

**AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY TO
PROVIDE COMPLIANCE AND WASTE REDUCTION SERVICES**

This Agreement is entered into this 29 day of November, 2022 ("Agreement"), by and between the County of Humboldt, a political subdivision of the State of California (hereinafter "MEMBER AGENCY"), and the Humboldt Waste Management Authority, a joint powers agency (hereinafter "AUTHORITY").

WHEREAS, the AUTHORITY is a joint powers agency created pursuant to the provisions of Government Code Section 6500 in order to provide the economic coordination of solid waste management and disposal services, and the County of Humboldt is a MEMBER AGENCY of the AUTHORITY; and

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

WHEREAS, the MEMBER AGENCY and AUTHORITY desire to enter into an agreement whereby the AUTHORITY will provide California Integrated Waste Management Act (Public Resources Code, Section 40000 *et seq.*, and Title 14 California Code of Regulations ("CCR"), Division 7, Chapter 9, Section 18700 *et seq.*, collectively referred to as the California Integrated Waste Management Act "CIWMA") services for the MEMBER AGENCY on the terms below.

WHEREAS, the parties wish to memorialize the current agreement between the parties for the services provided to MEMBER AGENCY prior to the execution of this Agreement.

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

1. DESCRIPTION OF SERVICES:

The 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. All services shall be performed consistent with applicable local and state law, including but not limited to the CIWMA. The MEMBER AGENCY authorizes the AUTHORITY to request relevant solid waste and recycling data from the MEMBER AGENCY's franchise solid waste haulers for purposes of performing any services under this Agreement.

2. TERM:

This Agreement shall become effective on July 1, 2022, and shall remain in full force and effect until June 30, 2027, unless sooner terminated as provided herein. The term of this Agreement may be extended upon the written consent of the parties.

TERMINATION:

A. Termination for Cause. This Agreement may be terminated by either party for cause, defined as the breach of a material provision of this Agreement, with thirty (30) days written notice to the other

party, provided that the party alleging material breach has previously delivered a notice of default and opportunity to cure within 30 days, and the default has not been cured. If California Department of Resources Recycling and Recovery ("CalRecycle") issues any compliance order according to Title 14 of CCR section 18772, the MEMBER AGENCY may terminate this Agreement with thirty (30) days written notice to the AUTHORITY.

- B. Termination without Cause. This Agreement may be terminated for any reason by either party with ninety (90) days written notice to the other party.
- C. Compensation upon Termination. In the event of any termination under Section 3, the AUTHORITY will be entitled to invoice the MEMBER AGENCY and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

3. COMPLIANCE WITH LAWS:

Each party agrees to comply with all federal, state and local laws and regulations applicable to its performance under this Agreement.

4. COMPENSATION:

AUTHORITY services will be funded from CalRecycle funds available for the specific activity, and from the MEMBER AGENCY's quarterly "County/Cities AB 939 Program¹" payments from the AUTHORITY.

5. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. AUTHORITY agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder. All costs incurred by the AUTHORITY in satisfying this maintenance and preservation of records obligation shall be borne by the MEMBER AGENCY, including, but not limited to, staff time at fully burdened rates.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of AUTHORITY, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. AUTHORITY hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by MEMBER AGENCY and any duly authorized local, state and/or federal agencies. AUTHORITY further

¹ HWMA's County Wide Program Fees are set annually through the HWMA budget review process for the following categories: Administration, Household Hazardous Wastes, Cummings Road Landfill Maintenance, Illegal Dumping and Clean-up Funds, Rural Container Program, County/Cities AB393 Programs, Table Bluff Landfill, and the Local Enforcement Agency.

agrees to allow interviews of any of its employees who might reasonably have information related to such records by MEMBER AGENCY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

6. MONITORING:

AUTHORITY agrees that MEMBER AGENCY has the right to reasonably monitor all activities related to this Agreement, including, without limitation, the right to review and monitor AUTHORITY's records, programs or procedures, at any time, as well as the overall operation of AUTHORITY's programs, in order to ensure compliance with the terms and conditions of this Agreement. However, MEMBER AGENCY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by AUTHORITY pursuant to the terms of this Agreement. All costs incurred by the AUTHORITY in satisfying any monitoring request shall be borne by the MEMBER AGENCY, including, but not limited to, staff time at fully burdened rates.

7. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, AUTHORITY may receive information that is confidential under local, state or federal law. AUTHORITY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

8. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, AUTHORITY, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. AUTHORITY further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

9. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE:

AUTHORITY certifies by its signature below that it is not a Nuclear Weapons Contractor, in that AUTHORITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. AUTHORITY agrees to notify MEMBER AGENCY immediately if it becomes a Nuclear Weapons Contractor as defined above. MEMBER AGENCY may immediately terminate this Agreement if it determines that the foregoing certification is false or if AUTHORITY subsequently becomes a Nuclear Weapons Contractor.

10. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section

8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

11. INDEMNIFICATION.

- A. Each party to this Agreement shall indemnify, defend and hold harmless the other party hereto and their respective officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve the AUTHORITY from liability under this provision. This provision shall apply to all claims for damages related to the AUTHORITY's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

12. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by the MEMBER AGENCY, and the AUTHORITY is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting AUTHORITY's indemnification obligations

set forth herein, AUTHORITY, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of AUTHORITY or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against MEMBER AGENCY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which AUTHORITY may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. AUTHORITY shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that MEMBER AGENCY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, AUTHORITY. The coverage shall contain no special limitations on the scope of protection afforded to MEMBER AGENCY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse

of structures or underground damage, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to MEMBER AGENCY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to MEMBER AGENCY in accordance with the notice requirements set forth herein. It is further understood that AUTHORITY shall not terminate such coverage until MEMBER AGENCY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, AUTHORITY's insurance is the primary coverage to MEMBER AGENCY, and any insurance or self-insurance programs maintained thereby are excess to AUTHORITY's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to MEMBER AGENCY or its agents, officers, officials, employees and volunteers.
 6. AUTHORITY shall furnish MEMBER AGENCY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, MEMBER AGENCY. If AUTHORITY does not keep all required policies in full force and effect, MEMBER AGENCY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to AUTHORITY under this Agreement.
 7. MEMBER AGENCY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and AUTHORITY shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

MEMBER AGENCY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AUTHORITY: Executive Director
Humboldt Waste Management Authority
1059 Hawthorne St.
Eureka, CA 95501

13. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that AUTHORITY shall not be entitled to any benefits to which MEMBER AGENCY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. AUTHORITY shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. AUTHORITY agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. AUTHORITY agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. AUTHORITY agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. AUTHORITY agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, MEMBER AGENCY's Conflict of Interest Code, all as may be amended from time to time.

15. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

17. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by AUTHORITY in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by MEMBER AGENCY constitute a waiver of any breach of this Agreement which may then exist on the part of AUTHORITY. Nor shall such payment impair or prejudice any remedy available to MEMBER AGENCY with respect to the breach or default. MEMBER AGENCY shall have the right to demand repayment of, and AUTHORITY shall promptly refund, any funds which MEMBER AGENCY determines were not expended in accordance with the terms and conditions of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of MEMBER AGENCY shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

AUTHORITY warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. AUTHORITY's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by AUTHORITY shall become the property of MEMBER AGENCY. However, AUTHORITY may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, AUTHORITY shall promptly turn over all such documents, information and reports to MEMBER AGENCY without exception or reservation.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from MEMBER AGENCY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. AUTHORITY shall inform MEMBER AGENCY of any and all requests for interviews by the media related to this Agreement before such interviews take place; and MEMBER AGENCY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

28. SUBCONTRACTS:

AUTHORITY shall obtain prior written approval from MEMBER AGENCY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. AUTHORITY shall remain legally responsible for the performance of all terms and

conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by MEMBER AGENCY or not.

29. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3. – Compensation upon Termination, Section 6. – Record Retention and Inspection, Section 8. – Confidential Information and Section 11. – Indemnification shall survive the expiration or termination of this Agreement.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

36. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

37. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

MEMBER AGENCY:

Virginia Bass
Title: Chair

Date: 11/29/22

Attest:

[Signature]
Clerk of MEMBER AGENCY

Date: 11/29/22

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY:**

[Signature]
Chair of the Board
Humboldt Waste Management Authority

Date: 11/3/2022

Attest:

[Signature]
Clerk,
Humboldt Waste Management Authority

Date: 11/2/2022

LIST OF EXHIBITS

- Exhibit A – Scope of Work
- Exhibit B – Sample Budget for Providing Compliance & Waste Reduction Services
- Exhibit C – Sample Implementation Plan

EXHIBIT A
SCOPE OF WORK

A. City/County Payment Program Activities

The AUTHORITY will oversee administration of CalRecycle's City/County Payment Program (CCPP) Funds allocated to the MEMBER AGENCY in accordance with the California Beverage Container Recycling and Litter Reduction Act (CBCA) as specified in California Public Resources Code (PRC) Section 14500, *et seq.* The AUTHORITY will provide the following services:

1. Each fiscal year, the AUTHORITY will complete a CCPP application on behalf of the MEMBER AGENCY, submit the application to CalRecycle, and receive direct payment of the MEMBER AGENCY's CCPP funds. Any unexpended funds from the current fiscal year will roll over into the next fiscal year and will be accounted for in the annual budget. The application will be responsive to CalRecycle's annual notice of funding specific to the MEMBER AGENCY. The AUTHORITY will perform CCPP activities only if the MEMBER AGENCY is awarded funding or provides alternate and equal funding to the AUTHORITY.
2. The AUTHORITY will provide recycling and litter reduction activities as approved by the MEMBER AGENCY and in compliance with the provisions of PRC section 14581(a)(3)(b) of the CBCA. Eligible activities include, but are not limited to, support for new or existing curbside recycling programs, neighborhood drop-off recycling programs, public education promoting beverage container recycling, litter prevention, and cleanup, cooperative regional efforts among two or more cities or counties, or both, or other beverage container recycling programs. Funds may not be used for activities unrelated to beverage container recycling or waste reduction.

B. California Integrated Waste Management Act (CIWMA) Implementation and Compliance

The AUTHORITY will provide the following CIWMA compliance services on behalf of the MEMBER AGENCY:

1. Electronic Annual Reporting (EAR) to CalRecycle

No later than August 1 of each year, or later date if extended by CalRecycle, prepare an annual progress report as required by Public Resource Code Section 41821, according to the procedures and requirements of Title 14 of the CCR Sections 18794.0 through 18794.5. The report will encompass the previous calendar year, January 1 to December 31, inclusive, and will summarize the MEMBER AGENCY's annual disposal tonnage and progress in reducing solid waste as required by Public Resource Code Section 41780. A copy of the report will be provided to the MEMBER AGENCY within 30 days of submittal to CalRecycle.

2. Compliance and other Responsibilities

- a. Assist with the MEMBER AGENCY's annual CalRecycle jurisdictional review. The yearly conference call and site visit administered by CalRecycle will be coordinated by Humboldt Waste Management Authority (AUTHORITY) staff, in conjunction with County of Humboldt (MEMBER AGENCY) staff as delegated by the County Administrative Officer. The

AUTHORITY may request a County Representative to arrange access to MEMBER AGENCY facilities and properties as necessary to meet jurisdictional review requirements.

- b. Respond to requests for information from CalRecycle concerning the MEMBER AGENCY's compliance with the CIWMA. The AUTHORITY's written responses regarding compliance will be provided to the County Administrative Officer's designee for review prior to forwarding to CalRecycle unless the item is for information or minor clarification.

3 *Preparation of the 6th Five-Year California Integrated Waste Management Plan (CIWMP)*

No later than September 1, 2026, HWMA will prepare the draft 6th Five-Year CIWMP for review by the County Administrative Officer's designee. The plan will be prepared consistent with PRC Sections 41770 and 41822, according to the procedures and requirements of Title 14 of the CCR sections 18784-18788. The report will include the period of January 1, 2022 through December 31, 2026 and will provide required information. Following review and administrative approval, HWMA will forward the 6th Five-Year Plan to the Solid Waste Local Task Force for review and adoption. A copy of the final approved document will be submitted to CalRecycle by January 31, 2026. A copy of the report will be provided to each agency in the Local Task Force within 30 days of submittal.

4 *CIWMA Waste Reduction Activities*

No later than July 1 of each year, provide the County Administrative Officer's designee with a draft County of Humboldt CIWMA Implementation Plan (see Exhibit C) and draft Fiscal Year Budget (see Exhibit B) outlining proposed activities and anticipated costs for the upcoming fiscal year. The MEMBER AGENCY will respond with any proposed revisions within 14 days receipt of the draft Implementation Plan and draft Budget. No later than October 1 of each year, provide the County Administrative Officer's designee with a Final CIWMA Implementation Plan and a Final Fiscal Year Budget. The following types of waste reduction activities may be implemented by HWMA as requested:

a. Outreach and Promotional Activities

Coordinate outreach and promotional activities for waste reduction events and programs as agreed to and shown on draft County of Humboldt CIWMP Implementation Plan

b. Waste Reduction Assistance

- i. Collect and compile existing data so that the MEMBER AGENCY may evaluate its existing diversion programs.
- ii. Consult with County Administrative Officer's designee as necessary to give updates about and complete the tasks outlined in this Scope of Work.

No later than October 1 of each year, provide the County Administrative Officer's designee with a Final CIWMA Implementation Plan and a Final Fiscal Year Budget.

EXHIBIT B
SAMPLE BUDGET FOR PROVIDING COMPLIANCE AND WASTE REDUCTION SERVICES
TO COUNTY OF HUMBOLDT
FY XX/XX

City/County Payment Program Activities (CCPP):	
Complete and submit CCPP Grant Application	\$ XXX.XX
California Integrated Waste Management Act Activities:	
Electronic Annual Report (EAR)	\$XXX.XX
Gather Solid Waste Data for EAR	\$XXXX.XX
Gather Diversion Data for EAR	\$XXX.XX
Complete and Submit EAR to County and CalRecycle	\$XXXXX.XX
Advertising for AB 341 or Other Legislation	\$XXX.XX
CalRecycle Yearly Conference Call/Site Visit	\$XXX.XX
"County of Humboldt CIWMP Implementation Plan Year End Status" memo	\$XXX.XX
Total Available AB939 Pass-Through Withheld (\$XX.XX/ton) as Authorized by PRC§	\$XXXXX.XX
Total Estimated Cost	\$XXXXX.XX

EXHIBIT C
SAMPLE IMPLEMENTATION PLAN
FY XX/XX

FY XX-XX AB 939 Impementation Plan (county)

[SAMPLE]

Per County Contract, HWMA's Planned Waste Reduction Activities July 1, 20XX-June 30, 20XX		Date Completed	Status	Notes
Implementation Plan and Budget				
	Provide Draft Implementation Plan	July 1 20XX	Initiated/Completed/Postponed	
	Provide Draft Implementation Budget	July 1 20XX	Not eligible for funding	Funding supplied by HWMA.
	Provide End of Year Implementation Plan Report	July 15 20XX	Initiated/Completed/Postponed	
City County Payment Program				
	Complete application for County's CAPP Grant Cycle F XX-XX	April 20XX	Initiated/Completed/Postponed	
	Coordinate classroom education contract with subcontractor	Ongoing	Not eligible for funding	Funding supplied by HWMA.
	Minimum of 35 lectures delivered to unincorporated county classrooms	Ongoing	Not eligible for funding	Funding supplied by HWMA.
	Advertise Green Page Recycling Guide and ads in local phone books.	May 20XX	Initiated/Completed/Postponed	
	Other projects as related to bottles and cans and traditional recycling	Ongoing	Initiated/Completed/Postponed	
	Send staff to CRRRA, as funding allows		Initiated/Completed/Postponed	May be HWMA or County staff
CIWMA Compliance Services				
	Complete AB 939 Electronic Annual Report (EAR) for calendar year 2019	July 31 20XX	Initiated/Completed/Postponed	
	Serve as Contact Point with CalRecycle for Issues Related to CIWMA Compliance	Ongoing	Initiated/Completed/Postponed	
	Assist AB 939 Local Task Force as Support Personnel	Ongoing	Initiated/Completed/Postponed	
	Provide Local Task Force Draft 5-Year CIWMP	Sept 1 2021	Initiated/Completed/Postponed	
Public Outreach Projects				
	Support large venues, including fairs and County parks, with recycling information	Ongoing	Initiated/Completed/Postponed	
	Coordinate Outreach and Promotional Activities in Support of Implementation Plan(s)	Ongoing	Initiated/Completed/Postponed	
	Work on other public education plans as needed	Ongoing	Initiated/Completed/Postponed	
Waste Reduction Assistance				
	Collect and compile data for County staff to evaluate current program and projects	By Request	Initiated/Completed/Postponed	
	Coordinate	Ongoing	Initiated/Completed/Postponed	
AB341 Mandatory Commercial Recycling [SAMPLE]				
	Advertise generalized AB341 info			The following are sample activities added to annual implementation plan following discussion between HWMA and County Staff.
	Gather recycling and solid waste data from haulers for use in EAR			
	Gather details of AB341 work completed by County staff for EAR			
AB1826 Mandatory Commercial Organics Recycling				
	Advertise generalized AB1826 info			Samples provided are pulled from existing projects on 2018 and previous Implementation Plans
	Gather AB1826 related data from haulers for use in EAR			
	Gather details of AB1826 work completed by County staff for EAR			
Other Projects				
	Research Policies/Procedures/Legislation related to AB 939 mandates			
	Purchase materials to assist in implementation of AB939 mandates			
	Participate in Working Groups, Conferences, Meetings			