



RIO DELL CITY COUNCIL  
**REGULAR MEETING - 6:30 P.M.**  
**TUESDAY, MARCH 7, 2023**  
CITY COUNCIL CHAMBERS  
675 WILDWOOD AVENUE, RIO DELL

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***WELCOME** - Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue and available on the City's website at [cityofriodell.ca.gov](http://cityofriodell.ca.gov). Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

**SPECIAL PUBLIC HEALTH EMERGENCY ALTERATIONS TO MEETING FORMAT  
CORONAVIRUS (COVID-19)**

Effective immediately, the City of Rio Dell will reopen City Council meetings held in City Hall Council Chambers to in-person attendance by the public. The public may also attend these meeting virtually through Zoom. The meetings will also be viewable via livestreaming through our partners at Access Humboldt via their YouTube channel or Suddenlink (Optimum) channels on Cable TV.

To maintain safety and minimize the health risks associated with COVID-19, participants may be required to complete an Attestation of Vaccination upon entering the City Council Chambers. Fully vaccinated participants will not be required to wear a mask. Unvaccinated participants must wear face coverings at all times while in the City Hall Council Chambers.

**Public Comment by Email:**

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at [publiccomment@cityofriodell.ca.gov](mailto:publiccomment@cityofriodell.ca.gov). Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda) **and email no later than one-hour prior to the start of the Council meeting**. Your comments will be read out loud, for up to three minutes.

Meeting can be viewed on Access Humboldt's website at <https://www.accesshumboldt.net/>. Suddenlink Channels 10, 11 & 12 or Access Humboldt's YouTube Channel at <https://www.youtube.com/user/accesshumboldt>.

**Zoom Public Comment:**

When the Mayor announces the agenda item that you wish to comment on, call the conference line and turn off your TV or live stream. Please call the toll-free number **1-888-475-4499**, enter meeting **ID 987 154 0944** and press star (\*) 9 on your phone – this will raise your hand. You will continue to hear the meeting on the call. When it is time for public comment on the item you wish to speak on, the Clerk will unmute your phone. You will hear a prompt that will indicate your phone is unmuted. Please state your name and begin your comment. You will have 3 minutes to comment.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CEREMONIAL MATTERS
- E. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not allowed under the Ralph M. Brown Act. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3 of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.*

F. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Councilmembers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually following action on the remaining consent calendar items.*

- 1) 2023/0307.01 - Approve Minutes of the February 21, 2023 Regular Meeting **(ACTION)** 1
- 2) 2023/0307.02 - Approve Minutes of the February 27, 2023 Special Meeting **(ACTION)** 9
- 3) 2023/0307.03 – Approve Purchase of Two Goulds 7CLC Finished Water Booster Pumps for \$12,250 for the Rio Dell Surface Water Treatment Facility **(ACTION)** 12
- 4) 2023/0307.04 - Approve Resolution No. 1577-2023 Amending Resolution No. 1575-2023 which authorized the County of Humboldt to make application on the City’s behalf to the California Department of Housing and Community Development (HCD) for funds available through the CalHOME Program **(ACTION)** 14

- 5) 2023/0307.05 - Approve appointment of Councilmember Woodall to the Beautification, Walkability and Pride Committee  
**(ACTION)** 20
- 6) 2023/0307.06 - Authorize the City Manager to execute and submit a CEQA/NEPA Notice of Exemption for the Owner-Occupied Rehabilitation Program and Residential Rental Rehabilitation Program **(ACTION)** 23
- G. ITEMS REMOVED FROM THE CONSENT CALENDAR
- H. REPORTS/STAFF COMMUNICATIONS
  - 1) 2023/0307.07 - City Manager/Staff Update **(RECEIVE & FILE)** 24
- I. SPECIAL PRESENTATIONS/STUDY SESSIONS
- J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS
  - 1) 2023/0307.08 - Approve proposed amendments to Humboldt Waste Management Authority's (HWMA) Joint Powers Agreement authorizing the Mayor to execute the agreement **(DISCUSSION/POSSIBLE ACTION)** 29
- K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS
- L. COUNCIL REPORTS/COMMUNICATIONS
- M. ADJOURNMENT

*The next regular City Council meeting is scheduled for  
Tuesday, March 21, 2023 at 6:30 p.m.*

**RIO DELL CITY COUNCIL  
REGULAR MEETING MINUTES  
FEBRUARY 21, 2023**

The regular meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Garnes.

**ROLL CALL:** Present: Mayor Garnes, Mayor Pro Tem Carter, Councilmembers Wilson and Woodall

Absent: Councilmember Orr (excused)

Others Present: City Manager Knopp, Chief of Police Allen, Finance Director Sanborn, Community Development Director Caldwell (attended remotely), Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, Senior Fiscal Assistant Maciel and City Clerk Dunham

### **PUBLIC PRESENTATIONS**

Mayor Garnes called for public comment on non-agenda items. No public comment was received.

### **CONSENT CALENDAR**

Mayor Garnes asked if any councilmember, staff or member of the public would like to remove any item from the Consent Calendar for separate discussion. Councilmember Wilson removed Item #3 (Amendment to T-Mobile Lease Agreement) for separate discussion.

Motion was made by Woodall/Carter to approve the Consent Calendar including the following items:

- 1) Minutes of the February 7, 2023 Regular Meeting;
- 2) Minutes of the February 15, 2023 Special Meeting;
- 3) Approval of the distribution of the City's Request for Proposal (RFP) for auditing services for FY 2022-23;
- 4) Approval of earthquake disaster-related expenses retroactively and approval of \$45,000 in future work; and
- 5) Approval of Resolution No. 1574-2023 related to a one-time bonus pay to contracted management employees in recognition of services rendered during the Seismic emergency

Motion carried 4-0.

### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

Authorize the City Manager to Execute an Amendment to the T-Mobile Lease Agreement for Cell Tower Facilities at 600 Dinsmore Ranch Rd. Conditioned upon the Payment of Additional Fees (\$450 monthly)

Councilmember Wilson asked if this was a different tower from the original cell tower and if the work would enhance the Wi-Fi signal for internet service.

City Manager Knopp said that the tower under discussion is the Dinsmore Ranch Road tower and that it was his understanding that it will add to T-Mobile connectivity in this area but did not have any additional details.

Motion was made by Wilson/Carter to authorize the City Manager to execute an amendment to the T-Mobile Lease Agreement for cell tower facilities at 600 Dinsmore Ranch Rd. conditioned upon the payment of additional fees (\$450.00 monthly). Motion carried 4-0.

## REPORTS/STAFF COMMUNICATIONS

### City Manager/Staff Update

City Manager Knopp provided a staff update and said that there was a potential date for the next Town Hall and encouraged everyone to watch for an announcement as early as tomorrow with further details related to earthquake recovery information.

He said that with the recent storm event, encouraged everyone to reduce their speed and stay safe.

Councilmember Woodall asked what training Community Service Officer Clark was attending.

Chief Allen noted that she had returned from training and that it was the PC 832 Law Enforcement Training at College of the Redwoods.

## SPECIAL PRESENTATIONS/STUDY SESSIONS

### Presentation – Mid-Year Financial Report for FY 2022-23

Finance Director Sanborn provided a presentation on the Mid-Year Financial Report for FY 2022-23. He said that the report describes the revenues received and expenditures incurred and explains any significant budget variances at mid-year or projected to occur at the end of the fiscal year.

He reported that the FY 2022-23 adopted budget for the City of Rio Dell was \$8.95 million with estimated revenues of \$8.04 million. Total City revenues received at mid-year were \$2,729,345, exceeding total expenditures of \$2,703,539 by \$25,806.

The City's major funds had received 40% of revenues as of mid-year. There was a slight decrease in the percentage of General Fund revenues received compared to last year with

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the primary contributing factor being the one-time advanced Power Resiliency funds of \$295,000 received last fiscal year.

As of mid-year, total City-wide expenditures were reported at \$2,703,539 (28% of the \$9.53 million adjusted budget). Operating expenses were 40% of the budget which was 3% less than last year. Police expenditures were 45% compared to 44% last year. The Recycling/Solid Waste department registered increased costs in the first half of the fiscal year due to the initial clean-up costs associated with the aftermath of the Earthquake disaster.

Next was a summary of budget versus actual amounts by department and current and prior year variances by percentage at mid-year.

At mid-year, General Fund revenues received were \$364,076 and expenditures were \$899,349. The primary reason revenues were below estimates at mid-year was because Property Tax and In-Lieu VLF funds are typically not received from the County until the second half of the fiscal year.

55% of budgeted cannabis revenues were received at mid-year compared to 19% last year due to better budget estimates as a result of the downturn in the legal cannabis industry.

The top three revenue sources in the General Fund were reported as In-Lieu Vehicle License Fees, Local Sales Tax Measure J, and Retail Sales Tax.

Total streets revenues increased by 8% for the current fiscal year with 37% of those revenues received by mid-year. The most notable increases were in the Gas Tax and SB1 RMRA fund.

Regarding the Enterprise Funds, both Water and Sewer revenues were reported to be on target at mid-year at 51% and 53% respectively.

In looking at the budget outlook, the mid-year review showed that revenues were coming at budgeted levels and expenditures on target to stay within budget. There were a few things that could negatively impact the budget outlook such as costs related to the earthquake disaster, a slump in the cannabis industry, insufficient state-based formulas for streets revenues, economic uncertainties due to inflation, supply chain issues and the ongoing impacts of the pandemic, and growing operating costs.

Finance Director Sanborn concluded the presentation and called for questions from the Council.

Councilmember Wilson said that there were a lot of damaged homes as a result of the recent earthquakes, and asked how that would affect water and sewer revenues.

Finance Director Sanborn explained that when a property is vacant, the property owner is billed for the base sewer charge but not on the water.

Councilmember Wilson asked if there was any thought given to providing some type of relief for ratepayers with red-tagged homes suggesting a moratorium to provide relief of water and/or sewer charges for those residents.

City Manager Knopp said that staff would need to look at the ordinance to see if that is allowed and consult with the City Attorney to get a legal opinion on the issue regarding amending the ordinance.

Mayor Garnes suggested the idea of adding a natural disaster clause to the current rate structure.

Councilmember Wilson pointed out that this may not be as overwhelming to the City as it is to the customer who is struggling to get their home back together.

### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS**

#### Discussion on Second Avenue Street Repairs

City Manager Knopp provided a staff report and said that at the September 6, 2022 regular meeting of the City Council, staff provided a recap of the 5-Year Paving Plan. Part of the direction by the Council was to focus on roads that would not need to be dug up later to install underground infrastructure. A total of \$1.6 million was spent out of the General Fund for street projects, primarily maintenance paves over the last 4 or 5 years.

He explained that when asphalt overlays are done on a street, sidewalk improvements are required that meet ADA standards whereas on slurry seal projects, they are not required. He said that the City has progressed significantly on the 5-year maintenance plan although there is still a little bit of work that needs to be done.

Second Avenue is a street that needs significantly more work than an overlay including water and sewer infrastructure and ADA sidewalks which is extremely expensive. In addition, extensive engineering is needed. As such, in order for the City to move forward with a project of this size, grant funding would need to be secured.

The other possible source of funding is CDBG money however, the City attempted to get an income survey done in the Ogle Avenue neighborhood to use CDBG funds but was unsuccessful in getting residents to complete the survey.

He commented that the north end of Ogle Avenue has significant drainage problems that need to be addressed. Funds were appropriated in last year's budget to do a preliminary design and staff is currently working with Whitchurch Engineering for that purpose. There are also water and sewer line issues in that area. He said that staff expects to have a signed agreement in March to move forward with the Water Capital Improvement Program (CIP) to perform repairs on the water on Ogle Avenue, Second Avenue and some of the other damaged streets making them closer to meeting the criteria for paving.

He further explained that one of the problems with doing overlays on streets like Second Avenue or Ogle Avenue is that it doesn't take care of any of the underground infrastructure and creates larger problems with regard to drainage noting that both of those areas have some significant drainage issues.

City Manager Knopp reviewed some of the challenges and said that staff might be able to put together an income survey for Second Avenue and pursue the use of CDBG funds but there are no cost estimates for the project. He suggested the engineering for the preliminary planning for the project be incorporated into the next budget and said the repairs for the two blocks on Second Avenue could easily cost \$1 million.

Mayor Garnes asked if there were CDBG funds available if an income survey was done and the neighborhood met the income requirements.

City Manager Knopp commented that several years ago, CDBG funds were used to pave other portion of streets within the avenues. This is a potential option but work could not be done as early as this summer. He noted that on the sewer side, there is a lot of work that has to be done.

Mayor Garnes asked if and when the City receives a sewer grant, if the infrastructure improvements for Second Avenue could be included.

City Manager Knopp explained that there is a lot of work that needs to be done on the sewer side in terms of cameraing and evaluating the system. There are potential grant funds coming to do that however, the project must meet certain national objectives to be funded which is not easy to achieve. He reiterated that this project would require a significant outlay of dollars to get those two blocks of Second Avenue completed.

Councilmember Wilson asked if the income survey could focus on just two particular blocks.

City Manager Knopp said that it could and pointed out that the Ogle Avenue project did not have community support in encouraging residents to complete the surveys. He said that 80% or more of the residents must respond to the surveys so it is a very high bar to meet.

Councilmember Wilson noted that getting the surveys completed could potentially be achievable if the residents on Second Ave. would go door-to-door and ask residents to fill them out.

City Manager Knopp indicated that the City would have to file the project under Notice of Funding Availability (NOFA) which typically only occurs once a year so the timing would need to be correct to make that application. CDBG funding is competitive based with a limited pool of funding. The good thing is that visually there would be clear before and after pictures of the project area which the funding agencies like.

Councilmember Wilson said that he would like to see this project as a priority.



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Mayor Pro Tem Carter said that she would love to see that portion of Second Avenue paved because it is in very poor condition. She said that community involvement is appreciated and encouraged the residents to help with the income surveys.

Councilmember Woodall pointed out that there is no assurance that the residents would meet the income requirements to qualify for CDBG funding and questioned the timing to apply for funds. She said that since her time on the City Council the City has not been in a position to fund the project but the project has been put off long enough. She asked if there are small repairs that could be done in the meantime.

Water/Roadways Superintendent Jensen commented that they could apply cold patch on the potholes and rock the side of the road but vehicles would need to be off the street.

City Manager Knopp recommended staff work with the City Engineer to come up with some cost estimates and a preliminary design that can be submitted with grant applications and try to incorporate that cost in the next budget.

Mayor Garnes pointed out that there is a lot of underground infrastructure improvements that need to be done and at the moment the City is in this post- earthquake situation setting the City back but agreed to make the project a priority in the next budget.

An unidentified resident from Second Ave. addressed the Council and said that the area in need of reconstruction covers approximately 3 1/2 blocks, and not 2 blocks as mentioned. Any temporary repairs would only be placing a Band-aid on the problems and making the drainage issue worse. She added that the street in its current condition is dangerous and the residents would like a street they can be proud of.

Councilmember Wilson asked if the City should be looking for a grant writer.

Finance Director Sanborn commented that grant opportunities are something that staff is always looking into and agreed with City Manager Knopp that CDBG funds might be the best option for repairing Second Ave. He noted that to have street repairs that are going to last for years, the infrastructure underground needs to be taken care of with proper engineering. He added that this is a multi-faceted project and once the City is in the position to capture grant funding, Second Avenue is certainly something that will be on the list.

City Manager Knopp stressed the need to look at the overall financial outlook of the City, particularly with General Fund dollars and whether those dollars would be better spent on public safety, a grant writer or something else. The discussion needs to be incorporated into budget discussions since the City does not have unlimited resources. He encouraged the Council to use the budget process to prioritize projects and determine the best path forward.

Councilmember Wilson asked if there are potential grant opportunities out there that the City doesn't know about.

City Manager Knopp noted that transportation grants are hard to find for residential street projects and typically there are little or no grant dollars available for these types of projects except possibly through the CDBG program.

The same unidentified resident from Second Avenue mentioned that the Americans with Disabilities Act (ADA) and California Disability Rights people are interested in the project and making sure the sidewalks are ADA accessible.

She asked for a timeframe for submitting grant applications and completing the income surveys.

City Manager Knopp said that the timing is something that would need to be worked out.

Consensus of the Council was to include the Second Avenue street repairs in the upcoming budget discussions.

#### **ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Approve Resolution No. 1573-2023 Amending the Safety Element to include a brief discussion on the December 20, 2022 and January 1, 2023 earthquakes and to incorporate the County Local Hazard Mitigation Plan (LHMP) by reference and to include the Rio Dell Element of the LHMP in the Safety Element

Community Development Director Caldwell provided a staff report and said that the current Safety Element was adopted in 2016 and is one of seven mandated elements of the General Plan. He said that the purpose of the amendment is to reflect the recent earthquakes and to incorporate the County Local Hazard Mitigation Plan (LHMP) by reference and to include the Rio Dell element of the LHMP. This amendment is required to make the City eligible to apply for California Disaster Relief and other potential funding.

He referred to pages 70-73 of the staff report reflecting the new language.

He noted that the amended Safety Element would be provided to the local Office of Emergency Services (OES).

Mayor Pro Tem Carter commented that she liked the maps provided in the staff report which helps to visualize the various disaster scenarios.

Councilmember Wilson asked if this amendment would allow the City to leverage funds in the future since it ties into FEMA.

Community Development Director Caldwell said that FEMA funds would be monetary but it would help with the City's potential 25% share cost with Office of Emergency Services (OES). He pointed out that economically depressed rural areas are at a disadvantage and unfortunately, Rio Dell fits into that category.

Mayor Garnes called for public comment on the proposed resolution. No public comment was received.

Motion was made by Carter/Woodall to approve Resolution No. 1573-2023 Amending the Safety Element to include a brief discussion on the December 20, 2022 and January 1, 2023 earthquakes and to incorporate the County Local Hazard Mitigation Plan (LHMP) by reference and to include the Rio Dell Element of the LHMP in the Safety Element. Motion carried 4-0.

### **COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Wilson reported that he would be attending a Redwood Coast Energy Authority meeting on Thursday.

Mayor Pro Tem Carter reported that she attended the Rio Dell School Board meeting last week to touch bases on where they are with regard to earthquake recovery efforts. She said that one of the classrooms was repaired but there was no news on repairs to the gymnasium. She added that the school administration is supporting displaced families with gas cards to get their kids to school. As a result, enrollment was not down much.

She said that she would also be attending a RREDC meeting on Monday.

Councilmember Woodall reported that she would be attending an HCAOG meeting on Thursday in Councilmember Orr's absence.

She announced an upcoming event, "Coffee with a Cop" to take place on February 27, 2023 from 9:30-10:30 a.m. at the Community Resource Center. Chief Allen, Officer Landry and CSO Clark would be participating.

She also reported that she attended the last Rio Dell Volunteer Fire Department meeting where they presented a list of calls for 2022 and said that their new fire truck was expected to be here next month.

### **ADJOURNMENT**

Motion was made by Woodall/Carter to adjourn the meeting at 7:30 p.m. to the March 7, 2023 regular meeting. Motion carried 4-0.

Attest:

\_\_\_\_\_  
Debra Garnes, Mayor

\_\_\_\_\_  
Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL  
SPECIAL MEETING MINUTES  
FEBRUARY 27, 2023**

Mayor Garnes called the Special meeting of the Rio Dell City Council to order at 4:10 p.m.

**ROLL CALL:** Present: Mayor Garnes, Mayor Pro Tem Carter, Councilmembers Wilson and Woodall

Absent: Councilmember Orr (excused)

Others Present: City Manager Knopp, Community Development Director Caldwell and City Clerk Dunham

**PUBLIC PRESENTATIONS**

Mayor Garnes called for public comment on non-agenda items. No members of the public were present to comment.

**SPECIAL MEETING MATTERS**

Approve Resolution No. 1575-2023 Authorizing the County of Humboldt to make application on the City's behalf to the California Department of Housing and Community Development (HCD) for funds available through the CalHOME Program

Community Development Director Caldwell provided a staff report and said that the City Council recently authorized the City Manager to execute a Memorandum of Understanding (MOU) with the County of Humboldt to assist in the administration of the City's Community Development Block Grant (CDBG) Programs.

He said that the County reached out to inform the City about a new grant opportunity. He explained that the California Department of Housing and Community Development (HCD) issued a Homeownership Super Notice of Funding Availability (HOSN or Super NOFA) on January 6, 2023 for approximately \$130 million in funds for the CalHOME Program.

He said that the proposed Resolution authorizes the County to submit an application on the City's behalf to participate in the CalHOME Program in response to the NOFA. The CalHOME funds can be used for owner-occupied rehabilitation assistance or for accessory dwelling unit or junior accessory dwelling unit (ADU/JADU) assistance.

The maximum loan amount for owner-occupied rehabilitation is \$200,000 unless the home needs reconstruction. The maximum loan amount for ADU/JADU is \$250,000 with the minimum amount to a borrower to be not less than \$1,000.

He noted that the loan application is due tomorrow which is the reason for the special meeting. The City is asking for \$4 million; \$2 million for owner-occupied rehabilitation

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**Page 2**

assistance and \$2 million for the ADU/JADU assistance. He commented that if the City is lucky, it will receive one-half of that amount.

Community Development Director Caldwell noted that the intent is to prioritize making loans for owner-occupied rehabilitation to those qualifying individuals whose homes were damaged by the December 20, 2022 and January 1, 2023 earthquakes.

Mayor Pro Tem Carter asked if this had anything to do with the Second Avenue street repairs.

Community Development Director Caldwell indicated that it did not.

Councilmember Woodall asked if a 500 square foot JADU qualified as a legal-size dwelling unit.

Community Development Director Caldwell explained that anything less than 500 square feet is considered a Junior Accessory Dwelling Unit (JADU).

Councilmember Woodall asked if the loans would only apply to owner-occupied dwellings.

Community Development Director Caldwell explained that there are two components to the grant. One is for owner-occupied rehabilitation assistance and the other is for ADU/JADU units which would allow someone to construct an accessory dwelling unit for perhaps a family member to make housing more affordable.

Councilmember Wilson asked if the City were to get \$4 million, if that \$4 million would then be available to allocate to qualified applicants.

Community Development Director Caldwell said that depending on whether the City gets \$2 or \$4 million, that is the amount that can be allocated and is another opportunity to help the community.

Mayor Garnes asked if the ADU/JADU's had anything to do with the recent earthquakes and displaced families.

Community Development Director Caldwell said that is one of the reasons the City is pursuing this grant funding and language was added to the resolution to prioritize loans for owner-occupied rehabilitation to those qualifying individuals whose homes were damaged by the earthquakes.

Mayor Garnes then asked who would be administering the loans and if applicants would apply to the City or the County.

Community Development Director Caldwell said that applications would be submitted to the County.

Motion was made by Woodall/Carter to approve Resolution No. 1575-2023 authorizing the County of Humboldt to make application on the City's behalf to the California Department of Housing and Community Development (HCD) for funds available through the CalHOME Program. Motion carried 4-0.

Approve Resolution No. 1576-2023 Approving the California Office of Emergency Services (CalOES) Form 130 designating agents necessary to provide for all matters pertaining to State and Federal Emergency Management Agency (FEMA) reimbursements

City Manager Knopp provided a staff report and explained that although there will be no FEMA disaster relief money coming as a result of the recent earthquakes, in order for the City to be eligible for future reimbursement from the federal or state government, the City Council must approve a CalOES Form 130, Designation of Applicant's Agency Resolution for Non-State Agencies. This form designates the positions the City Council authorizes to apply for public assistance and recovery funding on behalf of the City, for a three-year period. The proposed action would designate the City Manager and Finance Director as agents who can apply for possible reimbursement.

He noted that the City has now been guaranteed 75% reimbursement by the State and staff is continuing to work on getting the full 100% reimbursement for earthquake related damages.

Motion was made by Carter/Woodall approving the California Office of Emergency Services (CalOES) Form 130 designating agents necessary to provide for all matters pertaining to State and Federal Emergency Management Agency (FEMA) reimbursements. Motion carried 4-0.

## ADJOURNMENT

Motion was made by Carter/Woodall to adjourn the meeting at 4:22 p.m. to the March 7, 2023 regular meeting.

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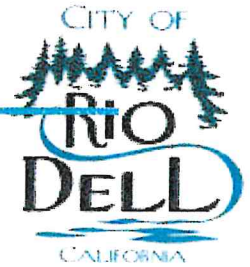
Debra Garnes, Mayor

Attest:

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Karen Dunham, City Clerk

675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



Date: February 15, 2023  
To: Mayor and Members of the City Council  
From: Randy Jensen, Water and Street Superintendent  
Through: Kyle Knopp, City Manager  
Subject: Surface Water Treatment Plant Finished Water Booster Pumps

IT IS RECOMMENDED THAT THE CITY COUNCIL:

It is recommended that the City Council approve the purchase of the 2 Goulds 7CLC Finished Water booster pumps for \$12,250.00 as described in the attached quote from Rogers Machinery Co, Inc. for the Rio Dell Surface Water Treatment Facility.

BACKGROUND AND DISCUSSION:

The Rio Dell Surface Water Treatment Facility has 2 finished water booster pumps that pump water from the treatment plant up to the 500,000-gal Douglas St water tank. These pumps were originally installed as part of the 2006 Rio Dell Water Intake Project and Treatment Plant Upgrade. Even with the general maintenance and rebuilding of the pumps in the past, it is at this time that they need to be replaced as they have exceeded their expected service life.

ATTACHMENTS:

Rogers Machinery Company, Inc. Quote:

7CLC quote tg022023

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**ROGERS  
MACHINERY  
COMPANY, INC.**

COMPRESSORS, PUMPS, BLOWERS,  
VACUUM SYSTEMS & ENERGY AUDITS

February 20, 2023

City of Rio Dell  
City Hall  
675 Wildwood Ave  
Rio Dell, CA 95562

(PHONE 707/764-3541)  
(CELL 707/845-7394)

jensenr@cityofriodell.ca.gov

Attention: Randy Jensen

Subject: Goulds Pump Quotation

As requested of Jim Heiser, we are pleased to quote on the following equipment.

- 2-only           Goulds 7CLC, 3-stage bowl assembly with 6" x 1" water lubricated discharge, suction bell and basket strainer. Each pump is rated approximately 350 GPM @ 235' TDH with a 4.687" impeller trim.
- 12-hours       Labor to replace both pumps.
- 1-only           Lot shop supplies.
- 1-only           Factory freight.

**TOTAL NET PRICE FOR TWO PUMPS WITH INSTALLATION.....\$12,250.00**

Estimated time of delivery on the equipment quoted will be **seven to ten days** after receipt of order, subject to confirmation at time of sale.

All prices quoted are net F.O.B. shipping point. All prices quoted are firm for thirty (30) days from this date. Our terms of payment are net 30 days, subject to approved credit. Prices quoted do not include any Federal, State or local taxes.

Thank you for your continued interest in our equipment. If you have any questions or would like additional information, please contact us.

Very Truly Yours,

ROGERS MACHINERY COMPANY, INC.

Tony Giraud-Inside Sales

H:\12\SALES\QUOTES\MISC PUMP\CITY OF RIO DELL\2023\7CLC\7CLC QUOTE TG022023.DOCX

cc:       Jim Heiser-Service Technician 707/601-6352  
          Rogers Machinery Company, Inc.




675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



**For Meeting of: March 7, 2023**

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: March 2, 2023

Subject: Resolution No. 1577-2023 amending Resolution No. 1575-2023 to request that the entire \$4,000,000 be used for the Owner-Occupied Rehabilitation program.

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**Recommendation:**

That the City Council:

1. Approve Resolution No. 1577-2023 amending Resolution No. 1575-2023 which authorized the County to apply on the City's behalf to participate in the CalHOME Program in response to the NOFA issued on January 6, 2023.
2. Should the item be pulled from the Consent Calendar, open the public hearing, receive public input, close the public hearing; and
3. Adopt Resolution No. 1577-2023 amending Resolution No. 1575-2023 to request that the entire \$4,000,000 be used for the Owner-Occupied Rehabilitation program.

## Background and Discussion

At a Special Meeting on February 27, 2023 your Council approved Resolution No. 1575-2023 authorizing the County to apply on the City's behalf to participate in the CalHOME Program in response to the NOFA issued on January 6, 2023.

Resolution No. 1575-2023 authorized the County to apply on the City's behalf to participate in the CalHOME Program for the following activities:

**A. Owner-Occupied Rehabilitation Assistance** **\$2,000,000**

The maximum Loan amount by an award recipient to an eligible Borrower will be \$200,000 unless the home needs reconstruction. If the home needs reconstruction, the maximum Loan amount will be \$250,000. The maximum Loan amount for addition or full reconstruction of an ADU will be \$250,000. The maximum Loan amount for replacement of a manufactured home not on a permanent foundation in the case where it has been determined by the Recipient it is infeasible to rehabilitate the home will be \$150,000. The minimum Loan to a Borrower will be not less than \$1,000.

~~**B. CalHOME ADU/JADU Assistance** **\$2,000,000**~~

~~The maximum Loan amount by an award recipient to an eligible Borrower for ADU/JADU construction will be \$250,000. The minimum Loan to a Borrower will be not less than \$1,000.~~

Based on in-house discussions and discussions with County Staff, staff believes the biggest need in the community is for the repairs of earthquake damaged owner-occupied homes. There are about 45 "Red Tagged" owner occupied homes in the City. In addition, staff estimates there are approximately 100 "Yellow Tagged" owner-occupied homes that are need of some form of repairs. **As such, staff is recommending that the entire \$4,000,000 request be designated for the Owner-Occupied Rehabilitation program.** Resolution No. 1577-2023 does identify that the \$4,000,000 will be used for the Owner-Occupied Rehabilitation program.

**ATTACHMENT 1:** Resolution No. 1577-2023 amending Resolution No. 1575-2023 to request that the entire \$4,000,000 be used for the Owner-Occupied Rehabilitation program.

**RESOLUTION NO. 1577-2023**



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING RESOLUTION NO. 1575-2023 AUTHORIZING THE COUNTY OF HUMBOLDT TO MAKE APPLICATION ON ITS BEHALF TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME 2022 HOMEOWNERSHIP SUPER NOFA (HOSN) PROGRAM DATED JANUARY 6, 2023 AND THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.**

**WHEREAS**, the City of Rio Dell, a political subdivision of the State of California, wishes to apply for an receive an allocation of funds through the CalHOME Program; and

**WHEREAS**, the City of Rio Dell has executed a Memorandum of Understanding (MOU) with the County of Humboldt to assist in the administration of the City's Community Development Block Grant (CDBG) Programs; and

**WHEREAS**, the City of Rio Dell, hereby wishes to and authorizes the County of Humboldt to make application on its behalf to the California Department of Housing and Community Development (hereinafter referred to as "HCD") for funds available through the CalHOME Program; and

**WHEREAS**, the California Department of Housing and Community Development (hereinafter referred to as "HCD") issued a Homeownership Super Notice of Funding Availability (HOSN or Super NOFA) on January 6, 2023 for approximately \$130 million in funds for the for the CalHOME Program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"); and

**WHEREAS**, pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHOME program, subject to the terms and conditions of the statute and the CalHOME Program Regulations adopted by HCD in April 2004; and

**WHEREAS**, the City Council of the City of Rio Dell requests that the County of Humboldt make application on the City's behalf to obtain from HCD an allocation of CalHOME funds in the amount of \$4,000,000 for Owner-Occupied Rehabilitation Assistance and ADU/JADU construction; and

**WHEREAS**, the construction of ADU/JADU dwellings in the City is considered infill development.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the City Council as follows:

1. Authorizes the County of Humboldt to make application on its behalf to the California Department of Housing and Community Development for funds available through the Homeownership Super Notice of Funding Availability CalHOME Program; and
2. The City of Rio Dell has reviewed and hereby approves the submission to the State of California of one or more applications(s) in the aggregate amount, not to exceed, \$4,000,000 for the following HOSN activities pursuant to the Homeownership Super Notice of Funding Availability (HOSN or Super NOFA):

**A. Owner-Occupied Rehabilitation Assistance**

**\$4,000,000**

The maximum Loan amount by an award recipient to an eligible Borrower will be \$200,000 unless the home is in need of reconstruction. If the home is in need of reconstruction, the maximum Loan amount will be \$250,000. The maximum Loan amount for addition or full reconstruction of an ADU will be \$250,000. The maximum Loan amount for replacement of a manufactured home not on a permanent foundation in the case where it has been determined by the Recipient it is infeasible to rehabilitate the home will be \$150,000. The minimum Loan to a Borrower will be not less than \$1,000.

3. If the application for funding is approved, the City of Rio Dell intends to prioritize making loans for Owner-Occupied Rehabilitation to those qualifying individuals whose homes were damaged by the December 20, 2022 and January 1, 2023 earthquakes.
4. The City Council of the City of Rio Dell hereby authorizes and directs the City Manager, or designee, to execute and deliver the Standard Agreement and act on, with the County of Humboldt's assistance, any and all subsequent amendments thereto with the State of California for the purposes of the grant; and
5. If the application for funding is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation

as may be required by the State of California from time to time in connection with the grant; and

6. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Rio Dell acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the HOSN Program.
  
7. The City Council hereby authorizes the City Manager to work with the Humboldt County Director of the Planning and Building Department to initiate the appeal process in accordance with Section V of the CalHOME NOFA if HCD determines and notifies the City/County that the application does not meet the criteria; and

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Rio Dell on March 7, 2023 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Mayor Debra Garnes

ATTEST:

I, Karen Dunham, City Clerk of the City of Rio Dell, State of California, hereby certify the above and forgoing to be a full, true and correct copy of Resolution No. 1577-2023 adopted by the City Council of the City of Rio Dell on March 7, 2023.

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Karen Dunham, City Clerk, City of Rio Dell



675 Wildwood Avenue  
Rio Dell, Ca 95562  
(707) 764-3532

For Meeting of: March 7, 2023

**TO:** Mayor and Members of the City Council  
**THROUGH:** Kyle Knopp, City Manager  
**FROM:** Karen Dunham, City Clerk  
**DATE:** March 7, 2023  
**SUBJECT:** Appointment of City Councilmember to Beautification, Walkability and Pride Committee Traffic Committee

**RECOMMENDATION**

Approve the appointment Councilmember Woodall to the Beautification, Walkability and Pride Committee, replacing Mayor Garnes.

**BACKGROUND AND DISCUSSION**

At the January 3, 2023 regular meeting, the Council approved appointments of Councilmembers to serve on various boards, commissions, committees and task forces. The appointment of two Councilmembers to the Beautification, Walkability and Pride Committee consisting of Mayor Garnes and Mayor Pro Tem Carter remained unchanged.

Councilmember Woodall since then, expressed interest in serving on that committee. Mayor Garnes agreed to step down and allow Councilmember Woodall to be appointed to the position.

**ATTACHMENTS:**

City Council Board/Committee/Commission Assignments



## CITY COUNCIL BOARD/COMMITTEE/COMMISSION ASSIGNMENTS

ORGANIZATION	APPOINTEE	ALTERNATE
Humboldt County Association of Governments (HCAOG) Meets 3rd Thursday at 4:00 p.m. in Eureka	Orr	Woodall
Humboldt County Convention & Visitors Bureau Meets Quarterly for lunch (various locations)	Garnes	Carter
Humboldt Waste Management Authority (HWMA) Meets 2nd Thursday at 5:30 p.m. in Eureka	Wilson	Orr
Humboldt Transit Authority (HTA) Meets 3rd Wednesday at 9:00 a.m. at HTA	Woodall	Garnes
League of California Cities Redwood Empire Division (LOCC) Meets Quarterly (various locations)	Garnes	Carter
Redwood Region Economic Development Commission (RREDC) Meets 4th Monday at 6:30 p.m. in Eureka 325 Second St., Suite 203, Eureka, CA 95501	Carter	Woodall
Local Agency Formation Commission (LAFCo)	None	None
Redwood Coast Energy Authority (RCEA) Meets 4th Thursday at 3:00 in Eureka	Wilson	Garnes
Humboldt/Del Norte Hazardous Response Authority Meets Quarterly at 4:30 p.m. in Eureka	Carter	Garnes





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675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532



**For Meeting of: March 7, 2023**

To: City Council

From: Kevin Caldwell, Community Development Director

Through: Kyle Knopp, City Manager

Date: March 2, 2023

Subject: CDBG Owner-Occupied Rehabilitation program and a Residential Rental Rehabilitation program CEQA/NEPA Notice of Exemption

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**Recommendation:**

That the City Council:

1. Authorize the City Manager to execute and submit a CEQA/NEPA Notice of Exemption for the Owner-Occupied Rehabilitation program and Residential Rental Rehabilitation program; and
2. Should the item be pulled from the Consent Calendar, open the public hearing, receive public input, close the public hearing; and
3. Authorize the City Manager to execute and submit a CEQA/NEPA Notice of Exemption for the Owner-Occupied Rehabilitation program and Residential Rental Rehabilitation program.



## **Staff Highlights – 2023-03-07**

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### **City Council**

#### **City Manager**

Met with County Planning and Building to discuss resource augmentation related to ongoing building inspections.

Attended the launch meeting for Rio Dell's Long Term Recovery group.

Helped with coordination and attended the Earthquake Recovery Town Hall on March 2<sup>nd</sup>.

Attended a Water Board grants meeting re: future funding for wastewater projects.

Meeting with the County to discuss the County's proposal for a sales tax dedicated towards roads in the County unincorporated areas.

Multiple meetings with County OES, CalOES and other earthquake partners.

The City is currently recruiting for: 1 Water Operator I-III and 1.5 Utility Workers I-III

#### **City Clerk**

Processed Eight (8) Building Permit Applications:

306 Wildwood Ave. – Sewer Lateral

329 Douglas St. – PV Solar

371 Orchard St. – Replace Damaged Siding

33 Center St. – Earthquake Repairs

484 Davis St. – Earthquake Repairs

735 Walnut Dr. – Foundation Repair

188 Center St. – Foundation Repair

222 Belleview Ave. – Foundation Repair

Processed Two (2) Business License Applications:

Thomas Botts – Northlands Construction, LLC – Non-Resident Contractor

Kim Thallheymer – Golden Pearl Artistry – Home Occupation 390 Third Ave.

Processed Eight (8) Encroachment Permit Applications:

Roto-Rooter Plumbing – Replacement of Waterline at 303 Orchard Ln.

PG&E – Paving Restoration – 76 Davis St.

PG&E – Repair Gas Leak – 624 Gunnerson Lane

PG&E – Repair Gas Leak – 209 Monument Rd.



PG&E – Repair Gas Leak – 410 Rigby Ave.  
PG&E – Repair Gas Leak – 520 First Ave.  
PG&E – Repair Gas Leak – 100 Fern St.  
PG&E – Repair Gas Leak – 775 Pacific Ave.

Misc:

Submitted February Employment Report to Bureau of Labor Statistics  
U.S. Census Building Permit Survey for December and January  
Submitted CHF/CIRB Building Permit Report for February

### City Attorney

### Human Resources, Risk & Training

### Finance Department

- Work with CDBG reps to establish Owner Occupied and Tenant Occupied Single and Multi-Unit Housing Rehab programs using City's PI funds
- Prepare documentation for CalOES to establish reimbursement for Earthquake and Winter Storm expenses
- Submit invoice for SSES to California Waterboard
- Finalize Damage Assessment Forms for road damage on qualified roadways to Caltrans
- Prepare documents for Hazard Mitigation Grant Program – Rio Dell Eel River Crossing Pipeline Seismic Retrofit Project
- Work with Clean CA reps and City Engineers moving grant projects along
- Assist in the distribution of job advertisements for the Water/Sewer Department
- Publish and distribute RPF for City Auditor

### Public Works Water

Monthly reporting to State Waterboards

Trouble shooting TU5300 Turbidity meter on Filter 2.

Birch St water main installation by Wendt Construction (Ongoing)

Follow up on U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule

Routine Weekly and Monthly water sampling,

General grounds maintenance at water storage tank sites.

General grounds maintenance at Rio Dell well site.



Cleanup Water Treatment Facility Building due to earthquake

Installed blow off at Center St/Ireland St to provide water to 205 center St From Earthquake damage.

Replaced ERT's and registers that failed in January's meter read.

Read meters, completed leak checks and zero consumptions.

Assisted Wendt Construction in locating service lines on Birch St water project.

Fixed leak at 285 Painter St.

### **Public Works Wastewater**

Region 1 SWRCB round table meeting.

Biweekly Meeting with GHD SSES and Compliance project

Routine Cleaning of the Collection system

Scheduling Annual Chronic and Acute Toxicity testing of Effluent

Training Operations staff.

Submitted Annual Report to State.

Monthly Effluent testing.

Requested Assistance from GHD to work on Chloramine System.

Submitted Technical Report for SSO during Rain events in January.

Maintenance to Chlorine Generator.

### **Public Works Streets, Buildings and Grounds**

Cleaned up shop from Earthquake aftermath.

Maintenance on Water hot tap machine for service connections.

Cleared fallen trees on Monument Rd from snow.

Cleaned storm drains around town.

Removed fallen trees at Old Ranch Rd.



Asphalt patching on Gunnerson Ln and Ogle Ave.

Removed trash and old encampment at the bottom of the infiltration gallery on Edwards Dr.

### Public Works City Engineer

### Public Works Capital Projects

### Police Department

The Department had the following statistics for the period of February 15 to February 28, 2023. The summation of Calls for Service may be greater than the total as multiple officers can now be assigned to the same call for service. There may also be administrative calls for service that are not documented below.

Officer	Calls for Service	Reports	Arrests
Allen	24	4	0
Conner	4	2	0
Beauchaine	12	0	0
Landry	22	3	0
Burns	48	6	4
Johnson	30	4	2
Fielder	6	1	0
Clark	11	0	N/A
Totals	160	20	6
Averages	11.4 per day	10.5 per week	3.0 per week
2022 Yearly Average	14.1 per day	12.7 per week	5.7 per week

#### Calls for Service at 355 Center Street

There were no calls for service at 355 Center during this two-week period.

During the period of February 15 to February 28, 2023, there were thirteen calls for service related to animal control issues. One dog and one cat were transported to Miranda's Rescue. A resident brought an injured duck to the station in a cardboard box. The Animal Sanctuary was contacted and they requested that the duck be transported to their facility in Arcata. CSO Mary Clark agreed to transport the duck. While in route, she became concerned that the duck's lack of movement might be a sign that the bird was no longer amongst the living. She moved the box and was pleasantly surprised/startled when the bird made it apparent that it was still alive.

On February 19, Officer Liam Burns and Corporal Crystal Landry responded to a house where a man had allegedly brandished a firearm at two brothers. The officers learned that a fourth man was at the property working on his vehicle when the suspect arrived. The suspect claimed to have the currently incarcerated property owner's permission to be there and was examining a vehicle in the garage. The mechanic thought this was suspicious and called the property owner's two sons. When they arrived, they challenged the suspect's right to be there. An argument ensued as the man attempted to leave. One of the brothers made a move like he was going to hit the suspect and when he got into his truck,



one of the brothers closed the door while his leg was outside. The man produced a pistol and pointed it at the two brothers. He then drove off. However, what might have been a "self-defense" situation became more complicated when the officers learned that the suspect was a convicted felon and not allowed to possess firearms. Corporal Landry had one of the brothers call the suspect and listened while the brother asked him incriminating questions. The suspect admitted to what he had done. He was contacted in Fortuna and taken into custody for being a felon in possession of a firearm as well as brandishing a firearm. The following day, officers from the Rio Dell Police Department served search warrants on the man's residence and a storage locker in Fortuna. A rifle, a sawed-off shotgun, and ammunition were located during the searches. The suspect claimed to have thrown the handgun into the river and it was not located.

On February 21, 2023, Officers assisted the Fortuna Police Department in serving an arrest warrant for a juvenile believed to be living in the city of Rio Dell. The juvenile was wanted for a stabbing that occurred in Fortuna. The juvenile was later located at Bayshore Mall and taken into custody.

On February 27, Officers participated in Coffee with a Cop at the Resource Center which was well received.

CERT (COMMUNITY EMERGENCY RESPONSE TEAM) has been scheduled for April 28-30 at the Scotia Hall. The McLean Foundation has provided us with a grant to cover the cost of this training. Flyers with registration information will be out shortly.

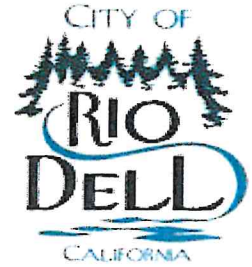
The department is actively seeking grant funding for purchases of two new patrol bicycles and training.

### **Community Development Department**

#### **Intergovernmental**

#### **Humboldt-Rio Dell Business Park**

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
cityofriodell.ca.gov*



March 7, 2023

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Approval of the Humboldt Waste Management Authority's (HWMA) Joint Powers Agreement and Direction for the Mayor to Execute

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Discuss and Approve Proposed Amendments to HWMA's Joint Powers Agreement; and
2. Direct the Mayor to Execute the Restated and Amended Agreement
3. Provide Other Direction as Appropriate.

BACKGROUND AND DISCUSSION

At their regular meeting held February 9, 2023, the HWMA Board of Directors unanimously approved proposed amendments to the Humboldt Waste Management Authority's Joint Powers Agreement and established an approval step process for Member Agencies to follow.

HWMA's original Joint Powers Agreement was approved in November 1999 by the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and the County of Humboldt ("Member Agencies"). The cities of Fortuna and Trinidad are not members of HWMA. The primary purpose of HWMA is to secure and manage long-term agreements related to the disposal of Member Agency's solid waste and assumed responsibility for the closure/post-closure activities of the Cummings Road Landfill, and related specified powers. Members are required to provide "Flow Control" of solid wastes and direct their franchise waste haulers to deliver solid waste to HWMA. HWMA also provides diversion services to its members including hazardous waste disposal, carpet and mattress recycling and other related diversion services.

Over the years, HWMA's Joint Powers Agreement has been amended three times; two amendments were non-substantive and didn't require approval of the Members, and one which was substantive requiring the approval of Member Agencies. With the exception of solid wastes, HWMA does not have Flow Control over other materials such as green waste, curbside collected recyclable or other materials unless specifically designated by a governing body through an agreement or memorandum of understanding.



In the Fall of 2022, Member Agency governing bodies submitted letters of interest that HWMA act in a regional capacity for managing the processing of curbside collected source separated organics for compliance with SB 1383 (Short Lived Climate Pollution Reduction Act). Because the State mandates compliance responsibility to individual jurisdictions, and local jurisdictions are interested in coordinating regionally, HWMA needs to amend the Joint Powers Agreement to incorporate the necessary powers to secure flow control of source-separated organic wastes to implement the new state mandated waste diversion and material management requirements.

The HWMA Board approved the attached amendments to the Agreement, and requests that the governing body of each Member review and approve the Restated and Amended Agreement.

The amendments will enable HWMA to secure flow control of designated source separated materials at the future discretion of the Member's governing body. Further, this amendment process presented an opportunity to update the Agreement, remove outdated artifacts and provide clarifications to the Agreement beyond the matter of source separated organics.

#### Approval Process

The HWMA Board of Directors approved the following process to amend the Agreement:

1. The HWMA Board consider and approve the draft amendment(s), with no less than 70% of the Directors of the Authority Board voting in support of proposed amendments. (Complete with unanimous support)
2. HWMA circulates the preliminary approved document to the governing boards of the Members for consideration and approval by no less than 70% of the Member governing boards.
3. Should Members raise any issues during their deliberation and consideration of the proposed amendments, it is requested that written concerns be addressed to HWMA's Executive Director for immediate review and possible HWMA Board reconsideration and revision of the draft amendment.
4. After confirmation that all Members have received, considered and taken final action, HWMA will circulate a written instrument for execution by the Members. Once signatures have been received, a final executed copy will then be distributed to the Members.

Attached are two documents containing the proposed amendments, and staff recommends Councilmember and other interested persons to read the "Clean" copy to review the document in its entirety, referring to the "Track Changes" copy to view specific changes. Additionally, below is a detailed bullet list of the revisions, with rational explanations as identified.

- Universal formatting revisions – Standardized the mixture of UPPER cased and Capitalized words, and made uniform use of bold headings for improved document readability.
- Spelling corrections throughout the document
- Inserted "**Amended and Restated**" language, as well as recitals.
- Remove artifact(s) that were in the original (e.g. Section 6.5 "Possible Future Responsibilities and")
- Inserted missing Section labels (e.g. "Powers" and "Notices")

- Removed “**Financial Assurances**” definition as the original purpose for the definition is now an artifact. Originally Members had to provide Financial Assurances when HWMA took out the first \$7 million bond to purchase the Transfer Station. That bond, and a subsequent one in 2005, were paid off in 2015 and there are no significant outlying long term debts.
- Addition of the term “**Flow Control**” and definition
- Addition of the term “**Household Hazardous Waste**” and definition. HWMA began providing HHW services in 2002 after the County transferred mobile collection responsibility to HWMA. Over the years HWMA constructed, improved and established the Permanent Household Hazardous Waste Collection Facility.
- Revised the term “**Indenture**” to be universal instead of the specific reference to a now-defunct trust used for the now complete construction closure costs of the Cummings Road Landfill.
- **Revenue Bonds** – expanded to include financing purposes to include “...*plant, site existing or planned...leased, and constructed, maintained...*”
- Updated the term “**Solid Waste**” per State approved revision in 2019 contained in CA Public Resources Code 40191
- Addition of the term “**Source Separated Materials**” which are designated to the Authority by an action of the governing member and the HWMA Board of Directors. Then inserted “Designated Source Separated Materials” where appropriate throughout the document. This broad term is inclusive of any source separated material including organics, recycling, green waste, hazardous waste or other materials to meet State diversion requirements, and the Member Agency retains discretion as to whether to designate to the Authority for management.
- Updated “**Transfer Facility**” definition
- Technical Assistance Committee – clarification that representatives are comprised of Integrated Waste Management staff of Members of the Authority – *not the AB 939 Integrated Waste Management Local Task Force.*
- **2.2 ”Additions”** – Revisions include:
  - Heading change to “**Member Additions**” to better explain the section purpose.
  - Proposed revision transfers authority to add members by a supermajority action of the HWMA Board of Directors following confirmation of convenances. This revision is consistent with existing Section 8.3 Voting (7) and Section 10 Withdrawal authority.
  - Revised to include timeline for prospective members applying so that HWMA can process and prepare/adopt fiscal year budgets and that new Members be assessed prorated share of assets and liabilities
- **Section 2.3** – This did not have a heading in the original JPA. “**Flow Control**” was added to clarify this section’s purpose.
- **Section 4.3 Board** – Added reference to the “Ralph M. Brown Act”.
- **Section 4.6 “Technical Advisory Committee”** clarifying edits. This is in addition to existing Section 8.2 “Officers and Committees” provision that the Board of Directors may establish ad hoc, standing, advisory committees at their discretion.
- **Section 6** – Added Section title “**Powers**”
  - Removed the “quarry” reference in original document. There was no “quarry” but an area where soil was removed for daily cover when the landfill was operational.
  - Added reference to the timber property purchased by HWMA in 2017.
- **6.4 “Noncompetition”** – Removed. This provision was specific to a request by the City of Arcata and the now defunct Arcata Community Recycling Center in 1999. Any facility proposed to be developed or operated outside of Hawthorne Street Transfer

Station will require an action by the Board of Directors and concerns/objections could be raised through those processes.

- **New Section 6.4 “Possible Future Responsibilities”** added “...or expansion to a Regional Agency per PRC 40975”. The Regional Agency reference makes the JPA consistent with the approved “2013-2023 Strategic Plan”.
- **7.6 “Insurance”** Removed the original section in its entirety along with the detailed language specifying coverage levels. Once the JPA is amended, HWMA will present policy language for adoption into HWMA’s Policy Handbook, Section 1000. This will better enable regular review and updating as necessary without requiring amendment of insurance coverage requirements to all Members for approval.  
The proposed language provides umbrella verbiage addressing Insurance.
- **Section 8 “Code of Conduct”** replaced with “**Bylaws, Officers and Voting**” because that what the section actually addresses.
- **Section 9 “Term”** revised
- **Section 11.2 Revenue Bonds** – expanded to include “...or other instruments of indebtedness”. This will enable long-term or short term loans as necessary.
- **Section 12 “Amendments”** revised to include a clear process for the steps to amend the JPA and voting requirement of Directors and Members.
- **Section 14** – added heading “**Notices**” and removed each of the city/county names/mailling addresses for brevity.
- **New Section 22 “Effective Date”** for the amended and restated Agreement.

ATTACHMENTS:

1. Proposed HWMA JPA Amendments February 2023 - Clean.
2. Proposed HWMA JPA Amendments February 2023 - Compare.
3. Informational Powerpoint presented to HWMA

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**HUMBOLDT WASTE MANAGEMENT  
AUTHORITY**

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

Adopted November 17, 1999

Amended April 8, 2002

Amended July 12, 2012

Amended November 10, 2016

Amended and Restated [*date*] 2023

**HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

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**AMENDED AND RESTATED  
HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT  
Adopted November 17, 1999  
Amended April 8, 2002  
Amended June 14, 2002  
Amended November 10, 2016  
Amended and Restated [date] 2023**

This Amended and Restated Joint Powers Agreement of the Humboldt Waste Management Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, and November 10, 2016. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 2023.

**RECITALS**

**WHEREAS**, the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt in 1999, entered into a Joint Powers Agreement to form the Humboldt Waste Management Authority for purposes of providing coordinated solid waste management services for the member agencies and their communities; and

**WHEREAS**, the Authority seeks to amend the Joint Powers Agreement to incorporate powers required to implement new state mandated waste diversion and material management requirements;

**WHEREAS**, the Authority believes it would be desirable and convenient to restate the Joint Powers Agreement in its entirety, including previous amendments, and amend said Joint Powers Agreement as recited herein.

**NOW, THEREFORE**, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

**AGREEMENT**

**SECTION 1.           DEFINITIONS**

For purposes of this Agreement, the following terms have the respective definitions as set forth below:

“**ACT**” means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

**"AGREEMENT"** means this joint exercise of powers agreement, first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, November 10, 2016, and on the effective date stated above, and as it may be amended in the future from time to time.

**"AUTHORITY"** means the Humboldt Waste Management Authority a joint exercise of powers authority created by the Members pursuant to this Agreement.

**"BOARD"** means the Board of Directors of The Authority.

**"CERCLA"** means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767, as amended; 42 U.S.C. § 9601 et seq.).

**"DESIGNATED SOURCE SEPARATED MATERIAL(S)"** means Source Separated Material(s) over which a Member has obtained Flow Control and directs its franchised or contracted collection hauler to deliver to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production, or disposal, as required by the Authority Directors.

**"DIRECTOR"** means the representative appointee of a Member to the Board.

**"EXECUTIVE ADVISORY COMMITTEE"** means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees.

**"EXECUTIVE DIRECTOR"** means the person appointed by the Board as the Authority's administrative officer to manage the affairs of the Authority and to implement the policies of the Board.

**"FINANCIAL OBLIGATIONS"** means Indenture Obligations, Revenue Bonds and any other financial obligations or liabilities incurred by the Authority.

**"FISCAL YEAR"** means the period commencing on each July 1 and ending on the following June 30.

**"FLOW CONTROL"** means a system by which a Member, through ordinance, regulation or other official directive, compels its franchised or contracted collection hauler(s) to transport municipal solid waste, recyclables, or other Source Separated Material(s) from the place material is generated to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production or disposal.

**"INDENTURE"** means any indenture that secures a financial obligation of the Authority with revenues of the Authority.



**"INDENTURE OBLIGATIONS"** means bonds, parity obligations and similar instruments, including any Revenue Bonds, which evidence obligations of the Authority arising under and in respect of any Indenture.

**"GOVERNMENT CODE"** means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

**"HOUSEHOLD HAZARDOUS WASTE"** means those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, as defined in the California Public Resources Code § 40141.

**"LANDFILL"** means the Cummings Road Landfill located at 5755 Cummings Road, Eureka, CA 95501.

**"MEMBER" or "MEMBERS"** means the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, the County of Humboldt, or any city located wholly or partly within Humboldt County which has joined the Authority pursuant to Section 2.2.

**"OUTSTANDING"** as of any particular date means (a) with respect to Indenture Obligations, the term shall have the meaning ascribed to it in the Indenture, (b) with respect to Revenue Bonds, means Revenue Bonds issued but not yet defeased or redeemed, and (c) with respect to other financial obligations and liabilities of the Authority, means those other financial obligations and liabilities which have been incurred but not yet paid in accordance with their terms.

**"PLEDGE OF REVENUES"** means a financial assurance mechanism as defined in 27 California Code of Regulations section 22200(jj) by which the Authority promises to make specified, identified future revenues of facilities under its ratemaking control available to pay future postclosure maintenance costs of a solid waste facility.

**"REVENUE BONDS"** means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the Authority from time to time pursuant to the Government Code or any other applicable law in order to finance any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, and/or operated by the Authority, and/or any financial aspects of closed Landfill maintenance.

**"SERVICE AREA"** means those areas under the jurisdiction of Members from which the Authority receives Solid Waste for processing, transportation, and disposal. If and when any additional cities join the Authority pursuant to Section 2.2., the Service Area shall also

include all areas within the joining City or Cities.

"**SOLID WASTE**" means the type of wastes commonly collected by Members' franchised Solid Waste collectors including putrescible and nonputrescible solid, semisolid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewater, treated or chemically fixed sewage sludge which is not hazardous wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid Waste does not include 1) hazardous wastes as defined in California Public Resources Code § 40141 or by federal law or regulation, 2) radioactive waste as defined and regulated, or 3) medical waste as defined and regulated, or 4) those Source Separated recyclable or compostable materials intended for collection as part of a Member's collection and/or recycling, reuse, reprocessing franchise.

"**SOURCE SEPARATED MATERIAL(S)**" means materials collected by a Member's franchised or contracted collection hauler that is separated, placed into a container by the generator and specifically intended for separate collection (e.g., curbside collected recyclables, and compostable materials).

"**TRANSFER FACILITY**" means any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Transfer Facility accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, and for the receiving, processing, disposal, recycling and transportation of Solid Waste and the recovery of materials from Solid Waste and Designated Source Separated Material(s), that is owned by the Authority, by a Member, or by a private entity, but in all events is available for use by the Authority or its Members, such that the material is handled by the Authority's transport, processing and disposal system.

## **SECTION 2.           FORMATION, MEMBERSHIP**

- 2.1 **Humboldt Waste Management Authority.** Pursuant to the Government Code, the Members do hereby create, form and establish the Authority, a public entity to be known as the "Humboldt Waste Management Authority", it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate and distinct from each of the Members.
- 2.2 **Member Additions.** Any city or county in Humboldt County may apply to join the Authority as a Member. The prospective Member's application must be received by the Authority no later than January 1 for potential membership beginning with the following Authority Fiscal Year. Membership will be granted only upon the approval of at least 70% of the Directors. Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all Solid Waste and Designated Source Separated Material(s)

collected by the jurisdiction (if such jurisdiction provides collection services directly to its constituents) to a Transfer Facility for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the Authority, which direct its franchised or contracted collection hauler(s) to deliver all Solid Waste and Designated Source Separated Material(s) collected under such franchise(s) or contract(s) to a Transfer Facility for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the Authority for the delivery of Solid Waste to the Transfer Facility. Additionally, new Members will be assessed a prorated share of assets and liabilities held by the Authority such as the undesignated reserve fund and any existing Indenture Obligations.

- 2.3 **Flow Control.** It is hereby understood that the intent of the Authority is to require all present and future Members to covenant to take all actions possible to direct Solid Waste and Designated Source Separated Material(s) to a Transfer Facility and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the Member with the right to direct all Solid Waste and Designated Source Separated Material(s) collected under any franchise collection agreement to a Transfer Facility as specified by the Authority Directors.

### SECTION 3. **PURPOSE**

- 3.1 **General.** The Authority is formed to provide the economic coordination of Solid Waste and Designated Source Separated Material(s) management services and to efficiently and fairly assure against potential adverse effects of past Solid Waste management services within the Service Area. This Agreement is entered into by the Members in order: 1) that they shall jointly request proposals and contract for Solid Waste and Designated Source Separated Material(s) processing and disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, Transfer Facilities and equipment, materials recovery facilities, waste to energy facilities, and/or Solid Waste landfills; B) preparing of planning documents which meet the requirements of the Act and other state law and regulation; C) disposal, transfer, or processing of materials generated in the incorporated and unincorporated area of the County; and D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and construction/demolition wastes) and recycling market development.
- 3.2 **Transfer Facility.** The general purpose may include, but is not limited to, the purpose of providing the economic coordination of processing, transfer and disposal services for Solid Waste and Designated Source Separated Material(s) generated within the Service Area, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of Transfer Facilities.

- 3.3 **Landfill Closure and Maintenance.** The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed Landfill serving part or all of the Service Area for the general purpose of protecting the health and safety of the public within the Service Area and the specific purpose of protecting the general funds of the Members against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the Authority may include ownership and/or management of the Landfill during the final stages of the Landfill's active life, during closure, and thereafter if such is deemed essential, in the discretion of the Board of Directors, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.
- 3.4 **Common and Additional Powers.** The Authority's purpose also includes the establishment of the Authority as an independent joint powers entity to enable the Members to jointly exercise the common powers of the Members set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the Government Code upon all joint powers authorities.

#### **SECTION 4. ORGANIZATION**

- 4.1 **Composition.** The Authority shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the Service Area which has joined pursuant to Section 2.2, and the County of Humboldt.
- 4.2 **Principal Office.** The principal office of the AUTHORITY shall be established by the Board. The Board may change that principal office upon giving at least 15 days written notice to each Member.
- 4.3 **Board** The Authority shall be governed by the Board Of Directors, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority. The Authority Board of Directors shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal year, the Board shall appoint new officers. The appointment of the chairperson shall rotate among the Members of the Authority.
- 4.4 **Directors.**
- (a) The Board shall consist of the same number of Directors as the number of Members. Each Member shall appoint one Director. Upon execution of this Agreement by a Member, the Member shall appoint its representative to the Board and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed Director. Thereafter, vacancies shall be filled by the appointing Member

within thirty (30) days of the occurrence thereof. Each Director and alternate shall be an elected official of the governing body of the Member that he or she represents. If a Director or alternate ceases holding any such elected position, he or she shall then cease to serve as a Director or alternate. The Authority and the Board shall be entitled to rely on a written notice from the City Clerk (in the case of city Members) and the Clerk of the Board of Supervisors (in the case of county Members) as conclusive evidence of the appointment and removal of the Directors and/or alternates representing that Member.

- (b) Each Director and alternate shall hold office from the first meeting of the Board after appointment by the Member, until his or her successor is selected by the Member that appointed that Director. Each Director and alternate shall serve at the pleasure of the Member that he or she represents and may be removed at any time, without cause, at the sole discretion of that Member.
- (c) No compensation shall be received by any Director or alternate unless expressly provided by resolution of the Board.

4.5 **Executive Advisory Committee.** There is hereby created an Executive Advisory Committee which shall consist of the Member City and County Managers, or their appointees or designees, to advise the Executive Director as specified below:

- a) Review and recommend an operating and capital budget, and review and comment on Authority goals and objectives.
- b) Provide assistance to the Board as requested in the recruitment and selection for the Authority's Executive Director.

The Executive Advisory Committee shall meet as necessary, but not less than annually, and as necessary as called by the Chairperson. The Executive Advisory Committee shall appoint a Chairperson and a Vice Chairperson. Thereafter at its first meeting in each succeeding Fiscal Year, the Executive Advisory Committee shall appoint new officers. The appointment of the Chairperson shall rotate among the Members of the Authority. A majority of all members of the Executive Advisory Committee shall be present to conduct business of the Executive Committee. The decision of the majority of the Executive Advisory Committee shall constitute the acts of the Committee.

4.6 **Technical Advisory Committee.** The existing County/City Integrated Waste Management staff comprised of Authority Members is designated to provide technical information for, make recommendations to, and otherwise advise, the Authority on relevant waste management issues.

**SECTION 5. PERSONNEL AND ADMINISTRATION**

- 5.1 **Employees.** The Authority may have its own employees and/or may contract with a Member agency or firm for the furnishing of any necessary staff services associated with or required by the Authority. All employees shall report to the Executive Director.
- 5.2 **Executive Director.** The Executive Director shall have all administrative powers necessary to implement Board direction, including purchasing, personnel, and finance powers. The Executive Director shall prepare an annual budget and annual rate schedule for the Board's consideration.

**SECTION 6. POWERS**

- 6.1 **FACILITIES.** The Authority is empowered to acquire, construct, finance, refinance, operate, regulate, set rates for and maintain Transfer Facilities subject, however, to the conditions and restrictions contained in this Agreement. To ensure safe closure and postclosure maintenance of the Landfill, the Authority is empowered to acquire, operate, regulate, set rates for, close and provide postclosure maintenance for the Landfill and all facilities and properties related thereto in the manner required by law.
- 6.2 **Approved Powers.** To the full extent permitted by applicable law (including specifically the Act and the Government Code), the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the Act or that each Member could exercise separately including, without limitation, any and all of the following:
- (a) to sue and be sued in its own name;
  - (b) to incur and discharge debts, liabilities and obligations;
  - (c) to issue Revenue Bonds, notes, certificates of participation and incur other forms of indebtedness and make associated covenants from time to time, for designated purposes in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the Transfer Facility and/or related facilities;
  - (d) to exercise the power of eminent domain for the acquisition of real and personal property for a Transfer Facility and access thereto or for the acquisition of a Transfer Facility itself;
  - (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
  - (f) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with a Transfer Facility, any other facility owned or operated by the

Authority, and any other enterprise which the Authority is empowered by this Agreement to conduct, as well as any and all services and programs provided and/or implemented by the Authority, and to include in such rates and charges amounts necessary to carry out those purposes described in Section 3 of this Agreement;

- (g) to require the Members to use all best efforts to direct all Solid Waste and Designated Source Separated Material(s) generated within the Members' boundaries that are located within the Service Area to the Authority-specified Transfer Facility. To the extent legally permissible, Members shall:
  - (1) Direct all Solid Waste collected by Members' franchised garbage collectors to the Transfer Facility. Members shall also direct all other Solid Waste generated by Members to the Transfer Facility; provided, however, this subsection shall not apply to recyclables nor to Solid Waste generated by Members outside the Service Area; and
  - (2) Obtain and maintain Flow Control over Designated Source Separated Material(s);
- (h) to require Members to amend or revise any franchise collection agreement(s) at the earliest possible date, which shall not be later than the first renewal or extension date or the date of any amendment to such franchise agreement, to provide the Member with the right to direct all Solid Waste and Designated Source Separated Material(s) collected by the franchised hauler(s) to a Transfer Facility. Any Member currently not having the right to direct such materials under its franchise agreement(s) shall covenant to make such amendment in order to join the Authority;
- (i) to contract for the processing, transportation and/or disposal of Solid Waste and Designated Source Separated Material(s) delivered to a Transfer Facility;
- (j) to make and enter into contracts, including contracts with any Member or non-member entity, and to assume contracts made by any Member relating to the Transfer Facility;
- (k) to reimburse the Members for the costs of services provided to the Authority;
- (l) to hire agents and employees;
- (m) to employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (n) to apply for and accept grants, advances and contributions;
- (o) to make plans and conduct studies;

- (p) to coordinate efforts with the established local, regional and state waste management agencies;
- (q) to make payments as necessary for closure and postclosure maintenance for the Landfill for the purposes set forth in Section 3.3 of this Agreement and, if the Landfill should become a Superfund site, to seek reimbursement for remediation costs from any person or entity (other than any Member) having a legal responsibility for such costs; and
- (r) to provide the financial assurances required by state and federal law for postclosure maintenance of the Landfill, including use of a Pledge Of Revenues based upon any or all of the revenue-producing enterprises owned and/or operated by the Authority.

**6.3 Limitations.** Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Humboldt in the exercise of similar powers.

**6.4 Possible Future Responsibilities.** Upon future approval and agreement by all of the Members, the Authority may conduct other related waste management responsibilities and duties, including but not limited to contracting with non-members to accept their Solid Waste at a Transfer Facility or expansion to a Regional Agency, as that term is defined in Public Resource Code § 40975.

**6.5 Individual Member Services.** Upon approval of the Board and the governing body of a Member, the Authority may contract to provide other related waste management responsibilities and duties, individually for that Member. These contracted services will be paid for solely by the contracting Member.

**6.6 Local Governing Body.** For the purposes of the Act the Authority will operate as a “Local Government Body” or “Local Governmental Agency” which has the authority to provide Solid Waste and other materials management and handling services.

## **SECTION 7. FINANCE**

### **7.1 Assets, Rights, Debts, Liabilities and Obligations.**

- (a) Except as provided in subsection (b), (c) and (d) below, the assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Member give prior approval to such contract or assumption.



- (b) The Members hereby agree that any defense against claims, as well as the cost of any judgments imposed for claims resulting from actions by the Authority or any of the officers, agents, employees, or contractors of the Authority in relation to the Transfer Facility, any Solid Waste facility owned and/or operated by the Authority or any other enterprise owned and/or operated by the Authority shall be the sole responsibility of the Authority. Such costs shall therefore be paid for ultimately through surcharges uniformly imposed on the rates charged to users of the Transfer Facility.
- (c) To the extent that Members are also held jointly and severally liable for such amounts by Government Code Section 895.2, if a Member provides for such defense of itself or the Authority, or pays all or part of such judgment, the Member shall be entitled to reimbursement in full from the Authority, provided the Member obtains prior approval from the Authority. Such reimbursement shall be paid over such time as is necessary for the collection of the corresponding reasonable user surcharges.
- (d) If Members are held responsible by third parties for tort or other claims as a result of activities of the Authority, pursuant to Government Code Section 895.2 or state or federal laws applicable to Solid Waste management facilities, and the Authority has ceased to exist and its assets have been fully distributed or consumed, or the Authority has ceased to operate and has no unencumbered assets capable of generating enough revenue to defend against and pay for such claims, each Member shall be entitled to seek reimbursement from the other Member(s) for the costs of providing the defense against such tort claims or payment of any judgments lawfully imposed in connection therewith to the extent that the amounts paid by the Member exceed that proportion of the total cost which exceeds the ratio of the tonnage of Solid Waste generated within the jurisdiction of the Member, including self-hauled Solid Waste, and processed by the Transfer Facility in the Fiscal Year of the occurrence of the incident giving rise to liability to the total tonnage processed by the Transfer Facility during said Fiscal Year.
- (e) Obligations for capital expenditures at an approved Transfer Facility shall be included in the service fee for such facility such that only its users contribute toward its capital expenditures. However, all Members shall contribute a reasonable amount toward all of the Authority's costs of administration.

7.2 **Budget.** A budget for the Authority shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including, but not limited to, the acquisition or construction of a Transfer Facility and any other facility owned and/or operated by the Authority and related site improvements, administration, special projects, maintenance and operating costs. Approval of the budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds on hand, provided

that this shall not be construed to limit the power of the Board to modify the budget in whatever manner it deems appropriate and instruct the Executive Director accordingly.

**7.3 Rates.**

- (a) The Board shall establish rates to be charged at the Transfer Facility in amounts sufficient to provide for the efficient operation, including administrative, processing, transportation and disposal costs, to discharge all indebtedness and liabilities (including, without limitation, any Revenue Bonds issued in connection therewith) to insure against future liabilities and of the Members resulting from "generator" status under state and federal laws and regulations relating to landfills experiencing illegal discharges of hazardous substances to the extent that status pertains to Solid Waste generated at any time within the Service Area, and to pay as yet unfounded costs of closure as well as those costs of postclosure maintenance for the Landfill which exceed net revenues from gas recovery and other ongoing Landfill site enterprises, as liability for such costs accrues, and to accommodate the planning and implementation of activities incidental thereto.
- (b) The Authority shall provide at least thirty (30) days advance written notice to its Members of any intent to increase or decrease rates to be charged at the Transfer Facility. To the extent possible, the Authority shall coordinate the effective date of rate increases or decreases with the annual garbage collection rate setting processes of the Members and other public entities having Solid Waste franchising jurisdiction within the Service Area.

**7.4 Financial Audit.** There shall be an audit of the accounts and records at least annually as prescribed by Sections 6505 and 6505.5 of the Government Code. The audit shall conform to generally accepted auditing standards. There shall be an annual audit of the services provided, measuring satisfaction with internal and external services.

**7.5 Indemnity.** The Authority shall indemnify, defend and hold harmless the Members hereto, their officers, officials, employees and volunteers from and against all liability, loss, damage, expense costs (including without limitation costs and fees of litigation), of every nature arising out of the Authority, described herein, or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of a Member.

**7.6 Insurance**

- (a) The Authority shall maintain general liability insurance, environmental insurance coverage, vehicle insurance coverage and workers compensation relating to its ownership and operation of the Transfer Facilities and properties.
- (b) The Authority shall, directly or indirectly, maintain liability insurance or self-insurance

relating to its contractual obligations pursuant to this agreement, covering its management, operation and administration of the Transfer Facilities and shall indemnify, protect, defend and hold harmless all other agencies from claims and suits arising for the operations of the Transfer Facilities. The indemnity herein shall include federal and state statutes and environmental laws directly relating to the operations of the Facilities.

- (c) Each Member shall maintain appropriate insurance covering the collection and transport of Solid Waste and Designated Source Separated materials from its jurisdiction to the Transfer Facilities, and shall indemnify, protect, defend and hold harmless the Authority from any and all losses arising therefrom, including losses from violations of federal, state, and local laws.

**SECTION 8. BYLAWS, OFFICERS AND VOTING**

**8.1 Bylaws and Policies.** The Board, from time to time, may adopt bylaws and policies for the conduct of the Authority's affairs, provided that they are not inconsistent with this Agreement.

**8.2 Officers and Committees.** The Board may designate such officers and establish such committees as may be necessary or convenient to conduct the Authority's affairs, and is subject to provisions of the Ralph M. Brown Act (Sections 54950 et seq of the California Government Code) and other applicable laws of the State of California.

**8.3 Voting.**

- (a) Each Director shall have one vote on all matters presented to the Board for a vote.
- (b) Except as provided in Section 8.3(c), the vote of a majority of the Directors shall constitute the act of the Board.
- (c) A vote of seventy percent (70%) all of the Directors shall be necessary in order to approve any of the following:
  - (1) the construction budget for any Authority owned facility;
  - (2) the annual operating budget of the Authority in excess of debt service on Revenue Bonds
  - (3) the issuance, execution or delivery of Revenue Bonds;
  - (4) any change in a budget exceeding 10% of the total amount of that budget;
  - (5) any amendment to or the termination of this Agreement;

- (6) voting rules regarding the approval of contracts between the Authority and any one or more Members (it being understood that all such contracts must be approved pursuant to rules adopted in this manner);
- (7) the admission of an additional Member including by means of assignment; and
- (8) the purchase of a new Transfer Facility.

**8.4 Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business of the Board except that if there is less than a quorum present, any Director who is present or the Executive Director may adjourn any meeting.

**8.5 Disclosure of Closed Session Information.** Pursuant to Government Code section 54956.96, the Board hereby authorizes each Director of the Board to disclose information received by the Board in closed session only in accordance with this section:

- (a) To any alternate Director appointed to the Board by a Member who is attending a properly noticed meeting of the Authority in lieu of the Member's regularly appointed Director to the Board.
- (b) All information received by a Member's governing body in closed session related to information presented to the Authority in closed session shall be confidential. However, a Member's appointed Director or alternate to the Authority Board may disclose information obtained in closed session that has direct financial or liability implications for a Member to the following individuals:
  - (1) Legal counsel for the Member for purposes of obtaining advice on whether the matter has direct financial or liability implications for the Member; and
  - (2) Other officials in the Member's governing body present in a closed session of the Member agency.
- (c) Upon adoption of this provision, the governing body of a Member agency, upon advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the Authority pursuant to section 8.5.

**SECTION 9.            TERM**

This Agreement shall continue in full force and effect until amended pursuant to Section 12 or until dissolved pursuant to Section 11 of this Agreement. However, in no event shall the Authority be dissolved until all of the Authority's obligations and liabilities respecting all Revenue Bonds

are satisfied, discharged, or terminated or until the provisions of Section 11.2 are complied with.

**SECTION 10. WITHDRAWAL**

A participating Member may withdraw upon no less than one year prior written notice to the Authority Board. The withdrawing Member shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing Member shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however, such Member shall be entitled to participate in the return of surplus money and other surplus personal property upon the completion of the purpose of the Agreement according to the provisions of Section 11.

**SECTION 11. DISSOLUTION**

**11.1 Assets.**

- (a) Subject to the then-applicable requirements of the Government Code, upon dissolution of the Authority, the assets of the Authority remaining after payment of or adequate provision for all debts, liabilities and obligations of the Authority shall be divided among the Members in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of Solid Waste and Designated Source Separated Material(s), (inclusive of Solid Waste delivered by self-haulers) each Member caused to be delivered to the Transfer Facility.
- (b) To ensure that "adequate provision" is made for all debts, liabilities and obligations of the Authority upon dissolution, any assets remaining after satisfaction of all debts known to exist as of the time of dissolution shall be placed in a trust account with the Humboldt County Auditor to be held in trust until expiration of the period of postclosure maintenance for the Landfill required by state and federal law. If the assets are not liquid, such assets shall first be sold at public auction and the net proceeds placed in the trust fund. While held in trust, such assets and/or any interest earned thereon shall be disbursed only to pay debts of the Authority arising after dissolution in consequence of actions of the Authority prior to dissolution, or to pay for costs of postclosure maintenance of, or hazardous waste release remediation at the Landfill. Any such disbursement from this dissolution trust fund shall be made by the Humboldt County Auditor only with the unanimous consent of the governing bodies of those agencies which were Members at the time of dissolution, or by order of a court of competent jurisdiction. Upon expiration of the period of postclosure maintenance, any remaining funds shall be distributed in the manner set forth in (a).

**11.2 Revenue Bonds Or Other Instruments Of Indebtedness**

- (a) If any Revenue Bonds or other instruments of indebtedness are outstanding at the time of dissolution, the Members shall cause to be delivered to the Revenue Bond trustee(s):
  - (i) an opinion of nationally recognized bond counsel substantially to the effect that such dissolution will not cause the interest on the outstanding Revenue Bonds to be included in gross income for federal income tax purposes; and
  - (ii) evidence from each rating agency then rating the outstanding Revenue Bonds that such dissolution will not adversely affect the rating of such Revenue Bonds.
- (b) Approval of any request to dissolve shall not be unreasonably withheld; provided, however, that if any Revenue Bonds are outstanding at the time the request is made or acted upon, financial assurances are made by the Members that will assure continued payment of the Members' share of the outstanding indebtedness which is acceptable to the other Members, the Authority, and the Revenue Bond trustee(s) and their respective counsel. Approval of such financial assurances by an independent financial consultant selected by the Board shall be required.

**11.3 Effective.** No dissolution shall be effective unless and until the Authority and Members comply with any then-applicable requirements of the Government Code relating to changes in the composition of entities such as the Authority; and if and when they have Revenue Bonds issued by the Authority or other instruments of indebtedness outstanding, comply with all of the terms and conditions of all Revenue Bonds or other instruments of indebtedness and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

## **SECTION 12. AMENDMENTS**

This Agreement may be amended only after preliminary approval by no less than 70% of the Directors of the Authority Board, and thereafter by written instrument approved by no less than 70% of the governing boards of the Members. Any Amendment shall meet all requirements imposed by the terms or conditions of Revenue Bonds and related documentation, if any, including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

## **SECTION 13. FILING WITH THE SECRETARY OF STATE**

The Executive Director shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051, as such may be amended from time to

time.

**SECTION 14.           NOTICES**

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal or electronic mail delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given to the other Members in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the Authority and the Members, notice shall be delivered to the respective City Manager and County Administrative Officer.

**SECTION 15.           SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California and then only when approved in accordance with this Agreement. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of the Government Code relating to changes in the composition of entities such as the Authority and, if and when they have Revenue Bonds outstanding, in compliance with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

**SECTION 16.           SEVERABILITY**

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall be not be affected.

**SECTION 17.           SECTION HEADINGS**

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 18.           ARBITRATION**

All disputes that arise in connection with the interpretation or performance of this Agreement shall

be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the Authority, all Members and all former Members involved or affected by the dispute. The Authority, any Member and any former Member that is party to the dispute may enforce any award, order or judgement of the arbitrator in any court of competent jurisdiction.

**SECTION 19.**            **LAW TO GOVERN**

It is understood and agreed by the parties that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

**SECTION 20.**            **ENTIRETY**

The Members agree that this Agreement represents the full and entire agreement between the MEMBERS hereto with respect to matters covered herein. This Agreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Members hereto with respect to such subject matter.

**SECTION 21.**            **WAIVER**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 22.**            **EFFECTIVE DATE**

This Amended and Restated Joint Powers Agreement shall become effective at the time 70% of the Members' governing boards have duly approved this Amended and Restated Joint Powers Agreement.

**IN WITNESS WHEREOF**, the Members of the Humboldt Waste Management Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

SIGNATURES APPEAR ON FOLLOWING PAGES



**HUMBOLDT WASTE MANAGEMENT  
AUTHORITY**

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

~~(Adopted November 17, 1999,  
Amended April 8, 2002  
, Amended July 12, 2012  
, Amended November 10, 2016)~~  
Amended and Restated [date] 2023

**HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

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**AMENDED AND RESTATED**  
**HUMBOLDT WASTE MANAGEMENT AUTHORITY**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
(Adopted November 17, 1999  
Amended April 8, 2002  
Amended June 14, 2002  
Amended November 10, 2016)

**SECTION 1. DEFINITIONS**

The terms defined in this Section that are capitalized in this AGREEMENT have the following meanings:

**Amended and Restated [date] 2023**

This Amended and Restated Joint Powers Agreement of the Humboldt Waste Management Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, and November 10, 2016. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 2023.

**RECITALS**

WHEREAS, the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt in 1999, entered into a Joint Powers Agreement to form the Humboldt Waste Management Authority for purposes of providing coordinated solid waste management services for the member agencies and their communities; and

WHEREAS, the Authority seeks to amend the Joint Powers Agreement to incorporate powers required to implement new state mandated waste diversion and material management requirements;

WHEREAS, the Authority believes it would be desirable and convenient to restate the Joint Powers Agreement in its entirety, including previous amendments, and amend said Joint Powers Agreement as recited herein.

NOW, THEREFORE, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

**AGREEMENT**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following terms have the respective definitions as set forth

below:

"ACT" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"AGREEMENT" means this joint exercise of powers agreement, ~~as it may be amended~~first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, November 10, 2016, and on the effective date stated above, and as it may be amended in the future from time to time.

"AUTHORITY" means the ~~HUMBOLDT WASTE MANAGEMENT AUTHORITY~~Humboldt Waste Management Authority a joint exercise of powers authority created by the ~~MEMBERS~~Members pursuant to this ~~AGREEMENT~~Agreement.

"BOARD" means the ~~BOARD~~Board of ~~DIRECTORS~~Directors of the ~~AUTHORITY~~The Authority.

~~"BONDS" shall have the meaning ascribed to such term in the INDENTURE.~~

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767)-, as amended; 42 U.S.C. § 9601 et seq.

"DESIGNATED SOURCE SEPARATED MATERIAL(S)" means Source Separated Material(s) over which a Member has obtained Flow Control and directs its franchised or contracted collection hauler to deliver to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production, or disposal, as required by the Authority Directors.

"DIRECTOR" means the representative appointee of a ~~MEMBER~~Member to the ~~BOARD~~Board.

"EXECUTIVE ADVISORY COMMITTEE" means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees.

"EXECUTIVE DIRECTOR" means the person appointed by the ~~BOARD~~Board as the ~~AUTHORITY'S~~Authority's administrative officer to manage the affairs of the ~~AUTHORITY~~Authority and to implement the policies of the ~~BOARD~~Board.

~~"FINANCIAL ASSURANCES" means financial assurances by a MEMBER or MEMBERS with respect to FINANCIAL OBLIGATIONS of the AUTHORITY which is acceptable to the other MEMBERS, the AUTHORITY, any REVENUE BOND trustee(s), and any insurer or guarantor of such FINANCIAL OBLIGATIONS and their respective counsel that will assure continued payment of the MEMBERS' share of the outstanding~~

~~indebtedness. Approval of such financial assurances by an independent financial consultant selected by the BOARD shall be required.~~

~~“FINANCIAL OBLIGATIONS” means INDENTURE OBLIGATIONS, REVENUE BONDS” means Indenture Obligations, Revenue Bonds and any other financial obligations or liabilities incurred by the AUTHORITY Authority.~~

"FISCAL YEAR" means the period commencing on each July 1 and ending on the following June 30.

“FLOW CONTROL” means a system by which a Member, through ordinance, regulation or other official directive, compels its franchised or contracted collection hauler(s) to transport municipal solid waste, recyclables, or other Source Separated Material(s) from the place material is generated to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production or disposal.

~~“INDENTURE” means the Indenture of Trust dated as of April 1, 2002 between the AUTHORITY and BNY Western Trust Company, as such Indenture may be amended and supplemented from time to time (the “Indenture”) and any other similar indentures securing indenture that secures a financial obligations obligation of the AUTHORITY Authority with revenues of the AUTHORITY Authority.~~

~~“INDENTURE OBLIGATIONS” means BONDS and PARITY OBLIGATIONS bonds, parity obligations and similar instruments, including any Revenue Bonds, which shall constitute REVENUE BONDS under the terms of this AGREEMENT evidence obligations of the Authority arising under and in respect of any Indenture.~~

"GOVERNMENT CODE" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

“HOUSEHOLD HAZARDOUS WASTE” means those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, as defined in the California Public Resources Code § 40141.

"LANDFILL" means the Cummings Road ~~Sanitary~~ Landfill located at 5755 Cummings Road, Eureka, CA 95501.

"MEMBER" or “MEMBERS” means the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, the County of Humboldt, or any city located wholly or partly within Humboldt County which has joined the ~~AUTHORITY Authority pursuant to Section 2.2 and has not subsequently withdrawn.~~

~~"MEMBERS" means the governing bodies of such entities collectively.~~

**"OUTSTANDING"** as of any particular date means (a) with respect to ~~INDENTURE OBLIGATIONS~~Indenture Obligations, the term shall have the meaning ascribed to it in the ~~INDENTURE~~Indenture, (b) with respect to ~~REVENUE BONDS~~Revenue Bonds, means ~~REVENUE BONDS~~Revenue Bonds issued but not yet defeased or redeemed, and (c) with respect to other financial obligations and liabilities of the ~~AUTHORITY~~Authority, means those other financial obligations and liabilities which have been incurred but not yet paid in accordance with their terms.

~~"PARITY OBLIGATIONS" shall have the meaning ascribed to such term in the INDENTURE."~~

**"PLEDGE OF REVENUES"** means a financial assurance mechanism as defined in 27 California Code of Regulations section 22200(jj) by which the ~~AUTHORITY~~Authority promises to make specified, identified future revenues of facilities under its ratemaking control available to pay future postclosure maintenance costs of a solid waste facility.

**"REVENUE BONDS"** means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the ~~AUTHORITY~~Authority from time to time pursuant to the ~~GOVERNMENT CODE~~Government Code or any other applicable law in order to finance any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, and/or operated by the AUTHORITYAuthority, and/or any financial aspects of closed ~~LANDFILL~~Landfill maintenance.

**"SERVICE AREA"** means those areas under the jurisdiction of ~~MEMBERS~~Members from which the ~~AUTHORITY~~Authority receives ~~SOLID WASTE~~Solid Waste for processing, transportation, and disposal. If and when any additional cities join the ~~AUTHORITY~~Authority pursuant to Section 2.2., the ~~SERVICE AREA~~Service Area shall also include all areas within the joining City or Cities.

**"SOLID WASTE"** means the type of wastes commonly collected by ~~MEMBERS~~Members' franchised ~~SOLID WASTE~~Solid Waste collectors including putrescible and nonputrescible solid, semisolid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewater, treated or chemically fixed sewage sludge which is not hazardous wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. ~~SOLID WASTE~~Solid Waste does not include source separated 1) hazardous wastes as defined in California Public Resources Code § 40141 or by federal law or regulation, 2) radioactive waste as defined and regulated, or 3) medical waste as defined and regulated, or 4) those Source Separated recyclable or compostable materials intended for collection as part of a ~~MEMBER~~Member's collection and/or recycling, reuse, reprocessing



franchise. ~~SOLID WASTE~~ does not include any wastes defined as "hazardous wastes" under federal or state laws or regulations.

"SOURCE SEPARATED MATERIAL(S)" means materials collected by a Member's franchised or contracted collection hauler that is separated, placed into a container by the generator and specifically intended for separate collection (e.g., curbside collected recyclables, and compostable materials).

"TRANSFER FACILITY" means a ~~SOLID WASTE~~any facility, including any plant, site, existing or planned, owned, leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Transfer Facility accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, and for the receiving, processing, disposal, recycling and transportation of ~~SOLID WASTE~~Solid Waste and the recovery of materials from such ~~SOLID WASTES~~, which facility ~~Solid Waste and Designated Source Separated Material(s)~~, that is owned by the ~~AUTHORITY~~Authority, by a ~~MEMBER~~Member, or by a private entity, but in all events is available for use by the ~~AUTHORITY~~Authority or its ~~MEMBERS~~Members, such that the ~~waste~~material is handled by the ~~AUTHORITY'S~~Authority's transport, processing and disposal system.

~~These approved facilities are set forth on Exhibit A attached hereto.~~

## SECTION 2. FORMATION, MEMBERSHIP

2.1 ~~HUMBOLDT WASTE MANAGEMENT AUTHORITY.~~Humboldt Waste Management Authority. Pursuant to the ~~GOVERNMENT CODE~~Government Code, the ~~MEMBERS~~Members do hereby create, form and establish the ~~AUTHORITY~~Authority, a public entity to be known as the "~~HUMBOLDT WASTE MANAGEMENT AUTHORITY~~Humboldt Waste Management Authority", it being understood that the ~~BOARD~~Board shall be entitled to change the ~~AUTHORITY'S~~Authority's name from time to time if it so chooses. The ~~AUTHORITY~~Authority shall be a public entity separate and distinct from each of the ~~MEMBERS~~Members.

2.2 Member Additions. Any city or county in Humboldt County may apply to join the ~~AUTHORITY~~Authority as a Member. The prospective Member's application must be received by the Authority no later than January 1 for potential membership beginning with the following Authority Fiscal Year. Membership will be granted only upon the approval of at least 70% of the then-existing MEMBERS. ~~Directors.~~ Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected by the jurisdiction (if such jurisdiction provides collection services directly to its constituents) to ~~the TRANSFER FACILITY~~a Transfer Facility for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the

~~AUTHORITY~~Authority, which direct its franchised or contracted collection hauler(s) to deliver all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected under such franchise(s) or contract(s) to ~~the TRANSFER FACILITY~~a Transfer Facility for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the ~~AUTHORITY~~Authority for the delivery of ~~SOLID WASTE~~Solid Waste to the ~~TRANSFER FACILITY~~Transfer Facility. Additionally, new Members will be assessed a prorated share of assets and liabilities held by the Authority such as the undesignated reserve fund and any existing Indenture Obligations.

- 2.3 ~~AUTHORITY~~Qualifications-Flow Control. It is hereby understood that the intent of the ~~AUTHORITY~~Authority is to require all present and future ~~MEMBERS~~Members to covenant to take all actions possible to direct ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) to ~~the TRANSFER FACILITY~~a Transfer Facility and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the ~~MEMBER~~Member with the right to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected under any franchise collection agreement to ~~the TRANSFER FACILITY~~a Transfer Facility as specified by the Authority Directors.

### SECTION 3. PURPOSE

- 3.1 **General.** The ~~AUTHORITY~~Authority is formed to provide ~~economic~~the economic coordination of ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) management services and to efficiently and fairly assure against potential adverse effects of past ~~SOLID WASTE~~Solid Waste management services within the ~~SERVICE AREA~~Service Area. This Agreement is entered into by the ~~MEMBERS~~Members in order: 1) that they shall jointly request proposals and contract for ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) processing and disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, ~~transfer facilities~~Transfer Facilities and equipment, materials recovery facilities, waste to energy facilities, and/or ~~solid waste~~Solid Waste landfills; B) preparing ~~and implementing an Integrated Waste Management Plan and other of~~ planning documents which meet the requirements of the ~~ACT~~Act and other state law and regulation; C) disposal ~~of waste, transfer, or processing of materials~~ generated in the incorporated and unincorporated area of the County; and ~~the granting of franchises for waste hauling, as may be agreed to in writing and signed by any or all MEMBERS~~; D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and construction/demolition wastes) and recycling market development.
- 3.2 ~~TRANSFER FACILITY~~Transfer Facility. The general purpose may include, but is not limited to, the purpose of providing ~~economic~~the economic coordination of ~~SOLID~~

~~WASTE~~ processing, transfer and disposal services ~~of SOLID WASTE~~ for Solid Waste and Designated Source Separated Material(s) generated within the ~~SERVICE AREA~~ Service Area, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of a ~~TRANSFER FACILITY~~ Transfer Facilities.

3.3 **Landfill Closure and Maintenance.** The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed ~~LANDFILL~~ Landfill serving part or all of the ~~SERVICE AREA~~ Service Area for the general purpose of protecting the health and safety of the public within the ~~SERVICE AREA~~ Service Area and the specific purpose of protecting the general funds of the ~~MEMBERS~~ Members against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the ~~AUTHORITY~~ Authority may include ownership and/or management of the ~~LANDFILL~~ Landfill during the final stages of the ~~LANDFILL's~~ Landfill's active life, during closure, and thereafter if such is deemed essential, in the discretion of the ~~BOARD OF DIRECTORS~~ Board of Directors, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.

3.4 **Common and Additional Powers.** The ~~AUTHORITY's~~ Authority's purpose also includes the establishment of the ~~AUTHORITY~~ Authority as an independent joint powers entity to enable the ~~MEMBERS~~ Members to jointly exercise the common powers of the ~~MEMBERS~~ Members set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the ~~GOVERNMENT CODE~~ Government Code upon all joint powers authorities.

## **SECTION 4. ORGANIZATION**

4.1 **Composition.** The ~~AUTHORITY~~ Authority shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the ~~SERVICE AREA~~ Service Area which has joined pursuant to Section 2.2 ~~and not subsequently withdrawn~~, and the County of Humboldt.

4.2 **Principal Office.** The principal office of the AUTHORITY shall be established by the ~~BOARD~~ Board. The ~~BOARD~~ Board may change that principal office upon giving at least 15 days written notice to each ~~MEMBER~~ Member.

4.3 **BOARD** ~~Board~~ The ~~AUTHORITY~~ Authority shall be governed by the ~~BOARD~~ of ~~DIRECTORS~~ Board Of Directors, which shall exercise or oversee the exercise of all powers and authority on behalf of the ~~AUTHORITY~~ Authority. The ~~AUTHORITY~~ Authority Board of ~~DIRECTORS~~ Directors shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal

year, the ~~BOARD~~Board shall appoint new officers. The appointment of the chairperson shall rotate among the ~~MEMBERS~~Members of the ~~AUTHORITY~~Authority.

4.4 ~~DIRECTORS~~Directors.

- (a) The ~~BOARD~~Board shall consist of the same number of ~~DIRECTORS~~Directors as the number of ~~MEMBERS~~Members. Each ~~MEMBER~~Member shall appoint one ~~DIRECTOR~~Director. Upon execution of this ~~AGREEMENT~~Agreement by a ~~MEMBER~~Member, the ~~MEMBER~~Member shall appoint its representative to the ~~BOARD~~Board and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed ~~DIRECTOR~~Director. Thereafter, vacancies shall be filled by the appointing ~~MEMBER~~Member within thirty (30) days of the occurrence thereof. Each ~~DIRECTOR~~Director and alternate shall be an elected official of the governing body of the ~~MEMBER~~Member that he or she represents. If a ~~DIRECTOR~~Director or alternate ceases holding any such elected position, he or she shall then cease to serve as a ~~DIRECTOR~~Director or alternate. The ~~AUTHORITY~~Authority and the ~~BOARD~~Board shall be entitled to rely on a written notice from the City Clerk (in the case of city ~~MEMBERS~~Members) and the Clerk of the Board of Supervisors (in the case of county ~~MEMBERS~~Members) as conclusive evidence of the appointment and removal of the ~~DIRECTORS~~Directors and/or alternates representing that ~~MEMBER~~Member.
- (b) Each ~~DIRECTOR~~Director and alternate shall hold office from the first meeting of the ~~BOARD~~Board after appointment by the ~~MEMBER~~Member, until his or her successor is selected by the ~~MEMBER~~Member that appointed that ~~DIRECTOR~~Director. Each ~~DIRECTOR~~Director and alternate shall serve at the pleasure of the ~~MEMBER~~Member that he or she represents and may be removed at any time, without cause, at the sole discretion of that ~~MEMBER~~Member.
- (c) No compensation shall be received by any ~~DIRECTOR~~Director or alternate unless expressly provided by resolution of the ~~BOARD~~Board.

4.5 ~~EXECUTIVE ADVISORY COMMITTEE~~ Executive Advisory Committee. There is hereby created an ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee which shall consist of the ~~MEMBER~~Member City and County Managers, or their appointees or designees, to advise the ~~EXECUTIVE DIRECTOR~~Executive Director as specified below:

- a) Review and recommend an operating and capital budget, and review and comment on ~~AUTHORITY~~Authority goals and objectives.
- b) Provide assistance to the ~~BOARD~~Board as requested in the recruitment and selection for the ~~AUTHORITY'S EXECUTIVE DIRECTOR~~Authority's Executive Director.

The ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall meet as necessary, but not less than ~~ANNUALLY, annually,~~ and as necessary as called by the Chairperson. The ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall appoint a ~~chairperson~~Chairperson and a ~~vice chairperson~~Vice Chairperson. Thereafter at its first meeting in each succeeding ~~fiscal year~~Fiscal Year, the ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall appoint new officers. The appointment of the ~~chairperson~~Chairperson shall rotate among the ~~MEMBERS~~Members of the ~~AUTHORITY~~Authority. A majority of all members of the ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall be present to conduct business of ~~the EXECUTIVE COMMITTEE~~the Executive Committee. The decision of the majority of the ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee shall constitute the acts of the Committee.

- 4.6 ~~TECHNICAL AND ADVISORY COMMITTEES~~Technical Advisory Committee. The existing ~~county/city~~County/City Integrated Waste Management staff comprised of Authority Members is designated to provide technical information for, make recommendations to, and otherwise advise, the ~~AUTHORITY~~Authority on relevant waste management issues.

## SECTION 5. PERSONNEL AND ADMINISTRATION

- 5.1 Employees. The ~~AUTHORITY~~Authority may have its own employees and/or may contract with a ~~MEMBER~~Member agency or firm for the furnishing of any necessary staff services associated with or required by the ~~AUTHORITY~~Authority. All employees shall report to the Executive Director.
- 5.2 ~~EXECUTIVE DIRECTOR~~Executive Director. The Executive Director shall have all administrative powers necessary to implement Board direction, including purchasing, personnel, and finance powers. The Executive Director shall prepare an annual budget and annual rate schedule for the Board's consideration.

## SECTION 6. POWERS

- 6.1 FACILITIES. The ~~AUTHORITY~~Authority is empowered to acquire, construct, finance, refinance, operate, regulate, set rates for and maintain a ~~TRANSFER FACILITY~~Transfer Facilities subject, however, to the conditions and restrictions contained in this ~~AGREEMENT~~Agreement. To ensure safe closure and postclosure maintenance of the ~~LANDFILL~~Landfill, the ~~AUTHORITY~~Authority is empowered to acquire, operate, regulate, set rates for, close and provide postclosure maintenance for the ~~LANDFILL~~Landfill and all facilities and properties related thereto in the manner required by law. ~~To finance such closure and postclosure maintenance, the AUTHORITY is~~

~~empowered to sell any unnecessary property and to operate, directly or through lessees, gas recovery operations and, to the extent compatible with postclosure maintenance, open-space recreational enterprises on the LANDFILL property and any type of enterprise on the related quarry property, if such are acquired by the AUTHORITY.~~

6.2 **Approved Powers.** To the full extent permitted by applicable law (including specifically the ~~ACT~~Act and the ~~GOVERNMENT CODE~~Government Code), the ~~AUTHORITY~~Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the ~~ACT~~Act or that each ~~MEMBER~~Member could exercise separately including, without limitation, any and all of the following:

- (a) to sue and be sued in its own name;
- (b) to incur and discharge debts, liabilities and obligations;
- (c) to issue ~~REVENUE BONDS, from time to time,~~Revenue Bonds, notes, certificates of participation and incur other forms of indebtedness and make associated covenants from time to time, for designated purposes in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the ~~TRANSFER FACILITY~~Transfer Facility and/or related facilities;
- (d) to exercise the power of eminent domain for the acquisition of real and personal property for ~~the TRANSFER FACILITY~~a Transfer Facility and access thereto or for the acquisition of ~~the TRANSFER FACILITY~~a Transfer Facility itself;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to ~~sell or lease the TRANSFER FACILITY, the LANDFILL property, or the related LANDFILL cover quarry property, if such are acquired by the AUTHORITY;~~
- ~~(g)~~ to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the TRANSFER FACILITYa Transfer Facility, any other SOLID WASTEfacility owned or operated by the AUTHORITYAuthority, and any other enterprise which the AUTHORITYAuthority is empowered by this Agreement to conduct, as well as any and all services and programs provided and/or implemented by the AUTHORITYAuthority, and to include in such rates and charges amounts necessary to carry out those purposes described in Section 3 of this AGREEMENTAgreement;
- ~~(h)~~(g) to require the ~~MEMBERS~~Members to use all best efforts to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) generated within the ~~MEMBERS'~~Members' boundaries that are located within the ~~SERVICE~~

~~AREA~~ Service Area to the ~~TRANSFER FACILITY~~ Authority-specified Transfer Facility. To the extent legally permissible, ~~MEMBERS~~ Members shall ~~direct~~:

(1) ~~Direct~~ all ~~SOLID WASTE~~ Solid Waste collected by ~~MEMBERS'~~ Members' franchised garbage collectors to the ~~TRANSFER FACILITY~~ Transfer Facility. ~~MEMBER~~ Members shall also direct all other ~~SOLID WASTE~~ Solid Waste generated by ~~MEMBERS~~ Members to the ~~TRANSFER FACILITY~~ Transfer Facility; provided, however, this subsection shall not apply to recyclables nor to ~~SOLID WASTE~~ Solid Waste generated by ~~MEMBERS~~ Members outside the ~~SERVICE AREA~~ Service Area; and

(2) ~~(i)~~ Obtain and maintain Flow Control over Designated Source Separated Material(s);

- (h) to require ~~MEMBERS~~ Members to amend or revise any franchise collection agreement(s) at the earliest possible date, which shall not be later than the first renewal or extension date or the date of any amendment to such franchise agreement, to provide the ~~MEMBER~~ Member with the right to direct all ~~waste~~ Solid Waste and Designated Source Separated Material(s) collected by the franchised hauler(s) to the ~~TRANSFER FACILITY~~ a Transfer Facility. Any ~~MEMBER~~ Member currently not having the right to direct ~~SOLID WASTE~~ such materials under its franchise agreement(s) shall covenant to make such amendment in order to join the ~~AUTHORITY~~ Authority;
- ~~(j)~~ to enforce the provisions of MEMBERS' garbage collection agreements that require that all SOLID WASTE collected be delivered to the TRANSFER FACILITY;
- ~~(k)~~ to (i) to contract for the processing, transportation and/or disposal of SOLID WASTE Solid Waste and Designated Source Separated Material(s) delivered to the TRANSFER FACILITY a Transfer Facility;
- (l) to make and enter into contracts, including contracts with any ~~MEMBER~~ Member or non-~~MEMBER~~ member entity, and to assume contracts made by any ~~MEMBER~~ Member relating to the ~~TRANSFER FACILITY~~ Transfer Facility;
- (m) to reimburse the ~~MEMBERS~~ Members for the costs of services provided to the ~~AUTHORITY~~ Authority;
- (n) to hire agents and employees;
- (o) to employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (p) to apply for and accept grants, advances and contributions;

**HUMBOLDT WASTE MANAGEMENT AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

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**AMENDED AND RESTATED**  
**HUMBOLDT WASTE MANAGEMENT AUTHORITY**  
**JOINT EXERCISE OF POWERS AGREEMENT**  
(Adopted November 17, 1999  
Amended April 8, 2002  
Amended June 14, 2002  
Amended November 10, 2016)

**SECTION 1. DEFINITIONS**

~~The terms defined in this Section that are capitalized in this AGREEMENT have the following meanings:~~

**Amended and Restated [date] 2023**

This Amended and Restated Joint Powers Agreement of the Humboldt Waste Management Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, and November 10, 2016. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 2023.

**RECITALS**

WHEREAS, the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt in 1999, entered into a Joint Powers Agreement to form the Humboldt Waste Management Authority for purposes of providing coordinated solid waste management services for the member agencies and their communities; and

WHEREAS, the Authority seeks to amend the Joint Powers Agreement to incorporate powers required to implement new state mandated waste diversion and material management requirements;

WHEREAS, the Authority believes it would be desirable and convenient to restate the Joint Powers Agreement in its entirety, including previous amendments, and amend said Joint Powers Agreement as recited herein.

NOW, THEREFORE, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members.” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

**AGREEMENT**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following terms have the respective definitions as set forth

below:

"ACT" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"AGREEMENT" means this joint exercise of powers agreement, ~~as it may be amended~~first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, November 10, 2016, and on the effective date stated above, and as it may be amended in the future from time to time.

"AUTHORITY" means the ~~HUMBOLDT WASTE MANAGEMENT AUTHORITY~~Humboldt Waste Management Authority a joint exercise of powers authority created by the ~~MEMBERS~~Members pursuant to this ~~AGREEMENT~~Agreement.

"BOARD" means the ~~BOARD~~Board of ~~DIRECTORS~~Directors of the ~~AUTHORITY~~The Authority.

~~"BONDS" shall have the meaning ascribed to such term in the INDENTURE.~~

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767)-, as amended; 42 U.S.C. § 9601 et seq.

"DESIGNATED SOURCE SEPARATED MATERIAL(S)" means Source Separated Material(s) over which a Member has obtained Flow Control and directs its franchised or contracted collection hauler to deliver to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production, or disposal, as required by the Authority Directors.

"DIRECTOR" means the representative appointee of a ~~MEMBER~~Member to the ~~BOARD~~Board.

"EXECUTIVE ADVISORY COMMITTEE" means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees.

"EXECUTIVE DIRECTOR" means the person appointed by the ~~BOARD~~Board as the ~~AUTHORITY'S~~Authority's administrative officer to manage the affairs of the ~~AUTHORITY~~Authority and to implement the policies of the ~~BOARD~~Board.

~~"FINANCIAL ASSURANCES" means financial assurances by a MEMBER or MEMBERS with respect to FINANCIAL OBLIGATIONS of the AUTHORITY which is acceptable to the other MEMBERS, the AUTHORITY, any REVENUE BOND trustee(s), and any insurer or guarantor of such FINANCIAL OBLIGATIONS and their respective counsel that will assure continued payment of the MEMBERS' share of the outstanding~~

~~indebtedness. Approval of such financial assurances by an independent financial consultant selected by the BOARD shall be required.~~

~~“FINANCIAL OBLIGATIONS” means INDENTURE OBLIGATIONS, REVENUE BONDS” means Indenture Obligations, Revenue Bonds and any other financial obligations or liabilities incurred by the AUTHORITY Authority.~~

"FISCAL YEAR" means the period commencing on each July 1 and ending on the following June 30.

“FLOW CONTROL” means a system by which a Member, through ordinance, regulation or other official directive, compels its franchised or contracted collection hauler(s) to transport municipal solid waste, recyclables, or other Source Separated Material(s) from the place material is generated to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production or disposal.

~~“INDENTURE” means the Indenture of Trust dated as of April 1, 2002 between the AUTHORITY and BNY Western Trust Company, as such Indenture may be amended and supplemented from time to time (the “Indenture”) and any other similar indentures securing indenture that secures a financial obligations obligation of the AUTHORITY Authority with revenues of the AUTHORITY Authority.~~

~~“INDENTURE OBLIGATIONS” means BONDS and PARITY OBLIGATIONS bonds, parity obligations and similar instruments, including any Revenue Bonds, which shall constitute REVENUE BONDS under the terms of this AGREEMENT evidence obligations of the Authority arising under and in respect of any Indenture.~~

"GOVERNMENT CODE" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

“HOUSEHOLD HAZARDOUS WASTE” means those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, as defined in the California Public Resources Code § 40141.

"LANDFILL" means the Cummings Road Sanitary Landfill located at 5755 Cummings Road, Eureka, CA 95501.

"MEMBER" or “MEMBERS” means the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, the County of Humboldt, or any city located wholly or partly within Humboldt County which has joined the AUTHORITY Authority pursuant to Section 2.2 ~~and has not subsequently withdrawn.~~

~~"MEMBERS" means the governing bodies of such entities collectively.~~

**"OUTSTANDING"** as of any particular date means (a) with respect to ~~INDENTURE OBLIGATIONS~~Indenture Obligations, the term shall have the meaning ascribed to it in the ~~INDENTURE~~Indenture, (b) with respect to ~~REVENUE BONDS~~Revenue Bonds, means ~~REVENUE BONDS~~Revenue Bonds issued but not yet defeased or redeemed, and (c) with respect to other financial obligations and liabilities of the ~~AUTHORITY~~Authority, means those other financial obligations and liabilities which have been incurred but not yet paid in accordance with their terms.

~~"PARITY OBLIGATIONS" shall have the meaning ascribed to such term in the INDENTURE."~~

**"PLEDGE OF REVENUES"** means a financial assurance mechanism as defined in 27 California Code of Regulations section 22200(jj) by which the ~~AUTHORITY~~Authority promises to make specified, identified future revenues of facilities under its ratemaking control available to pay future postclosure maintenance costs of a solid waste facility.

**"REVENUE BONDS"** means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the ~~AUTHORITY~~Authority from time to time pursuant to the ~~GOVERNMENT CODE~~Government Code or any other applicable law in order to finance any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, and/or operated by the ~~AUTHORITY~~Authority, and/or any financial aspects of closed ~~LANDFILL~~Landfill maintenance.

**"SERVICE AREA"** means those areas under the jurisdiction of ~~MEMBERS~~Members from which the ~~AUTHORITY~~Authority receives ~~SOLID WASTE~~Solid Waste for processing, transportation, and disposal. If and when any additional cities join the ~~AUTHORITY~~Authority pursuant to Section 2.2., the ~~SERVICE AREA~~Service Area shall also include all areas within the joining City or Cities.

**"SOLID WASTE"** means the type of wastes commonly collected by ~~MEMBERS~~Members' franchised ~~SOLID WASTE~~Solid Waste collectors including putrescible and nonputrescible solid, semisolid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewater, treated or chemically fixed sewage sludge which is not hazardous wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. ~~SOLID WASTE~~Solid Waste does not include source separated 1) hazardous wastes as defined in California Public Resources Code § 40141 or by federal law or regulation, 2) radioactive waste as defined and regulated, or 3) medical waste as defined and regulated, or 4) those Source Separated recyclable or compostable materials intended for collection as part of a ~~MEMBER'S~~Member's collection and/or recycling, reuse, reprocessing

franchise. ~~SOLID WASTE does not include any wastes defined as "hazardous wastes" under federal or state laws or regulations.~~

"SOURCE SEPARATED MATERIAL(S)" means materials collected by a Member's franchised or contracted collection hauler that is separated, placed into a container by the generator and specifically intended for separate collection (e.g., curbside collected recyclables, and compostable materials).

"TRANSFER FACILITY" means a ~~SOLID WASTE~~any facility, including ~~any~~plant, site, existing or planned, owned, leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Transfer Facility accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, and for the receiving, processing, disposal, recycling and transportation of ~~SOLID WASTE~~Solid Waste and the recovery of materials from ~~such SOLID WASTES, which facility-Solid Waste and Designated Source Separated Material(s), that is owned by the~~ AUTHORITYAuthority, by a MEMBERMember, or by a private entity, but in all events is available for use by the AUTHORITYAuthority or its MEMBERSMembers, such that the ~~waste~~material is handled by the AUTHORITY'SAuthority's transport, processing and disposal system.

~~Those approved facilities are set forth on Exhibit A attached hereto.~~

## SECTION 2. FORMATION, MEMBERSHIP

- 2.1 ~~HUMBOLDT WASTE MANAGEMENT AUTHORITY.~~Humboldt Waste Management Authority. Pursuant to the ~~GOVERNMENT CODE~~Government Code, the ~~MEMBERS~~Members do hereby create, form and establish the ~~AUTHORITY~~Authority, a public entity to be known as the "HUMBOLDT WASTE MANAGEMENT AUTHORITYHumboldt Waste Management Authority", it being understood that the ~~BOARD~~Board shall be entitled to change the ~~AUTHORITY'S~~Authority's name from time to time if it so chooses. The ~~AUTHORITY~~Authority shall be a public entity separate and distinct from each of the ~~MEMBERS~~Members.
- 2.2 Member Additions. Any city or county in Humboldt County may apply to join the AUTHORITY, Authority as a Member. The prospective Member's application must be received by the Authority no later than January 1 for potential membership beginning with the following Authority Fiscal Year. Membership will be granted only upon the approval of at least 70% of the then-existing MEMBERS. ~~Directors.~~ Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected by the jurisdiction (if such jurisdiction provides collection services directly to it constituents) to ~~the TRANSFER FACILITY~~a Transfer Facility for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the

~~AUTHORITY~~Authority, which direct its franchised ~~or contracted~~ collection hauler(s) to deliver all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected under such franchise(s) ~~or contract(s)~~ to ~~the TRANSFER FACILITY~~a Transfer Facility for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the ~~AUTHORITY~~for the delivery of ~~SOLID WASTE~~ to the ~~TRANSFER FACILITY~~Authority for the delivery of Solid Waste to the Transfer Facility. Additionally, new Members will be assessed a prorated share of assets and liabilities held by the Authority such as the undesignated reserve fund and any existing Indenture Obligations.

- 2.3 ~~AUTHORITY~~Qualifications~~Flow Control~~. It is hereby understood that the intent of the ~~AUTHORITY~~Authority is to require all present and future ~~MEMBERS~~Members to covenant to take all actions possible to direct ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) to ~~the TRANSFER FACILITY~~a Transfer Facility and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the ~~MEMBER~~Member with the right to direct all ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) collected under any franchise collection agreement to ~~the TRANSFER FACILITY~~a Transfer Facility as specified by the Authority Directors.

### SECTION 3. PURPOSE

- 3.1 **General.** The ~~AUTHORITY~~Authority is formed to provide ~~economic~~the economic coordination of ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) management services and to efficiently and fairly assure against potential adverse effects of past ~~SOLID WASTE~~Solid Waste management services within the ~~SERVICE AREA~~Service Area. This Agreement is entered into by the ~~MEMBERS~~Members in order: 1) that they shall jointly request proposals and contract for ~~SOLID WASTE~~Solid Waste and Designated Source Separated Material(s) processing and disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, ~~transfer facilities~~Transfer Facilities and equipment, materials recovery facilities, waste to energy facilities, and/or ~~solid waste~~Solid Waste landfills; B) preparing and implementing an Integrated Waste Management Plan and other of planning documents which meet the requirements of the ~~ACT~~Act and other state law and regulation; C) disposal ~~of waste, transfer, or processing of materials~~ generated in the incorporated and unincorporated area of the County; and the granting of franchises for waste hauling, as may be agreed to in writing and signed by any or all MEMBERS; D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and construction/demolition wastes) and recycling market development.
- 3.2 ~~TRANSFER FACILITY~~Transfer Facility. The general purpose **may** include, but is not limited to, the purpose of providing ~~economic~~the economic coordination of ~~SOLID~~



~~WASTE~~ processing, transfer and disposal services ~~of SOLID WASTE~~ for Solid Waste and Designated Source Separated Material(s) generated within the ~~SERVICE AREA~~ Service Area, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of a ~~TRANSFER FACILITY~~ Transfer Facilities.

3.3 **Landfill Closure and Maintenance.** The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed ~~LANDFILL~~ Landfill serving part or all of the ~~SERVICE AREA~~ Service Area for the general purpose of protecting the health and safety of the public within the ~~SERVICE AREA~~ Service Area and the specific purpose of protecting the general funds of the ~~MEMBERS~~ Members against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the ~~AUTHORITY~~ Authority may include ownership and/or management of the ~~LANDFILL~~ Landfill during the final stages of the ~~LANDFILL's~~ Landfill's active life, during closure, and thereafter if such is deemed essential, in the discretion of the ~~BOARD OF DIRECTORS~~ Board of Directors, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.

3.4 **Common and Additional Powers.** The ~~AUTHORITY's~~ Authority's purpose also includes the establishment of the ~~AUTHORITY~~ Authority as an independent joint powers entity to enable the ~~MEMBERS~~ Members to jointly exercise the common powers of the ~~MEMBERS~~ Members set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the ~~GOVERNMENT CODE~~ Government Code upon all joint powers authorities.

#### SECTION 4. ORGANIZATION

4.1 **Composition.** The ~~AUTHORITY~~ Authority shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the ~~SERVICE AREA~~ Service Area which has joined pursuant to Section 2.2 ~~and not subsequently withdrawn~~, and the County of Humboldt.

4.2 **Principal Office.** The principal office of the AUTHORITY shall be established by the ~~BOARD~~ Board. The ~~BOARD~~ Board may change that principal office upon giving at least 15 days written notice to each ~~MEMBER~~ Member.

4.3 **BOARD** Board The ~~AUTHORITY~~ Authority shall be governed by the ~~BOARD of DIRECTORS~~ Board Of Directors, which shall exercise or oversee the exercise of all powers and authority on behalf of the ~~AUTHORITY~~ Authority. The ~~AUTHORITY BOARD~~ Authority Board of ~~DIRECTORS~~ Directors shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal

year, the ~~BOARD~~Board shall appoint new officers. The appointment of the chairperson shall rotate among the ~~MEMBERS~~Members of the ~~AUTHORITY~~Authority.

4.4 ~~DIRECTORS~~Directors.

- (a) The ~~BOARD~~Board shall consist of the same number of ~~DIRECTORS~~Directors as the number of ~~MEMBERS~~Members. Each ~~MEMBER~~Member shall appoint one ~~DIRECTOR~~Director. Upon execution of this ~~AGREEMENT~~Agreement by a ~~MEMBER~~Member, the ~~MEMBER~~Member shall appoint its representative to the ~~BOARD~~Board and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed ~~DIRECTOR~~Director. Thereafter, vacancies shall be filled by the appointing ~~MEMBER~~Member within thirty (30) days of the occurrence thereof. Each ~~DIRECTOR~~Director and alternate shall be an elected official of the governing body of the ~~MEMBER~~Member that he or she represents. If a ~~DIRECTOR~~Director or alternate ceases holding any such elected position, he or she shall then cease to serve as a ~~DIRECTOR~~Director or alternate. The ~~AUTHORITY~~Authority and the ~~BOARD~~Board shall be entitled to rely on a written notice from the City Clerk (in the case of city ~~MEMBERS~~Members) and the Clerk of the Board of Supervisors (in the case of county ~~MEMBERS~~Members) as conclusive evidence of the appointment and removal of the ~~DIRECTORS~~Directors and/or alternates representing that ~~MEMBER~~Member.
- (b) Each ~~DIRECTOR~~Director and alternate shall hold office from the first meeting of the ~~BOARD~~Board after appointment by the ~~MEMBER~~Member, until his or her successor is selected by the ~~MEMBER~~Member that appointed that ~~DIRECTOR~~Director. Each ~~DIRECTOR~~Director and alternate shall serve at the pleasure of the ~~MEMBER~~Member that he or she represents and may be removed at any time, without cause, at the sole discretion of that ~~MEMBER~~Member.
- (c) No compensation shall be received by any ~~DIRECTOR~~Director or alternate unless expressly provided by resolution of the ~~BOARD~~Board.

4.5 ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee. There is hereby created an ~~EXECUTIVE ADVISORY COMMITTEE~~Executive Advisory Committee which shall consist of the ~~MEMBER~~Member City and County Managers, or their appointees or designees, to advise the ~~EXECUTIVE DIRECTOR~~Executive Director as specified below:

- a) Review and recommend an operating and capital budget, and review and comment on ~~AUTHORITY~~Authority goals and objectives.
- b) Provide assistance to the ~~BOARD~~Board as requested in the recruitment and selection for the ~~AUTHORITY'S EXECUTIVE DIRECTOR~~Authority's Executive Director.