

**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 28 day of January, 2020 ("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").

RECITALS

WHEREAS, the Authority is a joint powers agency created pursuant to the provisions of Government Code Sections 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 §§ 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. Services To Be Provided. 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 of Agreement. This Agreement shall become effective on July 1, 2019, and shall remain in effect until June 30, 2022, unless sooner terminated as provided herein. The term of this Agreement may be extended upon the written consent of the parties.

3. Early Termination.

- a. This Agreement may be terminated for any reason by either party with ninety (90) days written notice to the other party. 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. 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.

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.

4. Compliance With Laws. Each party agrees to comply with all federal, state and local laws and regulations applicable to its performance under this Agreement.
5. Payment for Services. Authority services will be funded from CalRecycle funds available for the specific activity, and from the Member Agency's quarterly "County/Cities AB 939 Program ¹" payments from the Authority.
6. 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

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.

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 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.

7. 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.
8. 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.
9. Indemnification. 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.
10. General Insurance Requirements. Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies.
11. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the

notice provisions described herein.

MEMBER AGENCY
County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

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

12.

Relationship of Parties. The parties intend that the Authority, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. The Authority is not to be considered an agent or employee of Member Agency, and is not entitled to participate in any pension plans, worker's compensation insurance, or similar benefits that Member Agency provides for its employees.

13. Notices. Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

MEMBER AGENCY
County Administrative Officer
County of Humboldt
825 5th Street
Eureka, CA 95501

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

14. Waiver, Modification or Amendment Ineffective Unless in Writing. No waiver or modification of this Agreement, the Scope of Work, or any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by the parties to be charged therewith. Modifications to the Scope of Work may be made administratively if set forth in writing and signed by each party's duly authorized representative; provided, however, that any modification which either increases the cost to Member agency or alters the basic purpose of the Agreement may be made only with prior written approval of legislative bodies of both parties.

15. Provisions Required by Law. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms 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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. Counterparts. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each 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. 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, for all purposes.

17. Designated Representatives. With the execution of this Agreement, the Authority and Member Agency shall designate specific individuals to act as their respective representatives regarding the services to be performed or furnished under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

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

MEMBER AGENCY:

Estelle Fennell Date: 1/28/2020
Title: Estelle Fennell, Chair Board of Supervisors

Attest:

[Signature] Date: 1/28/2020
Clerk of Member Agency Ryan Sharp

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY:**

Frank Wilson Date: _____
Vice Chair of the Board, FRANK WILSON
Humboldt Waste Management Authority

Attest:

[Signature] Date: Nov 14, 2019
Clerk,
Humboldt Waste Management Authority

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) sections 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 County, submit the application to CalRecycle, and receive direct payment of the Member Agency's CCPP funds. 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 PRC 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 PRC section 41780. A copy of the report will be provided to the Member Agency.

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 HWMA staff, in conjunction with County of Humboldt 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 5th Five-Year CIWMP

No later than September 1, 2021, HWMA will prepare the draft 5th Five Year CIWMP for review by the County Administrative Officer's designee. The plan will be prepared consistent with PRC Section 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, 2017 through December 31, 2022 and will provide required information. Following review and administrative approval, HWMA will forward the 5th 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, 2022. A copy of the report will be provided to each jurisdiction.

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 CIWMP 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 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 "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.

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

[SAMPLE]

FY XX-XX AB 939 Impementation Plan (county)		Date Completed	Status	Notes
Per County Contract, HWMA's Planned Waste Reduction Activities July 1, 20XX-June 30, 20XX				
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 CCPG 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 CRRA, 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				
Advetise 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				