April 15 of each year this Agreement remains in effect, the AUTHORITY shall prepare and present to the attention of the Rio Dell City Manager a proposed program description and budget for recycling activities and services to be provided by the AUTHORITY to the CITY pursuant to this Agreement for the ensuing fiscal year. At least annually and no later than June 30 of each fiscal year this Agreement remains in effect, the AUTHORITY shall prepare a written summary of the activities and costs for the prior 12 month period and present a report for submission to the City Manager and Rio Dell City Council for review.
6. Term. This Agreement shall become effective on January 1, 2014, and shall remain in effect until June 30, 2015, unless sooner terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove written.

CITY OF RIO DELL:

Mayor Date: _____

Attest:

City Clerk Date: _____

Approved as to form:

Russell Gans, City Attorney Date: _____

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY:**

Jack Thompson, Chair of the Board
Humboldt Waste Management Authority

Date: _____

Attest:

Clerk,
Humboldt Waste Management Authority

Date: _____

Approved as to form:

Nancy Diamond, General Counsel

Date: _____

EXHIBIT A **SCOPE OF WORK**

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

A. California Beverage Container Recycling Fund Activities

The AUTHORITY agrees to oversee administration of the CITY's waste reduction program, including administration of CalRecycle's Beverage Container Recycling Funds (formerly administered by the Department of Conservation) allocated to the CITY for fiscal year 2013-14. Beverage Container Recycling Funds will no longer be paid by CalRecycle after Fiscal year 2013-14.

In fiscal year 2013-14, the AUTHORITY will provide recycling and litter reduction activities, as approved by the CITY, and in compliance with the provisions of California Public Resources Code Section 14581. Eligible activities include, but are not necessarily limited to recycling assistance and supplies for large events including community festivals, classroom lessons focused on recycling, and public education promoting beverage container recycling including, but not limited to, cooperative regional outreach efforts among two or more local jurisdictions. Funds may not be used for activities unrelated to beverage container recycling or litter reduction.

CalRecycle annually prepares and distributes a funding request form to each CITY. The form specifies the amount of beverage container recycling and litter cleanup funds for which the CITY is eligible.

The AUTHORITY shall complete the fiscal year 2013-14 grant application to CalRecycle. The CITY, as the grant recipient, will receive direct payment of the CITY'S Beverage Container Recycling Funds. The AUTHORITY will bill the CITY in accordance with the Agreement.

B. AB939 Implementation and Compliance

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

1. Electronic Annual Reporting (EAR) to CalRecycle

The AUTHORITY shall prepare an annual report as required by PRC Section 41821, according to the procedures and requirements of Title 14, CCR, Sections 18794.0 through

18794.5. The report is due to CalRecycle by August 1 of each year and shall encompass the previous calendar year, January 1 to December 31, inclusive. The report shall summarize the CITY's annual disposal tonnage and progress in reducing solid waste as required by PRC Section 41780. For purposes of completing the EAR, The AUTHORITY can request CITY solid waste and recycling data from the CITY'S hauler as outlined in the CITY'S franchise agreement.

The CITY will receive quarterly AB 939 pass through payments from the AUTHORITY. The AUTHORITY will bill the CITY a portion of AB 939 pass through payments, with payments thereafter due the AUTHORITY, in accordance with the Agreement.

The AUTHORITY shall submit the final report to CalRecycle on behalf of CITY by August 1 of each year or, in the case of postponement by CalRecycle, by the due date required by CalRecycle, and shall provide copy of same to CITY:

City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

2. Compliance and other Responsibilities

The AUTHORITY shall ensure that planning requirements implemented on behalf of CITY are consistent with PRC Sections 41780 through 41794.

The AUTHORITY shall, in a timely manner, respond to all requests for information from CalRecycle concerning the CITY's compliance with the Integrated Waste Management Act. The AUTHORITY's written responses regarding compliance shall be reviewed by CITY prior to forwarding to CalRecycle.

All compliance documents submitted to CITY shall be provided to:

City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

If CalRecycle issues any compliance order according to Title 14 CCR 18772, CITY may terminate this Agreement, and the AUTHORITY shall, at the request of CITY, reimburse CITY in an amount sufficient to pay the cost of the program.

3. AB 939 Waste Reduction Activities

a. Public Outreach and Promotions

The AUTHORITY shall assist the CITY in providing coordinated and cooperative regional outreach and promotional activities including, but not limited to, new and ongoing

State legislation and local waste reduction programs. Working on behalf of the CITY, the AUTHORITY will work with the CITY'S hauler and or staff to collect disposal and diversion data, within the boundaries of the franchise agreement, pertinent to these tasks.

b. Waste Reduction Activities

As requested, the AUTHORITY shall assist the CITY with collecting and analyzing recycling data so that the CITY may evaluate their existing diversion programs.

The AUTHORITY shall assist the CITY by hosting one electronic waste collection event in the city limits, in which residents and businesses can bring qualifying materials for collection.

The AUTHORITY shall distribute medical sharps containers, purchased with a CalRecycle grant, to appropriate locations in the CITY and conduct necessary public outreach to promote the campaign.

The AUTHORITY shall consult with CITY staff as necessary to give updates about and complete the tasks outlined in this Scope of Work.

c. Used Oil & Waste Tire Program Activities

The AUTHORITY shall act as the lead agency authorized to secure grant funds and implement the regional Used Oil Block Grant Program and Waste Tire Amnesty Event Grant Program in coordination with the CITY and other local jurisdictions. The AUTHORITY will disseminate related outreach materials as appropriate. The Used Oil Block Grant Program is fully funded by grant funds awarded to the AUTHORITY separate from the CITY'S AB 939 funds. A portion of the AUTHORITY's administrative costs associated with the Waste Tire Amnesty Event Grant Program will be funded from the CITY'S AB 939 funds.