

**BOARD OF DIRECTORS**

Sofia Pereira, City of Arcata,
 Elaine Hogan, City of Blue Lake
 Leslie Castellano, City of Eureka
 Michael Sweeney, City of Ferndale, **Chair**
 Rex Bohn, County of Humboldt
 Frank Wilson, City of Rio Dell, **Vice Chair**

Agenda

Thursday, November 14, 2019 at 5:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

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1. Call to Order and Roll Call at 5:30 PM**2. Consent Calendar**

All matters listed under the Consent Calendar are considered to be routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

- a. Approve Minutes from the October 10, 2019 HWMA Board of Directors Meeting
- b. Update on Fiscal Year 2019-2020 Financial Information through September 2019
- c. Approve Agreement between HWMA and County of Humboldt to Provide California Integrated Waste Management Act Compliance and Waste Reduction Services.
- d. Approve Amendment Number 1 to Leachate Hauling Agreement with B&B Portable Toilets, LLC from Cummings Road Landfill
- e. Approve Amendment Number 1 to Extend Household Hazardous Waste Hauling and Disposal Agreement with Stericycle for a Period of One (1) Year.

3. Oral and Written Communications

This time is provided for people to address the Board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires Board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

4. Approve Resolution 2020-05 Authorizing Compensation for HWMA Employees Unable to Work Regular Works Shifts on October 9, 2019 and October 26 through October 28th, 2019 Due to the Pacific Gas and Electric Power Shutdown, and Delegate Future Authority for Events of Ten Days or Less.**5. Board Member Reports****6. Executive Director's Report****7. Adjourn**



BOARD OF DIRECTORS

Sofia Pereira, City of Arcata
Frank Wilson, City of Rio Dell, Vice-Chair
Leslie Castellano, City of Eureka
Elaine Hogan, City of Blue Lake
Michael Sweeney, City of Ferndale, Chair
Rex Bohn, County of Humboldt

Minutes

Thursday, October 10, 2019 at 5:30 PM
Eureka City Council Chambers
531 K Street, Eureka, CA

Present: Michael Sweeney, Sofia Pereira, Leslie Castellano, Rex Bohn
Absent: Elaine Hogan, Frank Wilson
Staff: Jill Duffy, Tyler Egerer, Eric Keller-Heckman, Deirdre Hanners
Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM

Chairman Sweeney called the meeting to order at 5:36 p.m. A quorum was present and acting.

2. Consent Calendar

- a. Approve Minutes from the September 12, 2019 HWMA Board of Directors Meeting
- b. Approve Agreement between HWMA and Mattress Recycling Council CA
- c. Approve Replacement of Cummings Road Landfill Leachate Compressor for Landfill Leachate Collection System
- d. Approve Agreement between HWMA and County of Humboldt to Provide California Integrated Waste Management Act Compliance and Waste Reduction Services.

Chairman Sweeney pulled Item 2a.

Executive Director Duffy continued Item 2d to the November meeting.

Chairman Sweeney opened the floor to public comment regarding the balance of the Consent Calendar. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Bohn moved and Director Pereira seconded the motion to approve the balance of the Consent Calendar.

Action: Approve the Motion as made by Director Bohn and seconded by Director Pereira by the following vote:

Ayes: Sweeney, Pereira, Castellano, Bohn

Nays: None

Absent: Wilson, Hogan

Item 2a: Chairman Sweeney noted that several references to Motions had not been updated to reflect the intent of the motion, instead being copies of a previous motion. Staff was directed to correct the error.

Motion: Director Pereira moved and Director Castellano seconded the motion to approve the September 12, 2019 minutes with directed changes.

Action: Approve the Motion as made by Director Pereira and seconded by Director Castellano by the following vote:

Ayes: Sweeney, Pereira, Castellano, Bohn

Nays: None

Absent: Wilson, Hogan

3. Oral and Written Communications

Chairman Sweeney opened the floor to public comment regarding items not on the Agenda.

Morgan McAvoy, Chairperson, Zero Waste Humboldt, provided information on upcoming events being undertaken by Zero Waste Humboldt and requested time at an upcoming meeting for a presentation to the HWMA Board of Directors.

Chairman Sweeney closed the floor to public comment.

4. Approve Professional Services Agreement with Cascadia Consulting Group for Waste Characterization Study

Chairman Sweeney opened the floor to public comment regarding the agreement with Cascadia Consulting Group. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Pereira moved and Director Castellano seconded the motion to approve the balance of the Consent Calendar.

Action: Approve the Motion as made by Director Pereira and seconded by Director Castellano by the following vote:

Ayes: Sweeney, Pereira, Castellano, Bohn

Nays: None

Absent: Wilson, Hogan

5. Board Member Reports

Director Castellano reported on a meeting planned for Friday, October 11, 2019 to meet the candidates for City Manager of the City of Eureka.

6. Executive Director's Report

Executive Director Duffy reported on activities related to the Local Task Force, Hazardous Waste staff's response to cleanup of unique hazardous chemicals, effects of the Public Safety Power Outage at the Hawthorne Street Transfer Station and Cummings Road Landfill, and the upcoming resignation of the Director of Environmental Health and Safety.

7. Closed Session: It is the intention of the Board of Directors to meet in closed session for one item:

- a. Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54957.

Chairman Sweeney opened the floor to public comment regarding closed session. No comment was received.

Chairman Sweeney closed the floor to public comment.

Chairman Sweeney adjourned the meeting to closed session at 6:07 p.m.

No report out was made from closed session proceedings.

8. Adjourn

Chairman Sweeney adjourned the meeting following closed session.

Next Meeting: November 14, 2019 at 5:30 at Eureka City Hall Council Chambers.



Staff Report

DATE: November 14, 2019

FROM: Tyler Egerer, Director of Finance and Administrative Services

SUBJECT: Item 2b)
Update on Fiscal Year 2019-2020 Financial Information through September 2019

RECOMMENDED ACTION: Review and Approve
Review and Approve Fiscal Year 2019-2020 Financial Information Update

DISCUSSION:

Due to slightly prolonged implementation of accounting integrations with Compuweigh, the new Scalehouse software used for the Tip Floor and Recycling Center, staff is temporarily unable to finalize financial information for the past three months. This has resulted in an absence of financial reports through these last two meetings of the Board. The following update is provided as a broad overview of financial activity through September 2019. Paradigm has corrected the reporting issues necessary to effect release of these financial statements in January 2020.

Staff is pleased to report that, from July 1, 2019 through September 30, 2019, revenues and expenses appear to be performing under budgeted estimates by about 5% each, which likely means that solid waste tonnage alone is the primary factor in determining total activity through the first quarter of Fiscal Year 2020. These fluctuations in tonnage are often expected, as estimates are unlikely to be exact, especially early in the Fiscal Year.

Additionally, certain one-time payments to vendors and receipts of grant funding have yet to happen this year, meaning the initial outlook on the financials through September 2019 is purely operations-based, and indicates that staff has worked diligently to maintain spending within originally budgeted parameters.

Reserves remain fully funded and have had minimal impacts to their balances. Initial estimates related to capital improvement projects and legal fees are currently the main sources of adjustment anticipated at mid-year, and those changes will be minimal, with no foreseeable impact on tipping fees. Staff continues to implement and enforce healthy controls on expenditures in all divisions, resulting in very smooth operation of the Hawthorne Street Transfer Station and Cummings Road Landfill.

Finally, as originally mentioned, updates to the Authority's solid waste management software have resulted in improved reporting and monetary tracking efficiencies, resulting in less staff time devoted to the tracking of Authority activity and more accurate cash handling practices.

Paradigm, the company which implemented the Compuweigh software system now in use, has completed the final steps of integration of their system with the Authority's accounting software, and staff will be testing and finalizing transactions into the Authority's general ledger for report out to the Board in January 2020.

Attached to this report are the disbursement reports for the first three months of the fiscal year, for the Board's review. Except for a few minor payments to consultants for education services, and payments to contractors for planning improvements in all divisions (final software costs, facility enhancements for stormwater, etc.), the disbursements presented represent customary expenses for month-to-month Authority activity.

FISCAL IMPACT:

Minimal changes may be requested at mid-year, though no activity thus far suggests these impacts will be significant in nature nor require mid-year adjustment to the Solid Waste Tip Fees.

ALTERNATIVES:

None.

ATTACHMENTS:

- 1) July 2019 Disbursement Summary
- 2) August 2019 Disbursement Summary
- 3) September 2019 Disbursement Summary

**HWMA Disbursements
September 2019**

Paid To	Amount	Paid To	Amount
101 THINGS TO DO	\$419.00	Mad River Union	\$202.00
Advanced Display & Signs	\$65.13	Mendes Supply Company	\$472.30
Advanced Security Systems	\$303.00	Mission Uniform & Linen	\$1,176.46
Advantage Financial Services	\$265.84	Munnell & Sherrill, Inc	\$127.21
Airgas USA LLC West Division	\$536.56	Nancy Diamond	\$3,277.78
American Textile & Supply	\$3,434.14	Napa Auto Parts	\$88.78
Applied Industrial Tech-CA LLC	\$540.95	Network Management Services	\$3,964.65
Applied Polymer Systems, Inc	\$582.11	New Pig Corporation	\$141.35
Asbury Environmental Services	\$225.00	North Coast Audiology Center	\$3,565.00
AT & T	\$183.62	North Coast Journal	\$288.60
B & B Portable Toilet Company	\$4,487.67	North Coast Laboratories, Ltd	\$196.00
Bettendorf Enterprises, Inc.	\$6,950.00	Northern California Gloves	\$556.28
Bicoastal Media Group	\$1,200.00	Northern California Safety Con	\$120.00
Blue Shield of California	\$37,828.68	Oak Harbor Freight Lines, Inc.	\$2,752.30
Cardmember Service	\$8,569.74	P G & E	\$10,067.13
City of Arcata	\$2,972.00	Pacific Paper Co.	\$137.58
City of Blue Lake	\$924.22	Pape Machinery	\$2,225.92
City of Eureka	\$11,833.01	Paradigm Software, LLC	\$7,463.25
City of Ferndale	\$933.28	Peterson CAT	\$2,383.90
City of Rio Dell	\$1,168.86	Pierson Building Center	\$313.35
Controlco Automation Distribut	\$519.77	Pro Pacific Auto Repair, Inc.	\$549.27
CRV Cash	\$100,548.00	QED Environmental Systems, Inc	\$6,575.58
Crystal Springs Bottled Water	\$162.00	Recology Humboldt County	\$225.00
DCI BUILDERS	\$31,690.00	Rogers Machinery Company, Inc.	\$355.35
Dry Creek Landfill, Inc	\$356,379.05	RWS Services	\$84.36
Eureka Broadcasting Co.,Inc	\$3,500.00	SCS Field Services	\$250.00
Farwest Steel Corp	\$188.76	SDRMA	\$102,184.87
Financial Pacific Leasing	\$11,940.12	SETCO	\$759.50
Freon Free Inc	\$709.50	Sharp Auto Graphics	\$59.40
Golder Associates	\$10,875.38	Sharps Solutions LLC	\$1,615.00
Hach Company	\$151.69	SHN Consulting Engineers and G	\$12,707.00
HOLT OF CALIFORNIA	\$5,515.25	Suddenlink	\$207.45
Humana Insurance Co	\$2,709.68	Times Standard	\$863.29
Humboldt Community Services Di	\$80.44	Toyota Financial Services	\$333.08
Humboldt County Dept of Public	\$117,496.11	Tyler Egerer	\$51.45
Humboldt County DHHS	\$9,735.32	Uline Shipping Supply	\$177.10
Humboldt County Environmental	\$66,263.57	United Rentals Inc.	\$1,239.35
Humboldt Recycling	\$4,655.79	UNUM Life Insurance Company of	\$232.00
HUMBOLDT SANITATION CO.	\$13,006.35	US Bank Office Equipment Finan	\$461.00
I-5 Tire, Inc	\$868.60	Valley Pacific Petroleum	\$3,874.91
Industrial Electric Arcata, In	\$587.36	Verizon Wireless	\$385.77
Keenan Supply	\$698.87	Western Chain Saw	\$1,232.16
L&M Renner, Inc	\$1,119.53	World Class Emvronmental Resou	\$2,382.75
Lawrence & Associates	\$10,436.60		
Les Schwab Tire Center	\$393.91	Payroll and Related Employment Expenses	\$148,165.93
Loral Uber	\$120.00		
Lost Coast Communications, Inc	\$600.00	Total Disbursements	\$1,158,865.87

HWMA Disbursements August 2019

Paid To	Amount	Paid To	Amount
Advantage Financial Services	\$265.84	Network Management Services	\$4,293.09
Airgas USA LLC West Division	\$535.97	New Directions Environmental M	\$1,800.00
Asbury Environmental Services	\$3,527.55	Nilsen Feed & Grain Company	\$298.11
AT & T	\$181.76	North Coast Journal	\$288.60
B & B Portable Toilet Company	\$4,794.30	Northern California Gloves	\$1,469.98
Benjamin Lenhoff	\$44.12	Northern California Safety Con	\$120.00
Bettendorf Enterprises, Inc.	\$8,930.00	Oak Harbor Freight Lines, Inc.	\$2,201.84
Bicoastal Media Group	\$1,200.00	Occupational, Environmental He	\$148.00
Blue Shield of California	\$40,373.02	P G & E	\$8,229.74
Call2Recycle, inc	\$3,201.24	Pacific Paper Co.	\$1,470.00
Cardmember Service	\$19,158.92	Pape Machinery	\$85.05
CITY OF EUREKA	\$250.00	Paradigm Software, LLC	\$20,619.00
City of Eureka	\$118,763.00	Peterson CAT	\$216.57
Crystal Springs Bottled Water	\$122.00	Picky Picky Picky Store	\$2,803.17
Cynthia Evans	\$223.95	Pierson Building Center	\$387.15
DOWNEY BRAND ATTORNEYS LLP	\$507.00	QED Environmental Systems, Inc	\$6,754.60
DPI, Inc	\$461.15	Recology Humboldt County	\$225.00
Dry Creek Landfill, Inc	\$393,435.30	Rogers Machinery Company, Inc.	\$2,048.65
EASI Computer Systems	\$600.00	RWS Services	\$649.05
Eureka Ready Mix Concrete Comp	\$473.03	Schuyler Rubber Co.,Inc	\$3,246.03
Farwest Steel Corp	\$5,736.26	Scrapper's Edge	\$46.41
FedEx	\$9.20	SCS Field Services	\$2,445.00
Financial Pacific Leasing	\$11,940.12	SETCO	\$759.50
Freon Free Inc	\$867.50	Sharps Solutions LLC	\$190.00
Hilfiker Company	\$249.84	SHN Consulting Engineers and G	\$670.00
HOLT OF CALIFORNIA	\$2,345.47	Solid Waste of Willits	\$325.46
Hooven & Company, Inc	\$52,162.90	Suddenlink	\$207.45
Humana Insurance Co	\$2,853.32	The Ferndale Enterprise	\$585.00
Humboldt Community Services Di	\$45.16	Thrifty Supply Company	\$96.35
Humboldt Recycling	\$26,069.02	Thumper's Mechanical Service I	\$2,860.00
Humboldt Sanitation	\$24,184.88	Toyota Financial Services	\$333.08
I-5 Tire, Inc	\$1,245.40	Uline Shipping Supply	\$416.38
James L Able Forestry Consulta	\$11,841.80	UNUM Life Insurance Company of	\$253.75
L&M Renner, Inc	\$354.78	US Bank Office Equipment Finan	\$453.46
Loral Uber	\$250.00	Valley Pacific Petroleum	\$4,584.62
Lost Coast Communications, Inc	\$600.00	Verizon Wireless	\$488.41
Mad River Hardwood Co., Inc	\$32,748.77	Vulcan Incorporated	\$3,968.70
Mad River Union	\$802.00	Western Chain Saw	\$272.97
MAPLESERVICE	\$997.50		
Mendes Supply Company	\$332.81	Payroll and Related Employment Expenses	\$196,030.75
Mercury Disposal Systems, Inc	\$104.00		
Mission Uniform & Linen	\$1,698.90	Total Disbursements	\$1,052,672.35
Nancy Diamond	\$5,843.65		

**HWMA Disbursements
July 2019**

Paid To	Amount	Paid To	Amount
Access Humboldt	\$101.16	Mercury Disposal Systems, Inc	\$104.00
Advanced Security Systems	\$76.50	Mission Uniform & Linen	\$1,698.90
Advantage Financial Services	\$237.62	Nancy Diamond	\$2,667.00
Airgas USA LLC West Division	\$89.00	Network Management Services	\$4,071.75
Allison Poklemba	\$13,471.00	North Coast Laboratories, Ltd	\$818.00
Asbury Environmental Services	\$160.00	Northern California Safety Con	\$120.00
AT & T	\$356.63	Oak Harbor Freight Lines, Inc.	\$4,751.68
B & B Portable Toilet Company	\$6,313.96	Occupational Health Services o	\$70.00
Bartolomei Scale	\$1,200.00	P G & E	\$5,217.24
Benjamin Lenhoff	\$22.06	Pacific Paper Co.	\$1,646.41
Bettendorf Enterprises, Inc.	\$6,662.37	Pape Machinery	\$1,723.51
Bicoastal Media Group	\$3,400.00	Paradigm Software, LLC	\$7,716.89
Blue Shield of California	\$34,861.40	Peterson CAT	\$512.72
Cardmember Service	\$8,007.84	Pierson Building Center	\$109.54
Carolina Software	\$300.00	RazurSharp	\$91.02
Cash	\$129.92	Recology Humboldt County	\$225.00
CITY OF EUREKA	\$500.00	Rogers Machinery Company, Inc.	\$61.85
City of Eureka	\$994.54	Sam Wilson	\$250.00
CRV Cash	\$115,626.00	Scrapper's Edge	\$1,402.10
Crystal Springs Bottled Water	\$114.00	SCS Field Services	\$250.00
Cynthia Evans	\$19.64	SETCO	\$759.50
Dry Creek Landfill, Inc	\$389,767.13	Sharps Solutions LLC	\$855.00
Financial Pacific Leasing	\$11,940.12	Sheaf Graphics	\$50.00
Freon Free Inc	\$1,540.75	Sierra Instruments	\$943.63
Golder Associates	\$1,206.45	Six Rivers Optical	\$299.00
HR Specialist	\$97.00	Suddenlink	\$207.45
Humana Insurance Co	\$5,610.87	SWANA Legislative Task Force	\$298.00
Humboldt Community Services Di	\$32.43	The Ferndale Enterprise	\$195.00
Humboldt Lock and Safe	\$225.95	Toyota Financial Services	\$333.08
I-5 Tire, Inc	\$1,274.00	United Rentals Inc.	\$648.25
Industrial Electric Arcata, In	\$373.56	UNUM Life Insurance Company of	\$253.75
Koff & Associates	\$834.00	US Bank Office Equipment Finan	\$534.39
L&M Renner, Inc	\$549.43	Valley Pacific Petroleum	\$6,725.94
Lawrence & Associates	\$11,470.65	Verizon Wireless	\$484.23
Loral Uber	\$178.94		
Lost Coast Communications, Inc	\$600.00	Payroll and Related Employment Expenses	\$172,344.51
Mad River Hardwood Co., Inc	\$41,282.47		
Mad River Union	\$202.00	Total Disbursements	<u><u>\$878,799.88</u></u>
Mendes Supply Company	\$531.15		



Staff Report

DATE: October 19, 2019 For Board Meeting: November 14, 2019

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 2c)
Consider Approval of Agreement between HWMA and County of Humboldt to Provide California Integrated Waste Management Act Compliance and Waste Reduction Services.

RECOMMENDED ACTION: Voice vote.

- 1) Consider approving Agreement between HWMA and County of Humboldt for the Authority to provide California Integrated Waste Management Act Compliance and Waste Reduction Services on behalf of the County from July 1, 2019 through June 30, 2022; and,
- 2) Authorize the Chair to sign the Agreement.

DISCUSSION:

Staff requests that the Board approve a 3-year agreement with the County of Humboldt for AB 939 waste reduction and compliance activities, effective July 1, 2019 through June 30, 2022. The Humboldt County Board of Supervisors is tentatively scheduled to consider this Agreement at an upcoming board meeting.

The purpose of the Agreement enables HWMA to act on behalf of the County of Humboldt to administer CalRecycle compliance activities in accordance with the California Integrated Waste Management Act, AB 939 diversion mandates, and work towards regional and state directed 75% waste diversion goals.

HWMA and the County have implemented similar agreements since 2006, when staffing positions related to state compliance and diversion programs moved from Humboldt County's Department of Health and Human Services Environmental Health Division to Humboldt Waste Management Authority. This agreement was last entered into on July 1, 2014 covering the period to June 30, 2019.

HWMA and County staff in the Division of Environmental Health and Department of Public Works, and legal counsel collaborated to review and revise, as necessary, the former agreement.

FISCAL IMPACT:

Under the proposed agreement, HWMA will continue to collect the County apportioned AB 939 pass thru fee, anticipated in FY 19-20 to generate \$72,581.09. Funds retained from the AB939

pass-through fee and education expenses are fully funded under the Fiscal Year 2019/2020 budget.

STRATEGIC PLAN OBJECTIVE:

- 1.8 - Set a Regional Diversion Target of 75%. Approval of this request will assist in the objective of supporting greater County diversion activities and education.
- 2.4 - Compile Franchised Haulers' Diversion Reports. Approval of this request helps the County track curbside recycling and organics diversion programs.
- 2.6 - Expand Public Education; Approval of this request will assist in the objective of supporting expanded public education including classroom education and AB 341 Mandatory Commercial Recycling.

ALTERNATIVES:

Board's Discretion

ATTACHMENTS:

- A. Draft Agreement for the period of July 1, 2019 through June 30, 2022

**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 ____ day of _____, 20__ (“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:

_____ Date: _____
Title:

Attest:

_____ Date: _____
Clerk of Member Agency

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY:**

_____ Date: _____
Chair of the Board
Humboldt Waste Management Authority

Attest:

_____ Date: _____
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

FY XX-XX AB 939 Impementation Plan (county)	Date Completed	Status	Notes	[SAMPLE]
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 CAPP Grant Cycle F XX-XX	April 20XX	Initiated/Completed/Postponed		
Coordinate classroom education contract with subcontractor	Ongoing	Not eligible for funding	Funding supplied by HWMA.	
Minimum of 35 lectures delivered to unincorporated county classrooms	Ongoing	Not eligible for funding	Funding supplied by HWMA.	
Advertise Green Page Recycling Guide and ads in local phone books.	May 20XX	Initiated/Completed/Postponed		
Other projects as related to bottles and cans and traditional recycling	Ongoing	Initiated/Completed/Postponed		
Send staff to CRRRA, as funding allows		Initiated/Completed/Postponed	May be HWMA or County staff	
HWMA 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]			The following are sample activities added to annual implementation plan following discussion between HWMA and County Staff.	Page 21 of 39
Advertise generalized AB341 info				
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			Samples provided are pulled from existing projects on 2018 and previous Implementation Plans	
Advertise generalized AB1826 info				
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				

November 14, 201



Staff Report

DATE: October 19, 2019 For Meeting of: November 14, 2019

FROM: Jill Duffy, Executive Director

SUBJECT: Item 2d)
Approve Amendment Number 1 to Leachate Hauling Agreement with B&B Portable Toilets, LLC from Cummings Road Landfill to City of Eureka Wastewater Treatment Plant.

RECOMMENDED ACTION: Voice Vote.

- 1) Approve Amendment Number 1 to Leachate Hauling between HWMA and B&B Portable; and
- 2) Authorize Executive Director to execute the Amendment

DISCUSSION:

HWMA Board of Directors entered into a five (5) year agreement with B&B Portable Toilets, LLC for leachate hauling services that concludes March 31, 2020. Staff recommends the Board approve extension of this agreement for a period of three (3) years.

B&B Portable Toilets regularly hauls leachate generated by the Cummings Road Landfill and transports the leachate to the City of Eureka's Wastewater Treatment Plant for disposal. HWMA staff has been very pleased with the reliability and responsiveness of B&B personnel in the servicing of the agreement to date.

Representatives of B&B Portable Toilets LLC and the Authority's legal counsel have reviewed and approved the draft amendment.

FISCAL IMPACT:

This service is budgeted for FY 2019-20.

ALTERNATIVES:

1. Direct staff to return to the Board in early 2020 with a Request for Proposal (RFP) to solicit leachate hauling services.

**AMENDMENT No. 1
TO AGREEMENT BETWEEN B&B PORTABLE TOILETS, LLC AND
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY FOR HAULING
LEACHATE FROM CUMMINGS ROAD LANDFILL**

This is an amendment to that certain agreement by and between the Humboldt Waste Management Authority and B&B Portable Toilets, LLC for Hauling Leachate From the Cummings Road Landfill, effective January 1, 2015 (“Agreement”). This Amendment is effective as of April 1, 2020.

RECITALS

WHEREAS, the HWMA and the Contractor entered into a five-year Agreement for leachate hauling services, which expires on March 31, 2020 and the parties wish to extend its term for three (3) years on the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. Agreement Extension. Section 2 of the Agreement, *Term*, is hereby amended to extend the termination date by three (3) years, and the Agreement shall terminate on March 31, 2023.
2. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the date set forth above.

(Signatures on following page)

B&B PORTABLE TOILETS

Date: _____

By _____

**HUMBOLDT WASTE MANAGEMENT
AUTHORITY**

Date: _____

By _____
Frank Wilson, Vice Chair of the Board

ATTEST:

Date: _____

By _____
Jill Duffy, Clerk of the Board

Approved as to form:

Date: _____

Nancy Diamond, General Counsel, HWMA



Staff Report

DATE: October 31, 2019 For Meeting of: November 14, 2019

FROM: Jill Duffy, Executive Director

SUBJECT: Item 2e)
Approve Amendment Number 1 to Extend Household Hazardous Waste Hauling and Disposal Agreement with Stericycle Environmental Solutions for a Period of One (1) Year.

RECOMMENDED ACTION: Voice Vote.

- 1) Approve Amendment Number 1 to Extend the Agreement and Revised Compensation Fee for a Period of One Year between HWMA and Stericycle Environmental Solutions; and
- 2) Authorize Executive Director to execute the Amendment.

DISCUSSION:

HWMA Board of Directors entered into a three (3) year agreement with Stericycle Environmental Solutions (Stericycle) for transportation, disposal and treatment and/or recycling of certain categories of household hazardous wastes and conditionally exempt small quality generator wastes on November 11, 2016. A provision of the agreement provides that the agreement may be extended for two one-year renewal terms. Staff recommends the Board approve the first of two (1) one- term extension and the revised compensation through approval of Amendment Number 1.

Stericycle regularly and reliably transports hazardous wastes from the Hawthorne Street Transfer Station's Household Hazardous Waste Facility. HWMA staff has a productive working relationship and responsiveness of Stericycle personnel in the servicing of the agreement to date.

Representatives of Stericycle and the Authority's legal counsel have reviewed and approved the draft amendment.

FISCAL IMPACT:

The adjusted compensation fees are minor in nature, and this service is budgeted for FY 2019-20.

ATTACHMENTS:

**AMENDMENT NUMBER 1
TO AGREEMENT BETWEEN STERICYCLE ENVIRONMENTAL SOLUTIONS AND
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY FOR HOUSEHOLD
HAZARDOUS WASTE MANAGEMENT SERVICES**

This is an Amendment to that certain Agreement by and between the Humboldt Waste Management Authority and Stericycle Environmental Solutions, Inc. for Household Hazardous Waste Management Services, effective November 11, 2016 (“Agreement”). This Amendment is effective November 11, 2019.

RECITALS

WHEREAS, the initial three-year Term of the Agreement expires November 10th, 2019, and contains an option to extend for two one-year terms upon the mutual agreement of the parties;

WHEREAS, the parties desire to extend the Agreement with a revised fee schedule and subject to the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. Term of Extension. Section 2 of the Agreement, *Term*, is hereby extended for one year to expire on November 10, 2020.
2. Fees: Exhibit B, *Rate Sheet*, is hereby replaced by *Exhibit B- Amendment No. 1*, Price Book Listing for hazardous waste disposal services (37843-HUMBOLDTWA #02), attached hereto and incorporated herein.
3. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall take precedent.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the date set forth above.

(Signatures on following page)

STERICYCLE ENVIRONMENTAL SERVICES

Date: _____

By _____

**HUMBOLDT WASTE MANAGEMENT
AUTHORITY**

Date: _____

By _____

Frank Wilson, Vice-Chair of the Board

ATTEST:

Date: _____

By _____

Jill Duffy, Clerk of the Board

Approved as to form:

Date: _____

Nancy Diamond, General Counsel, HWMA

**Stericycle Rate Increase Comparison
Rate Sheet from Marc Winkler, 10-29-19**

Item #	Description	Cnt	Price	HWMA Contracted Price (2016 Rate Sheet)
AF01	Alternate Fuel, No sludge	DM55	\$ 144.45	\$ 135.00
AF02	Alternate Fuels, <25% sludge	DM55	\$ 144.45	\$ 135.00
AF03	Alternate Fuel 25-50% Sludge	DM	\$ 144.45	\$ 135.00
AF06	Loosepack paint, fuel	CF	\$ 390.55	\$ 365.00
AF06	Loosepack paints and fuels	DM55	\$ 144.45	\$ 135.00
AF08	Aerosols, Cans of Paints, Solvents	CF	\$ 561.75	\$ 525.00
AF08	Aerosols, Cans of Paints, Solvents	DM	\$ 240.75	\$ 175.00
AF17	Alternate Fuel, Solid/debris	DM55	\$ 197.95	
DIR01	Direct disposal	0	\$ -	
DIR01	Direct disposal	P	\$ -	
INC02	Aerosols, Pesticide, Adhesive, Corrosive	CF	\$ 561.75	\$ 525.00
INC02	Aerosols, Pesticide, Adhesive, Corrosive	DM	\$ 240.75	
INC03-1L	Category 1 cylinders, large	E	\$ -	-
INC03-1LE	Category 1 cylinders 3"dia x 12"	E	\$ 150.00	
INC03-1LE	Category 1 cylinders 3"dia x 12"	MN05	\$ 150.00	
INC03-2M	Category 2 cylinders, medium	E	\$ 80.25	
INC09	Liquids-waters, chlorinated solvents Oxidizers, solids/liquids for incineration	DM55	\$ 214.00	
INC11	incineration	DM55	\$ -	
INC13	Sludges, debris, rags, and pads	DM55	\$ 133.75	\$ 125.00
INC14	Incinerator labpacks	DM55	\$ 214.00	
INC14-F	Lab pack, incineration, pesticides	BX	\$ 615.25	
INC14-F	Lab pack, incineration, pesticides	DM55	\$ 240.75	\$ 225.00
INC15-B	Lab Pack, incineration, reactive basic Lab pack, incineration, flammable solids	DM05	\$ 133.75	
INC-15D1	Lab pack, incineration, flammable solids	DM05	\$ 107.00	
INC-15D1	Lab pack, incineration, flammable solids	DM15	\$ 223.36	
INC-15D1	Lab pack, incineration, flammable solids	DM55	\$ 347.75	
INC-15D1	Lab pack, incineration, spontaneously combustible	DM05	\$ 133.75	
INC-15E2	Lab pack, incineration, organic peroxides	DM05	\$ 133.75	
INC15-W	Lab pack, incineration, water reactives	DM01	\$ 374.50	
INC15-W	Lab pack, incineration, water reactives	DM30	\$ 401.25	
INC16	Light debris/solids for incineration Pesticide solids/debris for incineration	DM55	\$ 203.30	
INC25	Pesticide solids/debris for incineration	CF	\$ 615.25	
INC25	Pesticide solids/debris for incineration	DM	\$ 240.75	\$ 225.00
LF01	Non-regulated material	DM55	\$ 203.30	
LF01	Landfill ready, non-regulated Landfill ready, regulated, meets treatment standards	P	\$ 0.70	
LF07	Landfill ready, regulated	BX	\$ 481.50	\$ 450.00
LF07	Landfill ready, regulated	DM55	\$ 133.75	\$ 125.00
PCB01	Pcb Capacitors/ballasts	DM55	\$ 428.00	
PCB01	Pcb Ballasts or Capacitors	P	\$ 1.34	\$ 1.25
REC01	Latex Paint, 55 gallon bulk drum	DM55	\$ 165.85	-
REC05	Lead Acid Batteries	P	\$ -	

REC06	Mercury Bulbs	DM	\$	347.75		
REC06	Light bulbs/tubes for recycle	P	\$	3.21		
REC07	Oil for refining	DM55	\$	246.10		
REC08	Antifreeze	DM55	\$	-	-	
REC09	Lithium batteries	P	\$	0.96		
REC11	Nicad batteries	MN55	\$	-	-	
REC11	Nicad batteries	P	\$	0.30	-	
REC14	Mercury containing articles	DM05	\$	160.50	\$	150.00
REC24	Zinc alkaline batteries	MN55	\$	-	-	
REC24	Zinc alkaline batteries	P	\$	0.70	\$	0.65
REC27	RCRA empty drums	P	\$	-		
REC49	Latex paint, loosepack	DM	\$	165.85		
REC61	propane cylinders, recycle	DM55	\$	246.10		
REC61	propane cylinders, recycle	E	\$	6.42		
REC61-1	Cylinders flammable, camp type	E	\$	-		
REC95	Cylinders non-flam	E	\$	80.25		
SPMATSUP	Supplies and trans	R	\$	1.00		
STAB02	Solids or sludges w/RCRA metals	DM55	\$	494.34		
STAB06-6	Treatable oxidizer	DM05	\$	104.33	\$	100.00
STAB06-6	Treatable oxidizer	DM55	\$	214.00	\$	325.00
STAB07	Solids of sludges, neutral ph w/RCRA metals	DM	\$	149.80		
TRADMDEM	Demurrage	H	\$	101.65		
WAT16-A	Lab pack, treatment, inorganic acids	DF	\$	176.55	\$	165.00
WAT16-A	Lab pack, treatment, inorganic acids	DM05	\$	42.80	\$	40.00
WAT16-A	Lab pack, treatment, inorganic acids	DM15	\$	88.28	-	
WAT16-A	Lab pack, treatment, inorganic acids	DM30	\$	132.41	-	
WAT16-A	Lab pack, treatment, inorganic acids	DM55	\$	176.55	\$	165.00
WAT16-B	Lab pack, treatment, inorganic acids, inorganic bases	DF	\$	176.55	\$	165.00
WAT16-B	Lab pack, treatment, inorganic acids, inorganic bases	DM55	\$	176.55	\$	165.00



Staff Report

DATE: November 1, 2019 For Meeting of: November 14, 2019

FROM: Jill Duffy, Executive Director

SUBJECT: Item 4)
 Approve Resolution 2020-5 Authorizing Compensation for HWMA Employees Unable to Work Regular Works Shifts on October 9, 2019 and October 26 through October 28th, 2019 Due to the Pacific Gas and Electric Power Shutdown, and Delegate Future Authority for Events of Ten Days or Less.

RECOMMENDED ACTION: Voice Vote.

- 1) Approve Resolution 2020-05 “Authorizing Compensation for HWMA Employees Unable to Work Regular Works Shifts on October 9, 2019 and October 26 through October 28th, 2019 Due to the Pacific Gas and Electric Power Shutdown, and Delegating Future Authority for Events of Ten Days or Less”.

DISCUSSION:

Staff requests the Board approve Resolution 2020-0X that ratifies decisions by the Executive Director related to two separate power outages by Pacific Gas and Electric’s Public Safety and Power Shutdown (PSPS) during the month of October 2019, and provide future direction pertaining to the compensation of non-exempt HWMA employees who are either unable to work due to the lack of power or instructed by management not to report to work due to the lack of conditions to enable work as a result of the power shutdown. Exempt employees are salaried and receive compensation regardless of hours actually worked during the work week.

This resolution is presented so the Board may provide clear direction to compensate Regular and extra-help employees that could not perform their regularly scheduled work due to the power shut-down. The specific conditions under which employees would be paid are detailed in the resolution. The resolution also provides the findings that these payments serve a public purpose of ensuring compensation parity between exempt and non-exempt employees, ensures regular pay to employees for events beyond HWMA’s control and supports employee morale and well being.

In anticipation of the noticed October 9th PSPS, management assessed the critical functions of HWMA to determine those essential functions necessary to maintain core operations of the Hawthorne Street Transfer Station and the Cummings Road Landfill in order to protect public and environmental health, safety and regulatory compliance with handling solid wastes for the initially projected eight (8) day power outage. A staffing plan was developed to ensure conservation of staff and fuel resources that would enable uninterrupted handling of member

agency and self-hauled solid waste. HWMA receives an average of 170 tons per day of wastes and it is critical to ensure proper handling, storage and timely removal. This includes sufficient staffing to ensure Scale House and Tip Floor staff for the weighing and receipt of franchise and self-hauled solid waste and the transfer of materials into trailers for timely transportation for landfill disposal.

Remaining HWMA staff assigned to the Eureka Recycling Center, Household Hazardous Waste and Business Office staff were deemed non-essential and unable to work due to the lack of power needed to operate the scales, CRV transactions, baler, fire suppression system (HHW), phone lines and related account receivable/payables processing. After performing general housekeeping duties to ensure clean and orderly facilities, these employees were sent home. The power was restored within 27 hours of the event.

Cummings Road Landfill staff were required to report to work to closely manually monitor and operate leachate collection and manual venting of methane systems to maintain system compliance after normal work hours and on the weekend.

PG&E announced another PSPS scheduled to occur sometime the evening of Saturday, October 26th. HWMA's Tip Floor, Scale House and Landfill employees were directed to report for work as regularly scheduled, with non-essential staff directed to remain home until power was restored or otherwise directed. Power was restored throughout the day on Monday, October 28th, with the additional notification that an PSPS could be called the next day. That PSPS event did not materialize.

The proposed resolution and compensation will not affect exempt employees such as the Executive Director or the Directors of Finance & Administrative Services, Environmental Health & Safety or Operations as they are salaried employees.

FISCAL IMPACT:

Authorizing compensation for employees unable to work their regularly scheduled shifts due to the PG&E Public Safety Shutdown will have no fiscal impact to the budget as payroll costs have been approved as part of the FY 2019-20 Budget.

ATTACHMENTS:

Attachment 1: Resolution 2020-05 "Authorizing Compensation for HWMA Employees Unable to Work Regular Works Shifts on October 9, 2019 and October 26 through October 28th, 2019 Due to the Pacific Gas and Electric Power Shutdown, and Delegating Future Authority for Events of Ten Days or Less"

RESOLUTION 2020-05

**A RESOLUTION OF THE
HUMBOLDT WASTE MANAGEMENT AUTHORITY
BOARD OF DIRECTORS AUTHORIZING COMPENSATION FOR HWMA
EMPLOYEES UNABLE TO WORK REGULAR WORKS SHIFTS ON OCTOBER 9,
2019 AND OCTOBER 26 THROUGH OCTOBER 28TH, 2019 DUE TO THE PACIFIC
GAS AND ELECTRIC POWER SHUTDOWN, AND DELEGATING FUTURE
AUTHORITY FOR EVENTS OF TEN DAYS OR LESS**

WHEREAS, the Humboldt Waste Management Authority's Board of Directors provides for the number, compensation, tenure, appointment and conditions of HWMA employees thru annual approval of the fiscal year budget adoption resolution; and

WHEREAS, HWMA's Transfer Station's Tip Floor receives an average of 170 tons per day of solid waste delivered by Member Agency franchise haulers and public self-haulers, and the Eureka Recycling Center which receives source-separated recyclables, redeems CRV bottles and cans, used appliances, e-waste and scrap metal, and the Household Hazardous Waste facility accepts residential and conditionally exempt small quantity generator hazardous waste; and

WHEREAS, HWMA owns and operates the certified closed Cummings Road Landfill and is responsible for maintaining regulatory compliance of the landfill, leachate and gas collection systems in accordance to State issued permits; and

WHEREAS, on Wednesday October 9th, 2019 the local power grid was de-energized by Pacific Gas & Electric (PG&E) for a Public Safety Power Shutoff (PSPS) event expected to last up to eight (8) days due to extreme weather, and the County was without power for approximately 27 hours; and

WHEREAS, during the late evening of Saturday October 26th, 2019 PG&E declared a PSPS and de-energized the local power grid until the afternoon of Monday, October 28th; and

WHEREAS, PG&E announced and later retracted a declared PSPS scheduled for the early morning of Tuesday, October 29th through Wednesday, October 30th; and

WHEREAS, this loss of power affected HWMA's Transfer Station and Cummings Road Landfill operations resulting in the closure of the Eureka Recycling Center, Household Hazardous Waste facility and Main Business Office and curtailment of services on the Tip Floor and Scale Operations to ensure the continued receipt, storage, transfer of solid waste from Member Agency franchise haulers and public self-haulers to trailers for transportation to out-of-county landfills; and

WHEREAS, many HWMA employees were unable to work due to the lack of power, or instructed not to report to work due to the conditions created by the PSPS and the need to conserve resources to ensure adequate staffing and fuel necessary to operate heavy equipment throughout the planned outage period; and

WHEREAS, under the Fair Labor and Standards Act (FLSA), over-time exempt employees are to paid their salary irrespective of the amount of actual hours worked during the work week, and those employees will receive their full wages even when HWMA needs to restrict operations due to emergency conditions; and

WHEREAS, non-exempt (hourly based) employees unable to report to work would be unfairly penalized in their compensation for events beyond their control, potentially affecting workplace morale and personal financial positions; and

WHEREAS, to provide clear direction, the HWMA Board of Directors desires to compensate all non-exempt regular and extra-help employees who could not perform their regularly scheduled work due to the two power outages of October 9th and October 26th, 2019; and

WHEREAS, the HWMA Board of Directors finds that payments pursuant to this resolution serves a public purpose by providing parity in pay between exempt and non-exempt HWMA employees during the power shutdown and supporting employee morale.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The HWMA Board of Directors approves the compensation for HWMA employees who were unable to work their regularly scheduled shifts on October 9th & 10th, and October 27th and 28th due to the lack of power under the following conditions:
 - If the employee was assigned to work but could not work due to the power outage, the employee will be paid salary for the entire shift that day.
 - If the employee was assigned to work but could not complete their entire shift or sent home due to the outage, the employee will be paid salary for the remaining portion of their shift.
 - If an employee had a previously scheduled day off or time off during the day, the employee will still be expected to utilize the time off requested, as the employee was not available to working during that period.
 - If an employee was required or expected to provide an essential service on the day of the outage, the employee will be paid for hours scheduled as well as any hours in addition to the scheduled shift that would normally entitle the person to an overtime payment.

- If an extra-help employee was assigned to work but could not complete their entire regular shift or was sent home due to the outage, the employee will be paid salary for the remaining portion of their regular shift.
2. Due to the likelihood of a similar situation arising in the future, the Executive Director is delegated authority to make payments in the event of future County-wide power outages that do not exceed ten (10) days in duration consistent with the parameters of this resolution.
 3. Authorization for payments for events beyond ten (10) days that do not fall within these parameters will be made by the HWMA Board of Directors.
 4. This resolution shall become effective upon Board approval.

PASSED, APPROVED, and ADOPTED on this 14th day of November 2019 by the following vote:

AYES:

NOES:

ABSENT:

Michael Sweeney, HWMA Chairman

Clerk of the Board, Jill K Duffy



Staff Report

DATE: November 6, 2019 For Meeting of: November 14, 2019

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 6)
Executive Director's Report for Month of October 2019

RECOMMENDED ACTION: Informational Only

- Implementing Board approved document retention, disposal and storage policy.
- Finalized FY 2018-19 Audit, with presentation to the Board expected in January 2020.
- The AB 939 Local Task Force cancelled the October 10th meeting due to the power outage, and is trying to coordinate a time to meet. For agenda and minutes please contact the LTF Chair Miles Slattery at mslattery@ci.eureka.ca.us.
- The Hawthorne Street Stormwater Pollution Prevention Plan was revised and submitted to the CA SMARTS system on October 30th. Humboldt Bay Keeper was provided a draft for 20-day comment on September 30th and HWMA received no comments on the draft document.