

**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA**

**Board of Supervisors Chambers
Flynn Center 981 H Street
Crescent City, CA**

Regular Session Tuesday June 21, 2016 3:30 PM

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The Solid Waste Management Authority of the City of Crescent City and the County of Del Norte, State of California, is now meeting in Regular Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.

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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8 A.M. and 5 P.M. Monday through Friday OR online at www.recycledelnorte.ca.gov
For more information call 465-1100 or email dnswwma@recycledelnorte.ca.gov

**3:30 PM CALL MEETING TO ORDER / ROLL CALL
 PLEDGE OF ALLEGIANCE**

PUBLIC COMMENTS:

**3:30 PM ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE
MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA. After
receiving recognition from the Chair, please give your name and address for the record.
Comments will be limited to three minutes.**

1. CLOSED SESSION ITEMS:

- 1.1 CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code Section 54957.6)
 Agency designated representatives: Tedd Ward, DNSWMA Director and Jeannine Galatioto. Employee Organization: Del Norte Solid Waste Management Authority Employees / SEIU Local 1021

OPEN SESSION ITEMS:

2. CONSENT AGENDA

- 2.1 Approve minutes, Regular Session, Tuesday May 17, 2016. **
- 2.2 Approve Memorandum of Understanding between the Del Norte Solid Waste Management Authority and the Crescent City-Del Norte County Chamber of

- Commerce for the purpose of providing recycling units and support for Chamber and Visitor Bureau activities. **
- 2.3 Status Report regarding CalRecycle grants supporting used oil recycling. **
 - 2.4 Receive, file, and submit completed 2016 survey of the Crescent City Landfill by Richard B. Davis, Inc. **
 - 2.5 Receive, file, and submit July 1, 2015 Actuarial Report on GASB 45 Retiree Benefit Valuation. **
 - 2.6 Approve a budget transfer in the amount of \$83,255.00 **

END CONSENT AGENDA

3. DIRECTOR'S & TREASURER'S REPORTS

Agenda items 2.1 through 2.5 are provided for information only

- 3.1 Director's Report **
- 3.2 Treasurer/Controller Report for April 2016 **
- 3.3 Claims approved by Director for May 2016 **
- 3.4 Monthly Cash and Charge Reports for May 2016 **
- 3.5 Earned Revenue Comparisons between FY14/15 and FY15/16 **

DISCUSSION/ACTION ITEMS

4. LANDFILL POSTCLOSURE

- 4.1 Discussion and possible action regarding Regional Water Quality Control Board staff review of 'First-half 2016 Water-Quality Monitoring Report and Evaluation of Threat and Complexity Rating for Crescent City Landfill. **

5. COLLECTIONS FRANCHISE

- 5.1 Discussion and possible action regarding the Recycling Ad Hoc Committee and meetings related to the 04 May 2016 letter from Julie Badorek, General Manager of Julindra Recycling. **

6. TRANSFER STATION

- 6.1 Discussion and possible action regarding a letter from Hambro/WSG dated June 8, 2016. **
- 6.2 Discussion regarding the first Mattress Recycling Collection Event held at the Del Norte County Transfer Station on June 4th. **

7. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 7.1 Public hearing and possible adoption of Del Norte Solid Waste Management Authority Ordinance 2016-01, INCREASING DISPOSAL RATE

COMPONENTS AT THE DEL NORTE COUNTY TRANSFER STATION
AND ESTABLISHING A RATE FOR IMPROPER DISPOSAL FOR THE
GASQUET AND KLAMATH TRANSFER STATIONS. **

- 7.2 Public hearing and discussion and possible adoption of the proposed Authority budget for FY 16/17 **
- 7.3 Discussion and possible action regarding the Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority. **
- 7.4 Discussion and possible action regarding Authority Resolution 2016-01, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021 ON BEHALF OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY EMPLOYEES, and Resolution 2016-02, ESTABLISHING BENEFITS FOR UNREPRESENTED POSITIONS OF ADMINISTRATIVE ASSISTANT AND FACILITIES AND PROGRAMS COORDINATOR.**
- 7.5 Discussion and possible action regarding a revised Title II Project Submission Form to the USDA Forest Service in the amount of \$32,295 for the Forest and River Cleanup Partnership. **
- 7.6 Discussion and possible action regarding the process for and status of re-designation of the North Coast Recycling Market Development Zone. **

ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

- 8. Discussion and possible action regarding the March 10, 2016 letter to Dave Mason, County Code Enforcement Officer and review of the draft First Revised Joint Powers Agreement for the Del Norte County Abandoned Vehicle Abatement Service Authority and draft Resolutions for possible adoption by the Del Norte County Board of Supervisors and the City Council of the City of Crescent City. **

9. ADJOURNMENT

Adjourn to the next Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M., July 19, 2016 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

**** Asterisks next to Agenda Item indicates an associated attachment**

**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA
Regular Session, Tuesday May 17, 2016, 3:30 PM**

PRESENT: Commissioner Ron Gastineau, Secretary
Commissioner Chris Howard
Commissioner Blake Inscore, Vice Chair
Commissioner Martha McClure, Chair
Commissioner Eli Naffah
Director Tedd Ward
Legal Counsel Martha Rice
Authority Clerk Katherine Brewer
Authority Facilities and Program Coordinator, Kayleen Warner

ABSENT: Authority Treasurer/Controller Rich Taylor

ALSO PRESENT: Joel Wallen, Hambro Waste Solutions Group
Wes White, Hambro Waste Solutions Group
Julie Badorek, Julindra Recycling
Jeremy Herber, Recology Del Norte

3:30 PM CALL MEETING TO ORDER

Chair McClure called the meeting to order in regular session at 3:30 p.m.

PLEDGE OF ALLEGIANCE

The pledge was led by Vice Chair Inscore.

3:30 PM PUBLIC COMMENTS:

There were no public comments.

OPEN SESSION ITEMS:

1. CONSENT AGENDA

1.1 Approve minutes, Regular Session, Tuesday, April 19, 2016.

- 1.2 Approve request from Crescent City/Del Norte County Chamber of Commerce for two Authority-directed bin pulls and waiver of disposal fees associated with 2016 July 4th Celebrations. **031205**
- 1.3 Approve support for Crescent City's annual Spring Clean Sweep Program on May 31 and June 1 as requested in an e-mail of 02 May 2016 from Brooke Trudeau. **091403**
- 1.4 Approve a budget transfer in the amount of \$7,920.00. **022101**

END CONSENT AGENDA

Item 1.2 was pulled from the Consent Agenda for discussion. On a motion by Commissioner Inscore, seconded by Commissioner Naffah, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the consent agenda, consisting of items 1.1, 1.3 and 1.4.

After a brief discussion, on a motion by Commissioner Howard, seconded by Commissioner Inscore and unanimously carried on a voice vote, the Del Norte Solid Waste Management Authority approved and adopted item 1.2, a request for three (3) Authority-directed bin pulls and waiver of disposal fees associated with 2016 July 4th Celebrations.

2. DIRECTOR'S & TREASURER'S REPORTS
Agenda items 2.1 through 2.5 are provided for information only

- 2.1 Director's Report. **231501**
- 2.2 Treasurer/Controller Report for March 2016.
- 2.3 Claims approved by Director for April 2016.
- 2.4 Monthly Cash and Charge Reports for April 2016.
- 2.5 Earned Revenue Comparisons between FY14/15 and FY15/16.

The above-listed reports were presented and accepted.

DISCUSSION/ACTION ITEMS

3. LANDFILL POSTCLOSURE

- 3.1 Discussion and possible action regarding "First-half 2016 Water-Quality Monitoring Report and Evaluation of Threat and Complexity Rating for Crescent City Landfill". **230102**

Director Ward updated Authority Board Members on the report from Lawrence and Associates. Residential wells had been sampled and all met guidelines. Lawrence and Associates is recommending that the North Coast Regional Water Quality Control Board approve a reduction in the threat / complexity rating for the landfill from 1A to 2B. If approved, a reduction in the Threat / Complexity rating would reduce the annual Waste

Discharge Requirement permit fees collected by the State Water Resources Control Board.

4. COLLECTIONS FRANCHISE

4.1. Discussion regarding Financial Statements from Recology Del Norte September 30, 2015 and 2014. 180510

Jeremy Herber, General Manager, Recology Del Norte, addressed the Board regarding these financial statements. He offered to call in a company accountant to answer any specific budget questions if the Board desired, and pointed out that his company actively gives back to the local community.

4.2 Discussion and possible action regarding Collections Change Order 8, approving Rate Adjustments based on changes to the Consumer Price Index (CPI-U). 180510

On a motion by Commissioner Howard, seconded by Commissioner Inscore, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted Collections Change Order 8, approving Service Fee Adjustments based on changes to the Consumer Price Index (CPI-U).

4.3 Discussion and possible action regarding 04 May 2016 letter from Julie Badorek, General Manager of Julindra Recycling. 102101

Julie Badorek, General Manager of Julindra Recycling, addressed the Authority Board. She proposed that Julindra cease to accept several types of materials based on their cost to process, transport, and recycle. Julindra reported that their business was losing money by accepting these materials:

1. Styrofoam (blocks, packing peanuts, etc.)
2. Mixed bags & shrinkwrap (garbage bags, grocery bags, etc.)
3. Milk cartons
4. #4 and #5 plastic
5. Hard Rigid Plastics
6. Misc. Electronics

Elizabeth Henry, County Resident, addressed the Authority Board to suggest public outreach to educate residents on how to recycle items and reduce the amount of trash entering the waste stream.

Chair McClure appointed an Ad Hoc Committee consisting of Commissioners Inscore and herself to meet with representatives from Julindra, Hambro, and Recology to discuss alternatives. Staff were asked to research the variety of materials that were accepted for recycling in similar-sized rural or coastal California communities.

5. TRANSFER STATION

- 5.1 Discussion and possible action regarding a contract amendment and related side-letter to the Transfer Station Operations Agreement with Hambro/WSG. **080104**

On a motion by Commissioner Howard, seconded by Commissioner Naffah, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted a contract amendment and related side-letter to the Transfer Station Operations Agreement with Hambro/WSG.

Wes White, General Manager Hambro/WSG, informed Board members that Dry Creek Landfill was going to waive the fee adjustment for the month of July and asked that Hambro/WSG be reimbursed the difference. Authority Board members agreed by consensus that this issue should be brought back on the next agenda.

- 5.2 Discussion and possible action regarding Transfer Station Operations Change Order 23, initiating textile recycling and approving Rate Adjustments based on changes to the Consumer Price Index (CPI-U) and disposal costs. **080104**

On a motion by Commissioner Naffah, seconded by Commissioner Gastineau, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted Transfer Station Operations Change Order 23, initiating textile recycling and approving Rate Adjustments based on changes to the Consumer Price Index (CPI-U) and disposal costs. Consensus direction was also given to staff to explore provisions within the Transfer Station Operations Agreement that might enable approval of additional compensation to Hambro/WSG based on delayed implementation of the CPI-based service fee adjustments.

6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 6.1 Introduce and waive first full reading of Ordinance 2016-01, **INCREASING DISPOSAL RATE COMPONENTS AT THE DEL NORTE COUNTY TRANSFER STATION AND ESTABLISHING A RATE FOR IMPROPER DISPOSAL FOR THE GASQUET AND KLAMATH TRANSFER STATIONS.**

On a motion by Commissioner Inscore, seconded by Commissioner Gastineau, and carried on a polled vote with Commissioner Howard abstaining and all other commissioners voting aye, the Del Norte Solid Waste Management Authority approved introduction and waiving of the first full reading of Ordinance 2016-01, **INCREASING DISPOSAL RATE COMPONENTS AT THE DEL NORTE COUNTY TRANSFER STATION AND ESTABLISHING A RATE FOR IMPROPER DISPOSAL FOR THE GASQUET AND KLAMATH TRANSFER STATIONS.**

- 6.2** Discussion and possible action regarding the draft Authority budget for FY 16/17, and scheduling a public hearing for June 21, 2016 for final adoption.
022102

On a motion by Commissioner Inscore, seconded by Commissioner Howard and carried unanimously on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the draft Authority budget for FY 16/17, and scheduled a public hearing for June 21, 2016 for final adoption.

- 6.3** Discussion and possible action regarding the Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority.
101502

On a motion by Commissioner Inscore, seconded by Commissioner Howard, and carried unanimously on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority.

- 6.4** Discussion and possible action regarding the process for applying for beverage container and used oil recycling grants for FY 16/17. **071802**

Kayleen Warner, Authority Facilities and Programs Coordinator, made an informational presentation to Board Members regarding the process for applying for beverage container and used oil recycling grants.

7. CLOSED SESSION ITEMS:

- 7.1** CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
(Gov. Code Section 54956.9
Tort Claim (Claimant: Wesley Nunn) **201518**
- 7.2** CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code Section 54957.6)
Agency designated representative: Tedd Ward, DNSWMA Director
Employee Organization: Del Norte Solid Waste Management Authority
Employees/SEIU Local 1021

The Chair recessed the open meeting of the Del Norte Solid Waste Management Authority and convened in closed session at 5:12 p.m. The closed session was adjourned at 6:09 p.m. and the meeting reconvened immediately in open session. Counsel reported that, during the closed session, on a motion by Commissioner Gastineau, seconded by Commissioner Naffah and carried unanimously, the Del Norte Solid Waste Management Authority voted to reject the tort claim of Wesley Nunn. No other action was taken.

8. ADJOURNMENT

Adjourn to the Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 p.m., June 21, 2016 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

There being no further business to come before the Authority, the Chair adjourned the meeting at 6:10 p.m., until the Regular Meeting on June 21, 2016.

Martha McClure, Chair
Del Norte Solid Waste Management Authority
Date / /

ATTEST:

Ron Gastineau, Secretary
Del Norte Solid Waste Management Authority
Date / /

Submitted:

Katherine Brewer, Clerk
Del Norte Solid Waste Management Authority
Date / /



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

MEMORANDUM OF UNDERSTANDING

**Between the
Del Norte Solid Waste Management Authority
and the
Crescent City-Del Norte County Chamber of Commerce for the
purpose of providing recycling units and support for Chamber and
Visitor Bureau activities**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to formally create a mutually beneficial working relationship between the Del Norte Solid Waste Management Authority (Authority) and Crescent City-Del Norte County Chamber of Commerce (Chamber).

II. Background

The Authority's Mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law."

The Authority and Chamber will, through this MOU, work together to further progress in sustainable events and promote recycling and waste reduction.

III. Memorandum of Understanding (MOU) Commitments

The Parties recognize the importance of collaboration to serve the needs of society through proper materials collection and management. Consequently, the Parties are hereby establishing a working relationship, and undertaking certain commitments with respect to waste stream operations as they relate to environmental issues, including, but not limited to the following specific undertakings related to events coordinated by the Chamber including events held at the Cultural Center located at 1001 Front Street, Crescent City, CA.

A. Under this MOU, the Authority will procure Clear Stream Recycling units in the following quantities:

Indoor dual stream recycling/garbage units (quantity and style to be determined)
20 - dual stream recycling/garbage outdoor/portable units

Chamber is responsible for the management of the units at Chamber events including the set-up of the units, monitoring the units, and will make reasonable efforts to ensure that waste and recyclables are disposed of in the correct fashion.

Units are to be stored on-site at the Chamber and be stored in a secure weather proof location. Chamber or their designee shall ensure the units are kept clean and free of residue.

Priority for their use will be given to Chamber events, however Authority may from time to time make the units available to other non-profits community groups, businesses or agencies in the County desiring to collect recyclables during public events. Authority will take responsibility for coordination of such activities including the pick-up and return of the units.

B. Chamber will submit to Authority on an Annual basis a report detailing events where the containers are utilized, number of containers utilized per event, the number of attendees, the number or volume of beverage containers collected and the volume of trash disposed.

Damage to or loss of the containers should be communicated to the Authority in a timely fashion and also noted in the Status Report.

C. Either Party may unilaterally withdraw at any time from this MOU by transmitting a signed statement to that effect to the other Party. By mutual agreement, which may be either formal or informal, each party may modify the list of intended activities set forth above, and/or determine the practical manner by which the goals, purposes and activities set forth in this MOU will be accomplished. Modification to other written parts of this MOU must be made in writing and signed by either the Parties or their designees.

D. Chamber will be responsible for coordinating with Crescent City staff any issues related to the collection of materials from the indoor units as Chamber is tenant in the Cultural Center and City staff are responsible to move materials to the outdoor trash and recycling containers.

III. Effective Date and Administration

This MOU will become effective upon signature by the Chair of the Authority and the Chamber Executive Director or their designees. It may be modified or amended by written agreement between the parties. This MOU will remain in effect unless revised or extended at that time by written agreement of the parties. This MOU may be terminated

at any time by either party upon the issuance of a written notice to the other party. The Parties will review annually the provisions of this MOU and its implementation.

ATTEST:

Martha McClure, Chair
Del Norte Solid Waste Management Authority

Ron Gastineau, Secretary
Del Norte Solid Waste Management Authority

Jeff Parmer, Executive Director
Crescent City-Del Norte County Chamber of Commerce

APPROVED AS TO FORM:

Martha D. Rice, General Counsel
Del Norte Solid Waste Management Authority



Del Norte Solid Waste Management Authority

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Phone (707) 465-1100 Fax (707) 465-1300
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The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: 14 June 2016

To: Del Norte Solid Waste Management Authority
Commissioners

From: Kayleen Warner, Facilities & Programs Coordinator
Tedd Ward, M.S. – Director

Attachment: Resolution 2015-06
File: 150901 – Used Oil Recycling Grants
Subject: Cal Recycle Used Oil Grant Status

Summary / Recommendation: That the Authority Board of Commissioners discuss and acknowledge the CalRecycle grant status and application process.

Background: Since the Del Norte Solid Waste Management Authority was formed, we have taken responsibility for administering grants from Cal Recycle for beverage container recycling (now known as the 'City and County Payment Program') and used motor oil recycling (now known as the 'Oil Payment Program' or OPP).

Through the used oil grant the Authority has received \$15,000 per year in funds (\$10,000 allocated to the County and \$5,000 to Crescent City). Funds have been used to advertise and support outreach efforts encouraging used motor oil and oil filter recycling, to establish and monitor used oil collection centers, and to provide materials and supplies in supporting of collecting and processing the oil and filters. Past projects also include purchasing and distributing oil collection containers, funnels, oil spill kits and outreach and education messages.

As indicated in Resolution 2015-06, the Authority is designated as the the lead agency and is responsible for making sure these grant funds are used in a way that continues to benefit the residents, businesses, and agencies in Del Norte County.

Analysis: On behalf of the County and City, staff have prepared another regional application to continue programs in support of oil recycling in the amount of \$15,000 for 2016/17.

The following projects using these grant sources are in process of being implemented:

1. An ad campaign featuring Kiwi the dog with the tagline of 'It's a Treat to Recycle at the Transfer Station'. This campaign consists of a printed ad running in the Triplicate along with a radio spot airing on KCRE and KPOD. This will be followed by a customer appreciation campaign and future ads will feature other transfer station dogs.
2. Additional education materials and methods will be developed to increase used motor oil recycling and decrease contamination of oil recycling with special emphasis on minority populations in Del Norte County.
3. Researching the possible purchase of an ipad and InFocus projector for additional outreach and education of the community through the development of a Master Recycler program.
4. Researching the possible purchase of a low frequency radio station and/or a reader/display board to announce recycling messages, update transfer station customers on wait times and other key information.
5. Researching with local retailers the possibility of implementing point of sale outreach materials. For example: posting shelf talkers where motor oil is sold and/or placing "recycle me" stickers on oil containers.

As new projects are developed staff will return to the Authority with an updated spending plan.

RESOLUTION 2015-06
A RESOLUTION OF THE GOVERNING BOARD OF THE
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
Authorizing Submittal of a
Regional Used Oil Payment Program Application as the Regional Lead Agency,
Related Authorizations and Identification of Regional Participants

WHEREAS, pursuant to Public Resources Code § 48690 the Department of Resources Recycling and Recovery (CalRecycle) has established the Used Oil Payment Program to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

WHEREAS, the Used Oil Payment Program allows regional participation; and

WHEREAS, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

NOW, THEREFORE, BE IT RESOLVED that the Del Norte Solid Waste Management Authority is authorized to submit a Used Oil Payment Program regional application on behalf of itself as Lead Agency, the City of Crescent City and the County of Del Norte; and

BE IT FURTHER RESOLVED that the Director of the Del Norte Solid Waste Management Authority, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment under the Oil Payment Program; and

BE IT FURTHER RESOLVED that the Signature Authority is hereby authorized to revise the list of participating agencies as necessary with each yearly application; and

BE IT FURTHER RESOLVED that this Resolution is effective until rescinded by the Signature Authority and/or this Governing Body.

The foregoing resolution was passed and adopted by the Del Norte Solid Waste Management Authority on this 16th day of June, 2015.

AYES: *Gastineau, Gore, Githin, McClure, Holley*

NOES: *0*

ABSENT: *0*

Signed: _____

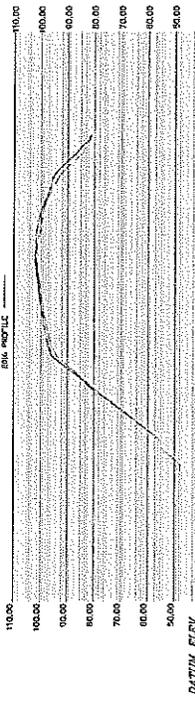
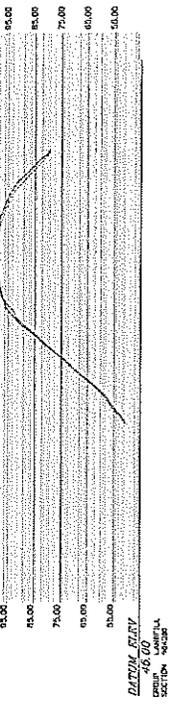
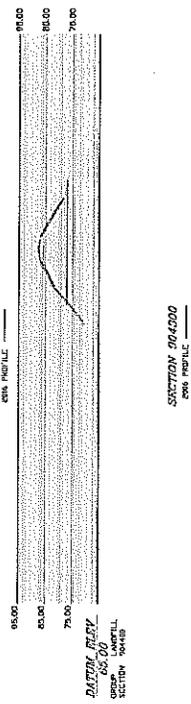
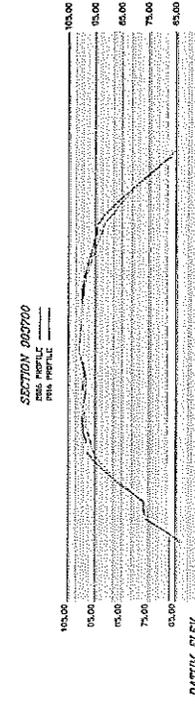
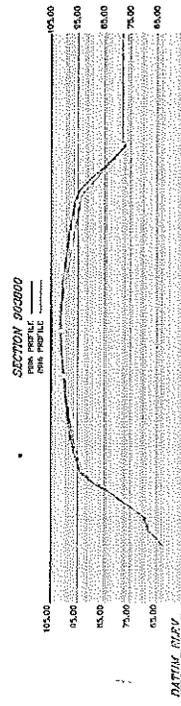
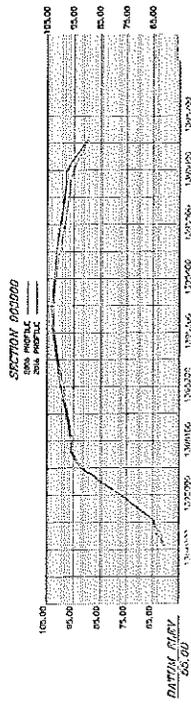
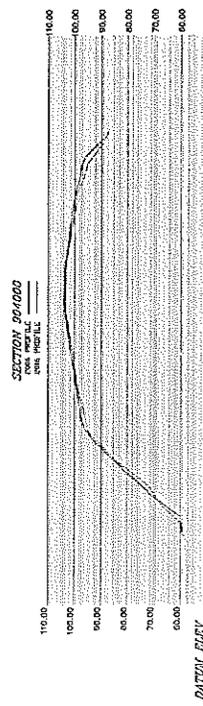
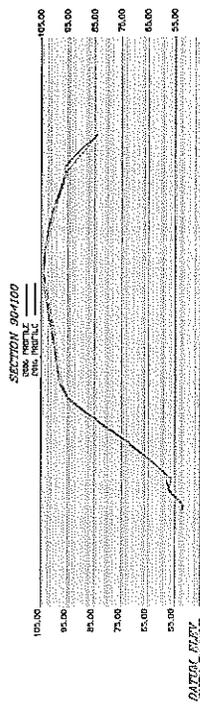
Richard Holley
Richard Holley, Chair

Date: 6-16-15

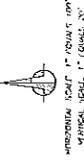
ATTEST / CERTIFY: _____

Angela Gore
Dr. Angela Gore

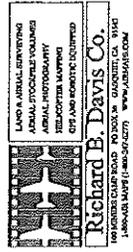
Secretary of the Del Norte Solid Waste Management Authority



GRID NORTH



CROSS SECTIONS AT 100' INTERVALS
Crescent City, CA Landfill
Section 17, T16N, R11W, H1M
Del Norte County, CA



Map date: 4-04-2016
Sheet 4 of 4 sheets

Bickmore

June 13, 2016

Tedd Ward
Director
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

Re: July 1, 2015 Actuarial Report on GASB 45 Retiree Benefit Valuation

Dear Mr. Ward:

We are pleased to enclose our report providing the results of the July 1, 2015 actuarial valuation of other post-employment benefit (OPEB) liabilities for the Del Norte Solid Waste Management Authority (the Authority). The report's text describes our analysis and assumptions in detail. *This report should be considered a draft until the Authority has had an opportunity to review and comment. Once any issues have been discussed and resolved, we will issue our final report.*

The primary purposes of the report are to develop the value of future OPEB expected to be provided by the Authority, and the current OPEB liability and the annual OPEB expense to be reported in the Authority's financial statements for the fiscal years ending June 30, 2017 and 2018.

This valuation was prepared with the understanding that the Authority continue to:

- Invest in CERBT asset allocation Strategy 1.
- Contribute more than the retiree benefits but less than 100% of the ARC for the fiscal years ending June 30, 2015 and 2016 and for the foreseeable future. An appropriate discount rate was developed to reflect this.

It is our understanding that eligibility for and the amount of benefits remains unchanged since the 2013 valuation was prepared. This report does reflect a number of assumptions changes, including a new model for developing projected retiree medical claims by age. These changes are described further in Section E and in Table 4 of the report.

We have based our valuation on employee data and plan information provided by the Authority. We encourage the Authority to review our summary of the benefits described in Table 3 to be comfortable that we have captured these provisions correctly.

We appreciate the opportunity to work on this analysis and acknowledge the efforts of Authority employees who provided valuable information and assistance to enable us to perform this valuation. Please let us know if we can be of further assistance.

Sincerely,

Catherine L. MacLeod, FSA, FCA, EA, MAAA
Director, Health and Benefit Actuarial Services
Enclosure

2.5

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A. Executive Summary

This report presents the results of the July 1, 2015 actuarial valuation of the Del Norte Solid Waste Management Authority (the Authority) other post-employment benefit (OPEB) programs. Briefly, benefits include subsidized medical and dental coverage for eligible retirees. The purpose of this valuation is to assess the OPEB liabilities and provide disclosure information as required by Statement No. 45 of the Governmental Accounting Standards Board (GASB 45).

Under the Authority's OPEB program, benefits for eligible members include subsidized medical and/or dental coverage for the retiree and any eligible dependents. The Authority's OPEB liability is developed as the discounted value (present value) of the difference between (1) projected retiree healthcare claims and (2) the projected portion of this cost expected to be paid by the retirees. Future excise taxes expected to be paid under the Affordable Care Act for "high cost" retiree coverage are also part of the OPEB liability reflected in this valuation.

How much the Authority contributes each year affects the calculation of liabilities. When all future benefits are expected to be financed out of Authority assets or revenues (not from a trust), it is referred to as "pay-as-you-go" financing. Prefunding the plan requires the agency to contribute 100% or more of the Annual Required Contribution (ARC) each year. Prefunding generally supports use of a higher interest rate and typically produces substantially lower liabilities than a pay-as-you-go funding policy. When assets are set aside in a trust but at a level not sufficient to meet GASB 45 requirements for prefunding, it is referred to as "partial prefunding". In that type of approach, a "blended" discount rate is developed by the actuary reflecting the relative portions of future benefits expected to be financed out of the trust and out of Authority assets.

Because the Authority has contributed previously to the OEPB trust account established with the California Employers' Retiree Benefit Trust (CERBT), but does not plan to contribute the full ARC in the next few years, it is partially prefunding its OPEB obligations. Accordingly, we developed and used a blended discount rate of 4.79% for this valuation. Additional discussion of funding policy, including discount rates, is on page 8 and development of the blended discount rate is provided in Appendix 1. Rates used are not guarantees of future investment performance, but rather assumptions about the expected long term returns for assets used to pay future retiree benefits.

Exhibits presented in this report are based on our understanding that the results of this July 1, 2015 valuation will be applied in determining the annual required contribution (ARC) for the Authority's fiscal years ending June 30, 2017 and 2018¹. The Actuarial Accrued Liability and Assets as of July 1, 2015 are shown below:

Discount Rate	4.79%
Actuarial Accrued Liability	\$ 1,419,422
Actuarial Value of Assets	125,940
Unfunded Actuarial Accrued Liability	1,293,482
Funded Ratio	8.9%

The liabilities and calculations shown in the report reflect assumptions regarding continued future employment, rates of retirement and survival, and elections by future retirees to continue coverage

¹ The annual OPEB expense for the fiscal year ending June 30, 2018 will later need to be revised under GASB 75.

Executive Summary (concluded)

for themselves and their dependents. Note that this valuation has been prepared on a closed group basis; no provision is generally made for new employees until the valuation date following their employment.

The following summarizes results for the fiscal year ending June 30, 2017:

Subsidy	Total
Annual Required Contribution (ARC) for FYE 2017	\$ 152,902
Expected employer paid benefits for retirees	40,118
Expected contribution to OPEB trust	11,125
Expected net OPEB obligation at June 30, 2017	423,573

Detailed results are shown for fiscal years ending 2017 and 2018 in tables beginning on page 12. Additional information to assist in financial statement reporting is provided in Appendix 2.

An exhibit comparing current valuation results to those from the prior valuation is provided on page 6, followed by a description of changes. An actuarial valuation is a projection and to the extent that actual experience is not what we assumed, future results will be different. Differences may include:

- A significant change in the number of covered or eligible plan members;
- A significant increase or decrease in the future medical premium rates or in the subsidy provided by the Authority toward retiree medical premiums;
- Longer life expectancies of retirees;
- Significant changes in expected retiree healthcare claims by age, relative to healthcare claims for active employees and their dependents;
- Higher or lower returns on plan assets or trust contributions other than were assumed; and
- Implementation of GASB 75, the new OPEB accounting standard, not later than the Authority's fiscal year ending June 30, 2018. One key change moves reporting of the unfunded OPEB liability from a footnote to the balance sheet.

Details of our valuation process and the various disclosures required by GASB 45 are provided on the succeeding pages. The date of the next actuarial valuation should not be later than July 1, 2017. If there are any significant changes in the employee data, benefits provided or the funding policy, please contact us to discuss whether an earlier valuation is appropriate.

Important Notices

This report is intended to be used only to present the actuarial information relating to other postemployment benefits for the Authority's financial statements and to provide annual contribution information with respect to the Authority's current OPEB funding policy. Use of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable. Various issues in this report may involve legal analysis of applicable law or regulations. The Authority should consult counsel on these matters; Bickmore does not practice law and does not intend anything in this report to constitute legal advice. In addition, we recommend the Authority consult with their internal accounting staff or external auditor or accounting firm about the accounting treatment of OPEB liabilities.

B. Requirements of GASB 45

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This Statement establishes standards for the measurement, recognition, and display of OPEB expense/expenditures and related liabilities (assets), note disclosures, and, if applicable, required supplementary information (RSI) in the financial reports of state and local governmental employers. The underlying intent of GASB 45 is to systematically recognize the projected cost of OPEB during the years employees are working, rather than over the years when the benefits would be paid.

We understand that the Authority implemented GASB 45 for the fiscal year ended June 30, 2009. For agencies with 200 or more members covered by or eligible for plan benefits, GASB 45 requires that a valuation be prepared no less frequently than every two years. GASB 45 disclosures include the determination of an annual OPEB cost. For the first year, the annual OPEB cost is equal to the annual required contribution (ARC) as determined by the actuary.

- If the Authority's OPEB contributions had been equal to the ARC each year, the net OPEB obligation would equal \$0.
- If the Authority's actual contribution is less than (greater than) the ARC, then a net OPEB obligation (asset) amount is established. In subsequent years, the annual OPEB expense will reflect adjustments made to the net OPEB obligation, in addition to the ARC (see Tables 1B and 1D).

GASB 45 provides for recognition of payments as contributions if they are made (a) directly to retirees or beneficiaries, (b) to an insurer, e.g., for the payment of premiums, or (c) to an OPEB fund set aside toward the cost of future benefits. Funds set aside for future benefits should be considered contributions to an OPEB plan only if the vehicle established is one that is capable of building assets that are separate from and independent of the control of the employer and legally protected from its creditors. Furthermore, the sole purpose of the assets should be to provide benefits under the plan. These conditions generally require the establishment of a legal trust, such as the Authority's OPEB trust account with CERBT. Earmarked assets or reserves may be an important step in financing future benefits, but they may not be recognized as an asset for purposes of reporting under GASB 45.

We reiterate that GASB 45 applies only to the expense to be charged to an agency's income statements and to providing other related liability disclosures. While the Annual Required Contribution typically comprises the majority of the annual OPEB expense, it is a theoretical, not a required contribution amount. The decision whether or not to prefund, and at what level, is at the discretion of the Authority, as are the manner and term for paying down the unfunded actuarial accrued liability. Once a funding policy has been established, however, the Authority's auditor may have an opinion as to the timing and manner of any change to such policy in future years. The level of prefunding also affects the selection of the discount rate used for valuing the liabilities.

New GASB Statement 75, issued in June 2015, will impact the liabilities and/or expenses developed in future valuations and require changes beginning with the Authority's fiscal year end 2018 reporting. These new requirements are beyond the scope of this valuation engagement.

C. Sources of OPEB Liabilities

General Types of OPEB

Post-employment benefits other than pensions (OPEB) comprise a part of compensation that employers offer for services received. The most common OPEB are medical, prescription drug, dental, vision, and/or life insurance coverage. Other OPEB may include outside group legal, long-term care, or disability benefits outside of a pension plan. OPEB does not generally include COBRA, vacation, sick leave² or other direct retiree payments which fall under other GASB accounting statements.

A direct employer payment toward the cost of OPEB benefits is referred to as an "explicit subsidy." In many group insurance arrangements, the claims experience of employees and retirees are pooled when determining premiums and retiree premiums are the same as those charged for active employee coverage. In an arrangement such as this, the retirees pay a premium based on a pool of members that, on average, are younger and healthier; this results in an "implicit subsidy" of retiree premiums by active employee premiums since the retiree premiums are lower than they would have been if retirees were insured separately. Paragraph 13.a. of GASB 45 generally requires an implicit subsidy of retiree premium rates be valued as an OPEB liability.

If active and retiree claims experience is co-mingled (pooled) but separate premium rates are charged for active and retiree coverage, the actuary should consider the projected value of future retiree claims and how those claims relate to projected future retiree premiums.

OPEB Obligations of the Authority

The Authority provides continuation of medical and dental coverage to its retiring employees. For retirees and their dependent(s) who have chosen to retain this coverage:

- The Authority contributes directly to the cost of retiree medical coverage by picking up the portion of retiree premiums charged by the provider which are in excess of amounts retirees are required to pay, based on the particular circumstances of their employment date, years of service and bargaining group. These benefits are described in Table 3 and liabilities have been included in this valuation.
- We believe no implicit liability exists with respect to the dental benefits provided to retirees, or that it is insignificant.
- Employees are covered by a large, self-insured healthcare pool through CSAC-EIA. The provider has confirmed that the claims experience of all plan members, including actives, pre-Medicare retirees and Medicare retirees, is co-mingled together in developing premium rates. This report, therefore, does develop age-related premium adjustments and computes an implicit rate subsidy for retirees covered, or expected to be covered, under this program. It appears that, in the aggregate, the premiums projected to be collected for retirees' coverage appears to exceed the projected future retiree claims, resulting in a negative implicit subsidy.

² Unless unused sick leave credits are converted to provide or enhance a defined benefit OPEB.

D. Valuation Process

The valuation has been based on employee census data and benefits initially submitted to us by the Authority from January through April 2016 and clarified in various related communications. A summary of the employee data is provided in Table 2 and a summary of the benefits provided under the Plan is provided in Table 3. While individual employee records have been reviewed to verify that they are reasonable in various respects, the data has not been audited and we have otherwise relied on the Authority as to its accuracy. The valuation described below has been performed in accordance with the actuarial methods and assumptions described in Table 4.

In developing the projected benefit values and liabilities, we first determine an expected premium or benefit stream over the employee's future retirement. Benefits may include direct employer payments (explicit subsidies) and/or an implicit subsidy (or credit), arising when retiree premiums are expected to be less than (or greater than) premiums developed based on the actual and expected claims experience of retirees only. The projected benefit streams reflect assumed trends in the cost of those benefits and assumptions as to the expected date(s) when benefits will end. We then apply assumptions regarding:

- The probability that each individual employee will or will not continue in service with the Authority to receive benefits.
- To the extent assumed to retire from the Authority, the probability of when such retirement will occur for each retiree, based on current age, service and employee type; and
- The likelihood that future retirees will or will not elect retiree coverage (and benefits) for themselves and/or their dependents.

We then calculate a present value of these benefits by discounting the value of each future expected benefit payment, multiplied by the assumed expectation that it will be paid, back to the valuation date using the discount rate. These benefit projections and liabilities have a very long time horizon. Final payments for currently active employees may not be made for 70 years or more.

The resulting present value for each employee is allocated as a level percent of payroll each year over the employee's career using the entry age normal cost method and the amounts for each individual are then summed to get the results for the entire plan. This creates a cost expected to increase each year as payroll increases. Amounts attributed to prior fiscal years form the "actuarial accrued liability" (AAL). The OPEB cost allocated for active employees in the current year is referred to as the "normal cost". The remaining active cost to be assigned to future years is called the "present value of future normal costs". In summary:

Actuarial Accrued Liability	Past Years' Cost Allocations	Actives and Retirees
<i>plus</i> Normal Cost	Current Year's Cost Allocation	Actives only
<u><i>plus</i> Present Value of Future Normal Costs</u>	<u>Future Years' Cost Allocations</u>	<u>Actives only</u>
<i>equals</i> Present Value of Projected Benefits	Total Benefit Costs	Actives and Retirees

Where contributions have been made to an irrevocable OPEB trust, the accumulated value of trust assets is applied to offset the AAL. In this valuation, we set the Actuarial Value of Assets equal to the market value of assets invested in in the Authority's CERBT account. The market value reported as of June 30, 2015 was \$125,940. The portion of the AAL not covered by assets is referred to as the unfunded actuarial accrued liability (UAAL).

E. Basic Valuation Results

The following chart compares the results of the July 1, 2015 valuation of OPEB liabilities to the results of the July 1, 2013 valuation.

Funding Policy Valuation date	Partial Prefunding Basis	
	7/1/2013	7/1/2015
Discount rate	5.38%	4.79%
Number of Covered Employees		
Actives	7	9
Retirees	2	2
Total Participants	9	11
Actuarial Present Value of Projected Benefits		
Actives	\$ 988,248	\$ 1,200,631
Retirees	325,269	848,117
Total APVPB	1,313,517	2,048,748
Actuarial Accrued Liability (AAL)		
Actives	366,984	571,305
Retirees	325,269	848,117
Total AAL	692,253	1,419,422
Actuarial Value of Assets	88,187	125,940
Unfunded AAL (UAAL)	604,066	1,293,482
Normal Cost	54,373	69,151
Percent funded	12.7%	8.9%
Reported covered payroll	192,720	208,790
UAAL as percent of payroll	313.4%	619.5%

Note: Authority liabilities as of 7/1/2015 include about \$103,000 in projected excise tax liability for retirees expected to be covered by "high cost" plans per the Affordable Care Act.

Changes Since the Prior Valuation

Even if all of our previous assumptions were met exactly as projected, liabilities generally increase over time as active employees get closer to the date their benefits are expected to begin. Given the uncertainties involved and the long term nature of these projections, it is unlikely that our prior assumptions will ever be exactly realized. Nonetheless, it is helpful to review why results are different than we anticipated.

In comparing results shown in the exhibit above, we can see that the Unfunded Actuarial Accrued Liability (UAAL) actually increased by roughly \$689,000 from \$604,000 to \$1,293,000 between July 2013 and July 2015. Over this period, however, additional costs were accrued for active employees, present values were adjusted for the passage of time and some benefits were paid to retirees. From this activity, we expected increase of \$133,000 in the UAAL, from \$604,000 to \$737,000. Thus, the actual UAAL is \$556,000 higher than expected.

Basic Valuation Results (Concluded)

The primary reasons for the increase in the UAAL are:

- A \$346,000 increase in the AAL which resulted because actual retiree healthcare premium rates increased *substantially* more than projected from the prior valuation;
- A \$124,000 increase in the AAL due to a change in discount rates used to develop the OPEB liability, from 5.38% to 4.79%;
- A \$44,000 increase in the AAL due to revised assumptions for future disability and service retirements, terminations prior to retirement and mortality before and after retirement, based on the *most recent CalPERS retirement plan experience study covering Authority employees*, including an updated projection of retiree life expectancy (mortality improvement);
- A \$116,000 increase in the AAL because, following a review of recent plan experience, we now assume that the retirees' portion of healthcare premiums increase more slowly than pace at which total healthcare premiums will increase in future years (in reality, the retiree's portion of premiums has not increased in many years);
- The remaining \$74,000 decrease in the AAL is due to a combination of these additional factors:
 - An updated model we used to developing age related retiree medical claim costs;
 - Plan experience relative to prior assumptions. One component of this experience relates to plan assets, which were about \$1,000 higher than projected, from trust earnings slightly higher than assumed. Plan experience also includes factors such as changes in plan membership, retiree elections and limits on benefits other than previously projected as well as the addition of new employees hired since July 1, 2013.

F. Funding Policy

The specific calculation of the ARC and annual OPEB expense for an employer depends on how the employer elects to fund these benefits. The funding levels can generally be categorized as follows:

1. *Prefunding*: contributing an amount greater than or equal to the ARC each year. Prefunding generally allows the employer to have the liability calculated using a higher discount rate, which in turn lowers the liability. In addition, following a prefunding policy does not build up a net OPEB obligation (or gradually reduces it to \$0), such as the 7.28% return on trust assets. We would be happy to illustrate prefunding results at the Authority's request.
2. *Pay-As-You-Go funding*: contributing only the amounts needed to pay retiree benefits in the current year; generally uses a lower discount rate, such as the 4.0% rate used in this report.
3. *Partial prefunding*: contributing more than the current year's retiree payments but less than 100% of the ARC; requires that liabilities be developed using a discount rate that "blends" the portions of benefits that are prefunded and those not. See Appendix 1 for this rate.

Determination of the ARC

The Annual Required Contribution (ARC) consists of two basic components, which have been adjusted with interest to the Authority's fiscal year end:

- The amounts attributed to service performed in the current fiscal year (the normal cost) and
- Amortization of the unfunded actuarial accrued liability (UAAL).

The ARCs for the fiscal years ending June 30, 2017 and June 30, 2018 are developed in Table 1B.

Decisions Affecting the Amortization Payment

The period and method for amortizing the AAL can significantly affect the ARC. GASB 45:

- Prescribes a maximum amortization period of 30 years and requires no minimum amortization period (except 10 years for certain actuarial gains). Immediate full funding of the liability is also permitted.
- Allows amortization payments to be determined (a) as a level percentage of payroll, designed to increase over time as payroll increases, or (b) as a level dollar amount much like a conventional mortgage, so that this component of the ARC does not increase over time. Where a plan is closed and has no ongoing payroll base, a level percent of payroll basis is not permitted.
- Allows the amortization period to decrease annually by one year (closed basis) or to be maintained at the same number of years (open basis).

Funding Policy Illustrated in This Report

It is our understanding that the Authority's prefunding policy includes amortization of the unfunded AAL on a level percent of pay basis over a closed 30-year period initially effective July 1, 2009; the remaining period used in determining the ARC for the fiscal year ending June 30, 2017 is 22 years.³

³ Where the UAAL is amortized on a level percent of pay basis, if all assumptions are met, the UAAL may increase, rather than decrease, in the earlier years of the amortization period.

G. Choice of Actuarial Funding Method and Assumptions

The ultimate real cost of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These expenditures are dependent only on the terms of the plan and the administrative arrangements adopted, and as such are not affected by the actuarial funding method. The actuarial funding method attempts to spread recognition of these expected costs on a level basis over the life of the plan, and as such sets the "incidence of cost". Methods that produce higher initial annual costs will produce lower annual costs later. Conversely, methods that produce lower initial costs will produce higher annual costs later relative to the other methods. GASB 45 allows a choice of six actuarial funding methods; a brief description of each is in the glossary.

Factors Impacting the Selection of Funding Method

While the goal of GASB 45 is to match recognition of retiree medical expense with the periods during which the benefit is earned, the funding methods differ because they focus on different financial measures in attempting to level the incidence of cost. Appropriate selection of a funding method contributes to creating intergenerational equity between generations of taxpayers. The impact of potential new employees entering the plan may also affect selection of a funding method, though this is not a factor in this plan.

We believe it is most appropriate for the plan sponsor to adopt a theory of funding and consistently apply the funding method representing that theory. This valuation was prepared using the entry age normal cost method with normal cost determined on a level percent of pay basis. The entry age normal cost method often produces initial contributions between those of the other more common methods and is generally regarded by pension actuaries as the most stable of the funding methods and is one of the most commonly used methods for GASB 45 compliance.

Factors Affecting the Selection of Assumptions

Special considerations apply to the selection of actuarial funding methods and assumptions for the Authority. The actuarial assumptions used in this report were chosen, for the most part, to be the same as the actuarial assumptions used for the most recent actuarial valuations of the retirement plans covering Authority employees. Other assumptions, such as age related healthcare claims, retiree participation rates and spouse coverage, were selected based on demonstrated plan experience and/or our best estimate of expected future experience. We will continue to gather information and monitor these assumptions for future valuations, as more experience develops.

In selecting an appropriate discount rate, GASB states that the discount rate should be based on the expected long-term yield of investments used to finance the benefits. The Authority has selected CERBT asset allocation strategy #1, which has published a long term expected return of 7.28%.

Where the funding policy provides that only a portion of benefit liabilities will be prefunded through a trust with the remainder funded on a pay-as-you-go basis, GASB 45 requires the discount rate reflect an appropriate blend between the prefunding and pay-as-you-go discount rates. With the Authority's approval, we assumed a 4.0% expected return for pay-as-you-go funding Appendix 1 provides details on how the blended discount rate of 4.79% was developed.

H. Certification

This report presents the results of our actuarial valuation of the other post-employment benefits provided by the Del Norte Solid Waste Management Authority. The purpose of this valuation was to provide the actuarial information required for the Authority's reporting under Statement 45 of the Governmental Accounting Standards Board. The calculations were focused on determining the plan's funded status as of the valuation date, developing the Annual Required Contribution and projecting the Net OPEB Obligations for the years to which this report is expected to be applied.

We certify that this report has been prepared in accordance with our understanding of GASB 45. To the best of our knowledge, the report is complete and accurate, based upon the data and plan provisions provided to us by the Authority. We believe the assumptions and method used are reasonable and appropriate for purposes of the financial reporting required by GASB 45. The results may not be appropriate for other purposes.

The undersigned individual is a Fellow in the Society of Actuaries and Member of the American Academy of Actuaries who satisfies the Academy Qualification Standards for rendering this opinion.

Signed: June 13, 2016

Catherine L. MacLeod, FSA, FCA, EA, MAAA

Table 1

Results for fiscal year ending 2016: The annual required contribution (ARC) and annual OPEB expense (AOE) for the Authority's fiscal year ending June 30, 2016 were developed as part of the July 2013 valuation, but the financial statement for that period has not yet been finalized. We have illustrated what we anticipate will be reported for OPEB under GASB 45 as of June 30, 2016 and included this information in Appendix 1. We use the net OPEB asset projected from this Appendix as the starting point for developing the net OPEB asset as of June 30, 2017, shown in Table 1B

Results for fiscal years 2017 and 2018: The basic results of our July 1, 2015 valuation of OPEB liabilities for the Authority calculated under GASB 45 are summarized in Section E. Those results are applied to develop the ARC, AOE and the net OPEB obligation (NOO) to be reported by the Authority for its fiscal years ending June 30, 2017 and June 30, 2018.

- The development of the ARC reflects the assumption that the Authority will:
 - a) pay retiree claims each year (and/or retiree premiums assessed by the County) and
 - b) Contribute \$11,125 each year to the trust.

If this understanding is incorrect or if actual Authority contributions are materially different, some of the results in this report should be revised.

- GASB 75 will not necessarily impact the development of results for funding purposes, though will change the development of the OPEB liability and expense information to be reported by the Authority in its financial statements for the fiscal year ending June 30, 2018. That information will need to be developed at a later date and is outside the scope of this report.

Employees reflected in future years' costs: The counts of active employees and retirees shown in Tables 1A and 1C are the same as the counts of active and retired employees on the valuation date. While we do not adjust these counts between valuation dates, the liabilities and costs developed for those years already anticipate the likelihood that some active employees may leave employment forfeiting benefits, some may retire and elect benefits and coverage for some of the retired employees may cease. However, because this valuation has been prepared on a closed group basis, no potential future employees are included. We will incorporate any new employees in the next valuation, in the same way we included new employees hired after July 2013 in this July 2015 valuation.

Table 1A
Summary of Valuation Results

This table provides valuation results for the fiscal years ending June 30, 2017 and June 30, 2018 determined on a partial prefunding basis. Some of these values have been adjusted from the basic valuation results presented in Section E to reflect accruals for the fiscal years to which the costs are being assigned.

Valuation date	Partial Prefunding Basis	
	7/1/2015	
For fiscal year beginning	7/1/2016	7/1/2017
For fiscal year ending	6/30/2017	6/30/2018
Long term asset return	7.28%	7.28%
Discount rate	4.79%	4.79%
Number of Covered Employees		
Actives	9	9
Retirees	2	2
Total Participants	11	11
Actuarial Present Value of Projected Benefits		
Actives	\$ 1,257,767	\$ 1,316,781
Retirees	851,369	853,311
Total APVPB	2,109,136	2,170,092
Actuarial Accrued Liability (AAL)		
Actives	670,748	776,450
Retirees	851,369	853,311
Total AAL	1,522,117	1,629,761
Actuarial Value of Assets	146,233	168,004
Unfunded AAL (UAAL)	1,375,884	1,461,757
Normal Cost	71,398	73,718
Benefit Payments		
Future Retirees	1,261	3,131
Current Retirees	38,857	42,343
Total	40,118	45,474

Table 1B
Calculation of the Annual Required Contribution

The following exhibit calculates the amortization payments and the annual required contribution (ARC) on a partial prefunding basis for the fiscal years ending June 30, 2017 and June 30, 2018.

Fiscal Year End	Partial Prefunding Basis	
	6/30/2017	6/30/2018
Funding Policy		
Discount rate	4.79%	4.79%
Amortization method	Level % of Pay	Level % of Pay
Initial amortization period (in years)	30	30
Remaining period (in years)	22	21
Determination of Amortization Payment		
UAAL	\$ 1,375,884	\$ 1,461,757
Factor	18.4654	17.7693
Payment	74,512	82,263
Annual Required Contribution (ARC)		
Normal Cost	71,398	73,718
Amortization of UAAL	74,512	82,263
Interest to 06/30	6,992	7,475
Total ARC at fiscal year end	152,902	163,456

While the following is not intended to be used to determine the normal cost or ARC in future years, this information may be of value for planning purposes:

Valuation date	7/1/2015	
	6/30/2017	6/30/2018
Fiscal Year End		
Projected covered payroll	\$ 215,576	\$ 222,582
Normal Cost as a percent of payroll	33.1%	33.1%
ARC as a percent of payroll	70.9%	73.4%
ARC per active ee	16,989	18,162

Table 1C
Expected OPEB Disclosures for FYE 2017 & 2018

The following exhibit develops the annual OPEB expense, estimates the expected OPEB contributions and projects the net OPEB obligation as of June 30, 2017 and June 30, 2018 reflecting the assumed partial prefunding policy described in this report.

Fiscal Year End	Partial Prefunding Basis	
	6/30/2017	6/30/2018
1. Calculation of the Annual OPEB Expense		
a. ARC for current fiscal year	\$ 152,902	\$ 163,456
b. Interest on Net OPEB Obligation (Asset) at beginning of year	15,564	20,298
c. Adjustment to the ARC	(18,432)	(24,980)
d. Annual OPEB Expense (a. + b. + c.)	150,034	158,774
2. Calculation of Expected Contribution		
a. Estimated payments on behalf of retirees	40,118	45,474
b. Estimated contribution to OPEB trust	11,125	11,125
c. Total Expected Employer Contribution	51,243	56,599
3. Change in Net OPEB Obligation (1.d. minus 2.c.)	98,791	102,175
Net OPEB Obligation (Asset), beginning of fiscal year	324,782	423,573
Net OPEB Obligation (Asset) at fiscal year end	423,573	525,748

In the table above, we assumed that the Authority will:

- Pay all retiree healthcare claims in excess of the portion which retirees are required to contribute (or pay amounts assessed to the Authority by the County).
- Contribute \$11,125 to the trust each year.

Notes on calculations above:

- Interest on the net OPEB obligation (or asset), shown above in item 1.b. is equal to the applicable discount rate (4.79%) multiplied by the net OPEB obligation (or asset) at the beginning of the year.
- The Adjustment to the ARC, shown above in item 1.c., is always the opposite sign of the net OPEB obligation or asset and exists to avoid double-counting of the amounts previously expensed but imbedded in the current ARC. This adjustment is calculated as *the opposite of* the net OPEB obligation (or asset) at the beginning of the year, plus interest on that amount (item 1.b.) with the sum then divided by the same amortization factor used to determine the ARC for this year (see the prior page for these factors).

Table 2
Summary of Employee Data

The Authority reported 9 active employees; of these, 6 are participating in the medical program and 3 employees were waiving coverage as of the valuation date. Age and service information for the reported individuals is provided below:

Distribution of Benefits-Eligible Active Employees							
Current Age	Years of Service					Total	Percent
	Under 1	1 to 4	5 to 9	10 to 14	20 & Up		
Under 25	1					1	11%
25 to 29						0	0%
30 to 34		1				1	11%
35 to 39						0	0%
40 to 44						0	0%
45 to 49					1	5	56%
50 to 54	1	2	1			2	22%
55 to 59	1		1			0	0%
60 to 64						0	0%
65 to 69						0	0%
70 & Up						0	0%
Total	3	3	2	0	1	9	100%
Percent	33%	33%	22%	0%	11%	100%	

	July 2013 Valuation	July 2015 Valuation
Annual Covered Payroll	\$192,720	\$208,790
Average Attained Age for Actives	44.5	48.3
Average Years of Service	5.5	4.6

There are also 2 retirees receiving benefits, whose ages are summarized in this chart.

Retirees By Age		
Employee	Age	Service
1	58.74	20.36
2	85.75	15.71
Average Age of Retirees:		72.24

The following provides a reconciliation of the numbers of active employees and retirees included in the July 1, 2013 valuation with those included in the July 1, 2015 valuation of the Authority's plan:

Reconciliation of County Plan Members Between Valuation Dates					
Status	Covered Actives	Waiving Actives	Covered Retirees	Covered Surviving Spouses	Total
Number reported as of July 1, 2013	7	0	2	0	9
New employees	-	4	-	-	4
Terminated employees	(2)	-	-	-	(2)
Number reported as of July 1, 2015	5	4	2	0	11

Table 3
Summary of Retiree Benefit Provisions

OPEB provided: The Authority reported the following OPEB: medical and dental coverage.

Access to coverage: This coverage is available to employees who retire after having attained age 50 (age 52 if a miscellaneous PEPRA employee, or earlier age in the event of approved disability retirement) and complete a minimum number of years of service with the Authority. The required years of service to be eligible for benefits varies based on employment date, as shown below:

Date of Hire	Years of Service
Before 1/1/07	5
1/1/07 - 10/31/09	10
1/1/09 and after	15

Benefits provided: The Authority permits eligible retirees to continue their medical and/or dental coverage through the Authority for their lifetime. The Authority then charges the retiree for coverage based on age, years of Authority service and coverage level (i.e., single, two-party or family coverage). The following table shows the monthly amounts paid by retirees in 2015 and in 2016 for medical and dental coverage:

Premium Rates Paid by Retirees Effective November 1, 2009 (current through 2016)						
Age	Under 65			65 and over		
	Retiree Only	Retiree & 1 Dependent	Retiree & 2+ Dependents	Retiree Only	Retiree & 1 Dependent	Retiree & 2+ Dependents
Years of Service	Cobra coverage for up to 18 months					
Less than minimum						
At least the minimum ¹ , but less than 16	\$ 386.06	\$ 748.89	\$ 1,127.20	\$ 225.00	\$ 439.91	\$ 555.15
At least 16, but less than 21	257.25	559.76	875.02	200.00	414.91	530.15
At least 21, but less than 25	128.68	343.59	458.83	175.00	389.91	505.15
At least 25 or more	-	214.91	344.50	150.00	364.91	480.15

¹The minimum refers to the minimum service required based on employment date, as described above.

Benefits continue for the retiree's lifetime and to any covered surviving dependents at time of the retiree's death. Survivors pay the applicable amount in the above table, based on their coverage level. Retirees age 65 and older may also choose to have dental only coverage by paying the dental only premium.

Current premium rates: The 2016 monthly healthcare premium rates are shown in the chart below and at right:

	Dental Only
Retiree	\$ 60
Retiree + 1	\$ 115
Retiree + 2	\$ 165

Del Norte County Monthly Active and Retiree Premiums Effective January 2016 (Medical & Dental)			
	Active Employees	Pre-Medicare Retirees	Medicare Retirees
Retiree	\$ 798	\$ 1,168	\$ 797
Retiree + 1	1,547	2,266	1,547
Retiree + 2	1,898	3,236	2,208
Retiree (1 Medicare, 1 Without)	N/A	1,965	1,965
Retiree (1 Medicare, 2 Without)	N/A	3,063	3,063
Retiree (2 Medicare, 1 Without)	N/A	2,715	2,715

Table 4
Actuarial Methods and Assumptions

Valuation Date	July 1, 2015
Funding Method	Entry Age Normal Cost, level percent of pay ⁴
Asset Valuation Method	Market value of assets
Long Term Return on Assets	7.28%
Discount Rate	4.79%
Participants Valued	Only current active employees and retired participants and covered dependents are valued. No future entrants are considered in this valuation.
Salary Increase	3.25% per year, used only to allocate the cost of benefits between service years
Assumed Wage Inflation	3.0% per year; used to determine amortization payments if developed on a level percent of pay basis
General Inflation Rate	2.75% per year

Demographic actuarial assumptions used in this valuation are based on the 2014 experience study of the California Public Employees Retirement System using data from 1997 to 2011, except for a different basis used to project future mortality improvements. Rates for selected age and service are shown below and on the following pages. The representative mortality rates were those published by CalPERS adjusted to back out 20 years of Scale BB to central year 2008 and then projected forward 6 years using Bickmore Scale 2014 to year 2014.

Mortality Before Retirement

Mortality rates in the table are from the CalPERS experience study, adjusted as described above.

These rates were then adjusted on a generational basis by Bickmore Scale 2014 to anticipate future mortality improvement each year until the expected payments in any future year occur.

CalPERS Public Agency Miscellaneous Non- Industrial Deaths		
Age	Male	Female
15	0.00020	0.00015
20	0.00028	0.00018
30	0.00051	0.00027
40	0.00070	0.00047
50	0.00147	0.00103
60	0.00340	0.00201
70	0.00619	0.00408
80	0.01157	0.00918

⁴ The level percent of pay aspect of the funding method refers to how the normal cost is determined. Use of level percent of pay cost allocations in the funding method is separate from and has no effect on a decision regarding use of a level percent of pay or level dollar basis for determining amortization payments.

**Table 4 - Actuarial Methods and Assumptions
(Continued)**

Mortality After Retirement Representative mortality rates for 2014 are shown in the charts below. The rates were then adjusted on a generational basis by Bickmore Scale 2014 to anticipate future mortality improvement.

Healthy Lives			Disabled Miscellaneous		
CalPERS Public Agency Miscellaneous, Police & Fire Post Retirement Mortality			CalPERS Public Agency Disabled Miscellaneous Post-Retirement Mortality From Jan 2014 Experience Study Report		
Age	Male	Female	Age	Male	Female
40	0.00103	0.00085	20	0.00548	0.00339
50	0.00475	0.00480	30	0.00717	0.00469
60	0.00785	0.00481	40	0.00887	0.00565
70	0.01541	0.01105	50	0.01594	0.01192
80	0.04556	0.03271	60	0.02530	0.01363
90	0.14423	0.10912	70	0.03394	0.02460
100	0.32349	0.29541	80	0.07108	0.05326
110	0.97827	0.97516	90	0.16458	0.14227
115	1.00000	1.00000			

Termination Rates

Miscellaneous Employees: Sum of Vested Terminated & Refund Rates From CalPERS Experience Study Report Issued January 2014						
Attained Age	Years of Service					
	0	3	5	10	15	20
15	0.1812	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.1742	0.1193	0.0946	0.0000	0.0000	0.0000
25	0.1674	0.1125	0.0868	0.0749	0.0000	0.0000
30	0.1606	0.1055	0.0790	0.0668	0.0581	0.0000
35	0.1537	0.0987	0.0711	0.0587	0.0503	0.0450
40	0.1468	0.0919	0.0632	0.0507	0.0424	0.0370
45	0.1400	0.0849	0.0554	0.0427	0.0347	0.0290

Service Retirement rates

The following miscellaneous retirement formulas apply:

If hired prior to 1/1/2013:	2% @ 55
If hired on or after 1/1/2013, Classic:	2% @ 55
If hired on or after 1/1/2013, PEPR:	2% @ 62

Tables showing sample rates of assumed retirement for various age and service combinations are shown in the two applicable tables on the following page.

**Table 4 - Actuarial Methods and Assumptions
 (Continued)**

Service retirement rates - continued

Miscellaneous Employees: 2% at 55 formula From CalPERS Experience Study Report Issued January 2014						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0140	0.0180	0.0210	0.0250	0.0270	0.0310
55	0.0480	0.0610	0.0740	0.0880	0.1000	0.1170
60	0.0670	0.0860	0.1030	0.1230	0.1390	0.1640
65	0.1550	0.1970	0.2380	0.2850	0.3250	0.3860
70	0.1300	0.1650	0.2000	0.2400	0.2720	0.3230
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

Miscellaneous "PEPRA" Employees: 2% at 62 formula From CalPERS Experience Study Report Issued January 2014						
Current Age	Years of Service					
	5	10	15	20	25	30
52	0.0103	0.0132	0.0160	0.0188	0.0216	0.0244
55	0.0440	0.0560	0.0680	0.0800	0.0920	0.1040
60	0.0616	0.0784	0.0952	0.1120	0.1288	0.1456
65	0.1287	0.1638	0.1989	0.2340	0.2691	0.3042
70	0.1254	0.1596	0.1938	0.2280	0.2622	0.2964
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

Disability Retirement Rates

CalPERS Public Agency Miscellaneous Disability From Jan 2014 Experience Study Report		
Age	Male	Female
20	0.00017	0.00010
25	0.00017	0.00010
30	0.00019	0.00024
35	0.00049	0.00081
40	0.00122	0.00155
45	0.00191	0.00218
50	0.00213	0.00229
55	0.00221	0.00179
60	0.00222	0.00135

Medicare Eligibility

Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at age 65.

**Table 4 - Actuarial Methods and Assumptions
(Continued)**

Healthcare Trend

Medical plan premiums and claims costs by age are assumed to increase once each year. The increases over the prior year's levels are assumed to be effective as shown below:

Effective January 1	Premium Increase	Effective January 1	Premium Increase
2016	Actual	2021	6.00%
2017	8.00%	2022	5.50%
2018	7.50%	2023	5.00%
2019	7.00%	2024	4.50%
2020	6.50%	& later	4.50%

Dental premiums are assumed to increase by 4.5% annually.

Retiree Cost Sharing

Retiree contributions toward coverage are assumed to increase at 3% per year.

Excise tax on high-cost plans

The expected value of excise taxes for high cost plan coverage for retirees, now effective in the year 2020, was included in this valuation. Annual threshold amounts for 2018 under the Affordable Care Act (ACA) were assumed to increase at the General Inflation Rate. A 40% excise tax rate was applied to the portion of premiums projected to exceed the threshold.

2018 Thresholds	Ages 55-64	All Other Ages
Single	11,850	10,200
Other than Single	30,950	27,500

Note: Thresholds for disability retirements are assumed to be set at a level high enough to prevent taxation on disabled retiree benefits.

Participation Rate

Active employees: The percentage assumed to continue their current plan election in retirement is based on years of Authority service:

Less than 16 years of service:	60%
At least 16, but less than 21:	80%
At least 21, but less than 25:	90%
25 or more:	100%

Retired participants: Existing medical plan elections are assumed to be continued until retiree's death.

Spouse Coverage

Active employees: 85% are assumed to be married at retirement and 75% of married employees are assumed to elect coverage for their spouse in retirement. Surviving

spouses are assumed to retain coverage until their death.
Husbands are assumed to be 3 years older than their wives.

**Table 4 - Actuarial Methods and Assumptions
(Continued)**

Spouse coverage (continued) *Retired participants:* Existing elections for spouse coverage are assumed to be maintained until the spouse's death. Actual spouse ages are used, where known; if not, husbands are assumed to be 3 years older than their wives.

Dependent Coverage 20% of active employees who retire with 21 or more years of service are assumed to cover one dependent (other than a spouse) until the retiree reaches age 62.
Retired participants covering dependent children are assumed to end such coverage when the youngest currently covered dependent reaches age 26.

Development of Age-related Medical Premiums Actual premium rates for retirees and their spouses were adjusted to an age-related basis by applying medical claim cost factors developed from the data presented in the report, "Health Care Costs – From Birth to Death", sponsored by the Society of Actuaries. A description of the use of claims cost curves is found in Bickmore's Age Rating Methodology provided in Addendum 1 to this report.

Representative claims costs derived for retirees for selected ages appear below:

Expected Monthly Claims by Medical Plan for Selected Ages									
Medical Plan	EIAHealth PPO 80/60								
Sample Ages	48	53	58	63	68	73	78	83	88
Males	\$ 635	\$ 839	\$ 1,069	\$ 1,326	\$ 543	\$ 599	\$ 635	\$ 645	\$ 617
Females	822	969	1,096	1,287	524	578	610	626	618

In developing these factors we assumed there were 1.7 children per participant covering children with an average age of 10.5. Actual spouse ages were used if available. Otherwise husbands were assumed to be 3 years older than their wives.

Changes Since the Prior Valuation:

Discount rate Decreased from 5.38% to 4.79%
 Assumed Wage Inflation Decreased from 3.25% to 3.0%
 General Inflation Rate Decreased from 3.0% to 2.75%
 Retiree cost sharing Because the retirees' portion of premiums have not increased in many years, we lowered out assumption

regarding future increases from the healthcare trend shown above to a constant 3.0% per year increase.

**Table 4 - Actuarial Methods and Assumptions
(Concluded)**

Demographic assumptions	Rates of assumed mortality, disability and retirement were updated from those provided in the CalPERS 2010 experience study report to those provided in the CalPERS 2014 experience study report. Mortality rates were further adjusted from the midpoint year of the CalPERS 2014 experience study (2008), then projected on a generational basis by Bickmore Scale 2014.
Healthcare trend	Medical plan premium rates are assumed to increase at a slightly lower rate in 2025 and later years than was assumed in the prior valuation, the result of a change in our methodology for estimating the potential impact of the excise tax for high cost plans under the Affordable Care Act.
Excise Tax Impact	We directly evaluated the potential impact of the excise tax attributable to retirees for high cost healthcare plans for retirees, as provided by the Affordable Care Act, rather than by adjustment to healthcare trend as in the 2013 valuation.
Participation Rate	The assumed percentage of active employees assumed to elect coverage through the Authority changed as follows:

Years of Service	% Assumed to Elect Coverage in Retirement	
	2013 Valuation	2015 Valuation
Less than 16	85%	60%
16	85%	80%
17	85%	80%
18	85%	80%
19	85%	80%
20	85%	80%
21	85%	90%
22	85%	90%
23	85%	90%
24	85%	90%
25 or more	85%	100%

Age-Related Medical Premiums	We modified the basis for developing age-related medical premiums based on updated research and data sponsored by the Society of Actuaries.
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Table 5
Projected Benefit Payments

The following is an estimate of other post-employment benefits to be paid on behalf of current retirees and current employees expected to retire from the Authority. Expected annual benefits have been projected on the basis of the actuarial assumptions outlined in Table 4.

These projections do not include any benefits expected to be paid on behalf of current active employees *prior to* retirement, nor do they include any benefits for potential *future employees* (i.e., those who might be hired in future years).

Projected Annual Benefit Payments			
Fiscal Year Ending June 30	Current Retirees	Future Retirees	Total
2016	\$ 37,391	\$ 400	\$ 37,791
2017	38,857	1,261	40,118
2018	42,343	3,131	45,474
2019	45,883	5,576	51,459
2020	49,481	8,807	58,288
2021	53,131	13,708	66,839
2022	44,866	19,822	64,688
2023	47,117	26,361	73,478
2024	49,293	35,869	85,162
2025	35,608	44,343	79,951
2026	36,645	50,533	87,178
2027	37,759	52,144	89,903
2028	38,958	40,690	79,648
2029	40,223	46,515	86,738
2030	41,544	46,337	87,881

The amounts shown above reflect amounts projected to be paid by the Authority toward retiree medical and dental claims in each of the years shown. The amounts are shown separately, and in total, for those retired on the valuation date ("current retirees") and those expected to retire after the valuation date ("future retirees").

Values above reflect both the Authority's portion of retiree premium payments as well as an implicit subsidy (difference between expected retiree claims and the retiree premium rate) anticipated in each year. The portion of costs expected to be paid by retirees are already excluded from these amounts.

Appendix 1 Development of Blended Discount Rate

The following outlines the methodology used to determine a blended discount rate for determining value of the Authority's OPEB obligations and Annual Required Contribution. The two-part process reflects both the value of funds already accumulated in an irrevocable OPEB trust as well as the expected level of future annual Authority contributions to the trust.

Step 1 - Calculation of Blended Discount Rate Based on Funded Ratio	
Trust assets, 7/1/2015	125,940
Assumed pay-as-you-go discount rate	4.00%
Assumed prefunding discount rate	7.28%
APVPB on 7/1/2015 determined using pre-funding rate	1,275,919
Assets as % of prefunding APVPB	9.87%
Blended discount rate based on funded ratio:	
a. 7.28% times 9.87%	0.72%
b. (100% - 9.87%) times 4.00%	3.61%
c. Sum of a. plus b.	4.32%

Step 2 - Determination of Blended Discount Rate Based on Expected Contribution for Fiscal Years Ending June 30, 2016			
Basis for contribution	Pay-As-You-Go	Prefunding	Additional
Contribution	\$ 37,791	\$ 108,000	\$ 11,125
Additional contribution as % of the difference between the contributions for Pay-As-You-Go and Pre-Funding			15.85%
Discount rate from Step 1			4.32%
Blended discount rate:			
a. 7.28% times 15.85%			1.15%
b. (100% - 15.85%) times 4.32%			3.64%
c. Sum of a. plus b.			4.79%

Appendix 2
Expected Disclosures for Fiscal Year End June 30, 2016

The annual OPEB expense and net OPEB obligation for the fiscal year ending June 30, 2016 were projected in the July 1, 2013 valuation and reflected Bickmore's understanding of OPEB contributions prior to that date. Since that valuation was prepared, the Authority has adjusted and updated its payments toward retiree premiums and contributions to CERBT through June 30, 2016.

The following exhibit updates the development of the annual OPEB expense and net OPEB obligation, providing the information assumed to be reported in the Authority's financial statements for the fiscal year ending June 30, 2016.

Fiscal Year End	6/30/2016
1. Calculation of the Annual OPEB Expense	
a. ARC for current fiscal year	\$ 102,969
b. Interest on Net OPEB Obligation (Asset) at beginning of year	14,718
c. Adjustment to the ARC	(15,548)
d. Annual OPEB Expense (a. + b. + c.)	102,139
2. Calculation of Expected Contribution	
a. Estimated payments on behalf of retirees	39,810
b. Estimated contribution to OPEB trust	11,125
c. Total Expected Employer Contribution	50,935
3. Change in Net OPEB Obligation (1.d. minus 2.c.)	51,204
Net OPEB Obligation (Asset), beginning of fiscal year	273,578
Net OPEB Obligation (Asset) at fiscal year end	324,782

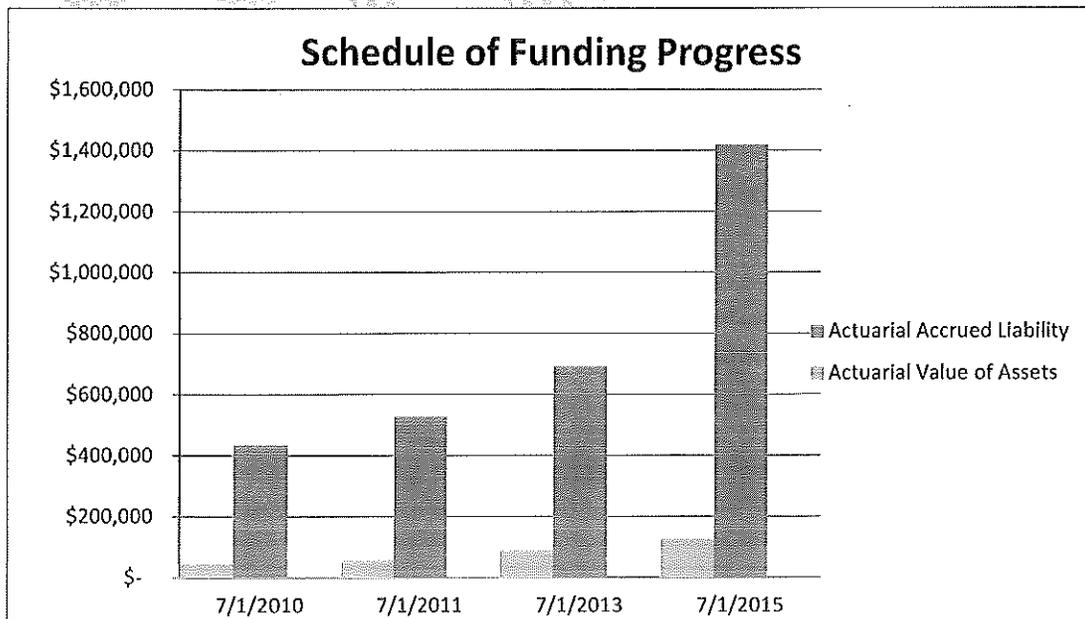
Appendix 3 General OPEB Disclosure and Required Supplementary Information

The information necessary to complete the OPEB footnote in the Authority's financial reports is summarized below, or we note the location of the information contained elsewhere in this report:

Summary of Plan Provisions:	See Table 3
OPEB Funding Policy:	See Section F; details are also provided in Tables 1A and 1C
Annual OPEB Cost and Net OPEB Obligation:	See Table 1B and 1D
Actuarial Methods and Assumptions:	See Table 4
Funding Status and Funding Progress:	See Section E – Basic Valuation Results

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (b)	Unfunded Actuarial Accrued Liability (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
7/1/2010	\$ 44,752	\$ 435,051	\$ 390,299	10.3%	\$ 294,812	132.4%
7/1/2011	\$ 58,086	\$ 528,091	\$ 470,005	11.0%	\$ 294,812	159.4%
7/1/2013	\$ 88,187	\$ 692,253	\$ 604,066	12.7%	\$ 192,720	313.4%
7/1/2015	\$ 125,940	\$ 1,419,422	\$ 1,293,482	8.9%	\$ 208,790	619.5%



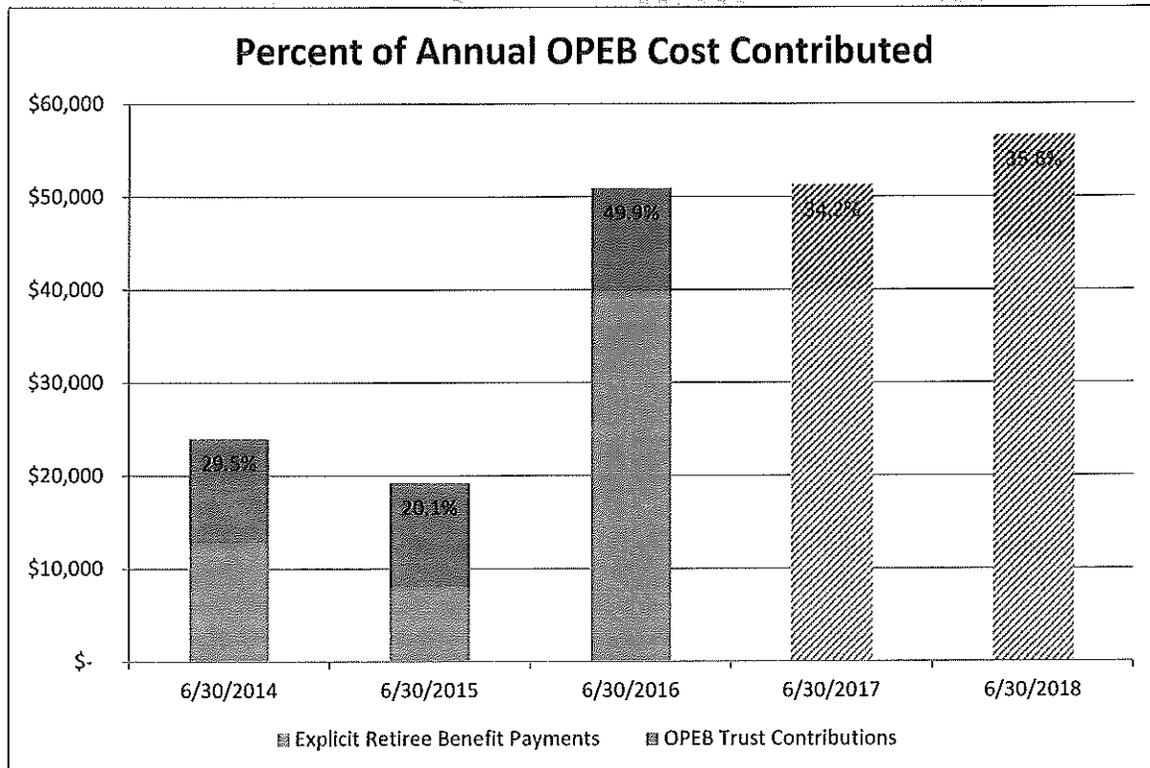
Other Post-Employment Benefit Programs of the Del Norte Solid Waste Management Authority
Actuarial Valuation as of July 1, 2015

**Appendix 2
(Concluded)**

Required Supplementary Information: Three Year History of Amounts Funded
See chart below:

OPEB Cost Contributed				
Fiscal Year Ended	Annual OPEB Cost	Employer OPEB Contributions	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation (Asset)
6/30/2014	\$ 81,396	\$ 24,025	29.5%	\$ 197,137
6/30/2015	\$ 95,664	\$ 19,223	20.1%	\$ 273,578
6/30/2016	\$ 102,139	\$ 50,935	49.9%	\$ 324,782
6/30/2017	\$ 150,034	\$ 51,243	34.2%	\$ 423,573
6/30/2018	\$ 158,774	\$ 56,599	35.6%	\$ 525,748

Italicized values above are estimates which may change if contributions are other than projected.



Addendum 1: Bickmore Age Rating Methodology

Both accounting standards (e.g. GASB 45) and actuarial standards (e.g. ASOP 6) require that expected retiree claims, not just premiums paid, be reflected in most situations where an actuary is calculating retiree healthcare liabilities. Unfortunately the actuary is often required to perform these calculations without any underlying claims information. In most situations, the information is not available, but even when available, the information may not be credible due to the size of the group being considered.

Actuaries have developed methodologies to approximate healthcare claims from the premiums being paid by the plan sponsor. Any methodology requires adopting certain assumptions and using general studies of healthcare costs as substitutes when there is a lack of credible claims information for the specific plan being reviewed.

Premiums paid by sponsors are often uniform for all employee and retiree ages and genders, with a drop in premiums for those participants who are Medicare-eligible. While the total premiums are expected to pay for the total claims for the insured group, on average, the premiums charged would not be sufficient to pay for the claims of older insureds, and would be expected to exceed the expected claims of younger insureds. An age-rating methodology takes the typically uniform premiums paid by plan sponsors and spreads the total premium dollars to each age and gender intended to better approximate what the insurer might be expecting in actual claims costs at each age and gender.

The process of translating premiums into expected claims by age and gender generally follows the steps below.

1. *Obtain or Develop Relative Medical Claims Costs by Age, Gender, or other categories that are deemed significant.* For example, a claims cost curve might show that, if a 50 year old male has \$1 in claims, then on average a 50 year old female has claims of \$1.25, a 30 year male has claims of \$0.40, and an 8 year old female has claims of \$0.20. The claims cost curve provides such relative costs for each age, gender, or any other significant factor the curve might have been developed to reflect. Table 4 provides the source of information used to develop such a curve and shows sample relative claims costs developed for the plan under consideration.
2. *Obtain a census of participants, their chosen medical coverage, and the premium charged for their coverage.* An attempt is made to find the group of participants that the insurer considered in setting the premiums they charge for coverage. That group includes the participant and any covered spouses and children. When information about dependents is unavailable, assumptions must be made about spouse age and the number and age of children represented in the population. These assumptions are provided in Table 4.
3. *Spread the total premium paid by the group to each covered participant or dependent based on expected claims.* The medical claims cost curve is used to spread the total premium dollars paid by the group to each participant reflecting their age, gender, or other relevant category. After this step, the actuary has a schedule of expected claims costs for each age and gender for the current premium year. It is these claims costs that are projected into the future by medical cost inflation assumptions when valuing expected future retiree claims.

The methodology described above is dependent on the data and methodologies used in whatever study might be used to develop claims cost curves for any given plan sponsor. These methodologies and assumptions can be found in the referenced paper cited as a source in the valuation report.

Addendum 2: Bickmore Mortality Projection Methodology

Actuarial standards of practice (e.g., ASOP 35, Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations, and ASOP 6, Measuring Retiree Group Benefits Obligations) indicate that the actuary should reflect the effect of mortality improvement (i.e., longer life expectancies in the future), both before and after the measurement date. The development of credible mortality improvement rates requires the analysis of large quantities of data over long periods of time. Because it would be extremely difficult for an individual actuary or firm to acquire and process such extensive amounts of data, actuaries typically rely on large studies published periodically by organizations such as the Society of Actuaries or Social Security Administration.

As noted in a recent actuarial study on mortality improvement, key principals in developing a credible mortality improvement model would include the following:

- (1) Short-term mortality improvement rates should be based on recent experience.
- (2) Long-term mortality improvement rates should be based on expert opinion.
- (3) Short-term mortality improvement rates should blend smoothly into the assumed long-term rates over an appropriate transition period.

The **Bickmore Scale 2014** was developed from a blending of data and methodologies found in two published sources: (1) the Society of Actuaries Mortality Improvement Scale MP-2014 Report, published in October 2014 and (2) the demographic assumptions used in the 2015 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, published July 2015.

Bickmore Scale 2014 is a two-dimensional mortality improvement scale reflecting both age and year of mortality improvement. The underlying base scale is Scale MP-2014 which has two segments – (1) historical improvement rates for the period 1951-2007 and (2) Scale MP-2014's best estimate of future mortality improvement for years 2008 and thereafter. The Bickmore scale uses the same improvement rates as the MP-2014 scale during the historical period 1951-2007. In addition, the Bickmore scale uses Scale MP-2014's best estimate of future mortality improvement for years 2008-2010. The Bickmore scale then transitions from the last used MP-2014 improvement rate in 2010 to the Social Security Administration (SSA) Intermediate Scale. This transition to the SSA Intermediate Scale occurs linearly over the 10 year period 2011-2020. After this transition period, the Bickmore Scale uses the constant mortality improvement rate from the SSA Intermediate Scale from 2020-2038. The SSA's Intermediate Scale has a final step down in 2039 which is reflected in the Bickmore scale for years 2039 and thereafter. Over the ages 100 to 115, the SSA improvement rate is graded to zero.

Scale MP-2014 can be found at the SOA website and the projection scales used in the 2015 Social Security Administrations Trustees Report at the Social Security Administration website.

Glossary

Actuarial Accrued Liability (AAL) – Total dollars required to fund all plan benefits attributable to service rendered as of the valuation date for current plan members and vested prior plan members; see “Actuarial Present Value”

Actuarial Funding Method – A procedure which calculates the actuarial present value of plan benefits and expenses, and allocates these expenses to time periods, typically as a normal cost and an actuarial accrued liability

Actuarial Present Value Projected Benefits (APVPB) – The amount presently required to fund all projected plan benefits in the future, it is determined by discounting the future payments by an appropriate interest rate and the probability of nonpayment.

Actuarial Value of Assets – The actuarial value of assets is the value used by the actuary to offset the AAL for valuation purposes. The actuarial value of assets may be the market value of assets or may be based on a methodology designed to smooth out short-term fluctuations in market values.

Aggregate – An actuarial funding method under which the excess of the actuarial present value of projected benefits over the actuarial accrued liability is levelly spread over the earnings or service of the group forward from the valuation date to the assumed exit date, based not on individual characteristics but rather on the characteristics of the group as a whole

Annual Required Contribution (ARC) – The amount the employer would contribute to a defined benefit OPEB plan for a given year, it is the sum of the normal cost and some amortization (typically 30 years) of the unfunded actuarial accrued liability

Annual OPEB Expense – The OPEB expense reported in the Agency’s financial statement, which is comprised of three elements: the ARC, interest on the net OPEB obligation at the beginning of the year and an ARC adjustment.

Attained Age Normal Cost (AANC) – An actuarial funding method where, for each plan member, the excess of the actuarial present value of benefits over the actuarial accrued liability (determined under the unit credit method) is levelly spread over the individual’s projected earnings or service forward from the valuation date to the assumed exit date

CalPERS – Many state governments maintain a public employee retirement system; CalPERS is the California program, covering all eligible state government employees as well as other employees of other governments within California who have elected to join the system

Defined Benefit (DB) – A pension or OPEB plan which defines the monthly income or other benefit which the plan member receives at or after separation from employment

Defined Contribution (DC) – A pension or OPEB plan which establishes an individual account for each member and specifies how contributions to each active member’s account are determined and the terms of distribution of the account after separation from employment

Glossary (Continued)

Discount Rate – The rate of return that could be earned on an investment in the financial markets; for GASB 45 purposes, the discount rate should be based on the expected long-term yield of investments used to finance the benefits. The discount rate is used to adjust the dollar value of future projected benefits into a present value equivalent as of the valuation date.

Entry Age Normal Cost (EANC) – An actuarial funding method where, for each individual, the actuarial present value of benefits is levelly spread over the individual’s projected earnings or service from entry age to the last age at which benefits can be paid

Excise Tax – The Affordable Care Act created a 40% excise tax on the value of “employer sponsored coverage” that exceeds certain thresholds. The tax is first effective in 2020.

Explicit Subsidy – The projected dollar value of future retiree healthcare costs expected to be paid directly by the Employer, e.g., the Employer’s payment of all or a portion of the monthly retiree premium billed by the insurer for the retiree’s coverage

Frozen Attained Age Normal Cost (FAANC) – An actuarial funding method under which the excess of the actuarial present value of projected benefits over the actuarial accrued liability (determined under the unit credit method) is levelly spread over the earnings or service of the group forward from the valuation date to the assumed exit date, based not on individual characteristics but rather on the characteristics of the group as a whole

Frozen Entry Age Normal Cost (FEANC) – An actuarial funding method under which the excess of the actuarial present value of projected benefits over the actuarial accrued liability (determined under the entry age normal cost method) is levelly spread over the earnings or service of the group forward from the valuation date to the assumed exit date, based not on individual characteristics but rather on the characteristics of the group as a whole

Financial Accounting Standards Board (FASB) – A private, not-for-profit organization designated by the Securities and Exchange Commission (SEC) to develop generally accepted accounting principles (GAAP) for U.S. public corporations

Government Accounting Standards Board (GASB) – A private, not-for-profit organization which develops generally accepted accounting principles (GAAP) for U.S. state and local governments; like FASB, it is part of the Financial Accounting Foundation (FAF), which funds each organization and selects the members of each board

Health Care Trend – The assumed rate(s) of increase in future dollar values of premiums or healthcare claims, attributable to increases in the cost of healthcare; contributing factors include medical inflation, frequency or extent of utilization of services and technological developments.

Implicit Subsidy – The projected difference between future retiree claims and the premiums to be charged for retiree coverage; this difference results when the claims experience of active and retired employees are pooled together and a ‘blended’ group premium rate is charged for both actives and retirees; a portion of the active employee premiums subsidizes the retiree premiums.

**Glossary
(Concluded)**

Net OPEB Obligation (Asset) - The net OPEB obligation (NOO) represents the accumulated shortfall of OPEB funding since GASB 45 was implemented. If cumulative contributions have exceeded the sum of the prior years' annual OPEB expenses, then a net OPEB asset results.

Non-Industrial Disability (NID) - Unless specifically contracted by the individual Agency, PAM employees are assumed to be subject to only non-industrial disabilities.

Normal Cost - Total dollar value of benefits expected to be earned by plan members in the current year, as assigned by the chosen funding method; also called current service cost

Other Post-Employment Benefits (OPEB) - Post-employment benefits other than pension benefits, most commonly healthcare benefits but also including life insurance if provided separately from a pension plan

Pay-As-You-Go (PAYGO) - Contributions to the plan are made at about the same time and in about the same amount as benefit payments and expenses coming due

PEMHCA - The Public Employees' Medical and Hospital Care Act, established by the California legislature in 1961, provides community-rated medical benefits to participating public employers. Among its extensive regulations are the requirements that a contracting Agency contribute toward medical insurance premiums for retired annuitants and that a contracting Agency file a resolution, adopted by its governing body, with the CalPERS Board establishing any new contribution.

Plan Assets - The value of cash and investments considered as 'belonging' to the plan and permitted to be used to offset the AAL for valuation purposes. To be considered a plan asset, GASB 45 requires (a) the assets to be segregated and restricted in a trust or similar arrangement, (b) employer contributions to the trust to be irrevocable, (c) the assets be dedicated to providing benefits to retirees and their beneficiaries, and (d) that the assets be legally protected from creditors of the employer and/or plan administrator. See also "Actuarial Value of Assets"

Public Agency Miscellaneous (PAM) -

Projected Unit Credit (PUC) - An actuarial funding method where, for each individual, the projected plan benefit is allocated by a consistent formula from entry date to assumed exit date

Public Agency Miscellaneous (PAM) - Non-safety public employees.

Select and Ultimate - Actuarial assumptions which contemplate rates which differ by year initially (the select period) and then stabilize at a constant long-term rate (the ultimate rate)

Unfunded Actuarial Accrued Liability (UAAL) - The excess of the actuarial accrued liability over the actuarial value of plan assets

Unit Credit (UC) - An actuarial funding method where, for each individual, the unprojected plan benefit is allocated by a consistent formula from entry date to assumed exit date

Vesting - As defined by the plan, requirements which when met make a plan benefit nonforfeitable on separation of service before retirement eligibility



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Director's Report

Date: 15 June 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director 
File Number: **231501 – Authority Work Plans**

Summary: The Del Norte Solid Waste Management Authority continues to operate the Klamath, Gasquet and Del Norte County Transfer Stations and to provide required monitoring, accounting and reports to overseeing agencies. Authority staff provide these services without any financial support from the City of Crescent City or the County of Del Norte, and without receiving a penny of taxes. The rates charged at Authority-managed facilities continue to be lower than any comparable facilities in Humboldt or Curry Counties.

This is a very full agenda. In addition to our regular business at today's meeting, the Authority Board will consider:

- Adopting a rate ordinance, enacting a new textile recycling service starting in August.
- Adopting the Second Amended Joint Powers Agreement forming the Authority, simplifying the process for adopting the annual budget, appointing the public Commissioner, and approving rate ordinances.
- Adopting a Memorandum of Understanding with the union representing the Del Norte Solid Waste Management Authority Employees
- Adopting the Authority's budget for fiscal year 16/17
- Approving submittal of a revised grant application to the US Forest Service to coordinate and assist with cleanup activities in the Six Rivers National Forest

3.1



Consent Agenda Items:

2.2 This draft MOU clarifies the understanding and respective responsibilities and expectations between the Authority and the chamber regarding recycling containers that the Authority has procured and provided.

2.3 This survey is conducted every five years under a requirement from the North Coast Regional Water Quality Control Board. It shows areas of settlement of the landfill mound.

Item 2.5 is a Budget Transfer. The relatively high amount of this budget transfer is based on the projections that more material is flowing through the transfer station than was projected, so we need to increase the budget line from which we pay Hambro/WSG. At this point, projections indicate that if no changes were made, this budget line would fall \$73,400 short. In an effort to make this change once, this budget transfer would add \$74,000 to this line. As increased tonnage also increases gate receipts, we add this amount primarily by increasing our projected gate tipping fees by \$72,000. As Hambro/WSG is also paid to dispose materials from the Gasquet and Klamath Transfer Stations, \$2,000 of this amount will be paid from Authority Service Fees.

The remainder of additional expenses are addressed by increasing the budget line for Franchise fees by \$9,172, which are also being received above initial projections. The largest of these expenses, \$4,140 is for an update of our Scale Management System Software by Creative Information Systems, including conversions of our customer and ticket database and training. We have deferred this update for over a year. The second largest budget increase is for City Collections. Authority staff have been working with City staff to reduce the trash collection frequency at the Cultural Center during winter months, and to establish a recycling system for this building which we hope will reduce these expenses in the coming fiscal year. There is a \$1,000 increase to legal counsel primarily associated with additional legal efforts related to the negotiation of an MOU with the Del Norte Solid Waste Management Authority Employee's Union as represented by SEIU local 1021. We are slightly increasing the budget for vehicle maintenance by \$800 so we can repair a small hole in the roof of the Authority's 4-Runner and paint it. There is also a slight increase of \$600 to the budget for Treasurer Rich Taylor's services. Household expenses are increasing by \$520 for the purchase of two standing desks. Finally, this budget transfer adds \$100 to a new budget line item for clothing. We purchased two rain jackets in safety colors for use by gate staff.

Financial Reports: Item 1.4 is the draft GASB 45 Actuarial Report from Bickmore. Our agency is required to complete this report, which documents the outstanding liabilities associated with post-employment benefits.

Facilities: The RAC grant application does include support for placing rocks and/or

fences to increase site security at the Gasquet Transfer Station.

Community Cleanup: This past month, the Authority supported Crescent City's Clean Sweep – the Authority shared ad expenses, and waived fees. Hambro/WSG also waived their fees. Also, Recology Del Norte completed their annual brush collection, and over 10,000 pounds of brush that were collected.

Item 7.5 is the RAC Grant revision, which is primarily focused on cleanups of illegal dump sites in the Six Rivers National Forest, but will also establish contractual relationships with cleanup crews that the Authority may be able to use for other cleanup projects.

Vendor Contract Management and Oversight: **Agenda Item 5.1** is a status report regarding discussions between the Authority's Recycling Ad Hoc Committee, Recology Del Norte and Julindra regarding Julindra's request to cease processing several materials as recyclable commodities.

Item 6.1 is a request from Hambro/WSG for additional compensation based on the delayed implementation of the annual CPI-based rate adjustment, which normally would go into effect on July 1.

Item 6.2 is a summary of the first Mattress Collection Event held on June 4.

Staff have also had meetings with Hambro/WSG developing an outreach strategy in preparation for the start of textile recycling at the Del Norte County Transfer Station starting August 1st.

Finances and Audits: **Agenda Item 7.1** is the Rate Ordinance enacting the rate changes in the Contract Amendment and Change Orders. As the disposal increase associated with changes in Oregon law are new rates, those changes must be enacted using an Ordinance. The laws and regulations pertaining to rate ordinances will not enable the Authority to enact these changes by July 1, so these rate changes will become effective on 01 August 2016. **Agenda item 7.2** is the proposed Authority budget for fiscal year 2016/ 2017. **Agenda item 7.3** is the final step in modifying the Joint Powers Agreement in ways that could simplify the annual approval process for the Authority Budget.

Compliance: **Agenda Item 3.1** has been submitted to Gina Morrison of the North Coast Regional Water Quality Control Board. This report recommends that the Threat/Complexity rating for the Crescent City Landfill be reduced to 2B. Staff have not paid the outstanding balance of the WDR permit fee, nor have we been contacted by a collection agency in this regard.

Administration: **Agenda item 7.3** is a possible modification of the Joint Powers Agreement to reduce the variety of circumstances that require actions of the Authority Board to also be ratified by the City Council and Board of Supervisors. The Board of Supervisors suggested additional minor changes, so this issue returns to the Authority Board having been approved by both the Crescent City Council and the Del Norte County Board of Supervisors.

Agenda Item 7.6 is a status report regarding the process for redesignation of the North Coast Recycling Market Development Zone.

Personnel / Staffing: All Authority-managed facilities were open during posted hours and all shifts were covered.

Item 7.5 is the MOU negotiated with SEIU Local 1021 representing the Del Norte Solid Waste Management Authority Employees. The proposed budget incorporates projected expenses associated with the current status of those negotiations.

Solid Waste
Balance Sheet
 April 30, 2016

Unaudited

ASSETS

422 010 0000	Cash Solid Waste	843,449.61
422 010 00300	Imprest Cash	3,500.00
422 010 00500	I Bank Loan Deposit Held by County	198,177.17
422 010 01100	Accounts Receivable	2,829.64
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(157,499.00)
422 010 03450	Accum Depr Bldg & Improv	(100,380.00)
422 010 03460	Accum Depr Transfer Station	(837,202.00)
	Total Assets	<u><u>4,012,948.50</u></u>

LIABILITIES AND FUND EQUITY

422 010 05105	Sales Tax Payable	66.11
422 010 05210	Sublease Payable	2,727,290.50
422 010 05300	Compensated Absences Payable	45,281.00
422 010 05400	Deferred Revenue	2,331.64
422 010 05500	Post Closure Liability	2,180,935.25
422 010 05600	Net OPEB Obligation	273,578.00
422 010 07100	Fund Balance	(2,059,192.90)
422 010 09600	Investment in Capital Assets net of related debt	578,198.00
	Revenue	2,407,473.84
	Expenditure	(2,143,012.94)
	Total Liabilities and Fund Equity	<u><u>4,012,948.50</u></u>

Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of June 2, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Affordable Home & Rental Rep.	171.63	142.94	0.00	0.00	0.00	314.57
Aladdin Realty	3.55	0.00	0.00	0.00	0.00	3.55
Alexandre EcoDairy Farms	723.53	0.00	0.00	0.00	0.00	723.53
Babich Construction	195.57	0.00	0.00	0.00	0.00	195.57
Benner Mini Storage	424.53	0.00	0.00	0.00	0.00	424.53
Borges Dairy	272.75	237.39	0.00	0.00	0.00	510.14
Brown, Hector	638.27	0.00	0.00	0.00	0.00	638.27
Cal-Trans	79.34	0.00	0.00	0.00	0.00	79.34
California Auto Image	271.50	0.00	0.00	0.00	0.00	271.50
California Construction Co.	13.45	0.00	0.00	0.00	0.00	13.45
California Dept. Parks & Rec.	691.83	0.00	0.00	0.00	0.00	691.83
Castlerock Countertop's	24.17	0.00	0.00	0.00	0.00	24.17
Certified Construction	0.00	0.00	0.00	0.00	0.00	0.00
Certified Plumbing Co.	0.00	0.00	0.00	0.00	12.76	12.76
Cetnar Construction Inc.	41.23	82.44	0.00	0.00	0.00	123.67
Chimney Kraft	12.79	0.00	0.00	0.00	0.00	12.79
City of Crescent City.	112.30	0.00	0.00	0.00	0.00	112.30
College of the Redwoods	26.80	0.00	0.00	0.00	0.00	26.80
Cornerstone Assembly of God	73.93	102.36	0.00	0.00	0.00	176.29
Crescent Ace Hardware.	284.29	0.00	0.00	0.00	0.00	284.29
Crescent City KOA	210.38	0.00	0.00	0.00	0.00	210.38
Crescent Senior Estates	36.12	0.00	0.00	0.00	0.00	36.12
Del Norte Ambulance	10.10	0.00	0.00	0.00	0.00	10.10
Del Norte Office Supply.	46.91	0.00	0.00	0.00	0.00	46.91
Del Norte Roofing	0.00	12.79	0.00	0.00	0.00	12.79
DN Unified School District	170.57	0.00	0.00	0.00	0.00	170.57
DNC Abandoned Vehicle Abatement	1,169.76	0.00	0.00	0.00	0.00	1,169.76
Elk Valley Storage	14.22	0.00	0.00	0.00	0.00	14.22
Ellers Fort Dick Market	344.00	231.70	0.00	0.00	0.00	575.70
Fashion Blacksmith	7.10	0.00	0.00	0.00	0.00	7.10
G. H. Outreach	784.57	0.00	0.00	0.00	0.00	784.57
Gasquet Mobile Home Park	38.03	0.00	0.00	0.00	0.00	38.03
Golden State Construction	250.19	0.00	0.00	0.00	0.00	250.19
GR Construction	251.56	0.00	0.00	0.00	0.00	251.56
Green Scapes	22.41	148.26	0.00	0.00	0.00	170.67
Griffin's Furniture Outlet	51.92	0.00	0.00	0.00	0.00	51.92
Hambro/Waste Solutions Group	16.78	0.00	0.00	0.00	0.00	16.78
Hank's Hauling	126.51	0.00	0.00	0.00	0.00	126.51
Hartley Construction	277.19	581.40	0.00	0.00	0.00	858.59
HASP / Jordan Recovery Centers	579.98	0.00	0.00	0.00	0.00	579.98
Hemmingsen Contracting Company	73.92	0.00	0.00	0.00	0.00	73.92
Hintz Construction*CLOSED*	0.00	0.00	0.00	0.00	127.60	127.60
Hiouchi Community Fellowship	49.75	0.00	0.00	0.00	0.00	49.75
Investment Realty	110.87	221.41	0.00	0.00	0.00	332.28
Kays, Matthew J.	17.06	0.00	0.00	0.00	0.00	17.06
Kirkland's Lawn & Yard Service	546.89	0.00	0.00	0.00	0.00	546.89
Kraft, Tom & Patti	100.92	0.00	0.00	0.00	0.00	100.92
Larson Services	25.59	0.00	0.00	0.00	0.00	25.59
LNL Design and Construction	18.48	0.00	0.00	0.00	0.00	18.48
Loren Stonebrink Const	139.31	0.00	0.00	0.00	0.00	139.31
Madrone Court	6.97	0.00	0.00	0.00	0.00	6.97
Malloroy Construction	0.00	8.60	0.00	0.00	0.00	8.60
Mark Wooding Construction	0.00	0.00	0.00	0.00	-120.00	-120.00
Mastaloudis Homes Inc.	13.16	1.49	0.00	0.00	0.00	14.65
McCullough Construction, Inc.	7,739.52	0.00	0.00	0.00	0.00	7,739.52
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Mountain Power Tree Co	15.64	0.00	0.00	0.00	0.00	15.64
Mow Blow and Go	104.23	0.00	0.00	0.00	0.00	104.23
Murray Construction	59.70	0.00	0.00	0.00	0.00	59.70
New Dawn Support Services	224.72	0.00	0.00	0.00	0.00	224.72
Niehoff Construction	77.90	0.00	0.00	0.00	0.00	77.90
North Coast Properties	34.12	0.00	0.00	0.00	0.00	34.12
North Woods Realty	11.37	0.00	0.00	0.00	0.00	11.37
Northridge Electric	32.69	0.00	0.00	0.00	0.00	32.69
Pacific Northwest Physical Therapy	42.64	0.00	0.00	0.00	0.00	42.64
Pappas Dry Wall	123.17	0.00	0.00	0.00	0.00	123.17

10:04 AM

06/14/16

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of June 2, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Parkway Feed	71.08	0.00	0.00	0.00	0.00	71.08
Pebble Beach Apartments	93.81	0.00	0.00	0.00	0.00	93.81
Pelican Bay Evangelical Free Church	14.22	0.00	0.00	0.00	0.00	14.22
Pelican Bay Roofing Co.	0.00	380.96	0.00	0.00	0.00	380.96
Piunkett's Family Painting	50.05	0.00	0.00	0.00	0.00	50.05
Porter's Trucking *CLOSED*	0.00	0.00	0.00	0.00	2,033.84	2,033.84
Ray's Mobile Home Service	232.02	0.00	0.00	0.00	0.00	232.02
Recology Del Norte (Franchise)	106,556.28	0.00	0.00	0.00	0.00	106,556.28
Recology Del Norte (Prison)	12,827.63	0.00	0.00	0.00	0.00	12,827.63
Red Sky Roofing	15,108.19	13,126.27	0.00	0.00	0.00	28,234.46
Redwood Community Action Agency	90.97	133.62	0.00	0.00	0.00	224.59
Redwood National Park	1,317.12	0.00	0.00	0.00	0.00	1,317.12
Reservation Ranch	733.50	1,308.32	1,076.08	0.00	0.00	3,117.90
Richard Brown Construction	15.64	0.00	0.00	0.00	0.00	15.64
Richterich & Jones Const	44.07	0.00	0.00	0.00	0.00	44.07
Rick Parker Construction	1,273.31	0.00	0.00	0.00	0.00	1,273.31
Ritchie Homes	42.65	52.60	0.00	0.00	0.00	95.25
Rogers, Luu T.	101.56	0.00	0.00	0.00	0.00	101.56
Ruiz Construction	32.69	0.00	0.00	0.00	0.00	32.69
S.O.S. Construction	24.17	0.00	0.00	0.00	0.00	24.17
Seawood Village	2,577.32	0.00	0.00	0.00	0.00	2,577.32
Shangri-La Trailer Court	108.73	0.00	0.00	0.00	0.00	108.73
Smith River Equipment	61.12	0.00	0.00	0.00	0.00	61.12
Smith River Rancheria	2,423.05	0.00	0.00	0.00	0.00	2,423.05
Spruce Haven Mobile Home Park	27.65	0.00	0.00	0.00	0.00	27.65
Steel	79.60	106.90	39.01	0.00	0.00	225.51
Stephen F White Gen.Cont. Inc.	57.01	0.00	0.00	0.00	0.00	57.01
Stone Roofing	5,056.29	0.00	0.00	0.00	0.00	5,056.29
Sutter Coast Hospital	160.63	0.00	0.00	0.00	0.00	160.63
Swanson, Ray C. Construction	49.75	0.00	0.00	0.00	0.00	49.75
Tab & Associates	454.02	0.00	0.00	0.00	0.00	454.02
Tim Haban Construction	81.02	0.00	0.00	0.00	0.00	81.02
Van Arsdale Construction	2,462.04	0.00	0.00	0.00	0.00	2,462.04
Van Nocker's Cleaning	15.64	0.00	0.00	0.00	0.00	15.64
Wigley Contracting	17.06	0.00	0.00	0.00	0.00	17.06
Winn's Maintenance Service	0.00	132.79	0.00	0.00	0.00	132.79
Yurok Economic Dev Corp	49.69	0.00	0.00	0.00	0.00	49.69
Yurok Tribe	280.04	0.00	226.25	0.00	0.00	506.29
TOTAL	170,628.00	17,012.24	1,341.34	0.00	2,045.00	191,026.58

DNSWMA			
GRAND TOTALS			
MAY 2016			
	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	33.47%	
DNCTS Cash Total	32,386.73	16,293.16	48,679.89
DNCTS Charge Total	121,030.60	60,888.23	181,918.83
DNCTS Credit/Debit	16,806.31	8,454.94	25,261.25
<i>DNCTS Totals</i>	170,223.64	85,636.33	255,859.97
Klamath Cash Total		3,847.13	3,847.13
Klamath Charge Total		49.69	49.69
<i>Klamath Totals</i>		3,896.82	3,896.82
Gasquet Cash Total		1,382.95	1,382.95
Gasquet Charge Total		38.03	38.03
<i>Gasquet Totals</i>		1,420.98	1,420.98
Adjustments			
GRAND TOTALS	170,223.64	90,954.13	261,177.77

3.4

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: May 2016

Date	Cash		Checks		Cash/Check		Master	Discover	AmExp	Credit Card Total	Charges	Grand Total	66.53%		33.47%		Total
	Cash	Checks	Total	Cash/Check	91003	91004							91003	91004			
1	\$ 1,739.50	\$ 220.31	\$ 1,959.81		\$ 956.62	\$ 112.30			\$ 25.59	\$ 1,094.51	\$ 1,104.71	\$ 4,159.03	\$ 1,303.86	\$ 655.95	\$ 12.00	\$ 1,971.81	
2	\$ 1,376.83	\$ 193.94	\$ 1,570.77		\$ 1,161.46	\$ 28.50			\$ 31.27	\$ 1,221.23	\$ 14,233.84	\$ 17,025.24	\$ 1,044.63	\$ 525.54		\$ 1,570.17	
3	\$ 1,596.72	\$ 162.19	\$ 1,758.91		\$ 1,351.50	\$ 7.10	\$ 12.79			\$ 1,371.39	\$ 13,955.73	\$ 17,086.03	\$ 1,170.20	\$ 588.71	\$ 1.43	\$ 1,760.34	
4	\$ 1,475.56	\$ 131.92	\$ 1,607.48		\$ 1,066.25	\$ 64.32				\$ 1,130.37	\$ 7,750.21	\$ 10,488.26	\$ 1,069.46	\$ 538.02	\$ 1.05	\$ 1,608.53	
5	\$ 1,337.24	\$ 122.24	\$ 1,459.48		\$ 357.93	\$ 23.16			\$ 11.37	\$ 392.46	\$ 10,809.48	\$ 12,661.42	\$ 970.99	\$ 488.49	\$ (10.50)	\$ 1,448.98	
6	\$ 1,451.23	\$ 85.30	\$ 1,536.53		\$ 79.96				\$ 7.10	\$ 87.06	\$ 6,672.36	\$ 8,295.95	\$ 1,022.25	\$ 514.28	\$ 0.17	\$ 1,536.70	
7	\$ 2,553.40	\$ 358.84	\$ 2,912.24								\$ 217.49	\$ 3,129.73	\$ 1,937.51	\$ 974.73	\$ (0.08)	\$ 2,912.16	
8	\$ 1,414.98	\$ 317.26	\$ 1,732.24		\$ 544.01	\$ 38.21				\$ 582.22	\$ 929.60	\$ 3,244.06	\$ 1,152.46	\$ 579.78	\$ (0.26)	\$ 1,731.98	
9	\$ 1,404.65	\$ 96.97	\$ 1,501.62		\$ 578.15	\$ 7.10				\$ 585.25	\$ 12,267.35	\$ 14,354.22	\$ 999.03	\$ 502.59	\$ (0.05)	\$ 1,501.57	
10	\$ 1,415.10	\$ 126.21	\$ 1,541.31		\$ 1,033.16	\$ 43.94				\$ 1,077.10	\$ 10,125.27	\$ 12,743.68	\$ 1,025.43	\$ 515.88	\$ 0.20	\$ 1,541.51	
11	\$ 1,678.61	\$ 56.86	\$ 1,735.47		\$ 391.94	\$ 106.77	\$ 21.32			\$ 520.03	\$ 5,333.36	\$ 7,588.86	\$ 1,154.61	\$ 580.86	\$ (0.24)	\$ 1,735.23	
12	\$ 1,320.94	\$ 170.59	\$ 1,491.53		\$ 865.63	\$ 28.43	\$ 22.11			\$ 916.17	\$ 7,991.59	\$ 10,399.29	\$ 992.31	\$ 499.22	\$ 0.05	\$ 1,491.58	
13	\$ 1,561.20	\$ 73.57	\$ 1,634.77		\$ 658.12	\$ 6.40	\$ 18.70			\$ 683.22	\$ 6,443.85	\$ 8,761.84	\$ 1,087.61	\$ 547.16	\$ 12.79	\$ 1,647.56	
14	\$ 1,401.24	\$ 726.66	\$ 2,127.90		\$ 1,130.79	\$ 80.63				\$ 1,211.42	\$ 478.42	\$ 3,817.74	\$ 1,415.69	\$ 712.21	\$ 0.38	\$ 2,128.28	
15	\$ 1,365.77	\$ 186.14	\$ 1,551.91		\$ 888.58	\$ 17.21				\$ 905.79	\$ 1,389.44	\$ 3,847.14	\$ 1,032.49	\$ 519.42	\$ 1.10	\$ 1,553.01	
16	\$ 1,649.87	\$ 223.05	\$ 1,872.92		\$ 1,231.67	\$ 39.16			\$ 17.06	\$ 1,287.89	\$ 7,728.41	\$ 10,889.22	\$ 1,246.05	\$ 626.87		\$ 1,872.92	
17	\$ 1,218.59	\$ 130.24	\$ 1,348.83		\$ 705.24	\$ 29.85			\$ 9.95	\$ 745.04	\$ 8,913.56	\$ 11,007.43	\$ 897.38	\$ 451.45	\$ 99.98	\$ 1,358.81	
18	\$ 1,018.04	\$ 153.93	\$ 1,171.97		\$ 378.22	\$ 8.53	\$ 41.22			\$ 427.97	\$ 4,659.46	\$ 6,259.40	\$ 779.71	\$ 392.26	\$ (66.56)	\$ 1,165.41	
19	\$ 1,197.97	\$ 73.92	\$ 1,271.89		\$ 594.92	\$ 28.01	\$ 36.96			\$ 666.99	\$ 7,603.37	\$ 9,542.25	\$ 846.19	\$ 425.70	\$ 19.55	\$ 1,291.44	
20	\$ 882.77	\$ 62.34	\$ 945.11		\$ 783.21	\$ 51.17				\$ 834.38	\$ 7,036.60	\$ 8,816.09	\$ 628.78	\$ 316.33	\$ (8.58)	\$ 936.53	
21	\$ 1,062.19	\$ 45.46	\$ 1,107.65		\$ 652.10	\$ 8.53			\$ 23.74	\$ 684.37	\$ 83.88	\$ 1,875.90	\$ 736.92	\$ 370.73	\$ (0.16)	\$ 1,107.49	
22	\$ 1,141.93	\$ 318.40	\$ 1,460.33		\$ 440.03	\$ 18.48			\$ 11.37	\$ 476.98	\$ 70.81	\$ 2,008.12	\$ 971.56	\$ 488.77		\$ 1,460.33	
23	\$ 1,799.00	\$ 67.38	\$ 1,866.38		\$ 916.92	\$ 28.42				\$ 945.34	\$ 7,626.66	\$ 10,438.38	\$ 1,241.70	\$ 624.68	\$ (0.55)	\$ 1,865.83	
24	\$ 1,244.29	\$ 339.53	\$ 1,583.82		\$ 924.36	\$ 99.88				\$ 1,024.24	\$ 8,793.26	\$ 11,401.32	\$ 1,053.72	\$ 530.10	\$ 0.30	\$ 1,584.12	
25	\$ 1,023.94	\$ 186.21	\$ 1,210.15		\$ 986.51	\$ 11.37				\$ 997.88	\$ 4,594.03	\$ 6,792.06	\$ 805.11	\$ 405.04	\$ 1.75	\$ 1,211.90	
26	\$ 1,013.58	\$ 115.57	\$ 1,129.15		\$ 672.90	\$ 64.90			\$ 72.50	\$ 810.30	\$ 7,413.34	\$ 9,352.79	\$ 751.22	\$ 377.93	\$ (1.36)	\$ 1,127.79	
27	\$ 1,420.88	\$ 244.27	\$ 1,665.15		\$ 1,137.52	\$ 67.87				\$ 1,205.39	\$ 6,214.75	\$ 9,085.29	\$ 1,107.82	\$ 557.33	\$ 0.30	\$ 1,665.45	
28	\$ 1,474.31	\$ 237.93	\$ 1,712.24		\$ 1,094.62	\$ 92.27				\$ 1,186.89	\$ 1,037.70	\$ 3,936.83	\$ 1,139.15	\$ 573.09	\$ (0.03)	\$ 1,712.21	
29	\$ 1,215.45	\$ 251.97	\$ 1,467.42		\$ 756.01	\$ 46.90	\$ 52.60			\$ 855.51	\$ 915.45	\$ 3,238.38	\$ 976.27	\$ 491.15	\$ (22.69)	\$ 1,444.73	
30	CLOSED																
31	\$ 2,024.82	\$ 720.69	\$ 2,745.51		\$ 1,125.97	\$ 159.20				\$ 1,333.66	\$ 9,534.85	\$ 13,614.02	\$ 1,826.59	\$ 918.92	\$ 2.27	\$ 2,747.78	
TOTALS	\$ 42,480.60	\$ 6,199.29	\$ 48,679.89		\$ 23,464.30	\$ 1,318.61	\$ 2,127.80		\$ 265.54	\$ 25,261.25	\$ 181,918.83	\$ 255,859.97	\$ 32,386.73	\$ 16,293.16	\$ 12.26	\$ 48,692.15	

DAILY TICKET REPORT				
DNSWMA TRANSFER STATION				
MONTH: May 2016				
Date	BEGIN	END	VOIDED TICKETS	TICKET COUNT
1	875607	875823		217
2	875824	876040	1	216
3	876041	876241		201
4	876242	876422		181
5	876423	876587	4	161
6	876588	876755	2	166
7	876756	876941	1	185
8	876942	877097		156
9	877098	877299	3	199
10	877300	877488	1	188
11	877489	877670	1	181
12	877671	877841		171
13	877842	878039		198
14	878040	878234		195
15	878235	878408		174
16	878409	878619	1	210
17	878620	878798		179
18	878799	878952	2	152
19	878953	879115	2	161
20	879116	879281	2	164
21	879282	879419		138
22	879420	879548		129
23	879549	879733		185
24	879734	879898	3	162
25	879899	880075		177
26	880076	880250		175
27	880251	880465	3	212
28	880466	880637	1	171
29	880638	880808		171
30	CLOSED			
31	880809	881093		285
TOTAL			27	5460

DNSWMA		
KLAMATH TRANSFER STATION - CASH		
May 2016		
Date	Amount to	TOTAL
	422-421-	CASH
	91004	AMOUNT
May 1, 2016	483.78	\$ 483.78
May 4, 2016	347.30	\$ 347.30
May 8, 2016	476.14	\$ 476.14
May 11, 2016	252.59	\$ 252.59
May 15, 2016	785.78	\$ 785.78
May 18, 2016	329.49	\$ 329.49
May 22, 2016	438.28	\$ 438.28
May 25, 2016	274.64	\$ 274.64
May 29, 2016	459.13	\$ 459.13
TOTALS	3,847.13	3,847.13

AUTHORITY REVENUE REPORT May 2016

Source		2014/2015		2015/2016	
Authority		Actual Annual		Budget/Month	
Service Fees	\$	1,002,778.17	83,083.33	\$	997,000.00
	Actual/Month	Comparison FYE15 & FYE16	Actual/Month	Over Budget	
July	\$ 96,004.21	\$ (1,389.79)	\$ 94,614.42	\$ 11,531.09	
August	\$ 89,437.87	\$ 2,718.16	\$ 92,156.03	\$ 9,072.70	
September	\$ 84,704.53	\$ 7,278.67	\$ 91,983.20	\$ 8,899.87	
October	\$ 83,098.23	\$ 7,306.85	\$ 90,405.08	\$ 7,321.75	
November	\$ 72,572.43	\$ 2,069.22	\$ 74,641.65	\$ (8,441.68)	
December	\$ 76,859.33	\$ (3,776.33)	\$ 73,083.00	\$ (10,000.33)	
January	\$ 84,970.65	\$ (9,140.42)	\$ 75,830.23	\$ (7,253.10)	
February	\$ 77,883.08	\$ 5,195.45	\$ 83,078.53	\$ (4.80)	
March	\$ 82,827.13	\$ (89.63)	\$ 82,737.50	\$ (345.83)	
April	\$ 79,373.56	\$ 6,996.66	\$ 86,370.22	\$ 3,286.89	
May	\$ 85,383.19	\$ 5,570.94	\$ 90,954.13	\$ 7,870.80	
June	\$ 89,663.96	\$ -			
Total	\$ 1,002,778.17	\$ 22,739.78	\$ 935,853.99	\$ 21,937.32	

Over last year at this point

2.34%

Ahead of budget

Item 4.1

Written report not available at the time this agenda was published. If information becomes available, it will be handed out at the meeting.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: 16 June 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 102101 - Julindra
Attachments: A: Summary of Franchise Agreement with Recology Del Norte
B: Summary of Master Services Agreement between Recology and Julindra

Topic: Ad Hoc Recycling Committee

Recommendations: This is a status report based on current negotiations. No action is required at this time.

Background: At the May 17, 2016 meeting an Ad Hoc Committee of Authority staff, Recology Del Norte, Julindra Recycling, Commissioners McClure and Inscore was approved to meet and address issues related to the current mix of recyclables accepted by Julindra Recycling.

The Authority Director met with Chair McClure on these issues on June 2 and on June 16, 2016 Vice-Chair Inscore met with staff and representatives from Recology Del Norte and Julindra to begin the process of analyzing ways to address Julindra's request to cease accepting these materials:

1. Styrofoam (block, packing peanuts, etc.)
2. Mixed bags & shrinkwrap (garbage bags, grocery bags, etc.) (generally LDPE)
3. Milk cartons
4. #4 (LDPE) and #5 (PP) Plastic
5. Hard Rigid Plastic
6. Miscellaneous electronics

Analysis: Some but not all of the above materials were added to some sections of

5.1



the Franchise Agreement. So our current Collections Franchise requires collection of some of these materials, but not all. The committee reviewed the relevant sections of the Franchise Agreement between the Authority and Recology Del Norte as well as the agreement between Julindra and Recology. Each commodity was discussed and alternatives explored.

It was agreed to immediately drop electronics recycling at Julindra. There is no provision in any of our agreements that state or imply that Julindra needs to accept miscellaneous electronics, nor has the Authority conducted any outreach regarding electronics recycling at Julindra. Consumer electronics can be recycled daily at the Del Norte County Transfer Station.

Julindra has contacted the Carton Recycling Council and begun discussions regarding potential support to continue carton recycling in Del Norte County.

Plastic carryout bags will be the subject of two referenda on the November ballot, and so there is potentially a significant change in the landscape for bags and bag recycling. For this reason, staff are not recommending any significant changes regarding plastic bag recycling until after November.

Julindra shared an analysis of their labor and processing costs associated with all material streams and calculates that for each bale of Mixed Plastic Bags, they have a net loss of nearly \$2,000 per bale, #4 and 5 plastics show a nearly \$800 per bale loss followed by milk cartons with a loss of nearly \$500 per bale. Furthermore, plastic bags were shown to comprise approximately 14% of their processing costs, though there is no buyer willing to pay for the baled plastic bags.

All parties agreed that there is need to reduce the proportion of trash in the recycling streams, and that the cost to recycle commodities like plastic bags could be reduced somewhat if all plastic bags were placed in a single plastic bag before being placed in the recycling bin. Reusable shopping bags are the best way to reduce plastic bags. Furthermore, under State law, major grocery stores and pharmacies are already required to have a receptacle for collecting plastic bags for recycling.

In addition, a significant source of the labor costs and contamination are associated with the Community Drop Off Bins. Recology will be preparing recommendations on how to address this issue for consideration by the Committee and at the July Authority Board meeting.

Attachment A:

Collections Franchise Agreement between DNSWMA and Recology Del Norte

Page	Section	Detail	Comment
13	3.01	Term – 12 years, to expire on June 30, 2023	Gross revenues in 2015 were over \$4.27 million.
27 – 29	5.12	Processing & Marketing Services	Details provisions for the Master Service agreement between Franchisee and Processor. DNSWMA is a 3 rd -party beneficiary to this agreement.
30	5.14	Authority's Right to Change Scope of Work or Schedule	If the Authority requires service changes, Recology must comply.
40	7.03	Special Rate Adjustments	Circumstances don't really fit for a special rate adjustment, though Authority may determine that a special rate adjustment is justified under section 5.14.
73	Exhibit B1, section C.3	Contractor must have labels affixed to all carts...with graphics and text approved by Authority	Changes to the materials accepted as recyclable will require changes to these labels, and Authority needs to approve changes to label images and text.
76	Exhibit B2, section C.2	Community Drop-off bins must accept (at a minimum): newspaper, magazines, aluminum cans, steel cans, glass containers, #1 (PET) and #2 (HDPE) plastic containers, and corrugated cardboard	List of materials for community drop-off bins may only be amended or modified with written approval of Authority Director. None of the 'minimum required' materials are proposed to be dropped from this program.
78	Exhibit C1, section A	Recyclable collections must include the following materials: <ol style="list-style-type: none"> 1. Plastic containers (except Styrofoam) 2. Steel cans 3. Aluminum cans 4. Glass containers 5. Corrugated cardboard 6. Newspapers, magazines & catalogs 7. Film plastic bags 8. Office paper and junk mail 	The following materials are not addressed within this section of the Collections Franchise Agreement: <ol style="list-style-type: none"> 1. Styrofoam (block, peanuts or containers) 2. Hard rigid plastic 3. Non-container plastics 4. Cartons 5. Miscellaneous electronics <p>Note that this same list of materials to be recycled is referenced in other sections describing the mix of materials to be collected for recycling.</p>

Attachment B

Master Service Agreement between Recology Del Norte and Julindra

Page	Section	Detail	Comment
1	1.3	Materials: a. Plastic containers, except Styrofoam (PS, #6) b. Steel cans c. Aluminum cans d. Glass containers e. Corrugated cardboard f. Newspaper, mags & catalogs g. Film plastic bags h. Office paper and junk mail	The following materials are not addressed: 1. Styrofoam (block, peanuts or containers) 2. Shrinkwrap 3. Cartons 4. Hard rigid plastic, non-container 5. Misc. electronics
1	1.4	Julindra will not send any processed recyclable materials for disposal w/out prior written approval from Recology and DNSWMA Director.	This essentially is a way to assure that materials separated for recycling need to be marketed for recycling, not disposal.
9	19	Any modification of the Agreement must be in writing, signed by both parties and approved by the Authority Board.	Changes to this agreement must be approved by the Authority Board to become effective.
12	Exhibit A	Section (3) adds the following materials to be processed and marketed: 1. White ledger 2. Shredded paper 3. Colored paper 4. #1-#7 plastic 5. Shrink wrap 6. Grocery bags	The following materials are not addressed here either: 1. Cartons 2. Misc. electronics This Exhibit reiterates the text from section 1.4 on page 1.



P.O. Box 159 445 Elk Valley Road
Crescent City, CA 95531

(707)464-6131

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June 8, 2016

Del Norte County Solid Waste Management Authority

1700 State Street

Crescent City, CA 95531

Att'n. Tedd Ward – Director

Dear Mr. Ward,

As we discussed at the last meeting of the solid waste management authority what follows is our proposal as to the mechanics of how a reimbursement amount Hambro WSG would be determined, should the authority so choose to move forward with the reimbursement of losses due to Hambro WSG not receiving the July CPI escalator for the 2016/2017 fiscal year.

Once the July receipts from the scale house are finalized and Hambro WSG's pre CPI escalator payment has been determined our suggestion is to simply multiply that payment by the escalator that would have occurred should the CPI increase have occurred in July instead of in August.

So as an example –

If our pre CPI payment would have been \$170,000 in July we would suggest that we simply multiply that number by the CPI escalator which will occur in August and throughout the remainder of the 2016/2017 fiscal year.

The CPI escalator can be calculated by taking the CPI for March of 2016 (238.12), divide it by March of 2015 CPI (236.119) and subtract from 1. We then would multiply this by 80% as that is the adjustment factor used in our contract. This equates to $(238.12/236.119)-1 \times 0.80 = 0.678$ or 0.678%. (see attached for CPI's in Change Orders 22 and 23).

Thus if the pre CPI payment would have been \$170,000 we simply take that payment times the 0.678% and that would equate to the difference in the payment that was actually made to Hambro WSG pre CPI adjustment versus post CPI adjustment. In this example it would equate to $\$170,000 \times 0.678\%$ or \$1,139.00.

We sincerely appreciate your and the board's consideration.

Sincerely,

Wes White

CEO

6.1

TRANSFER STATION OPERATIONS CHANGE ORDER 23

CONTRACT: AGREEMENT FOR OPERATIONS OF A TRANSFER STATION, RECOVERY, TRANSPORTATION AND DISPOSAL OF WASTE FROM THE DEL NORTE COUNTY TRANSFER STATION, DEL NORTE COUNTY, CA

CONTRACTOR: HAMBRO / WASTE SOLUTIONS GROUP

AGENCY: DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

SUBJECT: RATE ADJUSTMENTS BASED ON CHANGES TO CPI AND DISPOSAL COSTS & INITIATION OF TEXTILE RECYCLING

NATURE OF CHANGES: This Change Order revises the fees to be paid to Contractor based on the changes to the cost for disposal, changes to the Consumer Price Index as allowed under **Division IV, section 5.A.1** of the Agreement, and the initiation of textile recycling at the Del Norte County Transfer Station. The calculated extension adjustment factor is based on 80% of the change in the Consumer Price Index for All Urban Consumers using the CPI Beginning Index for July 2003 (183.9), and the CPI Extension Index for March 2016 (238.132). Using the formula in **Division IV, section 5.A.1**, the extension adjustment factor is calculated to be (1.23591952). Disposal components of each service fee are increased proportionally to address an increase in disposal of \$0.58 per ton as requested by Dry Creek Landfill due to changes in Oregon legislation.

The new transfer station operations fees are described on the following page, and will be effective starting 01 August 2016, and will remain in effect until further modified by the Authority Board.

Textiles that are acceptable for recycling include: Clothing (must be clean and dry), Linens, Blankets, Towels, Curtains, and shoes (must be bagged separately from other items). Shoes include: High heels, bedroom slippers, dress shoes, all types of boots, tennis shoes, flip flops, sandals, etc.

Materials which are not acceptable as recyclable textiles include: Wet, dirty or moldy items; Bed pillows; Bags of textiles contaminated with excluded items or unbagged shoes; Mattress covers; Under garments; Medical boots or braces; Shoes with major holes.

Arranger will provide containers to receive textiles from customers and to store textiles awaiting transport to market. Textile materials that do not meet these specifications, or no longer meet these specifications following storage, may be disposed by Arranger as mixed solid wastes.

Contract Time: The term of the Transfer Operations Agreement remains unchanged by this Change Order.

Contract Price: This Change Order makes the following changes to the Contract Price: Starting on 01 August 2016, Arranger will initiate textile recycling services. The new Operations, Transport and Recycling service fee components under Change Order 23 include all prior adjustments to fees based on changes to the Consumer Price Index for all Urban Consumers (CPI-U). The Effective Day fee will be used for calculating fees based on changes to CPI-U in coming years.

Textile Recycling	Operations / ton	Transport / ton	Recycling / ton	Total Service Fee per ton
Effective Day Fee	\$10.11	\$20.23	\$10.11	\$40.45
Fee Under Change Order 23	\$12.50	\$25.00	\$12.50	\$50.00

TRANSFER STATION OPERATIONS CHANGE ORDER 20

CONTRACT: AGREEMENT FOR OPERATIONS OF A TRANSFER STATION, RECOVERY, TRANSPORTATION AND DISPOSAL OF WASTE FROM THE DEL NORTE COUNTY TRANSFER STATION, DEL NORTE COUNTY, CA

CONTRACTOR: HAMBRO / WASTE SOLUTIONS GROUP
AGENCY: DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
SUBJECT: FEE ADJUSTMENTS BASED ON CPI

NATURE OF CHANGES: This Change Order revises the fees to be paid to Contractor based on the changes to the Consumer Price Index as allowed under Division IV, section 5.A.I of the Agreement. The calculated extension adjustment factor is based on 80% of the change in the Consumer Price Index for All Urban Consumers using the CPI Beginning Index for July 2003 (183.9), and the CPI Extension Index for March 2015 (236.119). Using the formula in Division IV, section 5.A.I, the extension adjustment factor is calculated to be (1.22716259).

The new transfer station operations fees are described on the following page, and will be effective starting 01 July 2015, and will remain in effect until further modified by the Authority Board.

Contract Time: Remains unchanged.

Contract Price: this Change Order makes the following changes to the Contract Price. Starting on 01 July 2015, Contractor will be paid for services provided at the Del Norte County Transfer Station based on the amount of service provided and the services fees described on the following page. The new service fees include all prior CPI-based adjustments to fees.
This Change Order is hereby approved:

HAMBRO / Waste Solutions Group:

BY: _____
Wes White, President

ATTEST:

Corporate Secretary

DATE: _____

Del Norte Solid Waste Management Authority:

BY: _____
Richard Holley, Chair

ATTEST:

Secretary

APPROVED AS TO FORM:

BY: _____
Martha D. Rice, General Counsel



Del Norte Solid Waste Management Authority

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Staff Report

Date: 15 June 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Kayleen Warner - Facilities & Programs Coordinator
Tedd Ward, M.S. – Director
File Number: 130120 – Mattress Recycling
Topic: 4 June 2016 Mattress Recycling Event

Summary / Recommendation: That the Commissioners of the Del Norte Solid Waste Management Authority discuss and acknowledge the event results.

Background: The California Used Mattress Recovery and Recycling Act enacted in 2013 aims to reduce illegal dumping, increase recycling, and substantially reduce public agency costs for the management of used mattresses. The legislation established an industry-run, statewide program to increase the recovery and recycling of mattresses. The program is funded through an \$11 recycling fee that is collected when a mattress or box spring is sold to California consumers.

The Mattress Recycling Council (MRC) is a non-profit organization created by the International Sleep Products Association (ISPA) to develop and implement statewide mattress recycling programs for states that have enacted mattress recycling laws. Authority, Hambro/WSG and MRC staff have been working together to identify ways to implement the provisions of the Act and provide Del Norte residents with mattress recycling options.

At the March 2016 Board meeting, Change Order 22 to the operations agreement with Hambro/WSG was approved adding periodic mattress collection events at the Del Norte County Transfer Station. The first ever Mattress Recycling Event was held June 4, 2016.

Analysis: A team from MRC, Hambro/WSG and the Authority organized and staffed the event with Hambro/WSG setting up, receiving and stacking the mattresses into the

6.2

trailer provided by MRC for transport to the Blue Marble Materials recycling center located in San Leandro, CA. The pre-planning led to a very successful, well-run event. An operations plan for the day of the event provided details on the roles each person played and how traffic was to be managed.

During this event Del Norte County households could bring up to four mattresses or box springs. MRC paid for advertising with print ads in the Triplicate and radio spots on KCRE, KPOD, and KFUG running one week prior to the event. In addition, signage was placed at the Transfer Station one week prior along with postings at both the Klamath and Gasquet Transfer Stations.

The day of the event was a busy holiday weekend with 255 regular Transfer Station customers in addition to the 275 mattresses brought in that day. Of the 275 mattresses and box springs, 47 were ultimately landfilled due to the extremely poor condition. The remaining units were transported to the recycling center where they will be taken apart and up to 80% of the materials will ultimately be used as follows:

- Fiber transformed into home insulation and locomotive oil filters;
- Foam used for carpet padding;
- Steel wire and springs melted down and poured into new steel;
- And the wood box spring frames chipped and used as garden mulch and biomass fuel.

The following is a breakdown of the sizes received at the event:

33 King
74 Queen
77 Full
91 Twin
275 Total

Another mattress recycling event is planned for September 10, 2016, in conjunction with the Household Hazardous Waste Event. Key learnings from this event will be used to make the next event even more successful.

Alternatives: MRC representatives have made it clear that they are striving to establish a location in Del Norte County where mattresses could be dropped off for recycling on a daily basis. They also acknowledge that the current pricing structure at the Del Norte County Transfer Station for mattresses cannot be covered by the current \$11 per mattress fee. MRC, Hambro/WSG, and Authority staff are continuing to work with MRC to try to establish a location for daily drop-off for recyclable mattresses and box springs. MRC representatives are also reaching out to local retailers and Julindra recycling exploring different potential options for making daily recycling of mattresses

more convenient and practical in Del Norte County.

Fiscal Impacts: All compensation to Hambro/WSG for managing mattresses or box springs received for no charge at this event will be provided by the Mattress Recycling Council. The only costs to the Authority for this event were additional staff time for the Facilities and Programs Coordinator to assist with traffic control.

Related Issues: The Authority and Hambro/WSG are continuing discussions with MRC in order to establish a permanent mattresses collection center within the County.

ORDINANCE NO. 2016-01

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS
OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
INCREASING DISPOSAL RATE COMPONENTS AND ESTABLISHING RATES FOR
TEXTILE RECYCLING AND IMPROPER DISPOSAL FOR THE GASQUET AND
KLAMATH TRANSFER STATIONS**

WHEREAS, the Del Norte Solid Waste Management Authority is a Joint Powers Authority of the City of Crescent City and the County of Del Norte formed in part to manage the disposition of solid waste and other discards; and

WHEREAS, the Board of Commissioners of the Del Norte Solid Waste Management Authority has adopted Change Order 23 to the Transfer Station Operations Agreement with Hambro / WSG. Change Order 23 initiates a new textile recycling service at the Del Norte County Transfer Station, adjusts transfer station operations fees based on changes to the Consumer Price Index (CPI-U), and makes changes to the disposal components of service fees in response to an increase of \$0.58 per ton to dispose materials at the Dry Creek Landfill starting on 01 July 2016 associated with the passage by the Oregon legislature of Senate Bill 245, increasing the funding for the Oregon Department of Environmental Quality's Solid Waste programs; and

WHEREAS, the Board of Commissioners of the Del Norte Solid Waste Management Authority has adopted Collections Change Order 8 to the Collections Franchise Agreement with Recology Del Norte, adjusting collection rates based on changes to disposal rates and on changes to the Consumer Price Index (CPI-U); and

WHEREAS, items charged by count at the Gasquet and Klamath transfer stations are placed in roll-off dumpsters, and the Authority pays the transfer station operations contractor both for the weight and the count of such items disposed when mixed with municipal solid wastes; and

WHEREAS, Authority staff will designate one roll-off dumpster for receiving items charged by count at both the Gasquet and Klamath small-volume transfer stations.

NOW, THEREFORE, the Board of Commissioners of the Del Norte Solid Waste Management Authority, Del Norte County, California hereby ordains as follows:

SECTION 1. Findings. The Board of Commissioners of the Del Norte Solid Waste Management Authority adopts the recitals stated herein and finds them to be true.

SECTION 2. Rates for New Services. The rates for the new services described in this section are included in the Attachments to this Ordinance.

2.01 Textiles Recycling. Starting on August 1, 2016, textile recycling services will be provided by Hambro / WSG as part of their operations at the

Del Norte County Transfer Station, as described under Change Order 23 to the Transfer Station Operations Agreement.

2.02 Improper Disposal Fee. Starting on August 1, 2016, an improper disposal fee will be assessed at the Gasquet and Klamath Transfer Stations for customers who place bulky items in the disposal, recycling, or brush bin, or for customers who place trash in either the bulky item bin, brush bin, or recycling bin. The amount of the improper disposal fee will be \$13.00 per occurrence.

SECTION 3. Increases to Existing Fees. The following increases in existing fees will take effect on August 1, 2016.

3.01 Disposal fee increase due to changes in Oregon Law. The disposal component of each transfer station operations fee is hereby increased by \$0.58 per ton, or the pro-rated equivalent for services charged per item that is disposed, using the 'pounds each' from Exhibit 2.3 of the Transfer Station Operations Agreement.

3.02 Transfer station operation fees. Transfer station operations fees are increased in accordance with CPI-U per the Transfer Stations Operations Agreement.

3.03 Collection Rates. Maximum collection rates for all customers are increased in accordance with CPI-U per the Collections Franchise Agreement.

SECTION 4. Rate Schedules Effective August 1, 2016. The rate schedules attached hereto as Schedule A, Schedule B, and Schedule C are hereby adopted and made effective August 1, 2016.

SECTION 5. Publication. The Clerk of the Board shall cause this Ordinance, or a summary thereof, along with the names of the commissioners voting for and against said ordinance, to be published once within fifteen (15) days after its passage in a newspaper of general circulation in the County of Del Norte in accordance with Govt. Code Section 36933.

SECTION 6. Effective Date. This Ordinance will take effect on the 31st day after its final adoption.

SECTION 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The Authority hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof, are declared invalid or unconstitutional.

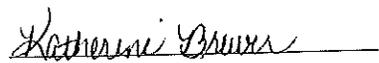
SECTION 8. CEQA Findings. The Board of Commissioners finds that this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that it will not have a significant effect on the environment and therefore is not subject to CEQA.

INTRODUCED by the Board of Commissioners of the Del Norte Solid Waste Management Authority on the 17th day of May, 2016 by the following polled vote:

AYES: Commissioners Daffan, Gastineau, McClure, Incore
NOES: none
ABSENT: none
ABSTAIN: Commissioner Howard


Martha McClure, Chair

ATTEST:


Katherine Brewer, Clerk

APPROVED by the City Council of the City of Crescent City on the 6th day of June, 2016 by the following polled vote:

AYES: Holley, Murray, Short, Incore, Gastineau
NOES: none
ABSENT: none
ABSTAIN: none


Ron Gastineau, Mayor

ATTEST:


Kimberly Scott, Clerk
Kymmie

APPROVED by the Board of Supervisors of the County of Del Norte on the ____ day of _____, 2016 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gerry Hemmingsen, Chair

ATTEST:

Kylie Heriford, Clerk

PASSED AND ADOPTED by the Board of Commissioners of the Del Norte Solid Waste Management Authority on the __ day of _____, 2016 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Martha McClure, Chair

ATTEST:

Katherine Brewer, Clerk

APPROVED AS TO FORM:



Martha D. Rice, General Counsel
Del Norte Solid Waste Management Authority

Schedule A: Recology Del Norte Collection Rates, starting August 2016

Monthly Rates for Weekly Residential & Multi-Family Collections

	Trash + Recycling	Brush Only	Recycling Only
20 Gallon Mini-cart on curb	\$ 20.47		
20 Gallon Mini-cart off-curb	\$ 25.59		
32 Gallon Cart on curb	\$ 25.61	\$ 10.17	\$ 19.24
32 Gallon Cart off-curb	\$ 32.01	\$ 12.72	\$ 24.06
64 Gallon Cart on curb	\$ 37.32	\$ 15.03	\$ 28.04
64 Gallon Cart off-curb	\$ 46.64	\$ 18.79	\$ 35.05
69 Gallon Cart on curb	\$ 54.07	\$ 22.80	\$ 40.63
69 Gallon Cart off-curb	\$ 67.59	\$ 28.49	\$ 50.78

Temporary Cart and Bin Collection Services, Collection One week after Delivery

	Trash	Brush Only	Recycling Only
64 Gallon Cart (Paired w/ 64 Gallon recycling)	\$ 36.46	\$ 12.39	
69 Gallon Cart (Paired with 69 Gallon recycling)	\$ 63.82	\$ 18.81	
2 cubic yard bin	\$ 70.70	\$ 49.58	\$ 40.40
3 cubic yard bin	\$ 110.72	\$ 77.59	\$ 63.27
4 cubic yard bin	\$ 146.09	\$ 102.38	\$ 83.49
6 cubic yard bin	\$ 193.33	\$ 135.49	\$ 110.48
10 cubic yard bin	\$ 634.29	\$ 444.54	\$ 362.50
20 cubic yard bin	\$ 792.37	\$ 529.00	\$ 431.37
30 cubic yard bin	\$ 966.69	\$ 645.38	\$ 526.28
40 cubic yard bin	\$ 1,312.77	\$ 876.43	\$ 714.68

Additional Available Services and Potential Extra Fixed-fee Charges

For customers requesting a larger recycling cart than trash	\$ 0.00	Additional per month
Charge for relocating Temp Bin	\$ 53.48	per relocation < 5 miles
Unscheduled Collection	\$ 5.38	per unscheduled collection
Locking bin charge	\$ 8.38	additional per locking bin per month
Beer-proof Bin	\$ 108.91	Additional per bin per month
Special Service Fee	\$ 53.48	per half hour of extra labor
Pass-through charges for bulky item or less placed in bin	\$ 0.00	+ DNO Transfer Station per item charge

Percentage Surcharges for Additional Services

Roll-out or off-curb charge	25%	Additional
Off-road surcharge, only on approved list of addresses	50-25%	Additional
Secondary Franchise Area	65%	Additional
Extra time for Temporary Bins	25%	of Rate for Temp. Bin for each additional week
Medical waste	80%	Additional
More than Weekly Collection	100%	Additional x (Col/Wk -1) x Rate
Weekend collection	50%	Additional

Rates Effective Starting August 2016

Monthly Rates for Weekly Commercial Collections

	Trash (including Recycling for P.O. & Multi-Family)	Brush Only	Recycling Only
32 Gallon Commercial Cart *	\$ 39.95	\$ 11.41	\$ 23.16
64 Gallon Commercial Cart *	\$ 79.90	\$ 23.18	\$ 46.31
69 Gallon Commercial Cart *	\$ 139.83	\$ 42.37	\$ 81.96
1 cubic yard bin	\$ 140.06	\$ 101.35	\$ 80.05
1.5 cubic yard bin	\$ 201.69	\$ 149.29	\$ 115.26
2 cubic yard bin	\$ 251.20	\$ 176.10	\$ 143.56
3 cubic yard bin	\$ 363.74	\$ 252.14	\$ 207.88
4 cubic yard bin	\$ 455.26	\$ 308.86	\$ 260.19
6 cubic yard bin	\$ 659.33	\$ 441.62	\$ 376.81
10 cubic yard bin	\$ 2,227.31	\$ 1,493.33	\$ 1,272.91
20 cubic yard bin	\$ 3,039.60	\$ 1,863.31	\$ 1,654.78
30 cubic yard bin	\$ 3,788.60	\$ 2,328.60	\$ 2,047.98
40 cubic yard bin	\$ 4,557.59	\$ 2,793.86	\$ 2,481.18

* Trash service in these sizes includes a weekly recycling cart collection at no additional charge.

Other Collection Services, per collection

Commercial Compactors	\$ 71.73	per cubic yard per collection
Pre-paid single-family residential bags	\$ 7.62	per bag
Extra residential bulky item collection	\$ 63.34	per extra bulky item

Municipal Collection and Transport Services

Treatment Plant Sludge, screenings, stormwater and grit	\$ 171.85	per ton, not transported or disposed
Collection, hauling and unloading bins as directed	\$ 166.16	per haul

Maximum Allowed Weights by Container Volume

Container	Maximum Allowed Weight	Units
Pre-paid single-family residential bags	23	pounds
20 Gallon Cart	43	pounds
32 Gallon Cart	69	pounds
64 Gallon Cart	120	pounds
69 Gallon Cart	150	pounds
2 cubic yards	500	pounds
3 cubic yards	640	tons
4 cubic yards	1100	tons
6 cubic yards	1650	tons
10 cubic yards	3,000	tons
20 cubic yards	4,250	tons
30 cubic yards	5,500	tons
40 cubic yards	6,250	tons

Bags, Carts, and Bins placed for collection with more than the allowed weight may not be collected. If Recology Del Norte collects an over-weight container, they may charge for the amount over the allowed weight for that size container, at the approved rates charged at the Del Norte County Transfer Station.

Schedule B: Transfer Station Rates

Effective starting August 2016

Except as provided below, the rate for disposal of refuse shall be as follows:		INCOMING	Rate
Municipal Solid Waste			
Commercial, Franchise or Self-haul wastes	SW		\$ 144.04 per ton
Minimum Charge for wastes	SW		\$ 7.20 for up to 60 lbs
Gasquet Transfer Trailer	TRGAS		\$ 95.83 ton
Klamath Transfer Trailer	TRKLA		\$ 95.83 ton
Over 3 x 32 gal cans	SW30X		\$ 3.00 per 32 gal can
Over 2 x 45 gal cans	SW45X		\$ 4.40 per 45 gal can
Over 1 x 55 gal can	SW55G		\$ 5.40 per 55 gal can
Separated Recyclable Items			
Non-waxed corrugated cardboard	CCIN		\$ 18.58 per ton
Ferrous metals	METFE		\$ 27.86 per ton
Non-ferrous metals	METNF		\$ 18.58 per ton
Mixed metals	METMX		\$ 27.86 per ton
Bulky Items:			
Appliance, Large and metal	APPIN		\$ 29.72 each
Bulky Furniture Handling Fee	FURN		\$ 4.92 each + weight charge
Mattresses or box spring Handling Fee	MATBX		\$ 9.77 each + weight charge
Refrigerators	REFR		\$ 39.01 each
Tires:			
Auto, pickup, motorcycle each no rims	TIR_A		\$ 6.51 each
Small, wheel barrow, scooter, small trailer, pneumatic <10" no rim	TIR_S		\$ 6.04 each
Truck, no rim	TIR_T		\$ 13.02 each
Auto, pickup, motorcycle each with rims	TIRAR		\$ 9.30 each
Small, wheel barrow, scooter, small trailer, pneumatic <10" with rim	TIRSR		\$ 7.44 each
Truck with rims	TIRTR		\$ 24.18 each
Oversize tires (>60" in diameter), no rim	TIROS		\$ 139.43 each
Separated food & meat waste			
Dead Animals	ANIML		\$ 144.04 per ton
Fish Waste	FISH		\$ 144.04 per ton
Mixed food and compostable paper	SW		\$ 144.04 per ton
Separated Compostable Materials (no Invasive weeds)			
Disposal of contained sewage sludge, screenings, grit or skimmings	SLUDG		\$ 144.04 per ton
Brush (no tansy, scotch broom, english ivy, or pampas grass)	BRUSH		\$ 50.15 per ton
Grass or leaves	GRASS		\$ 50.15 per ton
Untreated wood or lumber	WOOD		\$ 50.15 per ton
Stumps	STUMP		\$ 65.02 per ton
Textiles	TEXT		\$ 75.15 per ton
Separated 'Inert' Rocks & Soils			
Asphalt	ASPH		\$ 47.37 per ton
Concrete, no steel	CONC		\$ 52.01 per ton
Clean soil or sand	SOIL		\$ 47.37 per ton
Street sweepings	SWEEP		\$ 144.04 per ton
Special Wastes			
Autoclaved and containerized medical wastes	MEDI		\$ 144.04 per ton
Non-friable asbestos	ASBES		\$ 183.83 per ton
Minimum Charge for household electronics	CED		\$ 3.60 for 40 pounds or less
Electronic appliances w/o CRT's	CED		\$ 144.04 per ton
Construction Debris			
Trailers, modular homes	MHOM		\$ 236.92 per ton
Asphalt roofing	CONST		\$ 144.04 per ton
Gypsum sheetrock	CONST		\$ 144.04 per ton
Carpet, Clean and Rolled	CARPT		\$ 56.12 per ton
Volume - Based Rates (available only when weighing is not possible)			
Loose Refuse per cubic yard	SW_CY		\$ 15.84 per cubic yard
Loose Brush per cubic yard	BRUCY		\$ 6.27 per cubic yard
Loose Mixed Metals per cubic yard	METCY		\$ 17.35 per cubic yard
Loose Construction Debris per cubic yard	CONCY		\$ 36.01 per cubic yard
Household hazardous wastes (available only at the Del Norte County Transfer Station)			
Used motor oil	OILN		\$ 0 qt
Used oil filters	OILFT		\$ 0 each
Ethylene glycol antifreeze	ANTIF		\$ 0 gal
Non-aerosol paints, stains, lacquers & varnishes	PAINT		\$ 0 gal
Lead acid batteries	BATT		\$ 0 each
Stored Batteries	SBATT		\$ 0 ton
Cathoda ray tube devices (CRT's), televisions, computer monitors	CRT		\$ 0 each
Residential fluorescent tubes	FLOTB		\$ 0 each
Used Oil Paid	OILPD		\$ 0.40 gal paid to customer
Commercial Hazardous Wastes			
Commercial Oil Pumping (15-55 gallon container)	OILPUMP		\$ 15.10 per container pumped
Commercial Compact Fluorescent Tubes, each	FLOCC		\$ 1.75 each
Commercial Fluorescent Tubes, each 4'	FLOC4		\$ 3.44 each
Commercial Fluorescent Tubes, each 6'	FLOC8		\$ 6.87 each

Revised August 2015

ATTACHMENT C

DISPOSAL FEES AT THE GASQUET AND KLAMATH TRANSFER STATION SITES		Rate
<i>Effective Starting August 2016</i>		
STANDARD FEE FOR WASTE (0.44 cubic yard, 3 x 30 gal, 2 x 45 gal, or 1 x 55 gal)	minimum for mixed wastes	\$ 8.75
MINIMUM FEE FOR ELECTRONICS (up to 4.8 cubic feet or 0.18 cubic yards)	minimum for electronics	\$ 3.60
Each additional 30 gallon over three	each additional can	\$ 3.00
Each additional 45 gallon can over two	each additional can	\$ 4.40
Each additional 55 gallon can	each additional can	\$ 5.40
Improper Disposal Fee If Customer places Bulky Items or Trash in wrong bin.	per occurrence	\$ 13.00
Appliance, Large and metal	each	\$ 29.71
Furniture, Bulky (incl. \$4.92 Handling Fee + \$12.96 for weight)	each (measured avg. weight 180 lbs)	\$ 17.88
Mattress or box spring (incl. \$9.77 for Handling + \$5.40 for weight)	each (measured avg. weight 75 lbs)	\$ 15.17
Refrigerators	each	\$ 39.01
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10"	each	\$ 6.04
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10" with rim	each	\$ 7.44
Tires: Auto, pickup, motorcycle each	each	\$ 6.51
Tires: Auto, pickup, motorcycle each with rims	each	\$ 9.30
Tires: Truck	each	\$ 13.02
Tires: Truck with rims	each	\$ 24.18
Oversize tires (>60" in diameter), no rim	each	\$ 139.43
Loose Refuse per cubic yard	per cubic yard	\$ 19.80
Loose Brush per cubic yard (small quantities from self-haulers - GASQUET ONLY)	per cubic yard	\$ 6.27

Updated August 2016

Gasquet Transfer Station Hours (July - September):
Gasquet Transfer Station Hours (October - June):

Thursday & Saturday 10 AM - 4 PM
Saturdays 10 AM - 4 PM

Klamath Transfer Station Hours (July - September):
Klamath Transfer Station Hours (October - June):

Sunday, Wednesday & Friday 10 AM - 4 PM
Wednesday & Sunday 10 AM - 4 PM



County of Del Norte County
Board of Supervisors
981 "H" Street, Ste. 200
Crescent City, California 95531

Phone
(707) 464-7204

Fax
(707) 464-1165

**BOARD OF SUPERVISORS
COUNTY OF DEL NORTE
STATE OF CALIFORNIA
BOARD ORDER**

The following is a certified copy of a portion of proceedings of the Regular Session meeting, of the Del Norte County Board of Supervisors, held on June 14, 2016.

GENERAL GOVERNMENT:

23. Approve the attached Authority Rate Ordinance for the Del Norte Solid Waste Management Authority as requested by the Director of the Del Norte Solid Waste Management Authority.**

Action: Approved

Motion: Move to approve

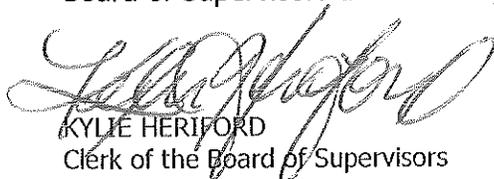
Move: David Finigan

Second: Chris Howard

Vote Yea:	4	David Finigan, Chris Howard, Gerry Hemmingsen, Roger Gitlin
Vote Nay:	0	None
Vote Abstain:	0	None
Absent:	1	Martha McClure

I, KYLIE HERIFORD, Clerk of the Board of Supervisors of the County of Del Norte do hereby certify the foregoing to be a full, true and correct copy of the original orders made in the above entitled minutes by said Board of Supervisors at a meeting held in Crescent City, California on June 14, 2016 and the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors this 14th day of June 2016.


KYLIE HERIFORD
Clerk of the Board of Supervisors



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: 15 June 2016
To: Del Norte Solid Waste Management Authority
Commissioners
From: Tedd Ward, M.S. – Director *Tedd*
Del Norte Solid Waste Management Authority
File Number: 022102 – Authority Budget
Topic: Adopt Authority Budget for FY 16/17

Recommendation: That the Board of the Del Norte Solid Waste Management Authority hold a public hearing after receiving public comments, adopt the attached budget proposed for Fiscal Year 16/17.

Background: The budget for the Del Norte Solid Waste Management Authority is to be approved ahead of and separately from the County budget. The Authority budget is approved before June 30, whereas the final County budget is usually not approved until September or October.

In preparation for final adoption by the Authority Board, the proposed budget has been presented to the Crescent City Council and the Del Norte County Board of Supervisors for comment. Both the Crescent City Council and the Board of Supervisors had no comments.

Analysis: The proposed balanced budget for Fiscal Year 2016/2017 is attached. The Board may make changes to this budget at this meeting prior to final adoption.

This staff report is intended to give an overview of the assumptions and projections to be used in the preparation of the Authority budget for Fiscal Year 2016/2017.

7.2



Projected Expenses

This proposed budget includes Salaries and Benefits determined using spreadsheets from the County Auditor's office to project salaries based on the current status of negotiations with SEIU Local 1021 representing employees of the Del Norte Solid Waste Management Authority.

Several of these amounts are projected by the Del Norte County Auditor's office, including depreciation and the "Interfund Cost Plan", which is the charge for our share of County services.

As part of this budgeting process, I have compared the adopted and revised budget for each budget line for the past three fiscal years to identify spending trends and budget accordingly. Most operating expenses for next year will remain much the same as this year.

Significant budget changes are associated with landfill obligations. The amount of State Fees budgeted would cover the Waste Discharge Fees for the Crescent City Landfill in the same amount as were assessed this year. At this time, the Authority is continuing its appeal of these fees, and continue to make efforts to have the Waste Discharge Fees reduced for the fiscal year 16/17. If those fees are reduced, that would improve the Authority's fiscal outlook for the coming year.

Professional service expenses are expected to decrease this coming year as there will be fewer needs for water quality engineering or landfill survey expenses. The potential transfer station floor repair expenses are not included in this budget at this time. Staff anticipate a minor reduction in legal expenses as negotiations with the employees union are not expected to continue next fiscal year. Treasurer expenses are expected to be similar to this year, as Mr. Taylor is working with Lisa Babcock to make sure she is able to take over some work he had been doing with respect to projecting OPEB and CERBT expenses and liabilities.

Revenue Projections

The two main sources of revenue for Authority operations are the Franchise Fees (90153) and Authority Service Fees (91004), about 1/3 of the transfer station tipping fees.

Proposed Franchise Fees from Recology Del Norte are based on revenues received this year. Franchise fee revenues are currently over 7.7% above budget. Franchise fee revenues for FY 16/17 are 5% above the budgeted amount for FY 15/16.

Similarly, current year Authority Service Fees from the Del Norte County Transfer Station are 1.4% ahead of budget, so the amount budgeted for budget lines 20239, 91003, and 91004 are all increased by 1.4% for the coming fiscal year. Furthermore, lines 20239 and 91004 have been increased to address Dry Creek Landfill's request for a \$0.58 per ton disposal fee increase starting in July 2016.

The largest revenue line is TS Gate Fees (91003), about 2/3 of the transfer station tipping fees. This is the main source of revenue to pay Hambro/WSG. We intend to budget the amount to pay Hambro/WSG from the Transfer Station Operations line (20239), paid from line (91003). Approximately \$40,000 of this amount will be paid from Authority Service Fees (91004), which are collected at the Gasquet and Klamath Transfer Stations.

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16	FY 15/16	FY 15/16	FY 16/17
			Adopted	Year to Date	Revised	Proposed
Salaries and Benefits						
10010		Payroll	\$ 291,772.00	\$ 174,543.03	\$ 241,365.00	\$ 332,728.00
10010	78	Payroll	\$ -	\$ -	\$ -	\$ -
10012		Overtime	\$ 750.00	\$ 598.14	\$ 750.00	\$ 750.00
10015		Part-time/Temp	\$ 18,000.00	\$ 19,741.31	\$ 28,000.00	\$ 28,792.00
10020		Retirement	\$ 84,025.00	\$ 52,025.86	\$ 72,525.00	\$ 81,628.00
10030		Employee Benefits	\$ 99,105.00	\$ 82,838.56	\$ 110,605.00	\$ 108,927.00
10032		Supp Health Insurance	\$ -	\$ -	\$ -	\$ -
10033		Employee Life Insurance	\$ 352.00	\$ 180.90	\$ 352.00	\$ 331.00
10035		Management Life Insurance	\$ 501.00	\$ 260.78	\$ 501.00	\$ 501.00
10040		Worker's Compensation	\$ 37,352.00	\$ 28,014.03	\$ 37,352.00	\$ 37,352.00
		Salaries and Benefits	\$ 531,857.00	\$ 358,202.61	\$ 491,450.00	\$ 591,009.00
Services & Supplies						
20110		Clothing	\$ -	\$ -	\$ -	\$ 1,000.00
20121		Communications	\$ 2,750.00	\$ 2,702.84	\$ 3,450.00	\$ 3,000.00
20140		Household Expense	\$ 4,475.00	\$ 3,896.22	\$ 4,975.00	\$ 5,200.00
20150		Insurance-Office	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00
20151		Liability Insurance	\$ -	\$ -	\$ -	\$ -
20152		Vehicle Insurance	\$ 3,525.00	\$ 2,151.76	\$ 3,525.00	\$ 3,000.00
20155		Liability Insurance	\$ 2,345.00	\$ 1,758.75	\$ 2,345.00	\$ 2,350.00
20170		Maintenance-Equipment	\$ 350.00	\$ 102.45	\$ 350.00	\$ 350.00
20171		Maintenance-Vehicles	\$ 800.00	\$ 422.88	\$ 2,600.00	\$ 1,000.00
20175		Maintenance-Computers	\$ 554.00	\$ -	\$ 554.00	\$ 500.00
20180		Maint-Structures/Improvements & TS Maint	\$ 700.00	\$ 17,830.68	\$ 21,700.00	\$ 500.00
20180	53	Maintenance of Structures	\$ -	\$ -	\$ -	\$ -
20200		Memberships	\$ 7,600.00	\$ 6,000.00	\$ 7,600.00	\$ 7,600.00
20221		Printing	\$ 500.00	\$ 214.76	\$ 488.00	\$ 400.00
20221	55	Printing	\$ -	\$ -	\$ -	\$ -
20221	62	Printing - Oil Grant 15/16	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
20221	65	Printing-DOC Grant 14/15	\$ -	\$ -	\$ 4,500.00	\$ -
20221	79	Printing- DOC 15/16	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
20221	75	Printing - Oil Grant 14/15	\$ -	\$ 93.28	\$ 1,000.00	\$ -
20221	66	Printing - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 3,000.00
20221	63	Printing - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 500.00
20223		Postage	\$ 1,400.00	\$ 750.72	\$ 1,400.00	\$ 1,000.00
20224		Office Supplies	\$ 5,000.00	\$ 3,837.19	\$ 5,000.00	\$ 5,000.00
20227		Books/Subscriptions	\$ 109.00	\$ -	\$ 109.00	\$ 175.00
20230		Prof Serv-Co/City	\$ 10,000.00	\$ 1,540.41	\$ 10,000.00	\$ 5,970.00
20230	70	Prof Serv-Model Contract	\$ -	\$ -	\$ -	\$ -
20231		Prof Serv	\$ 20,400.00	\$ 19,381.41	\$ 31,900.00	\$ 5,500.00
20232		Prof Serv-Well Monitoring	\$ 25,000.00	\$ 23,191.70	\$ 33,500.00	\$ 30,000.00
20232	1	Prof Svc-LEA	\$ -	\$ -	\$ -	\$ -
20232	2	Data Processing - Software	\$ 500.00	\$ 592.33	\$ 1,000.00	\$ 500.00
20233		Audit	\$ 9,500.00	\$ 7,350.00	\$ 8,500.00	\$ 9,000.00
20234		Legal Counsel	\$ 13,000.00	\$ 7,056.88	\$ 13,000.00	\$ 9,000.00
20235		Treasurer	\$ 5,000.00	\$ 5,440.00	\$ 7,000.00	\$ 7,000.00
20236		Security	\$ 500.00	\$ 620.84	\$ 687.00	\$ 800.00
20237		Credit Card Service Fees	\$ 13,500.00	\$ 8,829.65	\$ 13,500.00	\$ 12,500.00
20238		TS Collection	\$ 28,000.00	\$ 13,674.36	\$ 28,000.00	\$ 20,000.00
20239		Transfer Station Operations	\$ 1,840,000.00	\$ 1,259,338.68	\$ 1,840,000.00	\$ 1,891,226.90
20239	1	Post Closure Maintenance	\$ 8,000.00	\$ 1,744.74	\$ 8,000.00	\$ 5,000.00

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16	FY 15/16	FY 15/16	FY 16/17
			Adopted	Year to Date	Revised	Proposed
20240		Advertising/Publications	\$ 1,000.00	\$ 633.65	\$ 1,000.00	\$ 800.00
20240	79	Advertising - DOC Grant 15/16	\$ -	\$ 34.80	\$ 3,000.00	\$ 2,965.00
20240	54	Advertising - Oil Grant 09/10	\$ -	\$ -	\$ -	\$ -
20240	55	Advertising	\$ -	\$ -	\$ -	\$ -
20240	62	Advertising - Oil grant 15/16	\$ 2,000.00	\$ 814.90	\$ 2,000.00	\$ 1,185.00
20240	60	Advertising Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20240	61	Advertising Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
20240	67	Advertising- DOC Grant 12/13	\$ -	\$ -	\$ -	\$ -
20240	68	Advertising - DOC 13/14	\$ -	\$ -	\$ -	\$ -
20240	65	Advertising - DOC Grant 14/15	\$ -	\$ 1,635.00	\$ 3,000.00	\$ -
20240	74	Advertising - Oil Grant 11/12	\$ -	\$ -	\$ -	\$ -
20240	75	Advertising - Oil Grant 14/15	\$ -	\$ 2,476.00	\$ 2,476.00	\$ -
20240	66	Advertising - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 2,000.00
20240	63	Advertising - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 3,000.00
20250		Lease of Equipment	\$ 2,880.00	\$ 2,349.90	\$ 3,100.00	\$ 3,100.00
20251		Lease - Gasquet Transfer Station	\$ 650.00	\$ 661.39	\$ 662.00	\$ 675.00
20260		Rent-Office	\$ -	\$ -	\$ -	\$ -
20269		Lease Payment - Card Machine	\$ -	\$ -	\$ -	\$ -
20270		Minor Equipment (>\$1K)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
20275		Small Tools (<\$1K)	\$ 750.00	\$ 362.47	\$ 750.00	\$ 750.00
20280		Delivery Service	\$ 600.00	\$ 240.00	\$ 600.00	\$ 380.00
20281		Household Hazardous Waste Event	\$ 32,000.00	\$ 29,772.00	\$ 31,620.00	\$ 32,000.00
20283		Community Clean-up	\$ 5,500.00	\$ 4,067.55	\$ 5,500.00	\$ 5,500.00
20285		Special Dept Expense	\$ 1,500.00	\$ 624.00	\$ 1,880.00	\$ 1,500.00
20285	62	Spec Dept Exp - Oil Grant 15/16	\$ 6,500.00	\$ 1,898.48	\$ 6,500.00	\$ 4,601.52
20285	60	Spec Dept Exp-Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20285	61	Special Dept Exp-Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
20285	65	Spec Dept Exp-DOC Grant 14/15	\$ -	\$ 830.00	\$ 4,500.00	\$ -
20285	68	Spec Dept Exp - DOC 13/14	\$ -	\$ 2,460.00	\$ -	\$ -
20285	79	Spec Dept Exp - DOC Grant 15/16	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00
20285	74	Spec Dept Exp - Oil Grant 11/12	\$ -	\$ -	\$ -	\$ -
20285	75	Spec Dept Exp - Oil Grant 14/15	\$ -	\$ -	\$ 4,434.00	\$ -
20285	66	Spec Dept Exp - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 4,500.00
20285	63	Spec Dept Exp - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 6,500.00
20286		Cash Over/Under	\$ 175.00	\$ (147.81)	\$ 175.00	\$ 175.00
20287		DNDI Other Pickups	\$ -	\$ -	\$ -	\$ -
20288		City Collections	\$ 16,500.00	\$ 14,026.14	\$ 16,500.00	\$ 16,500.00
20290		Travel	\$ 3,000.00	\$ 1,454.68	\$ 3,000.00	\$ 3,000.00
20290	53	Travel	\$ -	\$ -	\$ -	\$ -
20290	62	Travel - Oil Grant 15/16	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00
20290	60	Travel-Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20290	61	Travel - Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
20290	65	Travel - DOC Grant 14/15	\$ -	\$ 99.00	\$ 3,000.00	\$ -
20290	79	Travel - DOC Grant 15/16	\$ -	\$ 1,441.50	\$ 4,500.00	\$ 3,059.00
20290	75	Travel - Oil Grant 14/15	\$ -	\$ -	\$ -	\$ -
20290	66	Travel - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 4,500.00
20290	63	Travel - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 2,500.00
20291		Commissioner Expense	\$ -	\$ -	\$ -	\$ -
20297		Vehicle Fuel	\$ 1,600.00	\$ 953.39	\$ 1,600.00	\$ 1,500.00
20300		Utilities	\$ -	\$ -	\$ -	\$ -
20301		State Fees	\$ 73,431.00	\$ 30,625.00	\$ 68,931.00	\$ 57,191.00
		Services & Supplies	\$ 2,159,194.00	\$ 1,485,834.57	\$ 2,238,511.00	\$ 2,204,053.42

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16 Adopted	FY 15/16 Year to Date	FY 15/16 Revised	FY 16/17 Proposed
Other Charges						
30420		Interest Payments	\$ -	\$ -	\$ -	\$ -
30440		Transfer Station Loan Pymts-Interest	\$ -	\$ -	\$ -	\$ -
30490		Depreciation Expense	\$ 98,000.00	\$ -	\$ 98,000.00	\$ 96,500.00
30500		Department Allotment	\$ -	\$ -	\$ -	\$ -
		Other Charges	\$ 98,000.00	\$ -	\$ 98,000.00	\$ 96,500.00
Fixed Assets						
40610	59	Construction	\$ -	\$ -	\$ -	\$ -
40610	200	Transfer Station Construction	\$ -	\$ -	\$ -	\$ -
40620	59	Equipment	\$ -	\$ -	\$ -	\$ -
40620	200	Transfer Station Construction	\$ -	\$ -	\$ -	\$ -
40620	300	Resource Recovery Park Development	\$ -	\$ -	\$ -	\$ -
40620	400	Computer Equipment	\$ -	\$ -	\$ -	\$ -
40620	500	Equipment	\$ -	\$ -	\$ -	\$ -
40620	600	Vehicle	\$ -	\$ -	\$ -	\$ -
		Fixed Assets	\$ -	\$ -	\$ -	\$ -
Intra / Inter Fund Transfers						
70530	25	Interfund-Repayment to County	\$ 202,275.00	\$ 202,271.13	\$ 202,275.00	\$ 202,272.00
70530	199	Interfund-Cost Plan	\$ 53,449.00	\$ 36,056.00	\$ 53,449.00	\$ 63,835.00
70800		ARC Payment OPEB	\$ 11,125.00	\$ -	\$ 11,125.00	\$ 11,125.00
70910		Op. Transfer Out	\$ -	\$ -	\$ -	\$ -
70910	123	Op Trans Out Bad Check Fee	\$ -	\$ 25.00	\$ -	\$ -
		Intra / Inter Fund Transfers	\$ 266,849.00	\$ 238,352.13	\$ 266,849.00	\$ 277,232.00
Other Charges						
81000		Contingency	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00
		Other Charges	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00
TOTAL EXPENDITURES			\$ 3,056,900.00	\$ 2,082,389.31	\$ 3,094,810.00	\$ 3,171,794.42

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16 Adopted	FY 15/16 Year to Date	FY 15/16 Revised	FY 16/17 Proposed
Revenues						
90153		Franchise Fees	\$ (242,000.00)	\$ (175,329.00)	\$ (242,000.00)	\$ (256,520.00)
90210		Code Enforcement	\$ -	\$ -	\$ -	\$ -
90300		Interest - Solid Waste	\$ (1,800.00)	\$ (1,268.23)	\$ (1,800.00)	\$ (1,850.00)
90301		Late Payment Fee	\$ -	\$ (74.28)	\$ -	\$ -
90650	79	DOC Grant 15/16	\$ -	\$ -	\$ (15,000.00)	\$ (13,524.00)
90650	61	Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
90650	75	Oil Grant - 14/15	\$ -	\$ -	\$ (7,910.00)	\$ -
90650	62	Oil Grant - 15/16	\$ (15,000.00)	\$ -	\$ (15,000.00)	\$ (786.52)
90650	66	DOC Grant 16/17	\$ -	\$ -	\$ -	\$ (15,000.00)
90650	63	Oil Grant 16/17	\$ -	\$ -	\$ -	\$ (15,000.00)
90650	78	HD 16F Grant	\$ -	\$ -	\$ -	\$ -
90830		Closure/Post Closure Fee	\$ -	\$ -	\$ -	\$ -
91001		Tipping Fees	\$ -	\$ -	\$ -	\$ -
91002		Resource Recovery Infrastructure Fee	\$ -	\$ -	\$ -	\$ -
91003		Gate Tipping Fees	\$ (1,800,000.00)	\$ (1,249,644.62)	\$ (1,800,000.00)	\$ (1,850,378.09)
91003	99	Gate Tipping Fees - Prior Yr	\$ -	\$ (156.86)	\$ -	\$ -
91004		Authority Service Fees	\$ (997,000.00)	\$ (672,191.66)	\$ (997,000.00)	\$ (1,018,135.80)
91004	99	DNSWMA Tipping Fees - Prior Yr	\$ -	\$ (78.91)	\$ -	\$ -
91070		Operating Transfer In (from 608)	\$ -	\$ -	\$ -	\$ -
91070	25	Op Tran In from County (Loan)	\$ -	\$ -	\$ -	\$ -
91075	25	Op Transfer In from County	\$ -	\$ -	\$ -	\$ -
91121		Misc Reimbursements	\$ (1,000.00)	\$ (464.05)	\$ (1,000.00)	\$ (500.00)
91121	123	Bad Check Fee Reimb	\$ (100.00)	\$ (75.00)	\$ (100.00)	\$ (100.00)
91122		Insurance Recovery	\$ -	\$ -	\$ -	\$ -
91124		Misc Revenue	\$ -	\$ -	\$ -	\$ -
91129	65	DOC Grant - 14/15	\$ -	\$ (15,000.00)	\$ (15,000.00)	\$ -
91129	68	DOC Grant 13/14	\$ -	\$ -	\$ -	\$ -
91130		Construction Loan	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES			\$ (3,056,900.00)	\$ (2,114,282.61)	\$ (3,094,810.00)	\$ (3,171,794.41)
Net Cost			\$ -	\$ (31,893.30)	\$ -	\$ 0.00



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: 14 June 2016
To: Commissioners of the Del Norte Solid Waste Management Authority Board
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 101502 – Joint Powers Agreement
Attachment: **Redline version of Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority (Second Amended JPA)**

Topic: Potential Revisions to the 'First Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte creating the Del Norte Solid Waste Management Authority'

Summary / Recommendation: That the Authority Board of Commissioners approve and adopt the attached **Second Amended JPA**.

Background: At the 10 May 2016 meeting of the Del Norte County Board of Supervisors, Chair Hemmingsen suggested several additional changes to the draft presented. Staff have incorporated changes to the Second Amended JPA as attached to address these comments. These changes were reviewed and approved at the Authority meeting of 17 May 2016, the Crescent City Council meeting of and the Del Norte County Board of Supervisors on 14 June 2016.

At the Del Norte County Board of Supervisor's meeting of 26 January 2016, Supervisor Finigan requested that the Board of Supervisors consider options to reduce the occasions when the actions of the Authority Board are also subject to additional approvals by the Del Norte County Board of Supervisors and the Crescent City Council.

The attached '**Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority**,' (Second Amended JPA) implements the following changes:

7.3

1. With respect to how the Authority's annual budget is approved, DNSWMA transmits a draft Authority budget in March or April to the City Manager and Chief Administrative Officer. Either the City Council or County Board of Supervisors (or both) may agendize a discussion of the Authority's budget during the first two weeks of May. Official comments must be written and presented at the Authority meeting. DNSMWA posts public notice and adopts by June 30.
2. With respect to how the Authority's Public Commissioner is appointed, the Public Commissioner will be appointed by DNSWMA Board for 2 years, not subject to approval or removal by either the BOS or City Council.
3. With respect to how the Authority's Ordinances are approved, all Authority Ordinances other than Rate Ordinances must be approved by BOS and City Council before final adoption by DNSWMA Board.

Alternatives:

1. The Board could direct staff to convene a joint meeting of the City Council and Board of Supervisors to discuss and possibly adopt an amended JPA.
2. The Board could not adopt the proposed changes, in which case the First Amended JPA would remain in effect.

Related Issues: None, except as it relates to the allocation of staff time.

*SECOND AMENDED
JOINT POWERS AGREEMENT
BETWEEN THE CITY OF CRESCENT CITY
AND THE COUNTY OF DEL NORTE
CREATING
THE DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY*



THIS AGREEMENT is made and effective on the last date executed below by and between the City of Crescent City, a municipality ("City"), and the County of Del Norte, a political subdivision of the State of California ("County"), (collectively referred to as "Parties" or "Charter Members") acting through their respective legislative bodies, concerning the following facts:

WHEREAS, each of the Parties to this Agreement is a "public agency" as this term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by Agreement, jointly exercise any power common to the contracting Parties; and

WHEREAS, each of the Parties hereto has the power, in addition to other powers which are common to each of them, to site, develop, construct and operate sanitary landfills for the collection and disposal of garbage, trash and rubbish generated within each of the Parties' territorial boundaries; and

WHEREAS, the California Integrated Waste Management Act of 1989 ("Act") requires each of the Parties to prepare a source reduction and recycling plan which includes a landfill siting element; and

WHEREAS, the Parties have found that it is to their mutual advantage and benefit to work together and share costs to prepare a source reduction and recycling plan that meets the requirements of the Act; and

WHEREAS, the Parties find that it would be to their mutual advantage and benefit to work together and share costs to implement the recommendations of the Solid Waste Management Options Plan and the Liquid Waste Management Options Plan as well as any other options for waste disposal and waste handling, and

WHEREAS, it is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, it is the intent of the Parties that other public agencies within the County that exercise the same common powers of DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY (DNSWMA) shared by the Parties may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro rata share of the organization, development and other costs of expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between DNSWMA and said participating nonvoting public agency member; and

WHEREAS, except as this agreement relates to liquid waste disposal the DNSWMA shall not have any jurisdiction relating to City's waste water treatment, treatment facilities and sewer system and this jurisdiction is expressly reserved to City.

NOW, THEREFORE, based upon the mutual promises contained herein, the Parties hereby agree as follows:

1. Creation:

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with § 6500), the Parties hereto hereby create a public agency, separate and apart from the Parties, to be known as the DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY ("DNSWMA"), which shall administer this Agreement.

1.1. Office. DNSWMA office is at 1700 State Street, Crescent City, California. The location of its principal office may be set from time to time by resolution of the governing board.

1.2. Liability. It is the intent of the parties, in entering this Agreement, that City and County shall not incur any increased monetary liability than it had prior to the effective date of this Agreement relating to the powers and duties transferred in this Agreement to DNSWMA - including, but not limited to, such duties that relate to the management and closure of the present Sanitary Landfill - and to any extent that this agreement imputes such liability, the agreement shall, to that extent, be void and have no operation or effect. The entry into this Agreement shall not impute any liability to City for any prior acts of County, its residents, businesses, agents, employees and franchisees; nor impute any liability to the County for any prior acts of the City, its residents, businesses, agents, employees and franchisees.

1.3. Contributions. In creating DNSWMA as a separate entity neither the City of Crescent City nor the County of Del Norte shall have any increased obligation to make any contributions, including any funds nor staff (except the two appointed commissioners), to assist DNSWMA in carrying out its functions. However the Charter Members may, in the sole and absolute discretion of each, contribute such funds as their respective legislative bodies deem appropriate and expedient in their budgetary processes. Notwithstanding the foregoing, the County and City shall immediately turn over to DNSWMA's treasurer all unexpended funds earmarked for the functions of DNSWMA now held and subsequently received by County and City. This includes funds received from the "Solid Waste Benefit Assessment" and any funds that may be received from a sales tax initiative now pending before the electorate.

1.3.1. Additional Funding. Upon the request or approval of DNSWMA, any Party hereto may make payments, advances or contributions to DNSWMA

from its treasury for all purposes set forth herein, and upon request or approval of DNSWMA, may contribute funds, personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by the agency herein created. The terms of any advance, payment or contributions and any repayment thereof shall be as mutually agreed upon between the contributor and DNSWMA.

1.3.2. Repayment or Return of Contributions. Repayment or return to any contributing Party of all or part of any payment, advances or contributions in cash or in kind may be authorized by the Commission from revenues produced from the operation of the agency or from the proceeds of the issuance of bonds or other evidences of indebtedness by the agency. Repayment or return of contributions shall be made on a pro rata basis at the time specified by the Commission in conformity with Government Code Section 6512.1.

1.4. Debts. None of the debts, liabilities or obligations of DNSWMA shall be the debts, liabilities or obligations of any of the Charter Members unless assumed in each particular case by resolution of the governing body of the Party to be charged.

15. Accountability: DNSWMA shall be held strictly accountable for all funds and shall make an annual report to all Parties to this Agreement of all receipts and disbursements, all according to Section 6505 of the Government Code and other applicable statutes, using established accounting practices.

1.6. Boundaries. The jurisdiction of DNSWMA shall encompass all the incorporated and unincorporated territory within the geographical boundaries of the County of Del Norte, State of California.

1.7. Affirmative action. DNSWMA shall follow the mandate of Government Code § 6522 relating to minority and women participation goals.

1.8 Claims. All claims and actions for money or damages against DNSWMA and its officers and employees are governed by Division 3.6 (commencing with section 810) of Title I of the government Code of the State of California. DNSWMA shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said code.

1.9. Interests in contracts. The provisions of Article 4 (commencing with section 1090), Article 4.5 (commencing with § 1100) and Article 4.6 (commencing with § 1120), Chapter 1, Division 4, Title 1, of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of DNSWMA.

1.10. Enforcement. DNSWMA is hereby authorized to take any or all legal actions necessary and permitted to enforce this Agreement.

1.11. Assignment of franchises. Effective immediately, the Charter Members, in entering this Agreement hereby consent to the assignment, and do hereby assign, all right, title and interest in each entity's franchise. The Charter Members shall adopt such ordinances or resolutions necessary to effectuate this intent. With this assignment the right to receive franchise fees shall pass to DNSWMA from the Charter Members.

1.12. Organizational expenses. DNSWMA shall reimburse the Charter Members for all costs and expenses, including staff time and attorney's fees, incurred by them in its organization.

2. Purpose:

The purpose of this Agreement is for the:

- A) Planning, siting, permitting, developing, constructing, maintaining, managing and providing gate attendants for public disposal sites, transfer stations, and/or sanitary landfills, and planning for and securing the services of necessary non-disposal processing facilities or other options related to recovering discarded resources and processing those materials to increase their value;
- B) Preparing, implementing, and providing related monitoring, reporting, updates and revisions for programs of a Regional Agency Integrated Waste Management Plan as required under the California Integrated Waste Management Act of 1989 as amended (California Public Resources Code commencing with section 40050), including programs related to used motor oil, oil filters, and household hazardous wastes and other materials and products banned from mixed waste disposal;
- C) Defining and monitoring the service standards for collections of discards in the incorporated and unincorporated area of County and the ability to grant franchises for waste hauling and/or collection and processing of mixed recyclable materials, in its discretion;
- D) Exercising all setting and controls on maximum rates to be charged to the public for discard collections services, and solid waste and recycling services in Del Norte County, and other appropriate powers reasonably necessary to carry out the purpose of this Agreement, including securing disposal capacity for Del Norte County residents, agencies, and businesses as required under Public Resources Code sections 41701 and 41703;
- E) Developing, securing adoption, and implementing Ordinances and programs to control and prosecute illegal dumping and blight in Del Norte County associated with solid waste accumulation and storage; and
- F) Post-closure maintenance, monitoring, reporting and remediation related to the Crescent City Landfill as required by relevant Orders from the Regional

Water Quality Control Board, North Coast Region, the California Department of Resources Recycling and Recovery (CalRecycle) and the North Coast Air Quality Management District.

3. Composition of the Commission:

3.1. Voting Commissioners: DNSWMA shall be administered by a governing board of five (5) voting members composed of two elected members of the legislative body of the City of Crescent City duly appointed to the governing board by City's City Council; two elected members of the Board of Supervisors of the County of Del Norte duly appointed to the governing board by County's Board of Supervisors; and a fifth member chosen by the four appointed members. At the option of the four appointed members, they may select an alternate for the fifth member. No Party's representative to the commission shall cease to have a representative on the commission if that Party terminates its participation in this Agreement. The governing Board shall be called the "GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY" and each member will be called a "Commissioner." Each of the four commissioners appointed by the entities forming this authority shall cease to be a member of the governing board when he ceases to hold office on the governing body of the public agency that appointed him. Vacancies of a voting member of the governing board shall be filled by the respective appointing parties. Any member of the governing board of DNSWMA may be removed at any time in the same manner that the commissioner was appointed. In addition, each Party to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each Party shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such representative or alternate(s) provided each alternate is an elected member of the legislative body of each party.

The commissioners appointed by the Charter Members shall take office immediately upon execution their appointment.

The voting commissioners shall be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as provided in the bylaws.

3.2. Nonvoting Public Agency Members: Public agencies that jointly exercise any power common to DNSWMA ("Associate Members"), other than the Parties hereto, may be granted the status of a nonvoting public agency member of DNSWMA by the Commission. If any "public agency," as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with DNSWMA then and payment to DNSWMA of a pro rata share of organization,

planning and other costs and charges as determined by the Commission to be appropriate. Any reimbursement for expenses of the nonvoting commissioners shall be as provided in the bylaws. Each nonvoting commissioner shall serve at the pleasure of the governing board and at the pleasure of the entity that appointed the member. Vacancies shall be filled by the Associate Member.

No person while serving as a Commissioner voting or nonvoting shall be eligible to be appointed to any salaried office or employment of DNSWMA nor shall become eligible for such appointment within one year after he has ceased to be a member of the governing board.

3.3. Fiscal year. The fiscal year of DNSWMA shall begin on July 1 and shall end on June 30th of each successive year.

3.4. Budget. The governing board shall adopt an annual budget not later than June 30 .

4. Organization of the Commission:

4.1. Officers: The governing board shall elect a chairman, a vice chairman, and such other officers as the Commission shall find appropriate, to serve the Commission for a term of one year unless sooner terminated at the pleasure of the governing board and their non-statutory duties shall be as provided in the bylaws or from time to time set by resolution of DNSWMA.

4.2. Employees. The governing board shall have the power to appoint and employ and determine the compensation of such officers, employees, consultants, advisers and independent contractors as may be necessary for the purposes hereof. DNSWMA staff, other than employees of a party performing services for DNSWMA, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law. Nothing herein contained shall be construed as making DNSWMA a department of County or City or as placing any of the officers, counsel, personnel, or employee of DNSWMA under any form of specially protected employment right or status.

4.3. Bonding. From time to time, the governing board shall designate the public officers or persons, in addition to the Treasurer/Controller, having charge of handling or having access to any property of DNSWMA, and the respective amounts of the official bonds of such persons.

4.5. Indemnification. DNSWMA commissioners, employees, and officers shall be entitled to indemnity, to the fullest extent allowed by law, from the DNSWMA for any legal liability arising from the good faith performance of their duties for the DNSWMA and for such liability incurred as a result of their position with the DNSWMA.

5. Meetings:

5.1. Brown Act: The Commission shall provide for regular meetings and special meetings according to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, title 5, of the Government Code beginning with Section 54950, or according to such other regulations as the legislature may hereafter provide.

5.2. Quorum. Three members of the governing board shall constitute a quorum for the transaction of business; provided that any affirmative vote shall require at the presence of at least one commissioner appointed by each of the Charter Members, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all Parties hereto and ratified by each Party's legislative body.

5.3. Rules. The governing board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

5.4. Regular meetings. The governing board shall, in its bylaws, provide for the frequency of its regular meetings.

6. Powers and Functions:

6.1. General Powers: DNSWMA shall have any and all powers authorized by law to all of the Parties hereto, and separately to the Agency herein created, relating to the acquisition, siting, licensing, construction, financing, disposition, use, operation and maintenance of solid waste handling facilities, disposal sites, disposal contracts and franchise, and/or sanitary landfills for the disposal or recycling of garbage, hazardous waste, rubbish and trash generated within the boundaries of such Parties, and preparation of and implementation of solid waste management plans that meet all the requirements of the applicable regulatory agencies. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of DNSWMA. DNSWMA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation, or maintain and operate, any buildings, works or improvements, to acquire, hold or dispose of real and personal property wherever located, or any interest therein, by deed, purchase, lease, contract,

gift, devise, or otherwise; to invest; to finance or loan; to issue revenue bonds; to levy taxes; to incur debts, liabilities or obligations (provided no debt shall constitute a debt, liability or obligation of the Charter Members); to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name and bring any action to determine the validity of a contract (California Code of Civil Procedure §860); to apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States government or the State of California, or from any other public agency or from other sources, public and private, and expend such funds for the purposes set out in this Agreement; to obtain insurance; to make rules, ordinances, resolutions, and procedural regulations; generally to do any and all things necessary or convenient to provide reasonable options for the disposal of garbage, liquid waste, rubbish and refuse including the recycling of the same. Any ordinances of the governing board of DNSWMA that address issues other than customer rates or contractor service fees must be approved by a majority vote of both the City Council and the Board of Supervisors before the ordinance may be adopted.

6.2. Specific powers: Without limiting the foregoing generality, DNSWMA may:

A. Acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any Party without the consent of said Party;

B. As a separate public entity, issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of DNSWMA or its Charter and Associate Members, and to provide for the repayment thereof;

C. Issue equipment trust certificates pursuant to Government Code § 6518 and issue revenue bonds per § 6546.6;

D. Obtain in its own name all necessary permits and licenses, opinions and rulings;

E. Whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what DNSWMA could do, or to perform any proper corporate functions, and enter into agreements with such a corporation;

6.3. Reservation by Charter Members. The City of Crescent City and the County of Del Norte each reserve the joint power to approve amendments to this Agreement.

6.4. Methodology. Pursuant to California Government Code sections 6503 and 6509, and except as otherwise provided in this agreement or the law governing joint powers agencies, DNSWMA shall exercise its powers in the manner in which the City of Crescent City is authorized to exercise its powers, and the DNSWMA shall be subject to the restrictions on the manner of exercise of those powers that would be applicable to the City of Crescent City.

7. Budget Process/Funding:

It is the intent of this Agreement that each Party shall jointly approve the DNSWMA's proposed budget for each fiscal year's operation of DNSWMA, in the following manner, namely:

- A. DNSWMA shall once each year, during the months of March and April, prepare a proposed budget for the ensuing year.
- B. After preparation of the budget, DNSWMA shall transmit a copy of the proposed budget to the County Administrative Officer and City Manager of each Charter Member. Each Party shall promptly review the proposed DNSWMA budget and may agendaize a discussion of the proposed DNSWMA budget on a regular meeting agenda for that Charter Member.
- C. In the event any Party has specific comments, objections, additions or deletions to the proposed budget for the forthcoming fiscal year, that Party shall notify DNSWMA of it in writing on or before the 15th day of May of each year.
- D. In the event a Party has comments that could impact the proposed DNSWMA budget, the Commission shall notify that Party of the time and place of the DNSWMA hearings and it shall be incumbent upon said Party to be present at such hearings so that a resolution of the matter can be reached.
- E. After submission of the final budget the governing board shall fix a time and place for hearing by the governing board thereon. The notice shall be in conformity with Government Code §§ 6060 and 6061 and shall be mailed to each Charter Member.
- F. At the budget hearing the governing board may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.
- G. Not later than June 30 of each year the Commission shall adopt the final budget. The several items of the adopted budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the adopted budget.

In addition to the biannual audits required by Government Code Section 6505, special audits may be called for and paid for by the Commission at any time.

The governing board of the DNSWMA shall require at least annual audits through fiscal year 1997-98. Thereafter, the governing board by unanimous vote of all commissioners may authorize that audits be performed at least bi-annually.

8. Termination:

8.1 Term. This Agreement shall be dated the date of the last execution of by the Charter Members and shall be effective on the date thereof and shall continue until rescinded or terminated.

8.2. Unilateral withdrawal. The Agreement between the Parties shall remain in effect as to any Party, unless and until it is terminated as to such Party by notice in writing to all other Parties given by the withdrawing Party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any Party shall not terminate this Agreement (so long as there are Associate Members to DNSWMA) as to the remaining parties or the existence of the DNSWMA, or the Commission, herein created. The jurisdiction of DNSWMA over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of DNSWMA shall remain the property and obligation of DNSWMA and the withdrawing Charter Member shall have no interest in, nor obligation relating to, DNSWMA's assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to DNSWMA that said withdrawing party has legally and nonrevocably committed.

8.3. Mutual termination. Should both Charter Members agree to dissolution of the DNSWMA as a legal entity, all debts of and advances of DNSWMA shall be paid, and then the property of DNSWMA, whether real or personal, shall be divided among and distributed to all of the Parties who at any time during the existence of DNSWMA were Parties to this Agreement in proportion to the costs borne by each such Party to the DNSWMA during its legal existence by unreimbursed contributions made pursuant to this Agreement.

8.4. Upon withdrawal or dissolution of DNSWMA, those withdrawing Members shall have the option to succeed as franchiser to any existing DNSWMA franchise for that portion of the franchise operative within their respective jurisdictional boundaries for the remaining term of the franchise.

8.5. Whenever possible, DNSWMA shall include in all contracts, franchises, and grants, the performance of which are not reasonably expected to be completed within one year of execution, a provision allowing the assignment,

upon dissolution, of DNSWMA'S interest to the City, County or both as appropriate.

8.6. During the 1997-98 fiscal year, DNSWMA shall conduct a Waste Generation, Characterization and Market data collection study in compliance with guidelines approved by the California Integrated Waste Management Board. The study shall also be fashioned so that the data is segregated between the incorporated and unincorporated areas of Del Norte County. DNSWMA shall ensure that its Franchisees, and other data collectors, shall be aware of the jurisdictional boundaries of the Charter Members and that adequate proof of residence is required from the customers of the Franchisee/other data collectors. Upon the completion of this study either Charter Member may elect to have its staff meet with the staff of the other Charter Member to determine if this JPA should be amended to require DNSWMA to conduct further studies to ensure that, in the event of dissolution or abolishment, the Charter Members shall individually have data readily available for the Charter Members' separate reports and plans for the consideration of other government agencies. In the event either Charter Member gives Notice of Withdrawal of its participation in the DNSWMA, each Charter Member may appoint agents to work with the staff of DNSWMA to collect data for operations and reporting following dissolution. DNSWMA shall fully cooperate with the Charter Members' agents. Following dissolution, the Charter Members shall cooperate with the other to allow access to DNSWMA records.

9. Insurance:

The Commission of DNSWMA is authorized to and shall procure general comprehensive liability and other insurance by such means and in such amounts as it deems advisable to protect the DNSWMA and each of the Parties hereto, charging the cost thereof to the operating costs of the DNSWMA.

10. Immunity:

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

11. Breach:

In the event that any Party to this Agreement should at any time claim that another Party has in any way breached or is breaching this Agreement, the complaining Party shall file with the governing body of the other Party, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable time and place, specified by it, give all Parties full opportunity to be heard on the matter, and shall, upon conclusion of said hearings, give the legislative or governing bodies of all Parties a full report of its findings and recommendations. The report, findings, and recommendations shall be deemed advisory only, shall not in any way bind any of the Parties hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of the report and recommendations, if any Party should be dissatisfied with or disagree with the same, the legislative or governing bodies of the Parties in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, to resolve their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done to any Party to rescind or terminate this Agreement, except as provided in this Agreement, unless and until such Party has first given to the other Parties a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

12. Severability:

It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this Agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

13. Notices:

All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each Party at the address indicated on this agreement adjacent to the signature line of each Party.

14. Duplicate Originals:

This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

15. Consent:

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

16. Regional Agency for Diversion Goals:

16.1. DNSWMA shall be a Regional Agency charged with implementing Part 2 (commencing with section 40900) of Division 30 in the Public Resources Code having to do with integrated waste management diversion goals. The formation of a Regional Agency is for purposes of joint achievement of the diversion goals of the City of Crescent City and County of Del Norte.

16.2. DNSWMA shall be responsible for the payment of any civil penalties imposed against DNSWMA or any Member pursuant to Public Resources Code sections 41813 and 41850.

16.3. In the event DNSWMA is dissolved and any civil penalties imposed pursuant to Public Resources Code sections 41813 and 41850 are then left unpaid, payment shall be as follows:

16.3(a) Any penalties assessed against DNSWMA resulting from a Member's failure to perform acts required under this agreement or the law shall be paid by that Member.

16.3(b) Any penalties assessed against DNSWMA resulting from DNSWMA'S failure to perform shall be paid pro rata by City and County. The City's share of the total liability for such fines shall be equal to the percentage of the County's total population living within the City Limits at the time the fines are imposed, and the County shall be responsible for the remainder of any such civil fines.

16.4. In the event that DNSWMA is abolished or dissolved, each Member shall be responsible for complying with the requirements of Part 2 (commencing with section 40900) of Division 30 of the Public Resources Code and all regulations adopted under that legislation within its respective jurisdictional boundaries in accordance with the programs set forth in the Authority's plans submitted and approved by the CIWMB. Those plans include "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992 and as updated from time to time, which SRRE is hereby incorporated by reference.

16.5. DNSWMA shall be responsible for compliance with Article 1 (commencing with section 41780) of Chapter 6 of Part 2 of Division 30 of the Public Resources Code. City and County shall each cooperate with and exercise in good faith to do all things reasonably necessary to allow DNSWMA to ensure compliance by the Authority, City, and County.

16.6. DNSWMA shall implement and operate the source reduction, recycling, and composting programs set forth in "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992, and as may be updated from time to time, which SRRE is incorporated herein by reference.

16.7. Nothing in this Article shall be construed to expand or limit the Members' existing duties, responsibilities, obligations, or rights relating to the County-owned sanitary landfill located outside the jurisdictional boundaries of the City.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

CITY OF CRESCENT CITY

By: _____
Ron Gastineau, Mayor

Date: _____

Attest:

Kymmie Scott, City Clerk

COUNTY OF DEL NORTE

By: _____
Gerry Hemmingsen, Chairperson
Board of Supervisors

Date: _____

Attest:

Kylie Hereford, Clerk
Board of Supervisors

1. With respect to how the Authority's annual budget is approved, DNSWMA transmits a draft Authority budget in March or April to the City Manager and Chief Administrative Officer. Either the City Council or County Board of Supervisors (or both) may agendize a discussion of the Authority's budget during the first two weeks of May. Official comments must be written and presented at the Authority meeting. DNSMWA posts public notice and adopts by June 30.
2. With respect to how the Authority's Public Commissioner is appointed, the Public Commissioner will be appointed by DNSWMA Board for 2 years, not subject to approval or removal by either the BOS or City Council.
3. With respect to how the Authority's Ordinances are approved, all Authority Ordinances other than Rate Ordinances must be approved by BOS and City Council before final adoption by DNSWMA Board.

Alternatives: 1. The Board could direct staff to convene a joint meeting of the City Council and Board of Supervisors to discuss and possibly adopt an amended JPA.

2. The Board could not adopt the proposed changes, in which case the First Amended JPA would remain in effect.

Related Issues: None, except as it relates to the allocation of staff time.

SECONDFIRST AMENDED
JOINT POWERS AGREEMENT
BETWEEN THE CITY OF CRESCENT CITY
AND THE COUNTY OF DEL NORTE
CREATING
THE DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY



Form

THIS AGREEMENT is made and effective on the last date executed below by and between the City of Crescent City, a municipality ("City"), and the County of Del Norte, a political subdivision of the State of California ("County"), (collectively referred to as "Parties" or "Charter Members") acting through their respective legislative bodies, concerning the following facts:

WHEREAS, each of the Parties to this Agreement is a "public agency" as this term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by Agreement, jointly exercise any power common to the contracting Parties; and

WHEREAS, each of the Parties hereto has the power, in addition to other powers which are common to each of them, to site, develop, construct and operate sanitary landfills for the collection and disposal of garbage, trash and rubbish generated within each of the Parties' territorial boundaries; and

WHEREAS, the California Integrated Waste Management Act of 1989 ("Act") requires each of the Parties to prepare a source reduction and recycling plan which includes a landfill siting element; and

WHEREAS, the Parties have found that it is to their mutual advantage and benefit to work together and share costs to prepare a source reduction and recycling plan that meets the requirements of the Act; and

WHEREAS, the Parties find that it would be to their mutual advantage and benefit to work together and share costs to implement the recommendations of the Solid Waste Management Options Plan and the Liquid Waste Management Options Plan as well as any other options for waste disposal and waste handling, and

WHEREAS, it is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, it is the intent of the Parties that other public agencies within the County that exercise the same common powers of DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY (DNSWMA) shared by the Parties may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro rata share of the organization, development and other costs of expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between DNSWMA and said participating nonvoting public agency member; and

WHEREAS, except as this agreement relates to liquid waste disposal the DNSWMA shall not have any jurisdiction relating to City's waste water treatment, treatment facilities and sewer system and this jurisdiction is expressly reserved to City.

NOW, THEREFORE, based upon the mutual promises contained herein, the Parties hereby agree as follows:

1. Creation:

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with § 6500), the Parties hereto hereby create a public agency, separate and apart from the Parties, to be known as the DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY ("DNSWMA"), which shall administer this Agreement.

1.1. Office. DNSWMA office is at 1700 State Street, Crescent City, California. The location of its principal office may be set from time to time by resolution of the governing board.

1.2. Liability. It is the intent of the parties, in entering this Agreement, that City and County shall not incur any increased monetary liability than it had prior to the effective date of this Agreement relating to the powers and duties transferred in this Agreement to DNSWMA - including, but not limited to, such duties that relate to the management and closure of the present Sanitary Landfill - and to any extent that this agreement imputes such liability, the agreement shall, to that extent, be void and have no operation or effect. The entry into this Agreement shall not impute any liability to City for any prior acts of County, its residents, businesses, agents, employees and franchisees; nor impute any liability to the County for any prior acts of the City, its residents, businesses, agents, employees and franchisees.

1.3. Contributions. In creating DNSWMA as a separate entity neither the City of Crescent City nor the County of Del Norte shall have any increased obligation to make any contributions, including any funds nor staff (except the two appointed commissioners), to assist DNSWMA in carrying out its functions. However the Charter Members may, in the sole and absolute discretion of each, contribute such funds as their respective legislative bodies deem appropriate and expedient in their budgetary processes. Notwithstanding the foregoing, the County and City shall immediately turn over to DNSWMA's treasurer all unexpended funds earmarked for the functions of DNSWMA now held and subsequently received by County and City. This includes funds received from the "Solid Waste Benefit Assessment" and any funds that may be received from a sales tax initiative now pending before the electorate.

1.3.1. Additional Funding. Upon the request or approval of DNSWMA, any Party hereto may make payments, advances or contributions to DNSWMA

from its treasury for all purposes set forth herein, and upon request or approval of DNSWMA, may contribute funds, personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by the agency herein created. The terms of any advance, payment or contributions and any repayment thereof shall be as mutually agreed upon between the contributor and DNSWMA.

1.3.2. Repayment or Return of Contributions. Repayment or return to any contributing Party of all or part of any payment, advances or contributions in cash or in kind may be authorized by the Commission from revenues produced from the operation of the agency or from the proceeds of the issuance of bonds or other evidences of indebtedness by the agency. Repayment or return of contributions shall be made on a pro rata basis at the time specified by the Commission in conformity with Government Code Section 6512.1.

1.4. Debts. None of the debts, liabilities or obligations of DNSWMA shall be the debts, liabilities or obligations of any of the Charter Members unless assumed in each particular case by resolution of the governing body of the Party to be charged.

15. Accountability: DNSWMA shall be held strictly accountable for all funds and shall make an annual report to all Parties to this Agreement of all receipts and disbursements, all according to Section 6505 of the Government Code and other applicable statutes, using established accounting practices.

1.6. Boundaries. The jurisdiction of DNSWMA shall encompass all the incorporated and unincorporated territory within the geographical boundaries of the County of Del Norte, State of California.

1.7. Affirmative action. DNSWMA shall follow the mandate of Government Code § 6522 relating to minority and women participation goals.

1.8 Claims. All claims and actions for money or damages against DNSWMA and its officers and employees are governed by Division 3.6 (commencing with section 810) of Title I of the government Code of the State of California. DNSWMA shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said code.

1.9. Interests in contracts. The provisions of Article 4 (commencing with section 1090), Article 4.5 (commencing with § 1100) and Article 4.6 (commencing with § 1120), Chapter 1, Division 4, Title 1, of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of DNSWMA.

1.10. Enforcement. DNSWMA is hereby authorized to take any or all legal actions necessary and permitted to enforce this Agreement.

1.11. Assignment of franchises. Effective immediately, the Charter Members, in entering this Agreement hereby consent to the assignment, and do hereby assign, all right, title and interest in each entity's franchise. The Charter Members shall adopt such ordinances or resolutions necessary to effectuate this intent. With this assignment the right to receive franchise fees shall pass to DNSWMA from the Charter Members.

1.12. Organizational expenses. DNSWMA shall reimburse the Charter Members for all costs and expenses, including staff time and attorney's fees, incurred by them in its organization.

2. Purpose:

The purpose of this Agreement is for the:

- A) Planning, siting, permitting, developing, constructing, maintaining, managing and providing gate attendants for public disposal sites, transfer stations, and/or sanitary landfills, and planning for and securing the services of necessary non-disposal processing facilities or other options related to recovering discarded resources and processing those materials to increase their value;
- B) Preparing, implementing, and providing related monitoring, reporting, updates and revisions for programs of a Regional Agency Integrated Waste Management Plan as required under the California Integrated Waste Management Act of 1989 as amended (California Public Resources Code commencing with section 40050), including programs related to used motor oil, oil filters, and household hazardous wastes and other materials and products banned from mixed waste disposal;
- C) Defining and monitoring the service standards for collections of discards in the incorporated and unincorporated area of County and the ability to grant franchises for waste hauling and/or collection and processing of mixed recyclable materials, in its discretion;
- D) Exercising all setting and controls on maximum rates to be charged to the public for discard collections services, and solid waste and recycling services in Del Norte County, and other appropriate powers reasonably necessary to carry out the purpose of this Agreement, including securing disposal capacity for Del Norte County residents, agencies, and businesses as required under Public Resources Code sections 41701 and 41703;
- E) Developing, securing adoption, and implementing Ordinances and programs to control and prosecute illegal dumping and blight in Del Norte County associated with solid waste accumulation and storage; and
- F) Post-closure maintenance, monitoring, reporting and remediation related to the Crescent City Landfill as required by relevant Orders from the Regional

Water Quality Control Board, North Coast Region, the California Department of Resources Recycling and Recovery (CalRecycle) and the North Coast Air Quality Management District.

3. Composition of the Commission:

3.1. Voting Commissioners: DNSWMA shall be administered by a governing board of five (5) voting members composed of two elected members of the legislative body of the City of Crescent City duly appointed to the governing board by City's City Council; two elected members of the Board of Supervisors of the County of Del Norte duly appointed to the governing board by County's Board of Supervisors; and a fifth member chosen by the four appointed members, whose appointment shall require approval from the City Council and the Board of Supervisors on an annual basis. At the option of the four appointed members, they may select an alternate for the fifth member. No Party's representative to the commission shall cease to have a representative on the commission if that Party terminates its participation in this Agreement. The governing Board shall be called the "GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY" and each member will be called a "Commissioner." Each of the four commissioners appointed by the entities forming this authority shall cease to be a member of the governing board when he ceases to hold office on the governing body of the public agency that appointed him. Vacancies of a voting member of the governing board shall be filled by the respective appointing parties. Any member of the governing board of DNSWMA may be removed at any time in the same manner that the commissioner was appointed. In addition, each Party to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each Party shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such representative or alternate(s) provided each alternate is an elected member of the legislative body of each party.

The commissioners appointed by the Charter Members shall take office immediately upon execution their appointment.

The voting commissioners shall be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as provided in the bylaws.

3.2. Nonvoting Public Agency Members: Public agencies that jointly exercise any power common to DNSWMA ("Associate Members"), other than the Parties hereto, may be granted the status of a nonvoting public agency member of DNSWMA by the Commission. If any "public agency," as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with

DNSWMA then and payment to DNSWMA of a pro rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate. Any reimbursement for expenses of the nonvoting commissioners shall be as provided in the bylaws. Each nonvoting commissioner shall serve at the pleasure of the governing board and at the pleasure of the entity that appointed the member. Vacancies shall be filled by the Associate Member.

No person while serving as a Commissioner voting or nonvoting shall be eligible to be appointed to any salaried office or employment of DNSWMA nor shall become eligible for such appointment within one year after he has ceased to be a member of the governing board.

3.3. Fiscal year. The fiscal year of DNSWMA shall begin on July 1 and shall end on June 30th of each successive year.

3.4. Budget. The governing board shall adopt an annual budget not later than June 30 .

4. Organization of the Commission:

4.1. Officers: The governing board shall elect a chairman, a vice chairman, and such other officers as the Commission shall find appropriate, to serve the Commission for a term of one year unless sooner terminated at the pleasure of the governing board and their non-statutory duties shall be as provided in the bylaws or from time to time set by resolution of DNSWMA.

4.2. Employees. The governing board shall have the power to appoint and employ and determine the compensation of such officers, employees, consultants, advisers and independent contractors as may be necessary for the purposes hereof. DNSWMA staff, other than employees of a party performing services for DNSWMA, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law. Nothing herein contained shall be construed as making DNSWMA a department of County or City or as placing any of the officers, counsel, personnel, or employee of DNSWMA under any form of specially protected employment right or status.

4.3. Bonding. From time to time, the governing board shall designate the public officers or persons, in addition to the Treasurer/Controller, having charge of handling or having access to any property of DNSWMA, and the respective amounts of the official bonds of such persons.

4.5. Indemnification. DNSWMA commissioners, employees, and officers shall be entitled to indemnity, to the fullest extent allowed by law, from the DNSWMA for any legal liability arising from the good faith performance of their

duties for the DNSWMA and for such liability incurred as a result of their position with the DNSWMA.

5. Meetings:

5.1. Brown Act: The Commission shall provide for regular meetings and special meetings according to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, title 5, of the Government Code beginning with Section 54950, or according to such other regulations as the legislature may hereafter provide.

5.2. Quorum. Three members of the governing board shall constitute a quorum for the transaction of business; provided that any affirmative vote shall require at the presence of at least one commissioner appointed by each of the Charter Members, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all Parties hereto and ratified by each Party's legislative body.

5.3. Rules. The governing board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

5.4. Regular meetings. The governing board shall, in its bylaws, provide for the frequency of its regular meetings.

6. Powers and Functions:

6.1. General Powers: DNSWMA shall have any and all powers authorized by law to all of the Parties hereto, and separately to the Agency herein created, relating to the acquisition, siting, licensing, construction, financing, disposition, use, operation and maintenance of solid waste handling facilities, disposal sites, disposal contracts and franchise, and/or sanitary landfills for the disposal or recycling of garbage, hazardous waste, rubbish and trash generated within the boundaries of such Parties, and preparation of and implementation of solid waste management plans that meet all the requirements of the applicable regulatory agencies. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of DNSWMA. DNSWMA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation, or maintain and operate, any buildings, works

or improvements, to acquire, hold or dispose of real and personal property wherever located, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise; to invest; to finance or loan; to issue revenue bonds; to levy taxes; to incur debts, liabilities or obligations (provided no debt shall constitute a debt, liability or obligation of the Charter Members); to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name and bring any action to determine the validity of a contract (California Code of Civil Procedure §860); to apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States government or the State of California, or form any other public agency or from other sources, public and private, and expend such funds for the purposes set out in this Agreement; to obtain insurance; to make rules, ordinances, resolutions, and procedural regulations; generally to do any and all things necessary or convenient to provide reasonable options for the disposal of garbage, liquid waste, rubbish and refuse including the recycling of the same. Any ordinances of the governing board of DNSWMA which that address issues other than cCustomer rRates or contractor service fees must be approved by a majority vote of both the City Council and the Board of Supervisors before the ordinance may be adopted.

6.2. Specific powers: Without limiting the foregoing generality, DNSWMA may:

- A. Acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any Party without the consent of said Party;
- B. As a separate public entity, issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of DNSWMA or its Charter and Associate Members, and to provide for the repayment thereof;
- C. Issue equipment trust certificates pursuant to Government Code § 6518 and issue revenue bonds per § 6546.6;
- D. Obtain in its own name all necessary permits and licenses, opinions and rulings;
- E. Whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what DNSWMA could do, or to perform any proper corporate functions, and enter into agreements with such a corporation;

6.3. Reservation by Charter Members. The City of Crescent City and the County of Del Norte each reserve the joint power to approve amendments to this Agreement.

6.4. Methodology. Pursuant to California Government Code sections 6503 and 6509, and except as otherwise provided in this agreement or the law governing joint powers agencies, DNSWMA shall exercise its powers in the manner in which the City of Crescent City is authorized to exercise its powers, and the DNSWMA shall be subject to the restrictions on the manner of exercise of those powers that would be applicable to the City of Crescent City.

7. Budget Process/Funding:

It is the intent of this Agreement that each Party shall jointly approve the DNSWMA's proposed budget for each fiscal year's operation of DNSWMA, in the following manner, namely:

A. DNSWMA shall once each year, during the months of March and April, prepare a proposed budget for the ensuing year.

B. After preparation of the budget, DNSWMA shall transmit a copy of the proposed budget to the County Administrative Officer and/or City Manager of each Charter Member. Each Party shall promptly review the proposed DNSWMA budget, and may (but is not required to) agendaize a discussion of the proposed DNSWMA budget on a regular meeting agenda for that Charter Member, during the first two weeks of May.

C. In the event any Party has specific comments, objections, additions or deletions to the proposed budget for the forthcoming fiscal year, that Party shall notify DNSWMA of it in writing on or before the 15th day of May of each year. ~~A failure to respond by the 15th day of May shall be treated as a Party's approval of the proposed budget.~~

D. In the event a Party has comments that could impact ~~does not agree with the proposed DNSWMA budget,~~ the Commission shall notify that Party of the time and place of the DNSWMA hearings and it shall be incumbent upon said Party to be present at such hearings so that a resolution of the matter can be reached ~~so that a resolution of the matter can be reached.~~ ~~The Party's failure to attend such hearing shall be treated as approval of the proposed budget.~~

E. After submission of the final budget the governing board shall fix a time and place for hearing by the governing board thereon. The notice shall be in conformity with Government Code §§ 6060 and 6061 and shall be mailed to each Charter Member.

F. At the budget hearing the governing board may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

G. Not later than June 30 of each year the Commission shall adopt the final budget. The several items of the adopted budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the adopted budget.

In addition to the biannual audits required by Government Code Section 6505, special audits may be called for and paid for by the Commission at any time.

The governing board of the DNSWMA shall require at least annual audits through fiscal year 1997-98. Thereafter, the governing board by unanimous vote of all commissioners may authorize that audits be performed at least bi-annually.

8. Termination:

8.1 Term. This Agreement shall be dated the date of the last execution of by the Charter Members and shall be effective on the date thereof and shall continue until rescinded or terminated.

8.2. Unilateral withdrawal. The Agreement between the Parties shall remain in effect as to any Party, unless and until it is terminated as to such Party by notice in writing to all other Parties given by the withdrawing Party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any Party shall not terminate this Agreement (so long as there are Associate Members to DNSWMA) as to the remaining parties or the existence of the DNSWMA, or the Commission, herein created. The jurisdiction of DNSWMA over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of DNSWMA shall remain the property and obligation of DNSWMA and the withdrawing Charter Member shall have no interest in, nor obligation relating to, DNSWMA's assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to DNSWMA that said withdrawing party has legally and nonrevocably committed.

8.3. Mutual termination. Should both Charter Members agree to dissolution of the DNSWMA as a legal entity, all debts of and advances of DNSWMA shall be paid, and then the property of DNSWMA, whether real or personal, shall be divided among and distributed to all of the Parties who at any time during the existence of DNSWMA were Parties to this Agreement in proportion to the costs borne by each such Party to the DNSWMA during its legal existence by unreimbursed contributions made pursuant to this Agreement.

8.4. Upon withdrawal or dissolution of DNSWMA, those withdrawing Members shall have the option to succeed as franchiser to any existing DNSWMA franchise for that portion of the franchise operative within their respective jurisdictional boundaries for the remaining term of the franchise.

8.5. Whenever possible, DNSWMA shall include in all contracts, franchises, and grants, the performance of which are not reasonably expected to be completed within one year of execution, a provision allowing the assignment, upon dissolution, of DNSWMA'S interest to the City, County or both as appropriate.

8.6. During the 1997-98 fiscal year, DNSWMA shall conduct a Waste Generation, Characterization and Market data collection study in compliance with guidelines approved by the California Integrated Waste Management Board. The study shall also be fashioned so that the data is segregated between the incorporated and unincorporated areas of Del Norte County. DNSWMA shall ensure that its Franchisees, and other data collectors, shall be aware of the jurisdictional boundaries of the Charter Members and that adequate proof of residence is required from the customers of the Franchisee/other data collectors. Upon the completion of this study either Charter Member may elect to have its staff meet with the staff of the other Charter Member to determine if this JPA should be amended to require DNSWMA to conduct further studies to ensure that, in the event of dissolution or abolishment, the Charter Members shall individually have data readily available for the Charter Members' separate reports and plans for the consideration of other government agencies. In the event either Charter Member gives Notice of Withdrawal of its participation in the DNSWMA, each Charter Member may appoint agents to work with the staff of DNSWMA to collect data for operations and reporting following dissolution. DNSWMA shall fully cooperate with the Charter Members' agents. Following dissolution, the Charter Members shall cooperate with the other to allow access to DNSWMA records.

9. Insurance:

The Commission of DNSWMA is authorized to and shall procure general comprehensive liability and other insurance by such means and in such amounts as it deems advisable to protect the DNSWMA and each of the Parties hereto, charging the cost thereof to the operating costs of the DNSWMA.

10. Immunity:

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees

of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

11. Breach:

In the event that any Party to this Agreement should at any time claim that another Party has in any way breached or is breaching this Agreement, the complaining Party shall file with the governing body of the other Party, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable time and place, specified by it, give all Parties full opportunity to be heard on the matter, and shall, upon conclusion of said hearings, give the legislative or governing bodies of all Parties a full report of its findings and recommendations. The report, findings, and recommendations shall be deemed advisory only, shall not in any way bind any of the Parties hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of the report and recommendations, if any Party should be dissatisfied with or disagree with the same, the legislative or governing bodies of the Parties in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, to resolve their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done to any Party to rescind or terminate this Agreement, except as provided in this Agreement, unless and until such Party has first given to the other Parties a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

12. Severability:

It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this Agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

13. Notices:

All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each Party at the address indicated on this agreement adjacent to the signature line of each Party.

14. Duplicate Originals:

This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

15. Consent:

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

16. Regional Agency for Diversion Goals:

16.1. DNSWMA shall be a Regional Agency charged with implementing Part 2 (commencing with section 40900) of Division 30 in the Public Resources Code having to do with integrated waste management diversion goals. The formation of a Regional Agency is for purposes of joint achievement of the diversion goals of the City of Crescent City and County of Del Norte.

16.2. DNSWMA shall be responsible for the payment of any civil penalties imposed against DNSWMA or any Member pursuant to Public Resources Code sections 41813 and 41850.

16.3. In the event DNSWMA is dissolved and any civil penalties imposed pursuant to Public Resources Code sections 41813 and 41850 are then left unpaid, payment shall be as follows:

16.3(a) Any penalties assessed against DNSWMA resulting from a Member's failure to perform acts required under this agreement or the law shall be paid by that Member.

16.3(b) Any penalties assessed against DNSWMA resulting from DNSWMA'S failure to perform shall be paid pro rata by City and County. The City's share of the total liability for such fines shall be equal to the percentage of the County's total population living within the City Limits at the time the fines are imposed, and the County shall be responsible for the remainder of any such civil fines.

16.4. In the event that DNSWMA is abolished or dissolved, each Member shall be responsible for complying with the requirements of Part 2 (commencing with section 40900) of Division 30 of the Public Resources Code and all regulations adopted under that legislation within its respective jurisdictional boundaries in accordance with the programs set forth in the Authority's plans submitted and approved by the CIWMB. Those plans include "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992 and as updated from time to time, which SRRE is hereby incorporated by reference.

16.5. DNSWMA shall be responsible for compliance with Article 1 (commencing with section 41780) of Chapter 6 of Part 2 of Division 30 of the Public Resources Code. City and County shall each cooperate with and exercise in good faith to do all things reasonably necessary to allow DNSWMA to ensure compliance by the Authority, City, and County.

16.6. DNSWMA shall implement and operate the source reduction, recycling, and composting programs set forth in "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992, and as may be updated from time to time, which SRRE is incorporated herein by reference.

16.7. Nothing in this Article shall be construed to expand or limit the Members' existing duties, responsibilities, obligations, or rights relating to the County-owned sanitary landfill located outside the jurisdictional boundaries of the City.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

CITY OF CRESCENT CITY

By: _____
| Ron Gasstineau~~Kathryn Murray~~, Mayor

Date: _____

Attest:

| Kymmie Scott~~Robin Patch~~, City Clerk

COUNTY OF DEL NORTE

By: _____
| Gerry Hemmingsen~~Mike Sullivan~~, Chairperson
Board of Supervisors

Date: _____

Attest:

| Kylie Hereford~~Jeremi Ruiz~~, Clerk
Board of Supervisors



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: 21 June 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Jeannine Galatioto
Tedd Ward, M.S. – Director
File Numbers: 211401 – Employee's Union, 16504 - Personnel
Topic: Resolutions 2016-01, 2016-02, and the Memorandum of Understanding between the Del Norte Solid Waste Management Authority and Service Employees International Union (SEIU) Local 1021 on Behalf of the Del Norte Solid Waste Management Authority Employees

Summary / Recommendation: That the Board take each of the following actions:

- 1) Adopt Resolution 2016-01 approving the Memorandum of Understanding (MOU) between the Del Norte Solid Waste Management Authority and Service Employees International Union (SEIU) Local 1021.
- 2) Adopt Resolution 2016-02 Establishing Benefits for Unrepresented Positions of Administrative Assistant and Facilities and Programs Coordinator providing salary, benefits and working conditions to mid-management positions not included within any bargaining unit and classified as exempt from the overtime provisions of the State and Federal Fair Labor Standards Acts (FLSA). The Resolution provides the same salary and benefit changes as those provided to positions represented by SEIU Local 1021.

Background:

The current operating MOU was ratified in March 2011 and expired March 2016. This MOU was not reopened as provided by Article XVI for purposes of meeting and conferring on items of economic significance or mutual consent. During the term of this agreement there were significant changes in the California Public Employees Reform Act (PEPRA) that could have precipitated cause to re-open the agreement.

7.4

Salary/Benefits

In January 2013 PEPRA changed the way CalPERS retirement and benefits are applied and places compensation limits on members. All permanent employees of DNSWMA are CalPERS members. Employees hired on or after January 1, 2013 are required to contribute 6.25% of their gross pay to CalPERS. Previously, the CalPERS employee contribution for these employees was paid by the Authority.

Employees hired prior to January 1, 2013 are required to pay 7% of their gross pay to CalPERS which was previously paid by the Authority. Consequently, this significantly reduced the take home pay of every employee. During this period of time the County negotiated a salary increase to compensate Del Norte County employees for the loss of pay. The Authority was in transition during this time and did not follow suit.

The salary increases provided in this agreement compensate employees for PEPRA changes, address the new minimum wage law, and caps the employer contribution to CalPERS for the employer share of retirement to 20%. It provides that employees will pay 50% of the **employers** share in excess of 20%, not to exceed a total member contribution of 8%. In the event that CalPERS raises the employer contribution this provision provides for a cost saving/sharing for the Authority.

Working Conditions

In addition to salary and benefit changes the agreement addresses appropriate work attire, inclement weather clothing and safety equipment that clarifies expectations, improves working conditions and reduces risk.

Modifications to the Grievance Procedure provide procedural clean-up language and binding arbitration by an arbitrator selected by mutual agreement from local attorneys. Arbitration of a grievance by a local attorney confines costs and assures neutrality for both the Authority and the employee.

Article X: Union Security provides for Agency Shop. As a condition of employment all workers covered by this agreement shall elect to either be members or an agency fee payer of the Union and have Union dues deducted from their pay checks. Management tentatively agreed to this provision contingent upon a favorable majority vote of all represented members. The Myers-Milias Brown Act (MMBA) provides for Agency Shop upon the approval of a majority of the employees who cast ballots and vote in a secret ballot election in favor of Agency Shop. The members of this bargaining unit agreed to Agency Shop designation by majority vote.

Analysis: Changes to wages and salaries are proposed primarily for two reasons: equity and to reduce staff turnover. Staff turnover is a significant cost and challenge to the Authority. Typically, it takes approximately five months from the date the Authority

requests that Human Resources begin a hiring process for a vacant position to the time a person is fully trained as a Refuse Site Attendant (two months for recruitment and interviews, three months for training). With fewer than 10 employees, office staff necessarily cover gate shifts during the training process or when our agency is short staffed just to keep our facilities open during our set hours. During the summer months (July--September) the facilities in Gasquet and Klamath are each open an extra day each week, increasing the demands on staff. For all these reasons, whenever even a single staffperson leaves the Authority, it reduces capacity of the agency as a whole for several months.

Proposed Salary Increases

8% effective first full pay period in July 2016.

3.4% effective first full pay period in July 2017

\$0.50 per hour increase effective July 2018 for all hourly employees and \$40 per bi-weekly increase for all full-time salaried employees.

The first increase effective July 2016 compensates employees for the increased PERS costs to employees for PEPRAs changes and provides for a slight percentage increase to offset the increase in the CPI, the change in the minimum wage law and the lack of a cost of living increase since 2007/2008.

The increase effective July 2017 continues to address the increase in the CPI over the last eight years and continues to address the increase in the California minimum wage.

The salary increase effective July 2018 continues to address the increase in the minimum wage as it escalates over the next five years.

These salary increases are proposed to occur over a three year span allowing the Authority to plan and budget accordingly.

Alternatives: Not approve the MOU and direct staff to continue the employer/employee negotiation process.

Resolution No. 2016-01

A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY AND EMPLOYEES / SEIU LOCAL 1021

WHEREAS, the California Government Code requires that the Governing Board shall fix, by resolution or ordinance, the compensation of all appointive officers and employees; and

WHEREAS, pursuant to the Governing Board's direction, the Authority's bargaining team has negotiated in compliance with the Meyers-Milias-Brown Act and all other applicable requirements to reach agreement with the Employees Union, SEIU Local 1021, upon a new Memorandum of Understanding ("MOU") that meets the needs of both parties and covers the period July 1, 2016 through June 30, 2019, included as Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Del Norte Solid Waste Management Authority that the attached Memorandum of Understanding Between the Del Norte Solid Waste Management Authority and SEIU Local 1021 for July 1, 2016 through June 30, 2019 is hereby approved.

APPROVED AND ADOPTED by the governing Board of the Del Norte Solid Waste Management Authority at a regular meeting thereof on the 21st day of June, 2016, by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Martha McClure, Chair of the Board

ATTEST:

Kathleen Brewer, Clerk of the Board

7.4

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

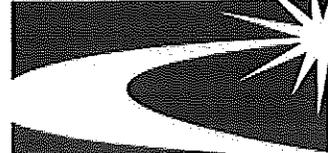
Del Norte Solid Waste
Management Authority



And

SEIU Local 1021

LOCAL 1021



SEIU

Stronger Together

July 1, 2016 – June 30, 2019

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ARTICLE I

TERM

This Memorandum of Understanding shall be entered and in effect from July 1, 2016- June 30, 2019 by the Del Norte Solid Waste Management Authority (hereafter DNSWMA) and Service Employees International Union Local 1021 (hereafter Union). This agreement is entered into under the authority of the Meyers-Milius-Brown Act (MMBA) Gov't Code section 3500 et seq. and ordinances of the DNSWMA. Nothing in this article is intended to derogate from legal protections enjoyed by employees under Federal or State law, except to the extent that variance, exception or exclusion is permitted through collective bargaining. If any term of this Agreement is found to be illegal, the offending term is severed and the remainder of the Agreement shall continue to have effect, and the parties agree to meet and confer on the subject matter of the severed term. At least sixty (60) days prior to the expiration either party shall file a written notice with the other of its desire to amend, modify or terminate this Memorandum of Understanding.

RECOGNITION

The DNSWMA recognizes the Union as the exclusive collective bargaining agent for all regular permanent full-time and permanent part-time employees in the miscellaneous unit, excluding all Executive Management, Management, Confidential and Extra-Help employees. See Attachment A for a list of classifications covered by this Agreement.

ASSIGNABILITY TO SUCCESSORS IN INTEREST

This contract will be fully assignable and binding upon any successor in interest of the Joint Powers Authority, and jointly and severally to any member thereof that shall succeed to operations or which shall assume operational control of the assets of the Joint Powers Authority and/or which shall assume the benefit and burdens of the third party contracts of the Joint Powers Authority for hauling and collection of waste.

MANAGEMENT RIGHTS AND RESPONSIBILITY

The DNSWMA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the right, powers and authority retained solely and exclusively by DNSWMA and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, layoff and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by DNSWMA employees and the services to be provided; classify positions and determine the content and title of such classifications; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. The exercise of these rights shall not preclude employees or their representatives from meeting and conferring with the DNSWMA on the impact of DNSWMA actions on matters within the scope of representation pursuant to Government Code § 3500 et seq.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state or local law, or the DNSWMA Employer-Employee Relations Policy.

DRAFT

ARTICLE II DEFINITIONS

- 2.1. These definitions shall be applied throughout this MOU. Terms not defined shall have their ordinary dictionary and shall have the respective meanings given unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.
- 2.2. **Anniversary Date:** The anniversary of the date that a given employee began performing the duties of a given permanent position. This date may change if an employee is promoted, demoted, or changes positions, classifications or is granted an unpaid leave of absence. Probationary periods do not affect anniversary dates.
- 2.3. **Appointing Authority:** The Director of the DNSWMA or his or her designee, who has the authority to fill a vacant position and to remove employees from employment.
- 2.4. **Assignment:** A particular project, program and/or activity related to the function and needs of the department.
- 2.5. **Class Series:** A series of positions in a particular class consisting of entry, journey and/or lead person levels (i.e. I, II, III, etc).
- A. Entry level is typically a trainee level. The entry levels are assigned duties that will increase experience. Employees perform the more routine, less complex job assignments, while learning the more complex operation, policies, assignments and programs related to their department or division function.
 - B. Journey level is the experienced working level. It is the second level in a class series and may be assigned paraprofessional, complex job assignments under minimal supervision. Employees advanced to this level in the series have demonstrated the ability to adequately fulfill the assigned responsibilities.
 - C. Lead worker or skilled level is the most experienced characterized by a combination of high level job assignments. Employees perform the full range of journey or specialist job assignments while also providing work direction, training and coordination for other workers. The emphasis of this series is on performing the more paraprofessional, complex work assignments. Employees advanced to this level are provided general direction in the performance of their responsibilities.
- 2.6. **Catastrophic Illness or Injury:** A severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee that results in the employee being required to take time off from work for an extended period. An employee's job related illness or injury subject to worker's compensation coverage may be eligible for the catastrophic leave provision.
- 2.7. **Class:** A group of positions with the same title and alike in duties, responsibilities and authorities requiring the same qualifications and level of compensation (salary). Positions in this group are assigned to various program and/or activities at the department head's discretion.
- 2.8. **Classification:** The process of job analysis and documentation by which newly created positions are defined and delineated in a formal class description, and assigned a specified rate of pay.

- 2.9. **Job Description:** The document, which defines the general essential duties, responsibilities and required skills, training and education applicable to incumbents in that class or position.
- 2.10. **Compensatory Time (CTO) (comp time):** Time off with pay to compensate an employee for overtime worked in lieu of overtime pay.
- 2.11. **Continuous Service:** Uninterrupted employment with the DNSWMA from the effective date of employment. For purposes of establishing seniority, eligibility for benefits, or vesting of permanent benefits, the following shall not constitute interruptions of service: paid or unpaid Family Leave under FMLA or CFRA; authorized leaves of absence with pay up to 1 calendar year in length. Unpaid periods of absence shall cause an adjustment, to total time served, anniversary dates and relative seniority.
- 2.12. **Demotion:** Movement of an employee from one position to another position with a lower maximum salary range.
- 2.13. **Disciplinary Action:** A negative action taken against an employee by the appointing authority in response to an employee's action or actions that constitutes grounds for discipline.
- 2.14. **Discrimination:** As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or groups of employees, whether intentional or unintentional, based on characteristics including, but not limited to, race, color, national origin, religion, sex, handicap or age.
- 2.15. **Dismissal:** Termination of employment with DNSWMA for reasons attributable to the employee for violation(s) of standards of conduct or safety regulations; unsatisfactory performance or any combination thereof that constitute cause and grounds for dismissal.
- 2.16. **Employee:** Any person who has been hired and occupying an authorized position in DNSWMA service:
- A. **Confidential Employee:** "Confidential employee" means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally requires access to confidential information that is used to contribute significantly to the development of management positions.
 - B. **Temporary/Extra Help Employee:**
 - An extra-help position is a generic term for a non-allocated position used to fill unanticipated, temporary needs of the Authority. An extra help employee is limited to working less than 1,000 hours per fiscal year.
 - Extra help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits unless statutorily required by CalPERS, longevity pay or other benefits, incentives or conditions of employment specifically provided to permanent full-time or permanent part-time except those mandated by law. Extra help employees do not have a probationary period or achieve permanent status and shall not be eligible for benefits defined in this MOU.

- Acknowledging that DNSWMA has relatively few employees and that there are more work hours during the summer months (June thru October) than during the winter, extra-help employees may be needed from time to time. Extra-help shall not be normally used when the staffing could be appropriately assigned to a fully trained permanent employee. In no way shall the use of an extra-help employee be used in lieu of hiring a permanent full or part time position.
 - C. **Limited-Term Employee:** An employee who works in a program of a limited duration, to be specified at the commencement of employment. Limited-term employees are paid per unit of work or on an hourly basis. Limited-term employees will not accrue holidays, vacation, sick leave or be entitled to group insurance or other benefits provided to permanent employees, nor are they covered by the provisions of this MOU.
 - D. **Executive Management Employee:** An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering DNSWMA programs. Executive Management positions will be designated by the Governing Board.
 - E. **Management Employee:** An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering DNSWMA programs in the absence of the appointing authority. Management positions shall be designated by the Governing Board.
 - F. **Mid-Management Employee:** An employee classification designated by the Board of Supervisors engaging in specialized and responsible work requiring knowledge acquired by prolonged course(s) or specialized instruction or study and whose work may include management duties of a department, division or unit.
 - G. **Professional Employee:** An employee classification status that requires specialized knowledge and skills attained through completion of a recognized course of instruction, including but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers and the various types of physical, chemical and biological scientists.
 - H. **Supervisory Employee:** An employee classification in which an employee has the authority, in the interest of the employer to recommend disciplinary action, assign tasks to, other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
 - I. **Permanent Employee:** An employee who is hired to perform the duties of a full-time or part-time position allocated to a departmental staffing chart, and who has completed the initial six-month or one-year probationary period required in Article VI.
 - J. **Probationary Employee:** An employee serving in a permanent full-time or part-time position, who has not yet completed the six-month or one-year probationary period as required in Article VI, herein.
 - K. **Provisional Employee:** An employee filling a permanent full-time or part-time position while awaiting certification from an eligibility list or completion of hiring procedures. Provisional employment must be approved by the Personnel Officer. Under no circumstances will an employee be in a provisional status for more than ninety (90) days unless approved by the Governing Board.
- 2.17. **Fair Labor Standards Act:** A federal law that governs minimum wage, overtime pay, equal pay, child labor standards and record keeping requirements. Not all employees of local government are affected by the FLSA. Certain positions are covered by the FLSA but exempted from specific provisions. Positions affected by the FLSA are designated as exempt, non-exempt or not covered. An employee's status as exempt or non-exempt establishes whether that

employee is subject to overtime under the Act. For purposes of this MOU the designations apply only to the overtime provisions:

- A. **Exempt Employee:** An employee classification status that establishes that the employee is not subject to FLSA overtime provisions. Overtime and compensatory time off will be provided pursuant to Article 4.9 and 4.10 hereinafter.
 - B. **Non-Exempt Employee:** An employee classification status that establishes that the employee is subject to the FLSA overtime provisions.
 - C. **Non-Covered Official/Employee:** A management classification status that designates that the official is not covered under the overtime provisions of the FLSA.
- 2.18. **Flextime:** A variation, but not a reduction, in working hours intended to provide better “time-planning” for employees’ or DNSWMA needs. All flextime earned or used must be in the same workweek.
- 2.19. **Governing Board:** The Board of Commissioners of the Del Norte Solid Waste Management Authority.
- 2.20. **Grievance:** A grievance is a written complaint of an employee or group of employees alleging a violation or misapplication of a provision of this MOU, or adopted DNSWMA policies, state or federal law or regulation.
- 2.21. **Grievant:** A grievant is an employee or groups of employees within the bargaining unit alleging a grievance.
- 2.22. **Immediate Family:** The lawful spouse or registered domestic partner, parent, or parent in-law, sibling, child, grandparent or grandchild of the employee, step-children, step-siblings, step-parents, step-grandparents or step-grandchildren residing in the same household.
- 2.23. **Layoff:** Termination of employment due to a reduction in force, by policy decision of the Governing Board.
- 2.24. **Leave of Absence:** Absence from duty, whether paid or not, under the provisions of Article V herein.
- 2.25. **Longevity:** Ten or more years of permanent, uninterrupted service for DNSWMA or with the City of Crescent City, the County of Del Norte, or for any future or former member of the Joint Powers Authority. Employees are entitled to tack continuous periods of service at DNSWMA with continuous periods before service at any member or former member of the JPA. For purposes of this article, changing employer employment from any member of the JPA to DNSWMA is not a break in service.
- 2.26. **PERB:** Public Employee Relations Board.
- 2.27. **Performance Improvement Plan:** A written plan devised by the Appointing Authority to assist an employee to improve deficient performance to an acceptable level.
- 2.28. **Personnel Officer:** The Director of the DNSWMA or his or her designee.
- 2.29. **Position:** A collection of tasks, duties and responsibilities assigned to and performed by one employee, as authorized by the Governing Board.

- A. **Emergency Position:** A position authorized by the Governing Board during an emergency situation in order to prevent endangerment of public health and safety. Entitlement to benefits will be on a case-by-case basis as authorized by the Governing Board.
 - B. **Grant Position:** A position typically of limited duration created as a result of a public or private grant. Employment is contingent on grant funding and if the grant funding should cease, the position will be terminated. An employee who is laid off from a grant position shall have the same retreat rights as any employee as provided in Article X of this MOU.
 - C. **Permanent Full-Time Position:** Any position approved and allocated on the DNSWMA staffing chart by the Governing Board, in which the employee works a continuing year-round shift of thirty-five (35) hours or more per week.
 - D. **Permanent Part-Time Position:** A position, designated by the Governing Board to be permanent, in which the employee works a continuing, year-round shift averaging twenty (20) hours or more per week, but less than thirty-five (35) hours per week. All these employees are entitled to benefits provided permanent full-time employees under this MOU, such benefits are pro-rated in proportion as the part-time employees regular weekly hours bear to full-time hours for that position.
 - E. **Work Experience Position:** A temporary position which is designated to provide job training to persons who might not otherwise be able to compete in the labor market for regular positions, or a position established to give temporary on the job training for full-time students.
- 2.30. **Probationary Period:** A period regarded as part of the examination process, which provides the Appointing Authority with an opportunity to observe and evaluate an employee's competence and ability to perform the assigned duties satisfactorily.
- 2.31. **Progressive Discipline:** An approach to imposing disciplinary action in which a lesser penalty may be appropriate for minor offenses the first time and more severe penalties are imposed for repeating the same or other offense(s). Progressive discipline will be used when the Appointing Authority believes that progressive discipline will serve the dual purpose of providing both corrective warning and a penalty to an employee whom the Appointing Authority intends to retain as an employee after discipline. Discipline may be imposed at any level depending upon the severity of the action of the employee. Progressive discipline will not be required when the Appointing Authority believes dismissal to be the appropriate discipline because of the severity of the employee's conduct.
- 2.32. **Promotion:** The movement of an employee from one position in one class to a position in a class with a higher maximum salary rate, or an increase in pay for an employee's current position as a result of a reclassification.
- 2.33. **Reclassification:** The process of job analysis and documentation by which positions are re-defined in response to changes in the duties, responsibilities and skills required of the incumbents. Reclassified positions may be assigned to different pay rates when justified by the degree of change. Reclassification does not affect an employee's anniversary date, unless reclassification results in a promotion.
- 2.34 **Regular Working Day/Business Day and Overtime:** The Appointing Authority will schedule employees work hours, consistent with the operational needs of the DNSWMA. Not all employees need work the same days or hours. The regular working/business week, consists of

forty (40) hours during seven (7) consecutive days including Friday through the following Thursday, excluding holidays, with the following exceptions:

- A. Those positions designated by the Governing Board as thirty-five (35) hours per week, shall consist of thirty-five (35) hours during seven consecutive days including Friday through the following Thursday, excluding holidays.
- C. The Appointing Authority may authorize an employee or group of employees to work an altered work schedule/flextime where the needs of the employee(s) make an altered work schedule/flextime either necessary or convenient and neither the DNSWMA nor the employees are unduly affected thereby. In no case may such altered work schedule/flextime be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
- D. The Appointing Authority may offer flextime in lieu of compensatory time off or overtime if the operational needs of the department require an employee to work more than their assigned hours in a day. The employee may decline flextime, in which case the employee will receive either compensatory time off or overtime consistent with the provisions of this MOU.
- E. DNSWMA gate attendants and staff on assigned standby may be regularly scheduled for shifts longer than eight (8) hours per day under the following conditions:
 - 1. Weekday shifts for gate attendants at the Transfer Station will be from 7:45 AM until 5:30 PM, including an unpaid one-hour break for lunch and two (2) paid fifteen-minute breaks. Regular shifts at the Transfer Station can extend beyond these hours if necessary to print the required reports and properly compile that day's transactions.
 - 2. Administrative staff will not schedule any gate attendant to work more than four (4) full consecutive weekday shifts at the Transfer Station except under extraordinary circumstances.
 - 3. Gate attendants at the Gasquet or Klamath small-volume transfer stations are open and staffed during the posted hours. Gate attendants at these small-volume transfer stations are allowed to take a lunch and two (2) fifteen-minute breaks at their own schedule as customer traffic allows, and will be compensated for travel between the DNSWMA office and each small-volume transfer station or will be given access to a DNSWMA vehicle for this purpose.
 - 4. Administrative staff will not schedule any person to be on assigned standby for the purpose of providing support and back-up to the Transfer Station for more than three (3) consecutive weekends except under extraordinary circumstances.
 - 5. Persons scheduled to work on the weekends for the purpose of providing breaks and lunch relief for the gate attendant at the Transfer Station may be required to work more than three (3) weekend days per pay period.
 - 6. Administrative staff will distribute a schedule for gate attendants, as well as those on assigned standby or scheduled to provide breaks and lunch relief for gate attendants, one (1) week prior to the start of each calendar month unless extraordinary circumstances require otherwise. Persons with these duties are

advised to submit vacation requests at least two (2) weeks in advance of the upcoming calendar month.

- 2.35. **Suspension:** Temporary separation of an employee from DNSWMA service without pay for disciplinary reasons. Suspensions may only occur as a result of a disciplinary action conducted in accordance with Article XII, or LAPS.
- 2.36. **Transfer:** Movement of an employee from one position to another.
- A. **Demotional Transfer:** Movement of an employee from one position in a class to a different position in the same class at a lower rate of pay, or to a position in a different class with a lower rate of pay.
 - B. **Lateral Transfer:** Movement of an employee from one position in a class to a different position in the same class and at the same rate of pay.
 - C. **Promotional Transfer:** Movement of an employee from one position to a different position in at a higher rate of pay.
- 2.37. **Y-Rate:** A personnel action in which an employee is placed in a class with a lower maximum rate of pay but continues to receive the specific bi-weekly pay rate the employee received in the higher class until such time as the rate of pay of the lower class exceeds that specific rate.

**ARTICLE III
GENERAL INFORMATION**

- 3.1 **Union:** All employees are eligible to join the union with the exception of Confidential, Management, and Executive Management employees as defined in Sections 2.21.A, 2.21.E, and 2.21.D respectively. Confidential, Executive Management, and Management employees may not represent an employee or the Union in any disciplinary action or grievance, or in a meet/confer. Once an employee applies for membership in the Union, they agree to maintain their membership and cannot revoke it except during the month of October of each year.
- A. **Release Time:** The Union Chapter President or designee will be granted up to four (4) hours paid release time per month to conduct union business. At least seventy-two (72) hours notice will be provided of any intent to use release time under this provision. Additionally, DNSWMA will grant up to two (2) hours of paid release time for the President or designee to attend meetings of the Governing Board whenever an agenda item affects the Union or its members or represented employees. This release time will be without loss of compensation and may not be accumulated.
 - B. **Union Paid Release Time:** Upon written request of the Union, with not less than ten (10) days advanced notice, DNSWMA will release any employee without loss of pay to attend union functions or activities for a period not to exceed three (3) business days, consistent with the operational needs of the DNSWMA. The DNSWMA will invoice the Union for the cost of payroll and benefits for that employee within thirty (30) days of the lost time, and the Union will reimburse the DNSWMA in full within thirty (30) days of receiving a timely invoice. The total number of days that may be released under this paragraph shall not exceed three (3) days (24 hours) per calendar year, inclusive of all employees.
 - C. **Use of DNSWMA Facilities:** The Union is entitled to use DNSWMA facilities, including computers, networks, email and phones and interoffice mail for official union communications. Such use must be limited in scope and time to actual release or break time and may not include any long distance phone charges or printing of more than 150 pages per fiscal year.
 - D. **Release Time for Negotiations:** Union members who serve as the Union's team for bargaining are entitled to paid release time for any scheduled bargaining session, independently of any release time discussed above, and additional time as needed for meetings of the bargaining team when bargaining is open, not to exceed two (2) hours per scheduled bargaining session.
 - E. **Payroll Deduction:** The County and DNSWMA agree to the automatic deduction of Union dues, agency shop fees if applicable, and voluntary Union sponsored vision insurance plans, and voluntary COPE contributions.
 - F. **Union Designated Area Representatives on the Union Executive Board** shall be Shop Stewards for the purpose of representing bargaining unit members. The Union may designate one (1) Area Representative per year, who will serve as Union Shop Steward, including the Union's Chief Steward.
 - G. **No bargaining unit members may be denied representation** due to release time limits in this MOU. In providing representation, Union Officers or Area Representatives will inform the Appointing Authority of their need for representation time. The supervisor may deny such time solely based upon operational need. If it is not possible to grant time as originally requested, the supervisor must arrange for release at the earliest possible time.
 - H. **New Employee Information and Orientation:** Each new employee in a represented classification shall be given a written statement approved by the Union notifying him or

her that the Union is the recognized employee organization for their classification. This statement shall include a space for the new employee's name, signature and contact information. The Union shall have the opportunity to make a 15 minute presentation with new DNSWMA employee(s) as practical during the first month of their employment. The Union President shall not lose any compensation to meet with any new represented employee(s).

I. **Bulletin Boards:** The DNSWMA will furnish adequate bulletin board space measuring approximately 24x36 inches for the exclusive use of the Union at each worksite. The Bulletin board shall be located in mutually acceptable areas. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.

J. **Right of Reasonable Notice:** The Union has the right to be given reasonable written notice of any new or proposed amendments to any ordinance, rule, resolution, or regulation that is directly related to matters within the scope of representation.

K. **No Discrimination:** Provisions of this Memorandum shall be applied to all employees without unlawful discrimination as to age, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding) race, color, creed, national origin, physical or mental disability, medical condition, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state or local law. The parties agree that prohibition against sexual discrimination includes sexual harassment.

3.2 **Production and Distribution of the MOU:** DNSWMA will provide a copy of this MOU and any later amendments to each current employee in the bargaining unit. DNSWMA will also provide a copy of the MOU to any new employee upon hire during orientation.

3.3 **Conflicts of Interest:** Employees may be required to declare their private financial interests, including any outside employment. Employees must comply with the DNSWMA's Conflict of Interest Code.

ARTICLE 4
COMPENSATION AND HOURS OF EMPLOYMENT

- 4.1 **Salary Schedule:** The salary schedules for all positions in the bargaining unit are attached hereto as Attachment A. Hourly wages will be indicated for Refuse Site Attendant and bi-weekly wages for all other classifications.
- Effective in the first full pay period in July 2016, all bargaining unit members will receive a 8.0% salary increase.
 - Effective in the first full pay period in July 2017, all bargaining unit members will receive a 3.4% salary increase.
 - Effective in the first full pay period in July 2018, all bargaining unit members will receive an base wage increase of \$0.50 per hour for all hourly pay rates, and an increase of \$40 per bi-weekly pay period for all full-time salaried employees.
- 4.2 **Altered Work Hours:**
- A. The Appointing Authority may establish an alternative work schedule for employees. Eligibility, participation in, and implementation of any such work schedules will be at the sole discretion of the Appointing Authority.
- B. The Appointing Authority may authorize an employee to work an altered work schedule where the needs of the employee make an altered work schedule either necessary or convenient and neither the DNSWMA nor the employees are unduly affected thereby. In no case will such altered work schedule be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
- C. Any employee or group of employees desiring an alternative schedule may request, in writing, that the Appointing Authority establish such a schedule. Such a request will be considered by the Appointing Authority, but will not require the establishment of or assignment to such a shift. The Appointing Authority will have fourteen (14) calendar days to notify the employee or group of employees of his/her decision in writing with the reasons for the decision explained.
- D. Long Term Altered Work Schedules: The Appointing Authority, at the request of the employee(s), may establish long term alternate work schedules for individual employees or groups of employees. Alternate work schedules include, but are not limited to, for purposes of this paragraph: four (4) ten (10) hour days (also known as 4 tens), 9 80's, which consists of eight 9-hour workdays, one 8-hour workday and one additional day off every other work week, and a weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift. Establishment of an alternative work schedule may be approved if it is consistent with operational requirements. The request, and the approval or denial, must be in writing. Permanent changes or cancellations of the alternate work schedule for cause may not be made without fourteen (14) days notice to the affected parties. Any proposed termination of such schedule will be appealable to the Appointing Authority within five (5) working days of notification of its termination. The Appointing Authority's decision will be final and not subject to grievance under Article XI of this MOU. In no case will alternate work schedules be approved if to do so would result in a violation of the Federal Labor Standards Act or require payment of overtime compensation.
- 4.3 **Beginning Salary:** Newly hired employees will be compensated at Step A of the appropriate salary schedule and range. Where it is difficult to hire qualified personnel or where a person of unusually high qualifications is hired, the Appointing Authority may request the Governing

Board to appoint at a higher step, but in no event higher than Step C. The Governing Board must approve appointment at a step higher than Step A.

4.3a **Bilingual Pay:** An employee in a position that has been approved as requiring the use of bilingual skills on a continuing basis averaging ten (10) percent of work time may qualify for bilingual pay. Use of bilingual skills includes any combination of conversational, interpretational, or translation work. The ten (10) percent standard is verified on a quarterly basis and is based upon the time spent conversing, interpreting or transcribing in a second language.

A. The position must be in a work setting where the bilingual skills are required to meet the needs of the public in either a direct public contact position or an institutional setting, or the position is utilized to perform interpretation, translation or specialized bilingual activities.

B. Upon qualification, employees in the designated positions will be compensated at a rate of one hundred (\$100.00) per pay period. Continuing payment will be based upon the quarterly verification and approval by the Appointing Authority. In the event of two or more employees in the department with bilingual skills, the Appointing Authority may request certification of those skills and appoint from the list of certified. If the employees are equally qualified, the more senior employee shall be selected.

4.4 **Probationary and Annual Salary Increases:** Employees who are subject to a six-month probationary period, and who attain permanent status will progress from their current step to the next step within a range on the salary schedule effective on their probationary evaluation date. Employees will progress from one step to the next within a range on the salary schedule each year on the employee's anniversary date until Step E is attained, provided that the employee's work performance is at a satisfactory level or above. In the event of a below satisfactory rating, the step increase will be effective upon attaining a satisfactory rating following completion of a Corrective Action Plan. The Appointing Authority will make recommendation to the Personnel Officer for approval. Any employee whose performance is determined below satisfactory will be given fifteen (15) working days notice prior to the step increase due date that a step increase will not be provided.

4.5 **Longevity Step Increases:** After completion of ten (10) years of uninterrupted, continuous service, an employee will advance to step F of the appropriate range. After completion of fifteen (15) years of uninterrupted, continuous service, an employee will advance to step G of the appropriate range. After completion of twenty (20) years of uninterrupted, continuous service, an employee will advance to step H of the appropriate range. After completion of twenty-five (25) years of uninterrupted, continuous service, an employee will advance to step I of the appropriate range. An employee on step F, G, H or I, if promoted, will remain at their longevity step in the new salary range.

4.6 **Step Placement After Promotion or Open Hiring:** If an employee is promoted or applies and is selected through open hiring for a position in a higher class, the employee will be placed at the lowest step of the new salary range that insures a minimum of 5 percent (5%) increase in salary; provided, however, that this position does not conflict with Section 4.4. In the event the promotion or open hiring places the employee in a class paid less than 5 percent (5%) more than the old class, the employee will be placed at the same step in the new range that he or she held in the old range.

4.7 **Y-Rating:** An employee who is Y-rated will continue to receive the exact biweekly salary received at the time the y-rate is implemented, until such time as the dollar value of the salary

range to which he or she is assigned increases to a level above the y-rate placement, at which time the employee will be again eligible for step and cost of living increases.

4.8 **Out of Class Assignment:** This provision will apply when an employee is specifically assigned and performs, on a temporary basis, the full duties of a higher-level position, in which there is no incumbent or in which the incumbent is on a paid or unpaid leave of absence, or is for some other reason away from the job. Compensation will be at the pay rate of the higher-level position, and will be calculated as though the employee has been promoted to the higher-level position.

- A. Employees, except those provided for in B below, will be compensated at the higher rate from the first day provided they work at least five (5) consecutive days in the higher-level position.
- B. Employees designated as Mid-Management or Professional shall be compensated after working twenty (20) days in the higher level position.
- B. Employees whose job description includes assuming the duties of a higher-level position will be compensated at the higher rate commencing on the sixth consecutive day, provided that the employee is not designated as Mid-Management/Professional or exempt.
- C. When an employee is assigned part of the job duties of a higher-level position, the employees will be compensated an equivalent or adequate differential. The compensation will be paid in the manner provided for in subsection A or B above. Differentials will be recommended by the Appointing Authority based upon the amount of higher-level duties assigned to the employee, with final approval by the Personnel Officer. The differential will be a flat amount and may not exceed the amount that would be paid had the employee been promoted.
- D. Prior to an authorized out of class assignment, the Appointing Authority must meet with the affected employee(s) and make a determination in writing as to what duties will be performed and the duration of the assignment, if known. The determination and proposed proportionate compensation will then be forwarded to the Personnel Officer for approval.

4.9 **Pay Day:** All employees will be paid on a bi-weekly basis. If a normal bi-weekly pay day falls on a holiday, then the pay day will be the last regular working/business day before the holiday or holidays. The pay period runs from Friday through the following Thursday, paid on the Friday of the following week. Direct deposit is available through the payroll office.

4.10 **Overtime:** Employees may not work overtime except when necessary and required by the Appointing Authority. Overtime will be calculated at the weekly rate. Overtime will not be paid to employees that elect to work an altered work schedule or flextime pursuant to Article 2.23 or 4.2 of this MOU.

- A. **Weekly Overtime:** If a non-FLSA exempt employee is required to work longer than forty (40) hours in a week (including any vacation time and including holiday time), he or she will be paid at time-and-a-half (1.5) for any time worked in excess of the regularly scheduled hours. Call back time as provided for in Section 4.15 shall remain as stated.
- B. **Vacation Rule:** Employees may not take vacations on days which they work if the combined work and vacation time would result in exceeding the employee's regularly assigned non-overtime working hours for the day. In general, the Appointing Authority will not authorize vacation time which could result in daily or weekly overtime, unless

absolutely necessary to meet emergency needs of the department. Sick time does not count towards overtime calculation.

- C. **Overtime Limitation:** Any employee earning less than 130 percent (130%) of the California State minimum wage (presently 10.40 per hour) will not be subject to the provision in this paragraph with respect to applicable overtime penalties. Instead, the more restrictive California Industrial Wage Commission order will apply.
- D. **Working Conditions:** If an FLSA-exempt employee covered by this agreement is required to work more than six (6) days consecutively, or more than sixty (60) hours in a week, time worked in excess will be accrued compensatory time off at a rate of two (2) hours per hour worked on the seventh day or over sixty (60) hours.

4.11 **Compensatory Time Off:** The Appointing Authority will determine whether employees receive overtime pay or compensatory time off (“CTO”) for overtime worked, subject to the following conditions:

- A. If an FLSA covered non-exempt employee is required to work overtime, above, the Appointing Authority may opt to provide, in lieu of overtime rates, corresponding compensatory time off at the corresponding rate. For example, an hour of time-and-one-half equals one-and-one-half hours of compensatory time off. Employees may accumulate up to 120 hours of compensatory time off, provided that in an emergency, if an employee accrues more than that which is allowed, the Appointing Authority, with the approval of the Personnel Officer, can permit additional hours. Employees entitled to overtime may request CTO in lieu, which should be granted unless inconsistent with operational necessity.
- B. **Use of Banked CTO:** An employee must request the use of CTO in writing, on the provided form. DNSWMA shall grant the employee’s request to use CTO within a reasonable period of time, not to exceed sixty (60) days, unless granting the request would unduly disrupt operations, which means, would create an unreasonable burden on the DNSWMA’s ability to provide services of acceptable quality and quantity for the public during the time requested without the employee’s services. DNSWMA will, to the extent practical, grant requests for particular days off, if it is consistent with operational needs.

4.12 **Travel Time:** Refer to Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement.

4.13 **Training Attendance:** Employees may not be required or pressured to attend training sessions or seminars unless DNSWMA pays all actual and necessary costs.

4.14 **Assigned Standby:** Employees who are assigned standby duty by their Appointing Authority on weekends, overnight or on holidays will be compensated or given compensatory time off in accordance with this section. For purposes of this section, “assigned standby” is defined as a period of time during which an employee designated by his/her Appointing Authority must be available to provide services when needed. “Available” means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact. “Commence providing services” means either to give the needed service on the telephone or other means of communication, or to proceed to the location where the services are to be performed.

- A. An employee will be compensated at his/her normal rate of pay or be given compensatory time off at a rate of two (2) hours for each eight (8) hours of assigned standby time, excluding any hour during which the employee is paid or given compensatory time off for performing services pursuant to the subsection which follows.
 - B. When an employee performs services during an assigned period, he or she will be compensated or given compensatory time off at the rate of one (1) hour for each hour worked. When the work performed qualifies for overtime compensation under Section 4.10, compensation or overtime will be granted in accordance with the corresponding overtime rate. However, in all cases the employee will be compensated or given compensatory time off for a minimum of two (2) hours.
 - C. Exempt employees may receive CTO under this provision.
- 4.15 **Call Back Time:** Employees will be compensated for call-back time. Call-back time is defined as only those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the worksite. The use of call-back may be resorted to only in emergency situations or unusual instances when it is not possible for the work to be accomplished through normal scheduling or scheduling of overtime. Responses to phone calls or working at home are not considered call-back duty. Travel time will be compensable as provided in the Travel Policy. An employee who is called back will be compensated for a minimum of two (2) hours of work time. The two (2) hours, whether or not actually worked, are subject to the appropriate overtime provisions. Call-back time earned may be compensated by pay or compensatory time off at the option of the appointing authority. Call back time is not considered flex time or an alternative work schedule.
- 4.16 **Rest Breaks:** All employees are entitled to one paid fifteen (15) minute rest break for each four (4) hours worked. The employee may take the break away from the work station, provided transit time is included in the fifteen (15) minute period. The Appointing Authority should schedule individual employee's rest breaks so as to provide for the proper and efficient administration of DNSWMA's function.
- 4.17 **Direct Deposit:** All new employees will be required to receive their pay as direct deposit, unless waived by the Personnel Officer for extraordinary circumstances, under procedures established by the Treasurer-Controller.
- 4.18 **State Disability Insurance:** All qualified employees are covered by the State Disability Insurance Plan (SDI) with the sick leave integrated option, which is administered by the State of California. Qualified employees have a payroll deduction which is based on gross salary. The employee is entitled to use sick leave and/or vacation to supplement the benefit to an amount equal to, but not greater than, the employee's regular salary.

**ARTICLE 5
AUTHORIZED ABSENCE**

5.1 **Entitlement:** All permanent full-time, permanent part-time employees, and probationary employees are entitled to authorized absence subject to the provisions and exceptions of this article. Paid time addressed in this article illustrates time for full time employees.

- A. Permanent part-time employees receive paid holidays, vacation and sick leave based upon the position's allocated percentage of full-time. For example, an allocated position that works twenty (20) hours a work week in a forty (40) hour work week will earn fifty percent (50%) of the amount that is earned by a full-time employee.
- B. Employees entitled to holidays, vacation and sick leave will accrue floating holidays, vacation and sick leave from the date of employment. Sick leave and floating holidays may be used upon accrual. Vacation will be available for use after completion of six (6) months of continuous employment.
- C. For purposes of scheduling employee time off for vacation, compensatory time off, personal floating holidays or regular holidays, the employee must request time off in writing in advance with the Appointing Authority. Approval of all requests will be governed by the needs of the DNSWMA (subject to FLSA). However, employee requests should not be denied unless operational necessity requires it. A denial will be provided to the employee in writing, and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee must be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary. This procedure will also apply for scheduling purposes, whenever possible, for family sick leave and medical appointments. The Appointing Authority or designee may require an employee to take off accumulated compensatory time which would exceed the maximum amount which may be accrued in accordance with the provisions of this MOU, by giving an employee not less than forty-eight (48) hours notice. Compensatory time off, which is required to be taken off under this paragraph, must be taken in full day increments.

5.2 **Holidays:** Eligible employees are entitled to the following Holidays with pay up to a maximum of eight (8) hours:

New Year's Day.....	January 1
Dr. Martin Luther King's Birthday.....	Third Monday in January
Lincoln's Birthday.....	February 12
Washington's Birthday.....	Third Monday in February
Cesar Chavez Day.....	March 31
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Veteran's Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving Day.....	Fourth Friday in November
Work day before or after the Christmas holiday and Christmas Day.....	December 25 th or when:
Dec. 25 th falls on a Monday, the paid holidays shall be Monday 12/25 & Tuesday 12/26	
Dec. 25 th falls on a Tuesday, the paid holidays shall be Monday 12/24 & Tuesday 12/25	
Dec. 25 th falls on a Wednesday, the paid holidays shall be Tuesday 12/24 & Wed. 12/25	
Dec. 25 th falls on a Thursday, the paid holidays shall be Thursday 12/25 & Friday 12/26	

Dec 25th falls on a Friday, the paid holidays shall be Thursday 12/24 & Friday 12/25
Dec 25th falls on a Saturday, the paid holidays shall be Thursday 12/23 & Friday 12/24
Dec 25th falls on a Sunday, the paid holidays shall be Friday 12/23 & Monday 12/26

- A. Additionally, eligible employees will accrue three (3) (twenty four (24) hours) floating holidays per fiscal year. Employees hired during the period of July 1 through December 31 are eligible for three (3) (twenty four (24) hours) holidays during the first fiscal year of employment. Employees hired during the period January 1 through March 31 are entitled to two (2) (sixteen (16) hours) floating holidays during the first fiscal year of employment. Employees hired from April 1 through June 30 are not eligible for a floating holiday during the first fiscal year. These holidays may be used at any time with approval of the Appointing Authority. Floating holidays may only be used in full day increments; they may not be taken on an hourly basis. If not taken during the last full pay period in June of each fiscal year during which they are earned, the holidays are forfeited. Floating holidays accrued but not used may not be paid off at the time of termination of employment.
- B. If a holiday falls on a Saturday, the preceding Friday will be a holiday. If a holiday falls on a Sunday, the following Monday will be a holiday.
- C. Additionally, the Governing Board may declare an additional holiday each day declared by the President of the United States or the Governor of the State of California as a day of mourning, thanksgiving, or other special occasion. Such day will be treated as a holiday.
- D. If an employee is required to work on a recognized holiday, or of the employee's regular day off falls on a holiday, the employee will receive up to eight (8) hours of holiday pay on that day. The employee may, if mutually agreeable with the employer, take a holiday on an alternate day within the same pay week.

5.3 **Vacation:** Eligible employees are entitled to paid vacation as follows:

- A. No changes to this MOU will reduce vacation accrual rates of current DNSWMA employees.
- B. Employees will accrue vacation at a rate equal to the following annual vacation days: five (5) days during the first (1st) year of continuous service; ten (10) days per year for two (2) through (5) years of continuous service; fifteen (15) days per year for six (6) through ten (10) years of continuous service; twenty (20) days per year for eleven (11) through fifteen (15) years of continuous service; and twenty-five (25) days per year for sixteen (16) or more years of continuous service.
- C. Employees designated by the Governing Board as mid-management or professional, will be entitled to five (5) days of vacation per year in addition to the time provided under 5.3(B) above.
- D. An employee who terminates during the initial six (6) months of service will not be entitled to vacation leave or payment for accrued vacation.
- E. At no time may employees accrue more than the number of days of vacation they are entitled to earn in a one-and-a-half year period at their current rate of accrual. Employees who have reached this limit cease accruing vacation until such time as the total number of days accrued is less than this number.
- F. Employees eligible for vacation usage will be compensated for unused vacation upon separation from service.
- G. Vacation will continue to accrue while an employee is on other paid leave of absence or temporary disability. Accrued vacation may be used to supplement paid leave or temporary disability benefits at the employee's request.

- 5.4 **Scheduling of Vacation and Floating Holidays:** Employees must request time off in writing in advance with the Appointing Authority. Vacation or floating holiday scheduling is subject to the operational needs of the DNSWMA. Vacation or floating holiday requests should not be denied unless operational needs of the DNSWMA so dictate. A denial will be provided to the employee in writing and must state the reason for the denial. Once the Appointing Authority and the employee have agreed to a particular day or days off, the employee must be allowed to those days off, unless an emergency occurs rendering the employee's attendance necessary.
- 5.5 **Sick Leave:** All eligible employees are entitled to sick leave with pay. Employees are expected to work a complete designated workday. If an employee cannot report to work, the employee shall notify the Appointing Authority as early as possible but not later than one (1) hour after the workday begins. Sick leave entitlement is as follows:
- A. Eligible employees earn a rate of one (1) day of sick leave with pay for each month of service from the date of employment, accrued on a biweekly basis.
 - B. Sick leave will only be authorized for illness of an employee, his/her immediate family or member of the employee's household. Abuse of this sick leave provision may be cause for discipline. The Appointing Authority is responsible for insuring that the sick leave is not misused.
 - C. Sick leave may be used for purposes such as: personal illness or injury; medical, mental health or dental appointments; required attendance of the employee upon a sick or injured spouse or other member of immediate family defined in Section 2.26 of this MOU.
 - D. Those employees separating in good standing between five (5) and ten (10) years of continuous service will be compensated at a rate of ten percent (10%) for accumulated unused sick leave.
 - E. Upon separation from DNSWMA employment in good standing, those employees with ten (10) or more years of continuous service will be compensated at a rate of 25% for accumulated unused sick leave hours. Separation from employment under other conditions does not qualify for payment. The employee will have the option of trading sick leave for vacation at the rate of four (4) days of sick leave for one (1) day of vacation for sick leave accrued in excess of fifty (50) days.
 - F. Upon retirement, accumulated unused sick leave hours will be eligible for payment at a rate of 50%, or retiring employees may choose to apply 100% of their unused sick leave towards PERS retirement credit. 50% payment for unused sick leave is not available to retiring employees who are qualified for, and elect to receive, the medical insurance plan provided by Del Norte County under provisions 9.3 of this MOU. Retiring employees may choose one benefit or the other, but not both.
- 5.6 **Vacation and Sick Leave:** Vacation and sick leave will continue to be accrued at the normal rate while an employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. When the accrued sick leave and/or vacation hours are exhausted, the employee may request a leave under Section 5.10 of this MOU.
- 5.7 **Family Death Leave:** The Appointing Authority will authorize paid leave of up to five (5) days immediately following the death of a member of the immediate family or household as defined in Section 2.26 of this MOU.
- 5.8 **Jury Duty:** The Appointing Authority must authorize time off as needed for jury duty. If the employee transfers the fees paid for jury duty service to DNSWMA, then full pay will be continued during the leave. If vacation, compensatory time or other paid day off is used, the jury fees need not be paid to the DNSWMA.

- 5.9 **Military Leave:** In accordance with federal law, employees are entitled to military leave of absence with pay and benefits as provided in Division II, Part I, Chapter VII of the Military and Veterans Code.
- 5.10 **Leave of Absence Without Pay:** Leaves of absence without pay may be granted only upon specific written request of an eligible employee, and with the approval of the Appointing Authority and the Personnel Officer. Leaves may be granted for:
- A. Personal reasons which do not cause inconvenience to the DNSWMA, not to exceed thirty (30) days in duration.
 - B. Before a personal leave of absence is granted, an employee must exhaust all accrued vacation.
 - C. An unpaid leave of absence may be extended up to one (1) year, upon finding of unusual or special circumstances, if recommended by the Appointing Authority and approved by the Personnel Officer. Failure to report for duty after a leave of absence has expired, been disapproved or canceled will be considered an automatic resignation.
 - D. An unpaid leave of absence will cause a break in service, and the employee's anniversary date, evaluation date, and longevity date will be adjusted to reflect the length of time not credited to total service. An employee's seniority will be frozen at the time of the break in service and will continue to accrue at such time as the employee returns to paid status.
 - E. All paid benefits provided by this MOU will cease during the unpaid leave of absence, except as provided under Section 5.11, below. However the employee may continue to participate in medical, dental and life insurance, and the union provided vision insurance, by paying the monthly premiums at group rates.
 - F. The Appointing Authority may at his or her discretion approve up to five (5) days unpaid leave per calendar year to an employee for urgent or emergency absences for which the employee has insufficient accrued paid time. This time off will not be subject to approval by the Personnel Officer, and will not cause any seniority adjustment. Unpaid time off beyond the five (5) days in a calendar year is subject to all other provisions of Section 5.10.
- 5.11 **Family and Medical Leave:** The parties agree that DNSWMA will comply fully with the statutory rights of employees under the California Family Rights Act and the Family Medical Leave Act. Nothing in this paragraph waives any statutory rights of any employee. An employee with at least 12 months of service, who has worked at least 1250 hours during the preceding 12 month period prior to the date for which leave is requested, is eligible to take up to twelve (12) weeks of leave each year.
- 5.12 **Administrative Leave:** Where an employee has performed meritorious service, the Appointing Authority, may, in his or her discretion, grant up to three (3) days of administrative leave with pay during the fiscal year, in addition to any other holidays or leave available to the employee. Such days must be taken during the same fiscal year.
- 5.13 **Catastrophic Leave:** Catastrophic leave is a paid leave of absence due to a verifiable, long-term catastrophic illness or injury which clearly disables the employee. Catastrophic leave time is paid from hours donated by other DNSWMA employees.
- A. Responsibility:
 - 1. SWMA or its designee will be responsible for the administration of the catastrophic leave program. Administration includes determining employee

eligibility, monitoring usage and balances, and providing the Union with quarterly time balance reports.

2. The Union will be responsible for soliciting donations to the leave bank.

B. Eligibility: All permanent employees may be eligible to withdraw hours from the Catastrophic Leave Bank in two ways. They must either meet the following criteria:

1. Successful completion of twenty-six (26) pay periods in paid status.
2. Have donated a minimum of one-day (8 hours) to the Bank in the preceding twelve (12) months.
3. Provide written documentation of application and qualification of State Disability Insurance.
4. Exhaustion of all available sick leave, compensatory time, vacation time and other accrued paid leaves of absence.
5. Is anticipated to be absent for at least fifteen (15) working days past the date of exhaustion of all of the employees accrued paid time/leave.
6. Provide written documentation of the need for the absence from work by a certified healthcare provider.

OR, they may draw leave that has been donated to the Authority's Catastrophic Leave Bank specifically for their use.

C. Donation of Hours:

1. Employees may donate up to five (5) days per fiscal year total from any of three sources: sick leave, vacation, and compensatory time off.
2. Employees may donate a maximum of three (3) days from any one source per fiscal year.
3. Donations must be made in increments of at least four (4) hours or more.
4. In order to donate sick leave, an employee must have not less than ten (10) days of sick leave available after donation.
5. Donated time will be credited on an hour for hour basis, regardless of wage of either donator or recipient.
6. Donations may be contributed to either the general Catastrophic Leave Bank for general usage, or to an individual employee.
7. Those hours donated to an individual employee, but not used, upon return to work will automatically revert to the Catastrophic Leave Bank for general use.
8. Once made, a donation to the Catastrophic Leave Bank becomes the property of the bank, and may not be recovered by the donating employee.

D. Approval Process for Use of Catastrophic Leave Bank:

1. A request for use of the Catastrophic Leave bank must receive approval through the Personnel Officer.
2. The Personnel Officer will be responsible for determining employee eligibility to make withdrawals from the donation bank. Requesting employees are responsible for providing documentation of the anticipated duration of absence.
3. Donated leave days contained in the general usage bank are available to eligible employees on a first-come, first-served basis. Two (2) or more eligible employees may draw from the bank concurrently, providing available resources exist.

E. Usage of Donated Hours:

1. An employee may use Catastrophic Leave to augment State Disability benefits not to exceed their base salary rate.
2. Catastrophic Leave Bank donations may be used to augment any benefits received due to a work-related illness or injury.
3. While an employee is on Catastrophic Leave using donated hours, the employee will be treated as in pay status, for purposes such as anniversary and longevity dates, health insurance, and other benefits, except that the employee will not accrue any vacation or sick leave.
4. Usage of catastrophic leave may not exceed twelve (12) weeks during any twelve-month period. Extensions may be granted pursuant to Section 5.10 of the MOU.

5.14 **Workers Compensation:** The parties agree that DNSWMA will comply fully with the Workers Compensation Code of the State of California. Nothing in this paragraph is intended to waive any statutory right of any employee. When an employee is injured on the job or becomes ill from job-related causes, the employee is responsible for notifying the Appointing Authority. The Appointing Authority must submit a report of the injury or illness, including the date and time of occurrence and any relevant circumstance, to the Risk Manager's office. The report will be processed in accordance with the Workers Compensation law of the State of California and the procedures of the DNSWMA workers' compensation plan.

- A. If an employee loses time because of a workplace injury or industrial illness, the worker will be entitled to the benefits of the Workers Compensation law. This provides payment for medical treatment and hospitalization up to a maximum established by the State's benefit schedule. The employee is entitled to use accrued sick leave, compensatory time off, and/or vacation time to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they will be charged first to sick leave, second to compensatory time off, and lastly to vacation.
- B. Vacation and sick leave will continue to accrue at the normal rate while the employee remains on temporary disability.

ARTICLE 6 EVALUATION

- 6.1 **General Provisions:** Each employee is expected to maintain high standards of performance. The work performance of each employee will be evaluated at the midpoint of the probationary period, at the conclusion of the probationary period, and annually thereafter on the employee's anniversary date. A special evaluation may be prepared by the employee's Appointing Authority at any time when warranted by either outstanding work performance or when work performance is unsatisfactory. In addition, a special evaluation will be prepared by an employee's Appointing Authority at an employee's written request but no more frequently than once between annual evaluations. In addition, the Personnel Officer may request a report from the Appointing Authority on the overall performance of any employee, at any time.
- A. Evaluation documents become a permanent part of the employee's personnel file.
 - B. It is the duty of the Appointing Authority during the probationary period of each employee in the department to investigate thoroughly the probationer's adjustment, performance and general acceptability, and to keep the probationer advised of his/her progress and to determine whether or not the probationer is fully qualified for permanent appointment. At least fifteen (15) working days prior to the completion of the probationary period, the Appointing Authority must submit a completed evaluation form to the Personnel Officer and provide a copy to the employee.
 - C. Violations of this section are subject to the grievance procedure. However, the actual ratings or comments made on an evaluation are not subject to mediation and/or binding arbitration or grievance unless they form the basis for a performance improvement plan or discipline. Employees will not be entitled to union representation at the initial evaluation meeting with the Appointing Authority, unless the previous evaluation received by the employee was less than satisfactory or the employee is on a performance improvement plan.
 - D. No complaint against an employee may be referred to in an evaluation unless the employee has been made aware of the details of the complaint within thirty (30) days that the DNSWMA became aware of the complaint.
 - E. The employee will have the right to file a response within ten (10) working days of receipt of the evaluation, including any attachments, witness statements, or the like. The response will be attached to any copy of the evaluation maintained by County or DNSWMA and will also be maintained in the employee's personnel file.
- 6.2 **Performance Improvement Plan:** If an employee receives a substandard evaluation, the Appointing Authority may prepare a performance improvement plan to provide clear direction to an employee whose performance is substandard. Performance Improvement Plans are described in detail in Article XII.
- 6.3 **Probationary Period:** All employees in permanent positions will be subject to a probationary period. A probationary period will commence upon the effective date of hire into a permanent position, including promotion. Service prior to a permanent appointment will, upon recommendation of the Appointing Authority and approval by the Personnel Officer, be counted as part of the probationary period, providing the temporary or provisional continuous service was in the same class as the position to which the probationary appointment is made. The regular probationary period will be six (6) months. An employee attains permanent status upon successful completion of the prescribed probationary period, and execution of the appropriate personnel action form.

- 6.4 **Extension of Probationary Period:** The Appointing Authority may, request an extension of the probationary period up to a total of six (6) additional months for an employee. Written extension requests are to be submitted for review to the Personnel Officer at least fifteen (15) working days prior to the end of the probationary period. The request must contain the reasons and justification for the extension, and the duration of the extension requested. The request must be accompanied by an employee's performance report and, when required by the Personnel Officer, a performance improvement plan. If approved by the Personnel Officer, the employee will be notified in writing by his/her Appointing Authority of the extension of his/her probationary period and the specific reasons for the extension. An employee attains permanent status upon successful completion of the probationary period, and execution of the appropriate personnel action form.
- 6.5 **Probationary Service:** A newly hired employee is subject to separation from DNSWMA service at any time during the prescribed probationary period, without right of appeal or hearing, except as may otherwise be required by law. In the case of a probationary termination, the Appointing Authority must notify the probationary employee in writing of the fact that he or she is being separated from DNSWMA service. Notice must be provided at least fifteen (15) working days prior to the end of the probationary period. In case of a promoted employee who fails to complete the probationary period following promotion, every reasonable attempt will be made to reinstate the employee to his/her previous position, provided that said position is vacant. If the employee's previous position is not vacant, every reasonable attempt will be made to place the employee in a vacant position that has equivalent pay and benefits to that of the previously held position and for which the employee is duly qualified for.
- 6.6 **Personnel File:** Upon separation, the DNSWMA will provide the employee with a copy of the employee's personnel file within ten (10) working days of the employee's written request.

ARTICLE 7
TRANSFER, PROMOTION, REASSIGNMENT, AND VOLUNTARY DEMOTION

- 7.1 **Effect of Lateral Transfer:** A permanent employee who is transferred laterally continues to be a permanent employee and does not have to serve a new probationary period in the new position. A probationary employee who is transferred laterally must serve a new probationary period in the new position. A transferred permanent employee retains all of the seniority accrued in the earlier positions(s), but the employee's anniversary date will be changed to reflect the date of assignment to the new position. A transferred permanent employee retains the same salary step placement, including longevity, received in the former position.
- 7.2 **Effect of the Promotion:** An employee who is promoted must serve a probationary period in the new position. The employee receives a new anniversary date upon promotion. A promoted employee will be placed at the lowest step of the new salary range which provides for a minimum 5% increase in salary. A promoted employee on Step F, G, H or I will remain at their longevity step in the new range.
- 7.3 **Voluntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, upon the employee's written request and with the approval of the Appointing Authority and the Personnel Officer. This action will be known as a voluntary demotion and will be noted on all official records.
- 7.4 **Effect of Demotion:** An employee who is demoted, either voluntarily or involuntarily, will be treated as follows:
- A. If the employee is probationary, his/her probationary period will be a continuation of the probationary period being served at the higher level.
 - B. If the employee is permanent, he or she will not be required to serve a new probationary period in the next lower class.
 - C. If the employee is returned to a former class in which the employee held permanence, the employee will not be required to serve a new probationary period.
 - D. The employee receiving a demotion will be placed at a step in the new salary range which provides for the least loss of pay, but will be placed on Step F or G, if that step was held in the previous position.
- 7.5 **Class Series Advancement:** Employees may move upward in a class series upon the recommendation of the Appointing Authority, and with approval of the Personnel Officer, when the following criteria are met:
- A. The employee's qualifications must satisfy the qualifications indicated on the job description in the area of experience, and work performance must be rated above satisfactory.
 - B. In addition to the above, advancement to a III level requires that the employee provide lead person duties or be the only clerical employee who is responsible for all clerical functions in the department or unit.
 - C. An employee who receives a class series advancement must serve a new probationary period.
- 7.6 **Grant Positions:** When a grant position is made a regular position by action of the Governing Board, the individual occupying that position may be appointed to that position by the Appointing Authority and with the approval of the Personnel Officer, without normal recruitment procedures.

- 7.7 **Reassignment:** Employees may, from time to time, be affected by reorganization, change of assigned worksite, or other factors which result in physical relocation of the employee's worksite or work station. In all such cases, employees will be reassigned to the new worksite or work.

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**ARTICLE 8
CLASSIFICATION AND RECLASSIFICATION**

- 8.1 Classification: When the DNSWMA classifies a new position, the DNSWMA will notify the union of the compensation proposed for the new position or reclassified position before such classification or reclassification may be posted on the agenda of the Governing Board, and upon written request will meet and discuss on the subject within ten (10) days of the notification to the union in writing by the DNSWMA of the proposed classification.
- 8.2 Reclassification: If an employee's duties vary from his or her job description sufficiently to warrant a change in classification, either party may request to meet and discuss with the other about reclassification of the position to reflect the actual or proposed job duties of the position.

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ARTICLE 9
HEALTH AND WELFARE BENEFITS

- 9.1 **General Provisions:** All permanent, probationary and grant employees are eligible for full health benefits through a self-funded plan subject to annual deductibles and co-pays. Extra help, limited term, temporary and seasonal employees will receive only those fringe benefits required by law. Employees entitled to health benefits will be eligible for coverage on the first day of the month following completion of sixty (60) days of continuous employment. Any employee whose date of hire falls between the 1st and 15th day of the month will have said month counted in its entirety toward the waiting period. Any employee whose date of hire is the 16th of the month or later will not begin their waiting period until the 1st day of the following month. The health plan includes medical, mental health, life and dental coverage. In addition, the employee may elect to cover dependents by the payment of premiums through payroll deduction. Covered employees and their covered dependents (spouses and children) have the opportunity to temporarily continue their health coverage if coverage is lost under certain qualifying circumstances. Employee's must contribute five percent (5%) of their gross biweekly salary toward their healthcare premium and the DNSWMA shall contribute the remaining amount. See the Health Care Plan Booklet contained in Attachment B for specific benefits, co-pays and continuation coverage provisions.
- 9.2 **Dependent Coverage Rates:** For specific dependent rate information, refer to Attachment C.
- 9.3 **Plan Continuation Benefit:**
- A. Employees who retire from DNSWMA service may continue their medical coverage at DNSWMA group rates at their option, and subject to all rules and regulations of the DNSWMA's medical benefits carrier at the time. It is understood and agreed that the DNSWMA will not be liable for payment of any premium to its medical carrier. If the retired employee fails for any reason to make a payment when due, the DNSWMA will not make the payment for him/her, and the benefit could be lost in this event. However, employees retiring after the age of fifty-five (55) and serving a minimum of twenty-five (25) continuous years in DNSWMA service will be eligible to continue the DNSWMA Health Care Plan at no premium cost for the retiree until the employee qualifies for Medicare benefits. Continued coverage in the DNSWMA's plan when the retiree qualifies for Medicare will be paid by the retiree at the same rate set by the DNSWMA for retirees. For specific retiree rates, including dependent coverage rates, refer to Appendix C.
 - B. Effective November 1, 2009, employees hired after November 1, 2009 will not be eligible to continue health insurance coverage as a retiree until they have achieved fifteen (15) years continuous DNSWMA service. Employees hired between January 1, 2007 and October 31, 2009 will not be eligible to continue health insurance coverage as a retiree until they have achieved ten (10) years continuous DNSWMA service. All employees hired prior to January 1, 2007 will be unaffected by this article.
 - C. The DNSWMA makes available to employees a premium conversion plan under IRS Code Section 125, by which employees who pay for dependent medical care may have their premium contributions paid with pre-tax dollars.
- 9.4 **Dental Benefits:** The DNSWMA provides dental benefits under its self-insured health plan, a copy of which is attached to this MOU as an exhibit. See the Health Care Plan Booklet contained in Attachment B for specific benefits, co-pays and continuation coverage provisions.

9.5 **Life Insurance:** The DNSWMA also provides a life insurance policy of fifteen thousand (\$15,000) at no cost to the employee. Mid-Management and professional employees are also provided a life insurance policy equal to one (1) year's gross pay at no cost to the individual.

9.6 **Voluntary Insurance Plans:** Employees are eligible for a variety of employee and dependent paid insurance plans offered through AFLAC. Union members may participate in a Union sponsored vision plan. For more details, contact an association area representative. Voluntary insurance plans are paid for by the employee through payroll deduction of premiums, at no cost to the DNSWMA.

9.7 **Ground and Air Ambulance Plan:** The DNSWMA provides ground and air ambulance coverage through Del Norte Ambulance and Cal-Ore Life Flight at no charge to permanent employees and their dependents upon eligibility for health benefits.

9.8 **Employee PERS Contribution:**

New Members: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on or after January 1, 2013, defined as "New" employees, shall pay effective the first full pay period in July 2016, the member contribution established under the CalPERS Agreement, currently six and one quarter percent (6.25%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the employees will pay the established rate.

Classic Members: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired prior to January 1, 2013, defined as "Classic" members, shall pay effective the first full pay period in July 2016, the member contribution established under the CalPERS Agreement, currently seven percent (7%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the employees will pay the established rate.

9.9 **PERS Benefit Calculation:**

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the benefit calculation for employees hired after January 1, 2013 who are not transferred from a CalPERS or CalPERS reciprocal agency or have a break in service of six (6) months or longer shall be the thirty-six (36) highest consecutive months final compensation provision using the 2% @ 62 formula for Miscellaneous Employees.

For employees hired prior to January 1, 2013, the benefit calculation shall be based on the twelve (12) highest paid consecutive months using the 2% @ 55 formula for Miscellaneous Employees.

9.10 **PERS Employer Contribution Cap:**

During the term of this Agreement, DNSWMA shall pay a maximum of twenty percent (20%) for the employer contribution rate. If during the term of this Agreement, the employer share exceeds twenty percent (20%), the employee shall pay fifty percent (50%) of the contribution in excess of the twenty percent (20%) cap, and DNSWMA shall pay the remaining fifty percent (50%). At no time during the term of this Agreement shall member's total contribution exceed eight percent (8%).

- 9.11 **Employee Discount Program:** The DNSWMA may participate in and pass along employee discounts offered by vendors as they become available, provided said participation does not violate legal or ethical rules. Participation in such discount programs may not hold the DNSWMA liable in any manner. Offers or programs that require DNSWMA staff time to verify employment or in any way assist in the overall management of the discount program will be considered on a case by case basis. Examples of employee discount programs are, but not limited to the following: Microsoft Office software purchase, Verizon Wireless discount, and Dell computer purchasing program. Specific information regarding current discount programs may be obtained from the Personnel Office.

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do so will restrict the employee from normal work duties requiring protective footwear and may result in disciplinary action. The employee will be required to obtain the protective footwear. Time away from work to obtain the protective footwear is not work time. Restriction from normal work duties may include assignment of those duties.

- D. **Transfer Stations:** Permanent employees who are regularly assigned to work as refuse site attendants will be provided a fifty dollar (\$50) allowance every other fiscal year for rain boots or waterproof shoes.
- E. **Hazardous Waste collection event and heavy lifting footwear:** Permanent employees who are assigned to work in the 'Hot Zone' during hazardous waste collection events or whom are assigned to tasks requiring lifting 50 pounds or more will be provided an allowance of hundred and fifty dollars (\$150) every other fiscal year for steel toed boots or equivalent protective footwear.

10.4 Mileage: An employee, who is authorized to use personal motor vehicle in the performance of official work, shall be reimbursed at the current applicable IRS rate for all miles driven.

- A. For the purpose of reporting mileage, the mileage shall be as far a one-way trip as calculated by using Google Maps as the primary source and if the ending point of Google Maps does not fully reach the destination Google Earth Pro will be used to extend the route.

**ARTICLE 11
LAYOFF AND RE-EMPLOYMENT**

- 11.1 **Reason for Layoff:** Whenever, in the judgment of the Governing Board, it becomes necessary to reduce staffing levels, positions may be abolished and employees may be laid off. The Personnel Officer must notify each employee who is to be laid off, and the Union, in writing not less than thirty (30) calendar days prior to the effective date of layoff. During the thirty (30) day notice period, up to twenty (20) hours paid leave shall be granted to each employee being laid off to be away from work for job search purposes. Upon request of the Union, shall promptly meet with the Union to discuss the anticipated reduction in force and alternatives thereto.
- 11.2 **Notice of Reduction in Force:** The Personnel Officer shall send a written notice to each employee affected by a reduction in force at least thirty (30) calendar days prior to the effective date of the action. The notice shall include:
- A. Reason for Layoff;
 - B. Classifications to which the employee has retreat rights to under section 11.6;
 - C. Effective date of the action;
 - D. Seniority score of the employee and the number of the employee on the seniority list;
 - E. Location of the Seniority list so the employee may compare their score with others;
 - F. Conditions governing retention on and reinstatement from reemployment lists;
 - G. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.
- 11.3 **Seniority:** For the purposes of this section, each employee's seniority score is equal to the total number of hours worked as a permanent employee for this agency, the City of Crescent City or the County of Del Norte, or combination thereof.
- 11.4 **Equal Seniority:** If two employees in the same class have the same final seniority score, the DNSWMA and the Union shall meet and confer to determine which employee has the greatest seniority.
- 11.5 **Temporary Positions:** No employee serving in a temporary extra-help or limited-term position may be retained if an employee in the same class is being laid off. No temporary employee may be hired into a class while permanent employees are on a reemployment list for the same class in the department. Employees on the reemployment list have priority for temporary positions.
- 11.6 **Retreat Rights:** An employee to be laid off from his/her position may elect to displace the least senior employee in their class. If there is no less senior employee, the employee may displace the least senior employee in a lower class which the employee to be laid off has served in a permanent status, if the employee to be laid off has more seniority than that employee in the lower class. An employee displaced by a more senior employee may likewise exercise retreat rights, in order of seniority. An employee displaced by a more senior employee exercising retreat rights has the same reemployment rights as an employee who is laid off. An employee who is to be laid off who chooses to exercise retreat rights must inform the Personnel Officer of that

decision in writing within five (5) working days of receipt of notice of layoff. Employees who exercise retreat rights will not be required to serve a probationary period in the class they retreat to.

- A. An employee who retreats to a lower class will be placed at a step of the appropriate salary range which represents the least loss of pay. An employee may not be advanced to a longevity step (F, G, H or I) unless longevity has already been attained.

11.7 **Re-employment Rights:** Laid off employees, and employees displaced from their positions by more senior employees, and grant employees whose grants are cancelled or expire will be eligible for re-employment in the class held at the time of layoff for a period of eighteen (18) months from the effective date of layoff or displacement. Re-employment will be in the reverse order of layoff. Their employment will take precedence over hiring and transfers when a vacancy in the class of former placement comes available.

- A. Employees on a re-employment list will have the same rights as active employees to seek transfers and promotions to vacant positions in other classes throughout the DNSWMA.
- B. An employee who is reemployed in the same class from which he or she was laid off or displaces while he or she was on a re-employment list, will be restored to the same salary step held at the time of layoff or displacement. If the employee exercised retreat rights to a lower class at the time of layoff, salary step placement will be adjusted upward upon re-employment as if the employee had served that time in the original class. The time on the re-employment list will not be considered a break in service, except that the employee's original hire and anniversary dates will be adjusted to deduct the time off work.
- C. The names of persons laid off or demoted will be entered upon re-employment lists for positions for which they are qualified. The list will be used when a vacancy arises in the same or lower classes before certification is made for an eligibility list.

11.8 **Reemployment Notice:** Whenever there is an active re-employment list, the DNSWMA will provide written notification of appropriate openings to employees on the list by first class mail, addressed to the employee's last known address. It is the employee's responsibility to keep the DNSWMA informed of his/her mailing address. DNSWMA's responsibility to provide notice hereunder is waived if a notice is returned to DNSWMA as undeliverable.

11.9 **Employee Response:** A laid off/displaced employee who accepts a re-employment offer is responsible for notifying the Personnel Officer of that fact in writing within five (5) days of receipt of a re-employment notice. An employee accepting re-employment will return to duty not later than thirty (30) calendar days following the date of intended re-employment announced by the Personnel Officer. The employee is responsible for notifying the Personnel Officer in writing of the time needed to return to duty.

11.10 **Wage, Hour and Working Condition Issues:** DNSWMA and the Union agree that layoffs and displacement may trigger problems among remaining employees in such areas as distribution of work of laid off employees, preservation of bargaining unit work within the unit, classification levels of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addressed on a case-by-case basis, upon receipt by the DNSWMA or a request to meet and confer with the Union.

ARTICLE 12
GRIEVANCE PROCEDURES

- 12.1 **Purpose:** It is the purpose of this procedure to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and timely manner.
- 12.2 **Definition of a Grievance:** A grievance is a complaint of an employee or group of employees alleging the violation, misinterpretation or misapplication of any provision of this Memorandum of Understanding, or working conditions within the control of the Appointing Authority, including rules and regulations, and disciplinary action for which no other procedure for orderly adjudication of the complaint exists.
- 12.3 **Definition of a Grievant:** The employee(s) within a bargaining unit represented by the Union alleging a grievance is the grievant.
- 12.4 **Timeline:** A grievance must be filed (Step Two) within thirty (30) calendar days after the event, or after the grievant becomes knowledgeable of the event, but in no case after sixty (60) days from the event. Time limits set forth herein may be extended by mutual written agreement between the DNSWMA and the grievant, or DNSWMA and the Union, in a represented grievance.
- 12.5 **Informal Grievance Procedure (Step One):** An employee, or group of employees must first discuss their grievance with the Appointing Authority. If, within five (5) working days, the Appointing Authority has not resolved the grievance to the satisfaction of the employee, the employee may submit his or her grievance in writing formally.
- 12.6 **Formal Grievance Procedure (Step Two):** The grievant may submit a formal grievance in writing on the form provided by the DNSWMA. Within ten (10) regular working days of receipt of the grievance, the Personnel Officer will investigate and provide a response in writing to the grievant. The response will include a complete statement of the Appointing Authority's position and the facts and evidence upon which it is based, and the remedy or correction which has been offered, if any. The grievance form, and any requests for hearing must be in writing and set forth the specific provision(s) of the MOU the grievant alleges has been violated, misinterpreted, or misapplied, and must set forth facts supporting the allegations and the resolution desired.
- 12.7 **Step Three:** If, within five (5) regular working days of receipt of the Personnel Officer's written response, the grievant disputes the resolution proposed, the grievant may request that the grievance be heard by a mediator from the California Mediation and Conciliation Service. This request must be in writing or on a form provided by the DNSWMA stating the reasons why the proposed resolution is still disputed. The outcome of this mediation will be advisory in nature.
- 12.8 **Step Four:** If, within ten (10) regular working days of receipt of the response of the mediator, the grievant disputes the proposed resolution, the grievant may request binding arbitration. The request for binding arbitration must be submitted to the Personnel Officer. An arbitrator may be selected by mutual agreement by the Union and the DNSWMA from local attorneys registered with the State Bar. Should the parties fail to agree on an arbitrator, they shall make a joint request to the State or Federal Conciliation Service for a list of five (5) qualified arbitrators from Del Norte or Humboldt Counties. If five (5) are not available, the remaining slots shall be qualified arbitrators who reside in Northern California or Southern Oregon. The arbitrator shall be selected

from a list by the parties alternately striking names, with the opportunity to strike first determined by chance.

All documentation supporting the parties' positions shall be filed at least ten (10) days before the hearing with the arbitrator.

The arbitrator shall not have the power to alter, amend, change, add to, or subtract any of the terms of this Memorandum of Understanding. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties. The decision of the arbitrator shall be final and binding upon the parties.

The cost of employing the arbitrator shall be borne equally by all parties. All other costs such as, but not limited to attorney's fee and witness fees shall be borne only by the party incurring that costs.

Court Report/ Transcript Fee: If a court reporter is requested, the requesting party is obligated to pay for services of the reporter. Cost of transcript copies shall be borne by those parties requesting copies.

- 12.9 **Non-Retaliation:** Employees who file a grievance or who participate in a grievance in any capacity, including as witnesses, will be free from retaliation as a result of filing or participating in a grievance. Retaliation protection is provided by state and federal laws.
- 12.10 **Performance Standards:** Employees who file grievances are not excused from performing their jobs to acceptable standards at all times during the processing or following a grievance.
- 12.11 **Right to Representation:** The Union will have the right to represent employees in grievances. Individual employees may process their own grievances without assistance from the union. Nothing in this MOU shall require the Union to represent a grievant that has filed a formal grievance at step two without Union representation in any subsequent proceeding.
- 12.12 **Employee Processed Grievances:** DNSWMA will provide the Union with a copy of the proposed resolution(s) to any grievances processed by employees without Union representation, except those grievances containing a confidential component. The Union will be granted five (5) business days to review the proposed resolution(s) prior to implementation, to determine that the proposed resolution(s) are in conformance with the terms of this MOU. Grievances processed without Union representation will not be precedent setting.
- 12.13 **Release Time for Witnesses:** DNSWMA will release from duty without loss of pay or benefits any employee called as a witness in any grievance hearing by the Union or an individual employee grievant.

ARTICLE 13
DISCIPLINE

- 13.1 **General Provisions:** Employees not subject to the provisions of Local Agency Personnel Standards (Government Code Title II, Administration, Division 5 [LAPS]), may be disciplined only in accordance with the provisions of this Article. Employees subject to LAPS may be disciplined only in accordance with the provisions of this Article and LAPS. In the event of conflict, the provisions of LAPS take precedence over this Article.
- 13.2 **Discipline:** Discipline means all personnel actions resulting from acts or omissions on the part of an employee consisting of written warnings, written reprimands, suspension without pay, demotion or dismissal. Permanent employees may be disciplined only for just cause. All reasonable efforts will be made to apply discipline progressively, to afford the employee a reasonable opportunity to correct deficient work practices or conduct. Newly-hired probationary employees may be suspended without pay, demoted or dismissed without the right to appeal or hearing. Promotional probationary employees who have previously achieved permanence in any class enjoy full due process rights established in this Article and in Section 6.5 of this MOU.
- A. Written warnings and written reprimands may be challenged through the grievance procedure contained in Article XI of this MOU, but such disputes will not be subject to Step Four.
- B. Discipline may not be imposed on a permanent employee for any cause if the Appointing Authority had knowledge of the conduct for more than six (6) months and failed to issue formal charges.
- 13.3 **Right to Representation:** Whenever disciplinary action is initiated by the Appointing Authority, the employee must be advised that s/he has a right to the presence of a representative, including the Union, at all stages of the proceedings, including, but not limited to, discussions and interrogations involving the employee, and at informal and formal disciplinary hearings.
- 13.4 **Clearance for Disciplinary Action:** Any proposed disciplinary action must be approved by the Personnel Officer prior to any action being taken, in order to insure conformity with the procedures established in this Article, and consistency in the severity of discipline applied.
- 13.5 **Leave Pending Investigation:** Only on approval of the Personnel Officer may an employee against whom charges have been served pursuant to Section 12.14, or who is under investigation for possible discipline, be placed on paid administrative leave pending an investigation.
- 13.6 **Short Suspension:** If formal charges are served on an employee, and the discipline recommended is a suspension without pay for five (5) working days or less, discipline may be imposed immediately. The employee may request a hearing on the charges. If requested, an informal and formal hearing will be conducted as provided for in Sections 12.17 and 12.18. If the charges are not sustained, and/or if the discipline is rejected at Arbitration, the employee will be compensated for those days of suspension without pay not upheld by the Arbitrator.
- 13.7 **Negative Evaluations:** A negative evaluation may not of itself constitute grounds for discipline of a permanent employee, however, the deficiencies in employee performance including conduct documented in a negative evaluation may constitute grounds for discipline, and may result in charges being brought against an employee under the provisions of this Article.

- 13.8 **Right to Seal Letter of Reprimand:** An employee has the right to request in writing that a letter of reprimand be sealed within the employee's personnel file if two (2) years has elapsed from the date of any reprimand. The Personnel Officer shall review the request and within fourteen (14) calendar days render a decision on the request. Should the employee disagree with the decision of the Personnel Officer, the employee has the right to pursue a remedy through the grievance procedure at Step 4.
- 13.9 **Disciplinary Documents:** All documents pertaining to a disciplinary action will become a permanent part of the employee's personnel file, provided that in the event disciplinary charges are not sustained through an appeal process, all references to the discipline will be removed from the personnel file at the written request of the employee.
- 13.10 **Performance Improvement Plan:** The purpose of a performance improvement plan is to provide the employee with an opportunity to improve performance to an acceptable level and ensure that the DNSWMA is using progressive discipline in all cases except those warranting termination. Accordingly:
- A. Performance improvement plans may be prepared when an employee receives an evaluation at less than satisfactory level, and must be prepared when an employee receives a written warning, written reprimand, suspension without pay, or involuntary demotion.
 - B. The plan must contain clear, objective and measurable performance targets that are both reasonable and designed to help the employee perform at a satisfactory level.
 - C. The plan should include training if there are any deficiencies in the employee's knowledge or skills, and should not be punitive in nature.
 - D. The length of the performance improvement plan, and the terms thereof, must, in all cases, demonstrate that the DNSWMA is using a process of progressive discipline which is designed to provide an opportunity to actually correct deficiencies in performance. The Personnel Officer must approve of any performance improvement plan before it is implemented.
 - E. A performance improvement plan, along with any disciplinary documents, will become a permanent part of the employee's personnel file. The performance improvement plan will be prepared by the appointing authority and be subject to the approval of the Personnel Officer prior to delivery to the employee.
 - F. The plan will also describe the necessary consequences of failing to abide by the performance improvement plan, failure to improve, or repeating the same violation within the time frame of the plan. A Performance improvement plan may become a basis for progressive discipline if the violation or act that generated the plan is repeated.
 - G. At the end of the performance improvement plan, the appointing authority will either file a notation in the personnel file that the employee has successfully completed the performance improvement plan, and improved performance to an acceptable level, or if performance has not improved, the Appointing Authority may revise the performance improvement plan for an additional period, or the Appointing Authority may refer the employee to progressive discipline. In no case may a performance improvement plan last longer than six (6) months.
- 13.11 **Grievability:** The allegations, contents and outcomes of disciplinary action are not grievable. However, alleged procedural violations of this Article must be raised as part of the disciplinary proceedings rather than under the grievance procedure set forth in the previous Article.

13.12 **Grounds for Disciplinary Action:** The following constitute grounds for disciplinary action:

- A. Conviction of a felony.
- B. Misappropriation of public funds or property.
- C. Misconduct.
- D. Intentional or neglectful misuse of public property resulting in increased maintenance or repair costs or a reduction in service life of the equipment.
- E. Use of DNSWMA property not related to job function or for personal gain.
- F. Failure to improve substandard performance.
- G. Discourteous, discriminatory, offensive or abusive treatment of the public or fellow employees.
- H. Drinking alcoholic beverages or use of controlled substances without a prescription on the job, or arriving on the job under the influence of alcohol or controlled substances without a prescription.
- I. Habitual absenteeism or tardiness.
- J. Absence without notification as defined in Section 5.5 of this MOU.
- K. Abuse of sick leave or any other paid leave.
- L. Disorderly conduct.
- M. Incompetence or inefficiency in the performance of assigned duties.
- N. Being wasteful of material, property or working time.
- O. Insubordination, including, but not limited to, refusal to perform assigned tasks.
- P. Violation of any lawful, safe and reasonable order or written regulation made or given by an employee's supervisor or higher DNSWMA authority.
- Q. Neglect of duty.
- R. Dishonesty.
- S. Fraud in securing employment.
- T. Gross Misconduct.
- U. Refusal or failure to comply with safety rules and/or regulations, including drug and alcohol policies, promulgated by any governmental agency with jurisdiction.
- V. Refusal to take a medical examination legally required by DNSWMA.
- W. Serious physical or mental disability which prevents the employee from performing the essential functions of the position, even with reasonable accommodation for the disability.
- X. Failure to maintain any formal licensing or certification required for the employee's position.
- Y. Falsification of DNSWMA records.
- Z. A violation of another person's constitutional rights.
- AA. Knowing and intentional disclosure of information that is confidential by law or written DNSWMA policy.
- BB. Engaging in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with DNSWMA business.

13.13 **Disciplinary Procedure:** Discipline may be imposed for the violation of any provision of Section 12.11. A written warning may be given for the first or a relatively minor infraction, and will specify the details of the offense and may include a performance improvement plan. A written reprimand may be given for repeated offenses or an offense of increased severity, and will specify the details of the offense(s) and include a performance improvement plan. If a suspension without pay of five (5) working days or less is proposed, the following procedure and the provisions of Sections 12.6 apply. If suspension without pay for more than five (5) working days, demotion or dismissal is proposed, the following procedure applies.

- 13.14 **Written Notice of Charges:** When the Appointing Authority determines that sufficient grounds exist for imposing discipline on an employee, and following clearance by the Personnel Officer, the Appointing Authority shall prepare and provide to the employee a written notice of charges five (5) days prior to the proposed effective date. The notice must contain the following information:
- A. The provisions of Section 12.11 cited as Grounds for Disciplinary Action.
 - B. A statement of the specific acts or omissions upon which the discipline is based, including the names, dates, times, locations and circumstances of the alleged offense(s), unless the information is privileged, stated in clear and concise language. The statement must be sufficiently specific as to fully inform the employee of the nature of the charges against him/her.
 - C. A statement that a copy of all non-privileged materials upon which the discipline is based are attached or available for inspection upon request.
 - D. A description of the proposed discipline and its effective date(s).
 - E. A statement advising the employee of the right to request a hearing on the charges, and the time frame in which such a request must be made.
 - F. A statement advising the employee of the right to representation at any and all disciplinary proceedings.
 - G. A blank "Response to Charges and Request for Hearing" form, the signing and return of which to the Personnel Officer constitutes activation of the hearing process.
- 13.15 **Service of Written Notice:** All notices of proposed discipline must be personally served upon the employee, or mailed by certified mail, return receipt requested, to the last known address of the employee. Refusal to acknowledge receipt of the written notice does not preclude response time referenced in Sections 12.15 and 12.16 below.
- 13.16 **Employee Response:** The employee may deny all of the charges and request a hearing on the charges by delivering a written statement which includes the grounds for denial of charges to the Personnel Officer within five (5) regular working/business days of the date of receipt of the charges. This statement may be made on the form provided for that purpose along with the charges, or on a separate piece of paper, signed and dated by the employee.
- 13.17 **Failure to Respond:** If the employee fails to request a hearing within five (5) business days of receipt of the charges, the right to a hearing is waived, and the Appointing Authority may impose discipline upon the employee, with the approval of the Personnel Officer.
- 13.18 **Informal (Skelly) Hearing:** If the employee requests a hearing on the charges, the Personnel Officer will schedule an informal hearing at which the employee may answer and refute the charges, present mitigating evidence or otherwise respond to the charges. The Personnel Officer must issue an opinion and decision within ten (10) business days of the hearing. If the Personnel Officer finds that the discipline proposed is not justified, the Personnel Officer may order the charges rejected and the employee is exonerated with full salary and benefits. The Personnel Officer may also reduce the severity of discipline proposed or imposed under Section 12.6. If this occurs, the employee may still choose to go forward to a formal hearing on the charges. It is the intent of the parties that all disputes be resolved at the lowest administrative level possible.
- 13.19 **Formal Hearing:** If the employee is dissatisfied with the Personnel Officer's decision, the employee must notify the Personnel Officer within ten (10) business days after the Personnel Officer's decision has been mailed or delivered to the employee. The Personnel Officer will

arrange for a formal hearing on the charges. The Union and DNSWMA may agree to a hearing officer; if they do not, they must select an arbitrator as provided below:

- A. The parties may agree to an arbitrator. If they cannot agree on selection of the arbitrator, they will make a joint request to the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator will be selected from the list by alternatively striking names, with the opportunity to go first decided by chance.
- B. The parties will submit briefs and documents to the arbitrator at least ten (10) business days before the hearing.
- C. The arbitrator will not be empowered to alter, amend, change, add to or subtract from any of the terms of this MOU. The decision of the arbitrator must be based solely upon the evidence and arguments presented by the parties to the arbitration. The decision will be final and binding upon the parties.
- D. The parties will share equally the cost of the arbitration. Each party will bear its own witness and/or attorney fees. If a court reporter is requested, the party requesting the reporter will bear that cost. Any party requesting a copy of the transcript will bear the costs thereof. Because of the impact of *Florio v. City of Ontario*, (05 CDOS 6192), in cases where the hearing arises directly from imposed or proposed discipline against the employee, DNSWMA will bear the entire cost of the arbitration, but parties will continue to bear their own attorney's fees and/or witness fees.

13.20 **Conduct of Hearing:** The employee may request either an open or closed hearing at his/her discretion. The technical rules of evidence will not apply, but oral testimony will be taken only on oath or affirmation. Any relevant evidence will be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of this evidence over objection in a civil action. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but will not be sufficient to support a finding unless it would be admissible over objection in a civil action under the California Evidence Code. The rules of privilege will be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence should be excluded.

- A. Each party will have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him. If the employee does not testify on his/her own behalf, he or she may be called and examined as if under cross-examination.
- B. DNSWMA will open the case and present evidence in support of the discipline proposed or imposed under Section 12.6. DNSWMA will have the burden of proving charges by a preponderance of the evidence.
- C. Relevant documents which are part of the employee's personnel file, and those constituting the disciplinary action being appealed and upon which the DNSWMA intends to rely in presenting its case, may be admitted as evidence in the hearing.
- D. The employee may present his/her case in person or through a representative of his/her choice.
- E. The hearing must be recorded verbatim by a court reporter, who will be compensated by the DNSWMA. The costs of any transcript ordered will be borne by the party ordering the transcript.
- F. The costs of the hearing officer will be borne by County.
- G. The decision of the hearing officer will be final and must be submitted within ten (10) business days. The arbitrator will issue a finding on each charge and specification

individually, and on the charges as a whole. The decision will be final and binding on the parties.

- 13.21 **Negotiated Settlement:** At any point in the proceedings the Personnel Officer and the employee and his/her representatives, if any, may negotiate, compromise, and/or settle any dispute concerning discipline. The employee should be granted a reasonable amount of time to have any proposed settlement reviewed by a representative of his/her choice before agreeing to and signing the settlement. Any negotiated settlement must be reduced to writing, and will become a permanent part of the employee's personnel file.
- 13.22 **Termination of a Grant or Temporary Extra-Help or Limited-Term Employee:** A grant or extra-help or limited-term temporary employee may be terminated at any time without right of appeal or hearing, except as otherwise may be provided by law. In case of termination the Appointing Authority must provide the employee written notice of the reason for termination.

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ARTICLE 14
LABOR-MANAGEMENT

In order to encourage open communications, harmonious relations, and constructive problem solving, the DNSWMA and Union agree to meet on an annual basis to discuss items of mutual concern. To this purpose, two representatives from the Union, one of whom shall be the Union President, and two representatives from the DNSWMA, one of whom shall be the Executive Director, will meet at a time and date set by mutual agreement. Agenda items may be submitted by either party and will be mutually agreed upon. In no case may formal grievances or negotiations proposals be on the agenda. The Labor-Management meeting is advisory and has no authority to add to, delete from, or to modify the current Memorandum of Understanding.

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ARTICLE 15
EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood that the specific provisions of this MOU shall prevail over DNSWMA practices and procedures to the extent permitted by California law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary on the part of the DNSWMA. Unless specifically waived in this MOU, DNSWMA specifically reserves its right to make decisions relating to the merits, necessity or organization of any service or activity as authorized in Government Code section 3504.

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ARTICLE 16
ARTICLE/SECTION REPLACEMENT PROVISION

If any provisions of this MOU are held to be contrary to the law by agreement of the parties or by a court of competent jurisdiction, those provisions will be deemed severed, except to the extent permitted by law, but all other provisions will remain in force and effect. If the event that any Article or Section of this MOU is held contrary to law, DNSWMA and the Union must meet and confer within thirty (30) days after the holding comes to the attention of the parties for the purpose of arriving at a mutually satisfactory and legally enforceable replacement for that Article or Section.

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ARTICLE 17
REOPENER

- 17.1 **Changes in Law.** DNSWMA may reopen negotiations whenever there is a change in the Public Employees' Pension Reform Act (PEPRA), the Affordable Healthcare Act (ACA) or any other applicable state or federal law that renders, or will render, provisions of this MOU invalid. The reopening of negotiations will be limited to the issue affected by the change in law.
- 17.2 **Health and Welfare Benefits.** The parties agree to meet and confer as soon as practicable on any substantive changes made to the Health and Welfare Benefits by the County that will directly affect DNSWMA employees.
- 17.3 **Mutual Consent.** Reopening of this agreement on any issue may also occur by mutual consent of both parties.

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ARTICLE 18
NEUTRALITY AGREEMENT

DNSWMA and the Union agree to abide by all applicable California Codes and regulations of PERB, with reference to employee organization. DNSWMA agrees that it will not threaten to impose or impose reprisals on any employees, discriminate or threaten to discriminate against any employees nor otherwise interfere with, restrain or coerce the right of any employee to select a recognized employee organization. DNSWMA will not attempt to dominate or interfere with the formation, selection, administration, or decertification of any employee organization nor contribute financial or any other support to any employee organization nor in any way encourage or attempt to influence employees to join any organization in preference to any other.

The Union agrees that it will not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against any employees, or otherwise interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the California Codes and Federal regulations.

Nothing in this agreement may be construed to limit the freedom of speech or association of any individual. The parties agree that if either party believes that the other has violated, is violating, or is about to violate this neutrality agreement, prior to filing with PERB, the aggrieved party must provide at least four (4) working hours notice of such belief to the administration or leadership of the other party. Neither party may file with PERB unless such notice has been given.

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**ARTICLE 19
UNION SECURITY**

19.1 Agency Shop:

A.) Condition of Employment

All workers in the unit who, as of the effective date of this Agreement, have authorized Union dues shall have such deduction continued.

As a condition of employment, all new workers who become covered by this contract on or after the effective date of the Agreement shall at the time of hire into a classification covered by this agreement elect to be either: (1) member, or (2) an agency fee payer.

As a condition of employment, all existing workers covered by this contract on or after the effective date of this Agreement shall elect to be either: (1) member, or (2) an agency fee payer.

The Employer shall deduct from workers' paychecks and transmit to the Union dues and agency fees at the various rates the Union shall, from time to time, specify. The Employer and the Union shall work cooperatively together to agree upon procedures to implement the agency fee system.

B.) Involuntary Deduction

If any worker fails to authorize one of the above deductions either within thirty (30) days from the time of entry into a classification covered by this bargaining unit, or if an existing worker, within thirty (30) days following the effective date of this Agreement, the Employer shall involuntarily deduct the agency fee from the worker's paychecks beginning with the pay period following entry into the unit, at the rate specified by the Union. The Union shall inform the Employer of any changes to that rate.

C.) Reinstatement

Upon the reinstatement of any worker, or upon the recalling of any worker from layoff status, the Employer will resume or initiate dues, or agency fee deduction, at the rate specified by the Union, for such worker in accordance with Section (b) of this Article.

19.2 Other Deductions:

The Employer shall make other deductions for insurance programs and COPE from paychecks of workers upon the request of SEIU Local 1021.

DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY

EMPLOYEE'S ASSOCIATION/
SEIU Local 1021

Tedd Ward, M.S.
Director

Rita Schmitt, Chapter President

Aaron Burton
Field Representative

Lisa Maldonado,
Regional Director

John Stead-Mendez
Executive Director

Approved and adopted this _____ day of _____, 2016 by the Del Norte Solid Waste
Management Authority Board of Commissioners.

Martha McClure, Chair
DNSWMA Board of Commissioners

ATTEST:

Katherine Brewer, Clerk of the Board

APPROVED AS TO FORM:

Martha Rice, Legal Counsel

ATTACHMENT A
LIST OF CLASSIFICATIONS COVERED BY THIS MOU

DRAFT

ATTACHMENT B
Health Care Plan Book

DRAFT

ATTACHMENT C
Health Care Premium Schedule

DRAFT

Resolution No. 2016-02

A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY ESTABLISHING BENEFITS FOR UNREPRESENTED POSITIONS OF ADMINISTRATIVE ASSISTANCE AND FACILITIES AND PROGRAMS COORDINATOR

WHEREAS, the California Government Code requires that the Governing Board shall fix, by resolution or ordinance, the compensation of all appointive officers and employees; and

WHEREAS, the Authority's bargaining has negotiated and approved a Memorandum of Understanding with SEIU Local 1021 that covers the period July 1, 2016 through June 30, 2019;

WHEREAS, the positions of Administrative Assistant and Facilities and Programs Coordinator are exempt positions not covered by the above-referenced Memorandum of Understanding and rather than attempt to negotiate another agreement between the Authority and the two employees filling the unrepresented positions, the parties have agreed that a "me too" resolution that will fulfill the intentions and expectation of both the employees and the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Del Norte Solid Waste Management Authority that the following benefits are hereby approved for the positions of Administrative Assistant and Facilities and Programs Coordinator.

1. **GENRALLY.** Benefits provided pursuant to this Resolution that are also provided to employees who are members of the DNSWMA Employees Union / SEIU Local 1021 are subject to the same procedural rules applicable to such benefits as outlined in the MOU.
2. **COMPENSATION.**
 - a. **Salary.** Salaries for the positions of Administrative Assistant and Facilities and Programs Coordinator are those which have been established by the Governing Board and are stated as bi-weekly amounts attached hereto as Exhibit A.
 - b. **COLA.** Salaries for the positions of Administrative Assistant and Facilities and Programs Coordinator shall be increased by the same cost of living increase which is granted to those employees who are members of the DNSWMA Employees Union / SEIU Local 1021.
 - c. **Steps and Longevity.** The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same step increases, longevity step increases, Y-rating, and out-of-class pay benefits as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.
3. **HEALTH AND WELFARE BENEFITS.**
 - a. **Insurance Plans.** The positions of Administrative Assistant and Facilities and Programs Coordinator are eligible to receive the same benefits on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 for the following insurance coverages so long as they are available to the bargaining unit members:

health plan, plan continuation benefits, dental plan, life insurance, ground-air-ambulance plans, and voluntary insurance plans.

- b. Retirement. The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same retirement benefits on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.
- c. Clothing and Footwear. The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same clothing and footwear benefits as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.
- d. Leaves. The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same Vacation, Sick Leave, Family Death Leave, Jury Duty, Military Leave, Family Medical Leave, and Administrative Leave on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.
- e. Travel, Training and Reimbursement. The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same travel, training and reimbursement benefits on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.
- f. Holidays. The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same designated holidays on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.

4. JOB PERFORMANCE.

- a. Evaluations, Probation, Grievances and Discipline. The positions of Administrative Assistant and Facilities and Programs Coordinator are subject to the Evaluation, Probation, Grievance, and Disciplinary Procedures on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.
- b. Layoff & Re-Employment. The positions of Administrative Assistant and Facilities and Programs Coordinator are entitled to the same Layoff and Re-Employment rights on the same terms as are provided to other employees under the Memorandum of Understanding with the DNSWMA Employees Association / SEIU Local 1021 so long as they are available to the bargaining unit members.

APPROVED AND ADOPTED by the Governing Board of the Del Norte Solid Waste Management Authority at a regular meeting thereof on the 21st day of June, 2016, by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Martha McClure, Chair of the Board

ATTEST:

Kathleen Brewer, Clerk of the Board

2008 - 2011 Secure Rural Schools Authorization
 Two-year extension
 Public Law 114-10
 Six Rivers National Forest
 Title II Project Submission Form
 USDA Forest Service

Name of Resource Advisory Committee: Del Norte
Project Number (Assigned by Designated Federal Official):
Funding Fiscal Year(s): FY 15/16 – FY 20/21

2. Project Name: Forest & River Cleanup Partnership	3a. State: California 3b. County(s): Del Norte
4. Project Submitted By: Del Norte Solid Waste Management Authority (Authority)	5. Date: June 15, 2016
6. Contact Phone Number: 707-465-1100	7. Contact E-mail: tedd@recycledelnorte.ca.gov

8. Project Location:	
a. National Forest(s): Six Rivers	b. Forest Service District: Gasquet Ranger District
c. Location (Township-Range-Section)	

<p>9. Project Goals and Objectives:</p> <ul style="list-style-type: none"> a. Assess and prioritize cleanup project sites on Del Norte County lands of the US Forest Service. b. Enhance regional capacity to assess and cleanup illegal dumpsites. c. Improve site security at the Gasquet Transfer Station to reduce associated litter. d. Remove abandoned and improperly disposed vehicles and debris from Six River National Forest lands and watercourses. e. Support river and forest cleanups initiated by non-profit groups. f. Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical. g. Document and forward evidence of illegal dumping to law enforcement for citation and prosecution

<p>10. Project Description:</p> <p>a. Brief: Create local capacity through hiring and training an illegal dumpsite abatement team, community partners and volunteers to identify and cleanup illegal dumpsites and abandoned vehicles from US Forest Service properties.</p> <p>b. Detailed:</p> <p>1. Assess illegal dumpsites and prioritize with Six Rivers National Forest Service staff in partnership with Del Norte County Code Enforcement and other community partners. Given the extent of illegal dumpsites in Six Rivers National Forest, Authority staff will engage USFS staff and the Authority Board in identifying, prioritizing and scheduling cleanup activities. Authority and USFS staff will establish a system to document additional sites for cleanup in the Gasquet Ranger</p>

District as they are identified during and after the grant term. Authority and USFS staff will also develop a form and checklist to help document and clarify the relative urgency for remediating each cleanup location as it is identified. Cleanup activities may include private properties only with USFS staff approval and only when the materials from such dumpsites have the potential to adversely impact adjacent USFS lands, watercourses, and properties.

2. Create ongoing local capacity to effectively combat illegal dumpsites. This project will enhance local capacity to identify, report and respond quickly to identified sites and assist with gathering evidence in a sustainable manner. This capacity will be expanded by competitively procuring and contracting one or more groups to provide labor for cleanups, training these groups, their staff and volunteers. Site assessment will include assessment of potential cultural resources through USFS, and identification of hazardous materials (if present) or potentially dangerous situations prior to initiating any cleanup activities. Note that sites with valuable cultural resources or a high likelihood of hazardous materials (such as a meth lab) will not be cleanup sites targeted by this project.

3. Improve site security at the Gasquet Transfer Station to reduce associated litter. The Authority leases the property of the Gasquet Transfer Station from the USFS. This property is regularly accessed and degraded by off-road-vehicles that drive around the existing gates and fences. An ongoing litter issue at this facility is associated with people who open the lids of the disposal containers to (illegally) dump trash when this facility is closed. With the lids left open, animals such as bears and raccoons will drag trash into the surrounding forest. Through additional rock and fencing placement, improving site security at this facility will inhibit similar litter issues in future.

4. Remove illegal dumpsites and abandoned vehicles and materials from US Forest Service lands and watercourses. Utilizing staff, contracted crews and volunteers, this project will remove debris, appliances, tires, mattresses, abandoned vehicles and other materials from illegal dumpsites on USFS property. The Authority intends to use its existing collection contractor, Recology Del Norte for container and disposal services, and the towing contractor for the Abandoned Vehicle Abatement Service Authority to remove abandoned vehicles. Materials will be disposed at the Del Norte County Transfer Station, which is operated by Hambro/WSG under a contract with the Authority. In addition, the Authority intends to procure a cleanup service contractor through a competitive process for additional labor associated with these cleanup activities. Some invasive vegetation may also be removed as part of cleanup efforts, depending on location and degree of infestation. Native vegetation will only be removed as needed to access discarded materials. Furthermore trees of over 6 inches in diameter will be removed only with USFS staff pre-approval. When feasible the collected materials will be recycled or recovered. Budget for this project includes resources for renting equipment (trailer, winch, cutting torches, equipment to safely access sites, etc.) and fuel as needed.

5. Support river and forest cleanups by non-profit groups. Grant resources will also be used to cover cleanup and disposal expenses for Smith River cleanups and cleanups of USFS lands as conducted by non-profit groups and volunteers or USFS staff. These cleanup activities will also be documented by before and after pictures to the extent practical.

6. Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical. Sites will be assessed for restoration needs and when feasible crews will conduct immediate mitigation (items such as shovel grading, filling of holes, etc). Long term site enhancements (replanting, trail work, etc) may be suggested to park staff, but are not part of this project. Where practical following cleanup, rocks or other materials may be placed to impede future dumping at sites.

7. Document and forward evidence of illegal dumping to law enforcement for citation and prosecution. County Code Enforcement will gather evidence to aid in prosecution of illegal dumpers, to the extent such evidence is found.

11. Types of Lands Involved?

State/Private/Other lands involved? Yes No, but maybe (see below)

Land Status:

If Yes, specify: No specific private properties are targeted for cleanup, though if a dumpsite straddles or potentially impacts adjacent USFS property or watercourses, some cleanups may include portions of private lands.

12. How does the proposed project meet purposes of the Legislation? (Check at least 1)

- Improves maintenance of existing infrastructure.
- Implements stewardship objectives that enhance forest ecosystems.
- Restores and improves land health.
- Restores water quality

13. Project Type

a. Check all that apply: (check at least 1)

<input type="checkbox"/> Road Maintenance	<input type="checkbox"/> Trail Maintenance
<input type="checkbox"/> Road Decommission/Obliteration	<input type="checkbox"/> Trail Obliteration
<input type="checkbox"/> Other Infrastructure Maintenance (specify):	
<input checked="" type="checkbox"/> Soil Productivity Improvement	<input checked="" type="checkbox"/> Forest Health Improvement
<input checked="" type="checkbox"/> Watershed Restoration & Maintenance	<input checked="" type="checkbox"/> Wildlife Habitat Restoration
<input checked="" type="checkbox"/> Fish Habitat Restoration	<input checked="" type="checkbox"/> Control of Noxious Weeds (minor)
<input type="checkbox"/> Reestablish Native Species	<input checked="" type="checkbox"/> Fuels Management/Fire Prevention (incidental)
<input type="checkbox"/> Implement CWPP Project	<input type="checkbox"/> Other Project Type (specify):

b. Primary Purpose (select only 1): Forest Health Improvement

14. Identify What the Project Will Accomplish

Miles of road maintained:
Miles of road decommissioned/obliterated:
Number of structures maintained/improved:
Acres of soil productivity improved:
Miles of stream/river restored/improved: To be determined (TBD)
Miles of fish habitat restored/improved: TBD
Acres of native species reestablished:
Acres of hazardous fuel treatment:
Miles of trail maintained:
Miles of trail obliterated:
Acres of forest health improved (including fuels reduction): TBD

Acres of rangeland improved:
Acres of wildlife habitat restored/improved: TBD
Acres of noxious weeds controlled: TBD
Timber volume generated (mbf):
Jobs generated in full time equivalents (FTE) to nearest tenth. Approximately 1 FTE will be generated over the duration of this project. As project activities may extend over 61 months, this will be approximately 0.2 FTE/year.
People reached (for environmental education projects/fire prevention): This will depend on how many groups and volunteers engage in cleanup activities, and attendance at Authority meetings where these issues will be discussed. Estimate: 100
Direct economic activity benefit: This project will employ Del Norte County residents in its activities and expand the capacity of existing agencies to deal with illegal dumpsites in remote locations. Clean and safe forests create benefits through enhanced recreational experiences for visitors, reduced fire hazards, improved water quality, improved habitat, and increased safety. When possible, equipment will be purchased from vendors in Del Norte County. Skills learned by participants will increase employability in the local job market.
Other: Removal of garbage, abandoned vehicles, plastics and other unnatural materials from National Forest land. Create capacity to monitor, restore and monitor dumpsites to measure success. Work with law enforcement to aid in prosecution of dumpers by collecting, documenting and forwarding evidence. Educate policy makers on the extent of the issue and work to create dialogue on long-term solutions.

15. Estimated Project Start Date: July 1, 2016

16. Estimated Project Completion Date: June 30, 2021

17. List known partnerships or collaborative opportunities. The project team will be led by the Del Norte Solid Waste Management Authority. Team members will include Six Rivers National Park staff, Del Norte County Code Enforcement, the Del Norte County Abandoned Vehicle Service Authority, the hired cleanup contractor(s), and local non-profits working on forest, river and fisheries protection and enhancement. Additional potential partners include the Del Norte Fire Safe Council, Del Norte Search and Rescue, the Del Norte County Sheriff's Dive Team, the Smith River Alliance, and off-road vehicle groups engaged in cleanup activities.

18. Identify benefits to communities.

- Improve ecosystems and habitat
- Reduce threats to water quality
- Build long-term relationships between agencies and citizens
- Increase community awareness of issues and concerns related to illegal dumping
- Local employment opportunities
- Rewarding and challenging volunteer and job skills
- Reduce fire danger
- Enhance natural beauty of area, supporting better tourism experiences and increased visitation

19. How does the project benefit federal lands/resources?

- Improve ecosystems and habitat
- Reduce threats to water quality
- Reduce fire danger
- Enhance natural beauty of area, supporting better tourism experiences and increased visitation

20. What is the Proposed Method(s) of Accomplishment? (check at least 1)	
<input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Federal Workforce
<input checked="" type="checkbox"/> County Workforce	<input checked="" type="checkbox"/> Volunteers
<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Agreement
<input type="checkbox"/> Americorps	<input checked="" type="checkbox"/> YCC/CCC Crews
<input type="checkbox"/> Job Corps	<input type="checkbox"/> Stewardship Contract
<input type="checkbox"/> Merchantable Timber Pilot	<input type="checkbox"/> Other (specify): tbd

21. Will the Project Generate Merchantable Timber? Yes No

22. Anticipated Project Costs
a. Title II Funds Requested: \$32,295
b. Is this a multi-year funding request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

23. Identify Source(s) of Other Funding:
 We are matching this request for funds by contributing staff time and overhead in the amount of: \$4,600

- 24. Monitoring Plan (provide as attachment)**
- a. **Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.**
 Quantitative data will be gathered on the number of cleanups, tons collected, types of materials collected, pounds recycled, number of staff hours used in implementing the project, number of volunteer hours. The report on each cleanup site will include before and after photographs.
 - b. **Identify who will conduct the monitoring:** Del Norte Solid Waste Management Authority staff will conduct the monitoring and reporting.
 - c. **Identify total funding needed to carry out specified monitoring tasks** \$1,000.

25. Identify remedies for failure to comply with the terms of the agreement.
 If project cannot be completed under the terms of this agreement:
 Unused funds will be returned to the RAC account.
 Other, please explain:

Project Recommended By:

 Chairperson
 Resource Advisory Committee

Project Approved By:

 Forest Supervisor
 Six Rivers National Forest

Project Cost Analysis Worksheet

Worksheet 1

Please submit this worksheet with your proposal

Item	Column A Fed. Agency Appropriated Contribution	Column B Requested Title II Contribution	Column C Other Contributions	Column D Total Available Funds
a. Field Work & Site Surveys		\$1,000		\$1,000
b. NEPA/CEQA				
c. ESA Consultation				
d. Permit Acquisition				
e. Project Design & Engineering			\$500	\$500
f. Contract/Grant Preparation			\$500	\$250
g. Contract/Grant Administration			\$500	\$250
h. Contract/Grant Cost		\$8,400	\$3,600	\$12,000
i. Salaries		\$5,000		\$5,000
j. Materials & Supplies		\$2,395		\$2,395
k. Monitoring		\$1,000		\$1,000
l. Other				\$14,500
1. Equipment		\$0		
2. Hauling / Towing / Disposal under existing contracts		\$12,000		
3. Equipment Rental		\$2,500		
m. Project Sub-Total		\$32,295	\$4,600	\$36,895
n. FS Indirect Costs				
Total Cost Estimate		\$32,295	\$4,600	\$36,895

NOTES :

Col. A: FS costs incurred as part of proposal implementation. Coordinate with FS to identify any FS cost for items in Col. A.

Col. B: Title II funding requested to implement the proposal.

Col. C: Matching funds being contributed by proponent or third parties.

Col. D: Sum of columns A, B, and C for each individual row.

Row A: Costs associated with project planning, not project implementation, such as assessment of miles of trail needing maintenance. Assessments and planning needed to develop a specific proposal. For Col. B: proponents must request permission in advance to request Title II funds to complete NEPA/CEQA analyses, as this is expected to be completed prior to proposal submission.

Rows B, C, D, and E: cost associated with environmental compliance and project design. Proponents must request permission in advance to request Title II funds to complete NEPA/CEQA analyses, as this is expected to be completed prior to proposal submission.

Row G: Costs associated with preparation of contract or agreement instruments used to implement the proposal. Contracts used to complete projects have special provisions; contact the FS to identify these early in the process.

Row G: Costs associated with administration of contract or agreement instruments used to implement the proposal.

Row H: Estimated value of any contracts/agreements used to implement proposal. Contracts/agreements used to complete projects have special provisions; contact the FS to identify these early in the process.

Row I: Cost of salaries to implement project

Row L: Examples include overhead charges from other partners, vehicles, equipment rentals, travel, etc.

Row K: Costs associated with performing monitoring described in Items 24a, 24b, and 24c. Amounts should be similar between Item 24 and Row K.

Row N: Forest Service indirect costs, including contracting/grant officer costs if needed.

NCRMDZ (Interim) Zone Management Team | MINUTES

June 9, 2016 | 2:00 PM | Del Norte County Economic Development Office, Crescent City

Meeting called by Jill Duffy, HWMA

Type of meeting Planning

Attendees

Tedd Ward, Del Norte Solid Waste Authority
Nicole Morrow, Humboldt County Economic Development Division

Jessica Mercado, Del Norte County Economic Development Commission

AGENDA TOPICS

1. NCRMDZ Re-designation application submitted to CalRecycle.

Completed.

2. Status of transferring NCRMDZ into Humboldt County Econ. Development Division.

Nicole reported that the County/County CAO is looking to secure a consultant to assist in shaping the County's Economic Development Division. There remains a willingness to return transfer of the NCRMDZ to the County they just don't have the support capacity at this juncture.

HWMA will proceed with an agreement for RMDZ services with Maureen Hart.

3. Status of CalRecycle FY 2015/16, 16/17, 17/18 grant application for Zone Works and Zone Incentive Funds

Application submitted. Need to determine status for finalizing RMDZ service agreement with M. Hart.

4. Process to re-initiate Zone Management Team appointees.

The Market Development Plan was adopted in 2001/02 and needs updating. Some proposed revision points were discussed, primarily as it relates to the coordination and outreach components of the NCRMDZ, and how to do so in the most efficient manner given the limited funds and resources. Attendees will schedule a meeting for July to continue this discussion with M. Hart.

The Interim ZMT discussed various approaches to effectively and efficiently ensure outreach and promotion of the NCRMDZ services and technical assistance. Discussions included using existing economic development forums so RMDZ presentations could be made, as well as an informational brochure that could be distributed to jurisdiction's Community Development and economic development entities.

Until the HWMA and DNSWMA Boards are able to recruit and appoint members to the Zone Management Team, this working group will serve as the Interim ZMT. Immediate tasks include:

- Draft an updated Market Development Plan for consideration by HWMA & DNSWMA boards consideration.*
- Develop staff reports for both HWMA/DNSWMA board July meetings that provide an update of the NCRMDZ, direct solicitation to City Managers for either elected or staff representatives to be considered for ZMT appointment and return recommendations to the respective Boards for action (anticipated early Fall 2016). Appointments are proposed to be consistent with existing Market Development Plan, that DNSWMA appoints one representatives, as does the Del Norte economic Development Corporation, HWMA appoints two representatives. Members may be either elected officials of participating jurisdictions or jurisdictional staff. Once appointed, the ZMT will solicit and appoint one (1) public member.*
- Tedd volunteered to develop an organization relationship chart based on the above discussions.*

5. Review Draft Agreement for Services with Maureen Hart.

Group briefly reviewed HWMA's draft agreement for services, and there will be a couple modifications to reflect the discussions above. Of interest is holding at least one meeting in Del Norte annually, and Jessica indicated that there was a possibility that SBDC funds could be used if Maureen was providing direct consulting assistance with Del Norte businesses.

6. Tentatively schedule next meeting

The group suggested a meeting the 3rd week of July, and would like M. Hart to attend.

RESOLUTION 2016-010

A RESOLUTION OF THE COUNTY OF DEL NORTE SUPPORTING THE RENEWAL OF NORTH COAST RECYCLING MARKET DEVELOPMENT ZONE REDESIGNATION

WHEREAS, California Public Resources Code Section 42010, et al, provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a mandatory 50% reduction in landfill waste disposal by 2000 as mandated by CalRecycle, with a goal of meeting a 75% reduction by 2025; and

WHEREAS, Humboldt Recycling Market Development Zone was established by the Humboldt County Board of Supervisors in 1992 and included the designated areas of Humboldt County and the cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad; and

WHEREAS, in 2002 the Humboldt Board of Supervisors designated the Humboldt Waste Management Authority as the Zone Administrator for the Humboldt County RMDZ; and

WHEREAS, in 2003 the Humboldt RMDZ was expanded to include Del Norte County and the City of Crescent City, and re-named the **North Coast Recycling Market Development Zone** (North Coast RMDZ); and

WHEREAS, California Public Resources Code Section 42011 requires the appropriate legislative bodies designate the RMDZ every 10 years; and

WHEREAS, the **North Coast RMDZ** is dedicated to establish, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the County of Del Norte desires existing and new recycling-based manufacturing businesses located within the **North Coast RMDZ** to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the renewal of the **North Coast RMDZ** as a RMDZ is still necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

WHEREAS, the California Legislature has defined environmental justice as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies” [Government Code section 65040.12 (e)], and has directed the California Environmental Protection Agency to conduct its programs, policies and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of all races, cultures and income levels, including minority populations and low-income populations of the state [Public Resource Code section 7110(a)]; and

WHEREAS, the County of Del Norte have agreed to submit an application to CalRecycle requesting renewal as a RMDZ; and

WHEREAS, the County of Humboldt has agreed to act as Lead Agency for the proposed renewal of the RMDZ;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Humboldt has determined that this re-designation is exempt from CEQA; and

WHEREAS, the County of Del Norte finds there are no grounds for the County of Del Norte to assume the Lead Agency role or to prepare an environmental document.

NOW, THEREFORE, BE IT RESOLVED that the County of Del Norte hereby approves the renewal of **North Coast RMDZ** and directs the Chairman of the Board of Supervisors of the County of Humboldt, or is/her designee, to submit an application to CalRecycle requesting renewal of **North Coast RMDZ** as an RMDZ which includes Del Norte County.

BE IT FURTHER RESOLVED that the County of Humboldt will continue to administer the **North Coast RMDZ** program, and in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes including by not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

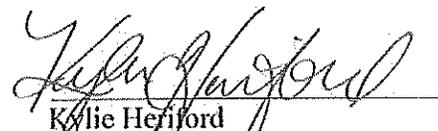
PASSED, APPROVED AND ADOPTED on this 12th day of April 2016 on the following vote:

AYES: Supervisor Gitlin, Finigan, Hemmingsen, McClure, Howard

NOES: None

ABSENT: None


Gerry Hemmingsen, Chair
Board of Supervisors
Del Norte County, California


Kylie Herford
Clerk of the Board
Del Norte County, California

RESOLUTION NO. 2016-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY SUPPORTING
THE RENEWAL OF NORTH COST RECYCLING MARKET DEVELOPMENT ZONE
REDESIGNATION**

WHEREAS, California Public Resources Code Section 42010, et al, provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a mandatory 50% reduction in landfill waste disposal by 2000 as mandated by CalRecycle, with a goal of meeting a 75% reduction by 2025; and

WHEREAS, Humboldt Recycling Market Development Zone was established by the Humboldt County Board of Supervisors in 1992 and included the designated areas of Humboldt County and the cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad; and

WHEREAS, in 2002 the Humboldt Board of Supervisors designated the Humboldt Waste Management Authority as the Zone Administrator for the Humboldt County RMDZ; and

WHEREAS, in 2003 the Humboldt RMDZ was expanded to include Del Norte County and the City of Crescent City, and re-named the **North Coast Recycling Market Development Zone** (North Coast RMDZ); and

WHEREAS, California Public Resources Code Section 42011 requires the appropriate legislative bodies designate the RMDZ every 10 years; and

WHEREAS, the **North Coast RMDZ** is dedicated to establish, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the City of Crescent City desires existing and new recycling-based manufacturing businesses located within the **North Coast RMDZ** to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the renewal of the **North Coast RMDZ** as a RMDZ is still necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

WHEREAS, the California Legislature has defined environmental justice as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies” [Government Code section 65040.12 (e)], and has directed the California Environmental Protection Agency to conduct its programs, policies and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of all races, cultures and income levels, including minority populations and low-income populations of the state [Public Resource Code section 7110(a)]; and

WHEREAS, the County of Humboldt and the cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, and the County of Del Norte and the City of Crescent City have agreed to submit an application to CalRecycle requesting renewal as a RMDZ; and

WHEREAS, the County of Humboldt has agreed to act as Lead Agency for the proposed renewal of the RMDZ;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the County of Humboldt has determined that this redesignation is exempt from CEQA; and

WHEREAS, the City of Crescent City finds there are no grounds for the City of Crescent City to assume the Lead Agency role or to prepare an environmental document.

NOW, THEREFORE, BE IT RESOLVED that the City of Crescent City hereby approves the renewal of **North Coast RMDZ** and directs the Chairman of the Board of Supervisors of the County of Humboldt, or his/her designee, to submit an application to CalRecycle requesting renewal of **North Coast RMDZ** as an RMDZ which includes Humboldt County, the cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad and Del Norte County and the city of Crescent City.

BE IT FURTHER RESOLVED that the County of Humboldt will continue to administer the **North Coast RMDZ** program, and in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes including by not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 21st day of March, 2016, by the following polled vote:

AYES: Council Member Holley, Council Member Murray, Council Member Murray, Pro Tem Inscore, Mayor Gastineau

NOES: None

ABSTAIN: None

ABSENT: None



Ron Gastineau, Mayor

ATTEST:


Kymmie Scott, City Clerk

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FIRST AMENDED JOINT POWERS AGREEMENT FOR DEL NORTE COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY JULY 2016

1. **PARTIES:** The parties to this Agreement are the County of Del Norte and those Cities within the County that have elected to create and participate in the Del Norte County Abandoned Vehicle Abatement Service Authority as provided within.
2. **PURPOSE AND AUTHORITY:** The purpose of the Agreement is to continue the established Service Authority for abatement of abandoned vehicles in Del Norte County pursuant to Section 22710 of the California Vehicle Code (CVC).
3. **CREATION:**
 - 3.1 Distinct Legal Entity. Upon the effective date of this Agreement, there is hereby continued the Del Norte County Abandoned Vehicle Abatement Service Authority ("DNC AVA SERVICE AUTHORITY") as a separate public entity, and distinct from the member jurisdictions, to implement this agreement in accordance with CVC Section 22710.
 - 3.2 Office. The DNC AVA SERVICE AUTHORITY shall have its office situate at the Del Norte Solid Waste Management Authority ("DNSWMA"), 1700 State Street, Crescent City, California. The location of its principal office may be set from time to time by resolution of the governing board.
 - 3.3 Liability. It is the intent of the parties, in entering this Agreement, that City and County shall not incur any increased monetary liability over that which it had prior to the effective date of this Agreement relating to the powers duties transferred in this Agreement to DNC AVA SERVICE AUTHORITY, including, but not limited to, such duties that related to the abatement of abandoned vehicles. To any extent that this agreement imputes such liability, the Agreement shall, to that extent, be void and have no operation or effect. The entry into this Agreement shall not impute any liability to the parties for any prior acts by the other party, its residents, businesses, agents or employees.
 - 3.4 Contributions. In creating DNC AVA SERVICE AUTHORITY as a separate entity, neither the City of Crescent City nor the County of Del Norte shall have any increased obligation to make any contributions, including any funds or staff (except the two appointed commissioners), to assist it in carrying out its functions; however, the charter members may, in the sole an absolute discretion of each, contribute such funds as their respective legislative bodies deem appropriate and expedient in their budgetary processes. The funds shall be placed in a special fund for the sole purpose of assisting the DNC AVA SERVICE AUTHORITY's functions and shall not be subject to the general obligations of either entity.

Since the contributions to the fund will be derived from vehicle registrations covering two distinct governmental jurisdictions, the parties agree to share the use of the funds between the two



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entities being served by the DNC AVA SERVICE AUTHORITY in accordance with section 7.9 of this agreement.

- 3.5 Debts. None of the debts, liabilities or obligations of DNC AVA SERVICE AUTHORITY shall be the debts, liabilities or obligations of any of the Members unless assumed in each particular case by resolution of the governing body of the Member to be charged.
- 3.6 Accountability. DNC AVA SERVICE AUTHORITY shall be held strictly accountable for all funds and shall make an annual report to all Parties to this Agreement of all receipts and disbursements, all according to Section 6505 of the Government Code and other applicable statutes, using established accounting practices.
- 3.7 Boundaries. The jurisdiction of DNC AVA SERVICE AUTHORITY shall encompass all the incorporated and unincorporated territory within the geographical boundaries of the County of Del Norte, State of California.
- 3.8 State Participation Goals. The DNC AVA SERVICE AUTHORITY shall follow the mandate of Government Code Section 6522 relating to minority, women and disabled veteran participation goals.
- 3.9 Claims. All claims and actions for money or damages against DNC AVA SERVICE AUTHORITY and its officers and employees are governed by Division 3.6 (commencing with section 810) of Title I of the Government Code of the State of California. The DNC AVA SERVICE AUTHORITY shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said code.
- 3.10 Interests in Contracts. The provisions of Article 4 (commencing with section 1090), Article 4.5 (commencing with §1100) and Article 4.6 (commencing with §1120), Chapter 1, Division 4, Title 1, of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of DNC AVA SERVICE AUTHORITY.
- 3.11 Enforcement. DNSWMA is hereby authorized to take any or all legal actions necessary and permitted to enforce this Agreement.
- 3.12 Immunity. All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.
- 3.13 Fiscal year. The fiscal year of DNC AVA SERVICE AUTHORITY shall be from July 1 of each year to June 30 of the subsequent year. Subsequent fiscal years of the DNC AVA SERVICE AUTHORITY shall end on June 30th of each successive year.

3.14 Budget. The governing board shall adopt an annual budget not later than the beginning of each fiscal year.

4. COMPOSITION OF THE COMMISSION:

4.1 Voting Commissioners. DNC AVA SERVICE AUTHORITY shall be administered by a governing board composed of the same five commissioners as sit as Commissioners of the Del Norte Solid Waste Management Authority.

4.2 Appointment. The commissioner appointed by the creating Parties shall take office immediately upon execution of their appointment.

4.3 Conflicts of Interest. No person while serving as a Commissioner, voting or nonvoting, shall be eligible to be appointed to any salaried office or employment of DNC AVA SERVICE AUTHORITY, nor shall become eligible for such appointment within one year after he/she has ceased to be a member of the governing board.

5. ORGANIZATION OF THE COMMISSION:

5.1 Officers. The governing board shall elect a chairman, a vice chairman, and such other officers as the Commission shall find appropriate, to serve the Commission for a term of one year unless sooner terminated at the pleasure of the governing board, and their non-statutory duties shall be as provided in the bylaws or from time to time set by resolution of DNC AVA SERVICE AUTHORITY.

5.2 Treasurer. The Del Norte County Treasurer is designated to be the depository and have custody of all the money of the DNC AVA SERVICE AUTHORITY and shall have the duties and responsibilities set forth in government Code section 6505.5.

5.3 Bonding. From time to time, the governing board shall designate the public officers or persons, in addition to the Treasurer/Controller, having charge of handling or having access to any property of the DNC AVA SERVICE AUTHORITY, and the respective amount of the official bonds of such persons.

6. MEETINGS:

6.1 Brown Act. The Commission shall provide for regular meetings and special meetings according to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5, of the Government Code beginning with Section 54950, or according to such other regulations as the legislature may hereafter provide.

6.2 Quorum. Three members of the governing board shall constitute a quorum for the transaction of business; provided that any affirmative vote shall require the presence of at least one commissioner appointed by each of the Charter Members, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all Parties hereto and ratified by each Party's legislative body.

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- 6.3 Rules. The governing board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.
- 6.4 Regular meetings. The governing board shall, in its bylaws, provide for the frequency of its regular meetings.
- 6.5 Frequency of Meetings. The DNC AVA SERVICE AUTHORITY and the Board of Directors shall meet at least quarterly to carry out the purpose and duties of the DNC AVA SERVICE AUTHORITY. No meeting shall be conducted with less than a majority of all participating members, which represents a quorum, and any votes of the DNC AVA SERVICE AUTHORITY will be by a majority of that quorum.

7. POWERS AND DUTIES:

- 7.1 Contracts and Acts. Pursuant to Section 22710 (b) CVC, DNC AVA SERVICE AUTHORITY may contract and may undertake any act convenient or necessary to carry out any law relating to DNC AVA SERVICE AUTHORITY, including acts necessary to ensure that the vehicle registration fee authorized by Section 9250.7 CVC is used in accordance with the requirements of Section 22710 CVC.
- 7.2 Duties. The duties of the Commissioners include, but are not limited to, preparing and recommending to the County Board of Supervisors and City Council action on the Abandoned Vehicle Abatement Program, prepare and submit a Service Plan to the State, conduct and report the results of any survey, study or analysis, manage the financial affairs of the DNC AVA SERVICE AUTHORITY, modify and/or approve quarterly and annual reports to the State and disburse funds.
- 7.3 Ordinances. Each member jurisdiction of the DNC AVA SERVICE AUTHORITY shall certify that their local ordinances comply with CVC Sections 22660 and 22661 for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private or public property. Additionally, local ordinances shall include a system for the recovery of expended funds pursuant to Section 25845 or 83773.5 of the Government Code.
- 7.4 Program and Plan. Pursuant to CVC Section 22710(d), the DNC AVA SERVICE AUTHORITY shall implement an Abandoned Vehicle Abatement Program and Plan following approval of the Program and Plan by the County of Del Norte and a majority of the Cities having a majority of the incorporated population. The program and plan shall be consistent with guidelines prepared by the California Highway Patrol.
- 7.5 Restriction. The manner of exercising powers granted the DNC AVA SERVICE AUTHORITY by this Agreement shall be subject to the same restrictions as are imposed upon the County of Del Norte in its exercise of similar powers.
- 7.6 Fee. Pursuant to Section 9250.7 CVC, the DNC AVA SERVICE AUTHORITY hereby continues the imposition of an annual service fee of one dollar (\$1.00) on vehicles registered to an owner with an address in Del Norte County, including the incorporated Cities, provided the Abandoned Vehicle Abatement Program and Plan, referred to in Section 7.4, above, is approved by the County

and a majority of Cities having a majority of the incorporated population in substantial compliance with Section 22710 (d) CVC.

- 7.7 Staff. Pursuant to Section 22710 (c) CVC, the DNC AVA SERVICE AUTHORITY shall be staffed by currently employed City and County representatives from the participating DNC AVA SERVICE AUTHORITY members. The County Community Development Department shall receive and process all claims for vehicles abated under the terms of this agreement, and forward said claims to the Auditor for payment in accordance with this agreement.
- 7.8 Audit. There shall be strict accountability of all Authority funds. The County Auditor shall be the auditor for the DNC AVA SERVICE AUTHORITY. The Auditor shall report all receipts and disbursements to the DNC AVA SERVICE AUTHORITY, and make or contract to make, an annual audit of the DNC AVA SERVICE AUTHORITY pursuant to the requirements of Government Code Section 6505.
- 7.9 Funds. The Funds received by the DNC AVA SERVICE AUTHORITY from the one dollar (\$1.00) registration fee shall be used in accordance with CVC Section 22710(c)(2) and distributed to the Cities and the County for their use in accordance with CVC Section 22710(c)(2). The funds will be disbursed quarterly, as received by the Service Authority, based upon claims submitted by or for each jurisdiction. The allotment to each participating agency shall be that percentage of the total funds collected by the Service Authority that is equal to the percentage of vehicles abated by the participating agency of the total number of abandoned vehicles abated by all agencies who are members of the Service Authority. To equalize the distribution of funds, claims shall be approved on a rotational basis; thus, funds shall be used to reimburse the county for one vehicle abatement, and then the next use of funds shall be to reimburse the city for one vehicle abatement. When one jurisdiction has been reimbursed for the abatement of all vehicles within its jurisdiction for the quarter, then the other entity shall be entitled to reimbursement of its remaining claims. Claims carried over by a jurisdiction from a prior quarter shall have no priority, and shall be subject to rotation. At the end of each fiscal year, the money received by the service authority pursuant to Section 9250.7 and Vehicle Code Section 22710 that are unexpended in a fiscal year may be carried forward by the service authority for the abandoned vehicle abatement program in the following fiscal year in accordance with Vehicle Code Section 22710 (c) (2) B. In the event additional cities join the Service Authority Joint Powers Agency, they will be included in the rotation under the same terms and conditions. In no event shall any party be entitled to reimbursement from the fund of more than the amount of its actual expenses as limited by Paragraph 7.10.
- 7.10 Authority Costs. The DNC AVA SERVICE AUTHORITY will contract, via this Agreement, with each individual member, and may undertake actions that are required by law relating to the performance of duties in the removal of abandoned vehicles from public and private property and public roadways and the cost associated with these duties. Any costs incurred in the operation of the DNC AVA SERVICE AUTHORITY must be approved by a simple majority vote of the Commissioners. The DNC AVA SERVICE AUTHORITY shall not use the funds to pay the salary of any person employed by the City or the County, except as hereinafter set forth. It is the intention of the parties to use the funds to pay third parties for the hauling and disposal of the vehicles and not for staff time in enforcing the ordinances. Nothing contained in this section shall limit the AVA participants from individually recovering costs, pursuant to Government Code section 25845 or

38773.5, of staff time, calculated at an hourly rate as established by each participant, expended and reasonably related to abandoned vehicle abatement, consistent with each participating jurisdiction's approved and adopted program and/or plan, including but not limited to costs associated with investigation, site inspection and monitoring, necessary reports, telephone contacts, correspondence and meeting with affected parties.

The DNC AVA SERVICE AUTHORITY shall pay no costs for the abatement of vehicles which have been abated by the vehicle owner or property owner on a voluntary basis.

- 7.11 Termination by Members. Subject to CVC Section 22710, this Agreement may be terminated by member jurisdictions as follows:
- A. A member jurisdiction may terminate its participation in this Agreement and the DNC AVA SERVICE AUTHORITY immediately by providing written notice to the County any time before the Abandoned Vehicle Abatement Program and Plan is approved pursuant to CVC Section 22710(d) by the Department of California Highway Patrol. Notice to the County shall be delivered to the Del Norte County Code Enforcement Office, 981 "H" Street - Suite 110, Crescent City, California 95531. Notice to the City shall be to City Manager, 377 "J" Street, Crescent City, California 95531.
 - B. Notice of termination by one party shall act to dissolve the DNC AVA SERVICE AUTHORITY when the funds the DNC AVA SERVICE AUTHORITY has received are depleted.
- 7.12 Automatic Termination. The DNC AVA SERVICE AUTHORITY shall cease to exist on the date the DNC AVA SERVICE AUTHORITY ceases to receive revenue, pursuant to CVC Section 9250.7, and those funds have been expended.
- 7.13 New Members. A jurisdiction may choose to enter into the DNC AVA SERVICE AUTHORITY by giving a Notice of Submission, which is to be in resolution form, and approved by a majority vote of that jurisdiction's governing Council or Board. This resolution is to be received no later than April 1st by the DNC AVA SERVICE AUTHORITY. Upon approval from the California Highway Patrol, distribution of funds to the new jurisdiction will be in accordance with rules previously approved in this agreement. Distribution will take place in the first quarter of the new fiscal year.
8. **COUNTERPARTS:** This Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement.
9. **EFFECTIVE DATE:** This Agreement becomes effective upon its approval by the County Board of Supervisors by two-thirds vote, and the approval by a majority of the cities having a majority of the incorporated population within the County.
10. **SEVERABILITY:** It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year set forth by their signatures at Crescent City, California.

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COUNTY OF DEL NORTE

By: Gerry Hemmingsen, Chair
Board of Supervisors

Date: _____

ATTEST:

Kylie Hereford, Clerk

APPROVED AS TO FORM:

Elizabeth Cable, County Counsel

CITY OF CRESCENT CITY

By: Ron Gastineau, Mayor

Date: _____

ATTEST:

Kymmie Scott, City Clerk

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

**DEL NORTE COUNTY ABANDONED VEHICLE
SERVICE AUTHORITY PLAN
2016**

I. SERVICE AUTHORITY:

Section 22710 of the California Vehicle Code provides for the establishment of a Service Authority for the abatement of abandoned vehicles. The parties to the Joint Powers Agreement (JPA) creating the Service Authority are the County of Del Norte and those Cities within the County that have elected to create and participate in the Del Norte County Abandoned Vehicle Abatement (AVA) Service Authority as provided herein.

II. PURPOSE:

The purpose of the JPA is to establish a Service Authority for the abatement of abandoned vehicles in Del Norte County pursuant to Section 22710 of the California Vehicle Code (CVC).

III. RESOLUTIONS:

Copies of each participating City's and the County's resolutions providing for the establishment of the DNC AVA SERVICE AUTHORITY including imposition of the one dollar (\$1.00) registration fee, pursuant to the requirements of Sections 22710(a) and 9250.7(a) of the California Vehicle Code (CVC) are on file with the AVA Service Authority, the California Highway Patrol, and the State Controller's Office.

IV. ESTIMATE OF THE NUMBER OF ABANDONED VEHICLES:

As required by CVC Section 22710(d)(2), it is estimated that there are in excess of 130 abandoned vehicles located throughout Del Norte County. These figures are based on last year's abandoned vehicle figures provided by all AVA participants.

V. ORDINANCE:

Each of the participating agencies have in place ordinances establishing procedures for the abatement, removal, and disposal as public nuisances, abandoned, wrecked, dismantled or inoperative vehicles or parts thereof from private or public property, including highways, in accordance with the requirements of Section 22660 and 22661 of the Vehicle Code. This includes ordinances developed for recovery of costs pursuant to Section 25845 or 38773.5 of the Government Code (*codified at Del Norte County Code Chapter 7.28 and Crescent City Municipal Code Chapter 10.56*).

These ordinances are on file with the AVA Service Authority, the California Highway Patrol, and the State Controller's Office.

VI. DISPOSAL AND ENFORCEMENT STRATEGY:

Each of the participating agencies have in place abandoned vehicle abatement processing formats or Standard Operating Procedures for the enforcement of CVC Section 22523(a) and (b). Statutory authority for removal of abandoned vehicles is CVC Section 22669, as well as local ordinances adopted for the removal and disposal as public nuisances of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof from private or public property.

In accordance with CVC Section 22851.3, each member will maintain a contractual agreement with a licensed auto dismantler and/or qualified tow company for the removal and disposal of abandoned vehicles and may employ such contractors for the abatement, removal and disposal as public nuisances of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof from private or public property. Abated vehicles or parts thereof shall be disposed of by removal to a dismantler or to a scrapyard for processing as scrap unless the vehicle qualifies for restoration pursuant to CVC Section 5004.

VII. COST RECOVERY STRATEGY:

- A. **GENERAL.** Participating agencies shall utilize the provisions of CVC Section 22523 to effect partial recovery of costs incurred in removal of an abandoned vehicle. Additionally, authority members have enacted ordinances relative to recovery in accordance with Section 25845 or 38773.5 of the Government Code.
- B. **FUNDING SYSTEM.** It is the intent of the AVA participants to recover the cost of abandoned vehicle abatement activities from the DNC AVA SERVICE AUTHORITY.
- C. **COST RECOVERY.** It is the intention of the parties that each AVA participant shall absorb the costs, fees, salaries and expenses associated with the functions of the AVA except for those costs and expenses paid to third parties associated with the towing and disposal of the vehicles to be abated; however, if, at the end of each fiscal year, there are funds remaining after paying the costs of hauling and disposing of vehicles, the parties may be reimbursed for monies expended and reasonably related to successful abandoned vehicle abatement, including but not limited to costs associated with investigation, site inspection and monitoring, necessary reports, telephone contacts, correspondence and meeting with affected parties. A "successful abandoned vehicle abatement" is one which results in the removal of an abandoned vehicle to a storage facility or licensed dismantler. Payment of these costs shall also be done on a rotational basis as set forth in Section VII, B. 4. Nothing contained in this paragraph shall limit the AVA participants from individually recovering costs, pursuant to Government Code section 25845 or 38773.5, of staff time, calculated at an hourly rate as established by each participant, expended and reasonably related to abandoned vehicle abatement, consistent with each participating jurisdiction's approved and adopted program and/or plan, including but not limited to costs associated with investigation, site inspection and monitoring, necessary reports, telephone contacts, correspondence and meeting with affected parties.
- D. **COST ACCOUNTING AND RECOVERY.** Each AVA participant will maintain records of costs incurred in the AVA Program and/or Plan and shall attempt recovery of those costs.
- E. **AUDIT.** There shall be strict accountability of all Authority funds. The Del Norte County Auditor/Controller shall be the auditor for DNC AVA SERVICE AUTHORITY. The auditor shall place the funds in a special fund, with interest accruing to the special fund, and the funds shall not be used for the general obligations of any of the AVA participants. The auditor shall report all receipts and disbursements to the DNC AVA SERVICE AUTHORITY,

and make or contract to make a quarterly audit of the DNC AVA SERVICE AUTHORITY pursuant to the requirements set forth in the guidelines for such Authority.

- F. STATUS REPORTS. Participating members must file Quarterly Status Reports with the DNC AVA SERVICE AUTHORITY on the State-approved form which is attached hereto as Exhibit A, as it is from time to time amended. A member's failure to file the Quarterly Status Report disqualifies that member to receive funding for that quarter. The Quarterly Status Report shall include Personnel costs, in spite of the intention of the parties that those costs will not be reimbursed.
- G. DISBURSEMENT OF FUNDS. The funds received by the AVA Service Authority from the One Dollar (\$1.00) registration fee as specified under CVC Section 9250.7 (a)(1) shall be distributed to the cities and the County for their use in accordance with CVC Section 22710(c)(2) and with the terms of this Plan.
1. The funds will be disbursed quarterly, as received by the Service Authority, based upon claims submitted by each jurisdiction. The allotment to each participating agency shall be that percentage of the total funds collected by the Service Authority that is equal to the percentage of vehicles abated by the participating agency of the total number of abandoned vehicles abated by all agencies who are members of the Service Authority. To equalize the distribution of funds, claims shall be approved on a rotational basis; thus, funds shall be used to reimburse the county for one vehicle abatement, and then the next use of funds shall be to reimburse the city for one vehicle abatement. When one jurisdiction has been reimbursed for the abatement of all vehicles within its jurisdiction for the quarter, then the other entity shall be entitled to reimbursement of its remaining claims. In the event additional cities join the Service Authority Joint Powers Agency, they will be included in the rotation under the same terms and conditions. In no event shall any party be entitled to reimbursement from the fund of more than the amount of its actual expenses as limited by paragraph VII.C.
 2. If a member has claims for which the DNC AVA SERVICE AUTHORITY does not have adequate funds to reimburse the member, that member may resubmit the unpaid claims for payment during the next quarterly disbursement of funds. Claims carried over by a jurisdiction from a prior quarter shall have no priority, and will be subject to rotation.
 3. In the event the DNC AVA SERVICE AUTHORITY has funds remaining after the quarterly allotment, the "surplus funds" may be accumulated for disbursement prior to 90 days after the close of the current fiscal year.
 4. Any funds received by the DNC AVA SERVICE AUTHORITY that are not expended to abate abandoned vehicles pursuant to this Plan within 90 days of the close of the fiscal year in which the funds were received shall be rolled over into the subsequent fiscal year budget for the AVA.
 5. Under Section 22710 (c) (2) B, of the CVC, up to 50% of the unexpended funds received during a fiscal year may be rolled into the DNC AVA Service Authority Budget

for the subsequent fiscal year. Any funds received by the DNC AVA SERVICE AUTHORITY in excess of this amount that are not expended to abate abandoned vehicles pursuant to this Plan within 90 days of the close of the fiscal year in which the funds were received, shall be returned to the State Controller for deposit in the Motor Vehicle Account in the State Transportation Fund.

6. The quarterly disbursement of funds to each participating jurisdiction shall be based on the fiscal year beginning in July.

7. The Treasurer of the AVA Service Authority will receive any funds distributed to the DNC AVA SERVICE AUTHORITY by the State Controller and shall disburse said funds, including interest thereon, less any expenses resulting from contractual agreements to conduct audits, to each member jurisdiction as authorized by the AVA Board and by the terms of this Plan. The Treasurer shall report all receipts and disbursements to the AVA Service Authority on a quarterly basis.

H. DEBTS AND LIABILITIES. The debts, liabilities, and obligations of the AVA Service Authority shall not be the debts, liabilities, and obligations of the member jurisdictions, or any of them.

I. AUTHORITY COSTS. Reimbursed costs shall be for the reimbursement of any costs incurred in the operation of the Service Authority not allowed pursuant to CVC Section 22710(c)(2). Costs reimbursed for towing and storage of vehicles abated shall be returned to the AVA trust to ensure funding beyond the ten year allocation of funds pursuant to CVC Section 6250.7.

VIII. REPORTING REQUIREMENTS:

To assist the Department of the California Highway Patrol to meet its reporting obligations under the California Vehicle Code, the AVA Service Authority will submit, not later than 90 calendar days following the end of the previous quarter, in the manner prescribed by the California Highway Patrol, data relative to the operation of its abandoned vehicle abatement program. The report will contain the following information:

- A. The gross amount of money received by the Service Authority from the abandoned vehicle trust fund during the quarter and the year to date.
- B. An itemized statement of the abandoned vehicle trust fund monies expended by the Service Authority during the quarter and the year to date.
- C. An accounting of the total number of vehicles and parts thereof abated by the Service Authority during the quarter and the year to date.
- D. An assessment of the effectiveness of the AVA Service Authority's abandoned vehicle abatement program for the quarter and the year to date.
- E. Other information as appropriate.