

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT WASTE MANAGEMENT AUTHORITY
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding (“MOU”), entered into this 4th day of October, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Humboldt Waste Management Authority, a California non-profit corporation, hereinafter referred to as “HWMA,” is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county’s general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as “Measure Z,” on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens’ Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 19, 2016, HWMA submitted a Measure Z application to the Citizens’ Advisory Committee requesting an allocation of Forty Thousand Dollars (\$40,000.00) to mitigate the expenses associated with the illegal disposal of refuse in both the incorporated and unincorporated areas of Humboldt County; and

WHEREAS, on June 28, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by HWMA in the amount of Forty Thousand Dollars (\$40,000.00) through June 30, 2017; and

WHEREAS, COUNTY and HWMA desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the expenditure of Measure Z funds that have been allocated to HWMA.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto mutually agree as follows:

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1. COUNTY OBLIGATIONS:

COUNTY will provide HWMA with an amount not to exceed Forty Thousand Dollars (\$40,000.00) to mitigate the expenses associated with the illegal disposal of refuse in both the incorporated and unincorporated areas of Humboldt County.

2. HWMA OBLIGATIONS:

- A. Scope of Services. HWMA will dispose of illegally discarded waste brought to the transfer station for proper disposal as set forth in Exhibit A – Application for Measure Z Funding – which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. HWMA will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using the COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Recognition of Measure Z Funding. HWMA shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, HWMA fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to HWMA. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HWMA seven (7)

days advance written notice of its intent to terminate this MOU due to insufficient funding.

- D. Compensation Upon Termination. In the event of any termination of this MOU, HWMA shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by HWMA.

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5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Forty Thousand Dollars (\$40,000.00). HWMA agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. HWMA shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by HWMA, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HWMA. HWMA shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which HWMA estimates that the maximum payable amount will be reached.

6. PAYMENT:

HWMA shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference. HWMA shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by HWMA shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either 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.

COUNTY: Humboldt County Administrative Office
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

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HWMA: Humboldt Waste Management Authority
Attention: Jill K. Duffy, Executive Director
1059 W. Hawthorne Street
Eureka, California 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. HWMA 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 MOU, 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 pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HWMA, 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 MOU. HWMA hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. HWMA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY 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 MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because HWMA's documentation is

nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

HWMA agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor HWMA's records, programs or procedures, at any time, as well as the overall operation of HWMA's programs, in order to ensure compliance with the terms and conditions of this MOU. HWMA will cooperate with a corrective action plan, if deficiencies in HWMA's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by HWMA pursuant to the terms of this MOU.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, HWMA may receive information that is confidential under local, state or federal law. HWMA 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, but not limited to: 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 Laws. The parties acknowledge 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 MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, HWMA, 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual

orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. HWMA 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 Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. HWMA shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, HWMA's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve HWMA from liability under this provision. This provision shall apply to all claims for damages related to the services performed by HWMA pursuant to the terms and conditions of this MOU regardless if 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 by HWMA hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and HWMA is not entitled to any rights hereunder, unless certificates of insurance or other sufficient 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 HWMA's indemnification obligations provided for herein, HWMA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and 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 HWMA and 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 incident, including, but not limited to, 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.

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2. Automobile/Motor Liability Insurance with a limit of liability of no 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. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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 COUNTY, 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 HWMA may be exposed to liability. HWMA 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 COUNTY, 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 HWMA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - 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 COUNTY in accordance with the notice provisions set forth herein. It is further understood that HWMA shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
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 MOU, HWMA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HWMA's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. HWMA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If HWMA does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and HWMA agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the

monies owed to HWMA under this MOU.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HWMA 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 of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 5th Street, Room 131
Eureka, California 95501

HWMA: Humboldt Waste Management Authority
Attention: Jill K. Duffy
1059 W. Hawthorne Street
Eureka, CA 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that HWMA shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. HWMA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

HWMA agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this MOU. HWMA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU 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.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such

amendment.

19. SEVERABILITY:

If any provision of this MOU, 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 MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by HWMA in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by HWMA to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU 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.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU 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 MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of HWMA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HWMA shall promptly refund, any funds disbursed to HWMA, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

HWMA 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. HWMA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

25. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of

both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

This MOU 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.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to HWMA suggested language for all press releases and a Measure Z logo. In addition, HWMA shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

HWMA shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. HWMA shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

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 MOU, the terms and

conditions set forth herein shall have priority.

32. INTERPRETATION:

This MOU, 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 party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

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

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, 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 MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of 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 MOU are hereby ratified.

36. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

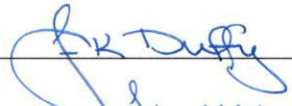
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

By: 
Name: Sofia Pereira
Title: Chair

Date: 9/8/2016

By: 
Name: Jim K Duffy
Title: Executive Director

Date: 9/8/2016

COUNTY OF HUMBOLDT:

By: 
Mark Lovelace
Chair Board of Supervisors

Date: 10/2/16

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from *Measure Z*.)

APPLICATION FOR FUNDING

RECEIVED
FEB 11 2016
CAO

Agency Name: Humboldt Waste Management Authority

Mailing Address: 1059 W. Hawthorne Street, Eureka, CA 95501

Contact Person: Jill K. Duffy

Title: Executive Director

Telephone: 707.268.8680

E-mail address: jduffy@hwma.net

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2016-17: \$ 40,000

2. ENTITY TYPE -- Please check appropriate box.

- a. Humboldt County Department
- b. Contract Service Provider to Humboldt County
- c. Local Government Entity
- d. Private Service Provider
- e. Non-Profit Service Provider
- f. Other

3. Please provide brief description of proposal for which you are seeking funding.

The Humboldt Waste Management Authority (Authority) respectfully approaches the Measure Z funding committee with a request to fund a portion of the cost incurred by the Authority of expenses associated with mitigating illegal disposal, both in the cities and within unincorporated Humboldt County.

HWMA is the joint powers authority representing integrated waste management and disposal mandates and requirements for unincorporated Humboldt County and the five member cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell. An Authority sponsored application submitted for the 2015 round of Measure Z funding described in detail the scope of illegal trash in terms of county-wide impacts, those working to remove the blight, the mechanisms required to manage the materials, and costs directly related to ultimate disposal.

The Authority relies on a tipping fee to fund daily operations, not property assessments or other taxes. Within the tipping fee, a county pass-through identifies monies for special projects and programs, including some costs related to illegal disposal. As envisioned, non-profit and civic groups could clean a beach or river bar and have the Authority absorb the disposal costs for materials brought to the Hawthorne Street Transfer Station in Eureka. The member agencies, the county and cities, can also actively tap into this fund to help with disposal costs.

Thus far during fiscal year 2015-16, the Authority budget for illegal cleanup has been substantially increased, as noted in the table at Question # 5. The majority of these costs lie directly within operations to remove and mitigate temporary transient encampments, many of which border Humboldt Bay and adjacent wetlands. These activities are conducted by our member agencies, principally the City of Eureka and Humboldt County.

This request asks for \$40,000.00 to augment the Authority FY2016-17 budget directly related to the disposal of illegally discarded waste brought to the transfer station for proper disposal.

4. Measure Z funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future Measure Z funds?

The funding request is in addition to funds that are annually identified to pay for illegal cleanup. This Illegal Dumping and Cleanup Fund portion of the Authority budget will continue to be a funding tool well beyond the anticipated closure date of measure Z revenues.

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

Each year the HWMA Board of Directors allocates a portion of County Wide Pass-Through Fees funds (embedded in the Waste Management Fee) to be used by member agencies for costs associated with disposal of illegally dumped garbage on public right-of-way or properties. Representatives of member agencies contact the Authority to advise us of the approximate volume of material and date of delivery. On arrival, disposal fees are waived. Actual material disposed is weighed and recorded by HWMA staff.

HWMA Budget -Illegal Dumping and Cleanup Fund -Disposal Costs Summary

Fiscal Year	Original allocation	Additional allocation	Annual total
2014-15	\$25,000.00	\$12,000.00	\$37,000.00
2015-16 (to date)	\$40,000.00	\$16,500.00	\$56,500.00

To date, the City of Eureka alone has used in excess of \$33,000.00 with activities related to transient camp relocation during fiscal 2015-16.

6. If you are awarded Measure Z funds, how will you use them to leverage additional grants, contributions, or community support?

The member agency cities and County of Humboldt face a daunting task with the management of a large homeless community living in transient settings. A myriad of social issues must be navigated to insure quality of life for those impacted by homelessness as well as the long time established residents and businesses that are the base fabric of our community.

As relocation efforts are mounted, it is vital that the environmental and social implications of appropriate cleanup and mitigation be understood and conveyed to the public sector in order help understand and better protect the extremely sensitive riparian and intertidal habitats that are often impacted. Much as with the South Jetty mitigation project in 1997, public support will follow reasonable efforts as these lands are returned to full use and natural stability.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

No new or expanded activity will be necessary to accommodate this request. The Authority would evaluate existing protocol with city and county staff and continue to coordinate and streamline the processing of requests

by our member agencies, non-profits, and community organizations. Authority staff will review internal reporting procedures for data and reporting collection.

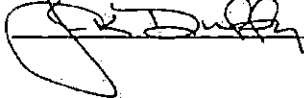
ATTACHMENTS—Please include the following with your application

Proposal Narrative: Brief description of your request for *Measure Z* funds – Please explain how it is an essential service or for public safety. (*one page maximum*)

Program Budget – (See Attachment 2)

I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: FEB 11, 2016

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures
c/o County Administrative Office
825 Fifth Street, Suite 111
Eureka, CA 95501-1153.

Proposal Narrative: Brief description of your request for *Measure Z* funds – Please explain how it is an essential service or for public safety. (*one page maximum*)

Humboldt Waste Management Authority asks for additional funding to support an active program that funds disposal of trash and garbage that is illegally disposed of in Humboldt County. This successful program is used by member agencies, the county and five cities, which comprise the agency as Humboldt County's joint powers waste management authority. Private civic and local environmentally based non-profits also utilize the Illegal Dumping and Cleanup Fund, when using volunteers to clean up local beaches and river banks.

This request is for funding in the amount of \$40,000.00 for fiscal year 2016-17 to supplant current funding levels approved by our Board of Directors. A tremendous amount of the 2015-16 funding is currently being used by our member agencies and their rate payers, principally the City of Eureka and Humboldt County, to cover costs directly relating to disposal of trash generated by the cleanup and mitigation of transient encampments. This trend is expected to continue as community efforts focus on dealing with homeless populations and transient camp cleanup. The problem is ubiquitous, and the solutions are hands on and expensive.

The Humboldt electorate approved Measure Z looking for ways to fund steps that have an immediate impact on public health and safety issues in our community. Infusing much needed money into a proven and successful program that pays actual disposal costs relating to homelessness and illegal disposal meets this goal. Long term gain can be measured in large part by the restoration of sensitive tidal habitat and public lands and trails that are returned to full use.

Program Budget:

The requested amount will only be utilized to cover disposal costs directly related to illegal dumping, exclusive of any administrative or operating expenses.

Fiscal Year 2016-2017 Budget allocation for Illegal Dumping and Cleanup Fund	\$40,000.00
Measure Z Supplemental funding for FY 2016-17	\$40,000.00
Total available funds	\$80,000.00

The HWMA Executive Director and Director of Finance report to the Board of Directors on a monthly, semi-annual, and annual basis on status of the Authority budget. These comprehensive summaries include various budget expenditures and identified line items including the Illegal Dumping and Cleanup Fund. The Board meeting packets are available on the web site at www.hwma.net. A summary of expenditures allocated from the fund can be provided the the Measure Z committee at the close of the fiscal year if requested..

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
Humboldt Waste Management Authority
Fiscal Year 2016-2017

1. DUE DATES:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. HWMA must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

2. SUBMISSION OF REPORTS:

All reports should be emailed to cao@co.humboldt.ca.us or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office
Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Humboldt Waste Management Authority
Fiscal Year 2016-2017

COUNTY OF HUMBOLDT – MEASURE Z
Report Form



Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

ATTACHMENT II - EXHIBIT D
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance	
A. Personnel Costs				
Title: Salary and Benefits Calculation:			0.00	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Total Personnel:		0.00	0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Operating Costs:		0	0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Consumable/Supplies:		0	0	0

ATTACHMENT II - EXHIBIT D
 Budget
 Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:		0	0
E. Fixed Assets			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:		0	0
Invoice Total:		0.00	

ATTACHMENT II - EXHIBIT E

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 County Administrative Office
 825 Fifth Street, Room 112
 Eureka Ca 95501



(707) 445-7266

_____ Date

_____ Date

Issue Date
07/01/2016

MEMBER'S CERTIFICATE OF COVERAGE

1.02

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Participating Member:
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501-2150

Member Number:
BOP-7136

Entity Affording Coverage:
Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> General Liability Personal Injury and Property Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Public Officials and Employees Errors & Omissions	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Elected Officials Personal Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$500,000
<input checked="" type="checkbox"/> Employment Practices Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Employee Benefits Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Employee and Public Officials Dishonesty	EDC-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$1,000,000
<input checked="" type="checkbox"/> Auto Liability Personal Injury and Property Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Auto Physical Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Limits on File
<input checked="" type="checkbox"/> Uninsured / Underinsured Motorists	UMI-SDRMA-201617	07/01/2016	07/01/2017	Each Accident \$1,000,000
<input type="checkbox"/> Trailer				
<input checked="" type="checkbox"/> Property Includes Fire, Theft and Flood	PPC-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence \$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Boiler and Machinery	BMC-SDRMA-201617	07/01/2016	07/01/2017	Each Occurrence \$100,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Workers' Compensation A. Statutory Workers' Comp. B. Employers' Liability Coverage	WCP-SDRMA-201617	07/01/2016	07/01/2017	Each Occurrence Each Occurrence Statutory \$5,000,000

Description; All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer