



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: July 22, 2014

Date: July 7, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director
Department of Health and Human Services – Public Health

Mike Glesby for Susan Buckley

Subject: Agreement between Humboldt Waste Management Authority and the County of Humboldt for continued implementation of County Waste Reduction programs through June 30, 2019.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with Humboldt Waste Management Authority (HWMA) for the period of July 1, 2014 to June 30, 2019.
2. Authorize the Chair to sign three original copies of the contract.
3. Direct the Clerk of the Board to return three signed original contracts to Public Health Administration for processing.

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

The purpose of the proposed Agreement is for HWMA, a local Joint Powers Authority of which the County is a member, to act on behalf of the County to administer waste reduction activities and reporting requirements in accordance with the California Integrated Waste Management Act (AB 939) and to work towards the California Department of Resources Recycling and Recovery's (CalRecycle) 75% diversion

Prepared by DJ Wieman, Administrative Analyst *[Signature]* CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]* County Counsel *[Signature]* Human Resources *[Signature]* Other *[Signature]*

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-11, D-17, C-7

Meeting of: 9/26/06, 6/24/08, 9/24/14

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Lavelace, Bohn, Fennell, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *July 22, 2014*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

goal.

The Department of Health and Human Services, Division of Environmental Health (DHHS-DEH) managed these programs until 2006. On September 26, 2006, the Board approved the transfer of the County Waste Reduction programs to HWMA. The initial agreement service period was from October 2006 through June 2008. In July 2008, a five-year agreement was signed between the County and HWMA for similar waste reduction services that expired on June 30, 2013. A subsequent agreement for these services was signed for fiscal year 2013-14.

Attached is the proposed five-year Agreement to cover the same services for July 1, 2014 through June 30, 2019. The Agreement is updated to reflect current CalRecycle requirements and to improve communication between HWMA and the County. DHHS-DEH is the primary contact with HWMA regarding the Agreement.

The services in the Agreement include: securing Beverage Container Recycling Grant funds for waste and litter reduction; preparation of the County's Annual AB 939 Electronic Annual Report to CalRecycle; assistance with CalRecycle and public inquiries; implementation of state goals by promoting recycling at large events; public education; and other County-directed activities. Maintenance of the county-wide Integrated Waste Management Plan is a responsibility borne by the County on behalf of its jurisdictions, and is included as a service in this Agreement.

This item is coming before your Board after the effective date due to delays resulting from the parties' discussions to update the terms of the Agreement. In previous agreements, the parties did not include a specific provision addressing the allocation of potential penalties which may result from the parties' conduct. (Public Resources Code, which mandates that jurisdictions divert 50% of their waste from landfills, holds that CalRecycle may fine a jurisdiction up to \$10,000 per day for non-compliance with this diversion requirement.) DHHS-DEH agreed to continue with the existing language of the Agreement for several reasons, including Humboldt County's ongoing compliance in this area since before the state-imposed timeline, January 1, 2000; the extreme unlikelihood of imposed penalties; the protection afforded by the existing indemnification clause; and in the interest of time so as to avoid any lapse in the work provided by HWMA. DHHS-DEH intends to continue working with HWMA to determine whether a separate agreement is necessary to address potential penalties.

FINANCIAL IMPACT:

Under the proposed Agreement, HWMA will continue to collect County apportioned AB 939 fees (\$4.93/ton) on waste generated in the County. For fiscal year 2014-15, this is estimated to generate \$72,581. In addition, HWMA will apply for the County's portion of CalRecycle Beverage Container Recycling Grant funds, estimated at \$19,800. The total amount of funding from these two sources for fiscal year 2014-15 is expected to be \$92,381. Funding may vary over the course of the Agreement as disposal tonnage and CalRecycle Beverage Container funding fluctuates, although extreme variation is not anticipated. There will be no impact on Humboldt County's General Fund. This agreement with HWMA supports the Board's Strategic Framework by creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

Humboldt Waste Management Authority, Humboldt County Department of Public Works and County Administrative Office.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the Agreement with HWMA. This is not recommended, as the County Waste Reduction program benefits from being managed on a more regional basis by HWMA.

ATTACHMENTS:

1. Three (3) copies of the Agreement with the Humboldt Waste Management Authority for California Integrated Waste Management Act compliance services.

ATTACHMENT 1

Agreement with the Humboldt Waste Management Authority
for California Integrated Waste Management Act Compliance
Services (3 copies)

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

This Agreement is entered into this 22nd day of July, 2014, 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 authority (hereinafter "AUTHORITY").

RECITALS

WHEREAS, the AUTHORITY is a joint powers authority created pursuant to the provisions of Government Code Sections 6500 *et seq.* 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 AUTHORITY'S Joint Exercise of Powers Agreement authorizes the AUTHORITY to provide other related waste management duties on behalf of member agencies, provided such services are paid for solely by the contracting member; and

WHEREAS, beginning in 2006, the COUNTY and the AUTHORITY first entered into an agreement whereby the AUTHORITY has provided California Integrated Waste Management Act ("CIWMA", or "AB 939") compliance services and management of other waste reduction services for the COUNTY, and the parties renewed the agreement which expired on June 30, 2013.

WHEREAS, on September 24, 2013, the parties entered into an agreement retroactively covering the period July 1, 2013 to June 30, 2014 for purposes of securing Beverage Container Recycling Grants for waste and litter reduction, preparation of the County's Annual AB 939 Electronic Annual Report to the California Department of Resources Recycling and Recovery (CalRecycle), assist with CalRecycle and public inquiries, among various other services, and

WHEREAS, the current agreement expires on June 30, 2014 and the parties desire to renew said agreement on the terms and conditions as specified herein.

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

I. SERVICES TO BE PROVIDED

The AUTHORITY shall perform those services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein.

II. RELATIONSHIP OF PARTIES

The AUTHORITY shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Worker's Compensation Benefits, available or granted to employees of COUNTY. The AUTHORITY shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and the AUTHORITY.

III. FINANCIAL PROVISIONS

COUNTY shall direct its share of AB 939 tipping fees to the AUTHORITY which will continue to be used to fund AB 939 activities. For AB 939 activities that exceed said available COUNTY AB 939 tipping fees directed to the AUTHORITY, the AUTHORITY will work with the COUNTY to identify additional project-specific funding. The AUTHORITY is not obligated to provide additional services for the COUNTY pursuant to this Agreement unless said additional project-funding is obtained.

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 current A.M. Best ratings 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 Three Million Dollars (\$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 Five Million Dollars (\$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 (ten (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 One Hundred Thousand Dollars (\$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, 2014, and shall remain in effect until June 30, 2019, 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 ninety (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, thirty (30) days after notice of default, if the default has not been cured. Notices of termination must be sent to:

Humboldt Waste Management Authority
Executive Director
1059 W. Hawthorne
Eureka, CA 95501

Humboldt County Department of Health & Human Services
Director, Division of Environmental Health
100 H St., Ste 100
Eureka, CA 95501

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, 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.

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.

X. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding, and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

XI. AMENDMENT

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

XII. JURISDICTION AND VENUE

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

XIII. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION

The AUTHORITY shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), 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), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

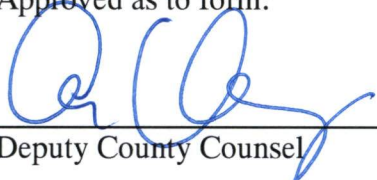
COUNTY OF HUMBOLDT


Chair, Board of Supervisors

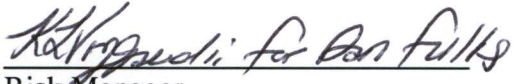
Attest:


Clerk of the Board

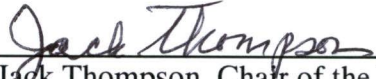
Approved as to form:


Deputy County Counsel

Insurance Certificates approved:


Risk Manager

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

 July 16, 2014
Jack Thompson, Chair of the Board
Humboldt Waste Management Authority

Attest:


Clerk, Humboldt Waste Management Authority

Approved as to form:

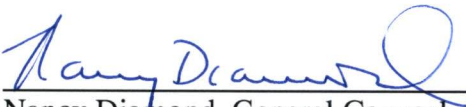

Nancy Diamond, General Counsel

EXHIBIT A SCOPE OF WORK

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

A. California Beverage Container Recycling Fund Activities

The AUTHORITY agrees to oversee administration of the COUNTY's waste reduction program, including administration of CalRecycle's Beverage Container Recycling Funds (formerly administered by the Department of Conservation) allocated to 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 curbside and drop off recycling programs, recycling assistance and containers for large events including fairs and community festivals, classroom and public education promoting beverage container recycling, litter prevention and cleanup, public outreach promoting local recycling options including CRV buyback facilities, 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.

CalRecycle 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 AUTHORITY shall annually complete and submit a grant application to CalRecycle on behalf of the COUNTY, and may receive direct payment of the COUNTY's Beverage Container Recycling Funds.

In the event that funding from CalRecycle's Beverage Container Recycling Funds program is discontinued or becomes unavailable to COUNTY, the AUTHORITY's responsibility under this provision will cease.

B. AB 939 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 AB 939, as codified in Public Resources Code Division 30 Integrated Waste Management Act and Title 14 of the California Code of Regulations (CCR), Division 7, Chapter 9. Such compliance services shall include the following activities:

1. Disposal Reporting Requirements

As required in 14 CCR Article 9.2, Section 18812, the COUNTY acting as an 'Agency,' is

responsible for reporting the amount of solid waste exported from Humboldt County to out-of-state landfills. Export reports are submitted quarterly to CalRecycle. The COUNTY is additionally responsible for submitting to CalRecycle an Annual Report of Facility Methods. These facility methods are completed by transfer stations and given to the COUNTY, who will submit it to CalRecycle by April 15 of each operative year, or as required by CalRecycle. The AUTHORITY shall compile reports described here on behalf of the COUNTY and submit them to CalRecycle.

Independent of this Agreement, the AUTHORITY, as an 'Operator' of a transfer station, and conforming with the disposal reporting requirements of Section 18809, determines solid waste tonnage by jurisdiction of origin for Humboldt County's eight jurisdictions. The AUTHORITY compiles quarterly disposal reports by jurisdiction of origin and submits them to California landfills receiving Humboldt County waste. The AUTHORITY also submits quarterly disposal reports to Humboldt County jurisdictions so that they may complete individual AB 939 Electronic Annual Reports.

The COUNTY, acting as a 'Jurisdiction,' under disposal reporting requirements in 14 CCR Article 9.2, Section 18813, is responsible for submitting an AB 939 Electronic Annual Report to CalRecycle on behalf of the unincorporated COUNTY (*see also*, Section B.4. below).

2. Local Task Force

As required by Public Resources Code (PRC) Section 40950, the AUTHORITY shall convene the Local Task Force every five years or as necessary to coordinate a review of the Countywide Integrated Waste Management Plan including city Source Reduction and Recycling Elements, the County Source Reduction and Recycling Element, the County Non-Disposal Facility Element, and Siting Element to determine if the documents are in need of update. The membership of the task force shall be determined in conformity with the requirements of PRC Section 40950. HWMA resolution 2003-4, adopted in February 2003, further defines the makeup of the task force. The AUTHORITY shall ensure that the task force carries out its statutory responsibilities.

3. Countywide Integrated Waste Management Plans

The AUTHORITY agrees to implement the following plans, consistent with the requirements of the PRC and CCR as follows:

Countywide Integrated Waste Management Plan (CIWMP)

Document	Start Date	Update
CIWMP	October-95	5 year review process
Source Reduction & Recycling Element (SRRE)	September-93	Annual EAR*
Household Hazardous Waste Element (HHWE)	September-93	Annual EAR*

Non-Disposal Facility Element (NDFE)	July-94	As needed
Siting Element (SE)	November-93	Annual EAR*

*Electronic Annual Report

The AUTHORITY shall review and revise the CIWMP and elements thereof, including the SRRE, HHWE, countywide SE, and NDFE every five years, or as needed. The AUTHORITY shall forward draft revisions of the five-year CIWMP review and amendments to the Local Task Force for their review and input prior to submittal to CalRecycle. Upon review by the Local Task Force, the AUTHORITY shall forward completed CIWMP documents to CalRecycle. The AUTHORITY and COUNTY's Department of Health and Human Services – Division of Environmental Health (DHHS DEH) will coordinate preparation of NDFE documents as needed to reflect new or updated non-disposal facilities. The AUTHORITY shall submit updated NDFE documents to CalRecycle. Requests by CalRecycle staff for additional information will be made 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.

4. Electronic Annual Reporting (EAR) to CalRecycle

On behalf of the COUNTY, the AUTHORITY shall prepare an AB 939 Electronic Annual Report (EAR) as required by PRC Section 41821, according to the procedures and requirements of 14 CCR Sections 18794.0 through 18794.5. The report is due to CalRecycle by August 1 of each year and shall encompass the previous calendar year, January 1 to December 31, inclusive. The report shall summarize the unincorporated COUNTY's progress in reducing solid waste as required by PRC Section 41780 and in developing waste reduction programs.

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

Deputy County Administrative Officer
County of Humboldt
825 Fifth St., Room 112
Eureka, CA 95501

Director
Department of Health and Human Services–
Division of Environmental Health
100 H Street, Suite 100
Eureka, CA 95501

Deputy Public Works Director – General Services
Department of Public Works
1106 2nd St.
Eureka, CA 95501

5. 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 CalRecycle concerning the COUNTY's compliance with the CIWMA. The AUTHORITY's written responses regarding compliance shall be reviewed by COUNTY prior to forwarding to CalRecycle.

All compliance documents submitted to COUNTY shall be provided to:

Deputy County Administrative Officer
County of Humboldt
825 Fifth St., Room 112
Eureka, CA 95501

Director
Department of Health and Human Services
Division of Environmental Health
100 H Street, Suite 100
Eureka, CA 95501

Deputy Public Works Director – General Services
Department of Public Works
1106 2nd St.
Eureka, CA 95501

If CalRecycle issues any compliance order pursuant to 14 CCR Section 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 for the remaining term of the Agreement.

As requested by the COUNTY, the AUTHORITY shall make available accounting records associated with this Agreement for viewing by the COUNTY.

6. AB 939 Waste Reduction Activities

The AUTHORITY shall submit, by June 1 of each year, an implementation plan outlining proposed activities for the upcoming fiscal year to the COUNTY Deputy Public Works Director – General Services, the DHHS DEH – Director, and the Deputy County Administrative Officer. The referenced Directors and Officer shall each respond with any comments in a timely manner.

a. Outreach and Promotional Activities

The AUTHORITY shall assist the COUNTY in providing coordinated and cooperative regional outreach including, but not limited to, new and ongoing state legislation and local ordinances related to solid waste and hazardous waste disposal and reduction. The AUTHORITY will also assist the COUNTY with disseminating information regarding curbside and self-hauled recycling, and conducting waste-related education and promotions as needed, including recycling events and universal waste satellite drop offs (*i.e.* electronic waste, medical sharps, pharmaceuticals) targeting unincorporated COUNTY citizens. The AUTHORITY will consider providing assistance to other public education opportunities about waste reduction topics and programs as requested by the COUNTY.

b. Waste Reduction Assistance

The AUTHORITY shall assist the COUNTY in providing assistance, including but not limited to, solid waste disposal and diversion data collection, community event recycling assistance, model policy documents, and administrative assistance related to waste diversion grant applications, program maintenance, and development, as necessary. The AUTHORITY will consider providing assistance to other waste reduction assistance and program development options as requested by the COUNTY.