



# COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**0-17**

For the meeting of: June <sup>24</sup>10, 2008

Date: May 16, 2008

To: Board of Supervisors

From: Phillip R. Crandall, Director *aw*  
Department of Health and Human Services—Public Health Branch

Subject: Approve agreement with Humboldt Waste Management Authority (HWMA) for continued implementation of County Waste Reduction programs until June 30, 2013.

RECOMMENDATION(S): That the Board of Supervisors:

1. Approve the attached agreement with the Humboldt Waste Management Authority (HWMA) for the period of July 1, 2008 to June 30, 2013.
2. Authorize the chair to sign three original copies of the contract.
3. Direct the Clerk of the Board to return the three signed original contracts to Environmental Health for processing.

SOURCE OF FUNDING:

Public Health Funds

DISCUSSION:

The Humboldt Waste Management Authority (HWMA), a local solid waste joint powers authority, of which the County is a member, has agreed to continue to implement activities and programs as required by the California Integrated Waste Management Act (CIWMA) on behalf of the County. The County Department of Health & Human Services, Environmental Health Division, previously managed these

Prepared by Cynthia Chason 268-2229 *cc*

CAO Approval *[Signature]*

REVIEW: *mg*  
Auditor \_\_\_\_\_ County Counsel *spin* Personnel \_\_\_\_\_ Risk Manager \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor **WOOLLEY**  
Seconded by Supervisor **NEELY**  
And unanimously carried by those members present,  
The Board hereby adopts the recommended action  
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

Dated: June 24, 2008  
Kathy Hayes, Clerk of the Board

By: Kikki Turner

activities until October 2006. On September 26, 2006 the Board of Supervisors approved the transfer of County Waste Reduction programs to the HWMA. The integrated waste management program benefits from being managed on a more regional basis at the HWMA. The Board of Supervisors is requested to continue this agreement for an additional five years until June 30, 2013.

As outlined in the agreement and on behalf of Humboldt County, HWMA shall maintain and update several plans required by the CIWMA. In addition HWMA will continue implementing activities required under those plans. Under the agreement, the County shall continue to forward Department of Conservation (DOC) beverage container grant funds to HWMA to help fund recycling services to residents in outlying areas and other activities, such as, recycling education to children in kindergarten through 12<sup>th</sup> grades. DOC grant funds have been less than \$19,000 annually on average.

FINANCIAL IMPACT:

Funding for the County's integrated waste management program is obtained through tipping fees collected at the Hawthorne Street transfer station managed by the HWMA. HWMA will retain the tipping fee for implementation of the County's responsibilities under the California Integrated Waste Management Act (AB 939). County receives DOC grant funds in Fund 1175, budget unit 430, Local Enforcement Agency, which will continue to be transferred to HWMA. Environmental Health has included this transfer in proposed County fiscal year 2008-2009 budget. There is no negative impact to the County general fund.

OTHER AGENCY INVOLVEMENT:

Humboldt Waste Management Authority

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion.

ATTACHMENTS:

1. Three original copies of the Agreement with the Humboldt Waste Management Authority for their California Integrated Waste Management Act compliance services

**AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
HUMBOLDT WASTE MANAGEMENT AUTHORITY FOR THE  
PROVISION OF COMPLIANCE AND WASTE REDUCTION SERVICES**

This Agreement is entered into this 24 day of June, 2008, by and between the County of Humboldt, a political subdivision of the State of California (hereinafter "COUNTY"), 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 6600 in order to provide economical coordination of solid waste management and disposal services, and the COUNTY is a member agency; and

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

WHEREAS, the COUNTY and the AUTHORITY desire to enter into an agreement whereby the AUTHORITY would provide California Integrated Waste Management Act (CIWMA) compliance services for the County and provide management and coordination of waste reduction and used oil programs for communities throughout unincorporated Humboldt County.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**I. SERVICES TO BE PROVIDED**

**A. California Beverage Container Recycling Fund Activities**

The AUTHORITY agrees to take over administration of the COUNTY's waste reduction program, including administration of the Department of Conservation Beverage Container Recycling Funds received by the COUNTY.

The AUTHORITY will provide recycling and litter reduction activities, as approved by the COUNTY and in compliance with the provisions of California Public Resources Code Section 14581. Eligible activities include, but are not necessarily 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 litter reduction.

The Department of Conservation (DOC) annually prepares and distributes a funding

request form to each city, county, or city and county. The form specifies the amount of beverage container recycling and litter cleanup funds for which the COUNTY is eligible.

The COUNTY shall be responsible for determining the date of availability of funds and shall timely forward correspondence, including passwords, to AUTHORITY. AUTHORITY shall prepare a draft proposal, conforming to the requirements of state law, for the COUNTY'S share of DOC Recycling Funds for review and approval by COUNTY. The proposal shall be provided to COUNTY in sufficient time to meet state deadlines. Upon approval, AUTHORITY shall complete grant application to DOC. Upon payment by DOC, the COUNTY will forward the total sum of funds provided by DOC.

The above procedure shall be followed until such time that statutory or regulatory changes allow direct payment of funds from DOC to the AUTHORITY.

COUNTY agrees to transfer to the AUTHORITY the funds it receives from the Department of Conservation (DOC) Beverage Container Grant and agrees to continue annually to transfer such funds at the rate set by DOC until it is possible for the AUTHORITY to receive such grant funds directly from DOC.

## B. AB939 Implementation and Compliance

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

### 1. Local Task Force

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

### 2. Countywide Integrated Waste Management Plans

The AUTHORITY agrees to implement the following plans, consistent with the requirements of the Public Resources Code and Title 14 of the California Code of Regulations:

<b>Countywide Integrated Waste Management Plan</b>	CIWMP	October-95	Revised through 5-year Review Process, June-06
<b>Source Reduction &amp; Recycling Element</b>	SRRE	September-93	Updated through Electronic Annual Report every year
<b>Household Hazardous Waste</b>	HHWE	September-	Updated through Electronic

<b>Element</b>		93	Annual Report every year
<b>Nondisposal Facility Element</b>	<b>NDFE</b>	July-94	February-06
<b>Siting Element</b>	<b>SE</b>	November-93	Updated through Electronic Annual Report every year

The AUTHORITY agrees to review and revise the Countywide Integrated Waste Management Plan (CIWMP) and elements thereof, including SRRE, HHWE, countywide siting element, and NDFE every five years, or sooner upon request of COUNTY. The AUTHORITY shall forward draft revisions and amendments to the COUNTY and the Local Task Force for their review and input prior to the public hearing process and prior to submittal to CIWMB. Upon approval and adoption by the COUNTY, the AUTHORITY shall forward completed plan documents to CIWMB. Requests by CIWMB staff for additional information will be forwarded to the AUTHORITY, who will prepare a response. All revisions and amendments of plan documents shall comply with the requirements of state statutes and regulations. Prior to any modification or revision of the Siting Element, the AUTHORITY shall consult with the Department of Community Development Planning Division, the Department of Health and Human Services Environmental Health Division, and the County Administrative Office.

### 3. Annual Reporting to CIWMB

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 CIWMB by August 1 of each year and shall encompass the previous calendar year, January 1 to December 31, inclusive. The report shall summarize the County's progress in reducing solid waste as required by PRC Section 41780.

The AUTHORITY shall submit a final draft report to COUNTY at least one month prior to submittal to CIWMB. The AUTHORITY shall submit the final report to CIWMB on behalf of County by August 1 of each year or, in the case of postponement by CIWMB, by the due date required by CIWMB, and shall provide copy of same to COUNTY.

### 4. Compliance and other Responsibilities

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

The AUTHORITY shall, in a timely manner, respond to all requests for information from CIWMB concerning the County's compliance with the Integrated Waste Management Act. Such responses shall be prepared for review by County prior to forwarding to CIWMB.

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

The AUTHORITY shall submit to COUNTY by July 1 of each year an implementation plan outlining proposed activities for the upcoming fiscal year.

All reports required to be submitted to COUNTY as indicated in this section shall be

provided to both the County Administrative Office and Department of Health and Human Services, Division of Environmental Health as follows:

Phillip Smith-Hanes  
Deputy County Administrative Officer  
County of Humboldt  
825 Fifth St., Room 111  
Eureka, CA 95501-1153

Brian Cox, Director  
Division of Environmental Health  
100 H Street, Suite 100  
Eureka, CA 95501

## II. FINANCIAL PROVISIONS

COUNTY will commit its share of AB939 tipping fees to the AUTHORITY. The AUTHORITY will continue to support and fund the AB939 program at no additional cost to COUNTY.

## III. EQUIPMENT

AUTHORITY received equipment through the previous Agreement which was used by AUTHORITY Program staff. COUNTY acknowledges that this used equipment has been returned or replaced and disposed of during the term of that Agreement.

## IV. INSURANCE REQUIREMENTS

THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the AUTHORITY is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting Authority's indemnification provided herein, AUTHORITY shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of AUTHORITY, its agents, employees or subcontractors:

A. 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 \$3,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall

be \$5,000,000. Said policy shall contain, or be endorsed with, the following provisions:

1. The County, its officers, employees and agents, 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 the County, its officers, agents, and employees.

2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.

3. The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this project, the AUTHORITY's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to AUTHORITY's insurance and will not be called upon to contribute with it.

5. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.

B. AUTHORITY is aware of the California Workers' Compensation and Employer's Liability insurance requirements and AUTHORITY verifies their coverage meets statutory limits of the California Labor Code.

C. Environmental Impairment Liability coverage appropriate for the hazardous materials/waste activity contemplated in the agreement. One million dollars (\$1,000,000) per claim; and two million dollars (\$2,000,000) annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement.

1. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.

2. For claims related to this project, the AUTHORITY's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to AUTHORITY's insurance and will not be called upon to contribute with it.

D. AUTHORITY shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If AUTHORITY does not keep all required policies in full force and effect, County shall notify AUTHORITY in writing and AUTHORITY shall have thirty (30) days from the date of written notification to cure such lapse to AUTHORITY's reasonable satisfaction. If AUTHORITY does not cure such lapse, County may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. All coverages shall

be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to County.

#### V. TERM

This Agreement shall become effective on July 1, 2008, and shall remain in effect until June 30, 2013, unless sooner terminated as provided herein. The term of this Agreement may be extended with the written consent of the parties.

#### VI. TERMINATION

This Agreement may be terminated, for any reason, by either party with 90 days written notice to the other party. For cause, defined as the breach of a material provision of this Agreement, a party may terminate this Agreement, by written notice, 30 days after notice of default, if the default has not been cured.

#### VII. COMPLIANCE WITH LAWS

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

#### VIII. HOLD HARMLESS/INDEMNIFICATION CLAUSE

Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their 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.

Acceptance of insurance, if required by this agreement, does not relieve the Authority from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Authority's operations regardless if any insurance is applicable or not.


#### IX. NUCLEAR FREE CLAUSE


The AUTHORITY certifies by its signature below that it is not a Nuclear Weapons Contractor, in that it 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. The AUTHORITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if the AUTHORITY becomes a Nuclear Weapons Contractor.



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

**COUNTY OF HUMBOLDT**

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:  
  
\_\_\_\_\_  
Clerk of the Board

Insurance Certificates approved:

By:   
\_\_\_\_\_  
Risk Manager

**HUMBOLDT WASTE  
MANAGEMENT AUTHORITY**

  
\_\_\_\_\_  
Executive Director,  
Humboldt Waste Management Authority

Attest:  
  
\_\_\_\_\_  
General Counsel,  
Humboldt Waste Management Authority