

## MEETING NOTICE & AGENDA

**DATE:** Thursday, March 17, 2022  
**TIME:** 4:30 p.m.  
**PLACE:** Yuba County Government Center  
Board of Supervisors Chambers  
915 Eighth Street  
Marysville, California

**A remote option for audience participation is being provided only as a courtesy. Members of the Regional Waste Management Authority Board of Directors must attend in person. If the remote connection fails for any reason, the meeting will continue as noticed so the public must attend in person to assure access to the meeting.**

To join the meeting from your computer, tablet, or smartphone, please use the Zoom Meeting link below:

<https://us02web.zoom.us/j/87453628001?pwd=Q3AzNkFNckZTQWxJbGcvellodUVEQT09>

Meeting ID: 874 5362 8001

Passcode: 866898

The public will be muted by default. The following options are available to speak during the public comment portions of the meeting:

Online: Raise your hand or use the Q&A panel to submit your comments.  
Phone: Press \*9 to raise your hand or press \*6 to send a request to be unmuted to submit comments.

### **I. Call to Order & Roll Call**

Bains (Vice Chairman), Buttacavoli, Pendergraph (Chairman), Shaw, Vasquez and Woten

### **II. Public Business from the Floor**

Members of the public may address the Authority on items of interest that are within the jurisdiction of the Authority and are not on the agenda for this meeting. No action may be taken on items that do not appear on the posted agenda.

### **III. Consent Calendar**

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff or public request specific items to be discussed or removed from the Consent Calendar for specific action.

- A. Minutes from the Meeting of January 20, 2022. (Attachment)
- B. Disbursement List for January 2022. (Attachment)
- C. Disbursement List for February 2022. (Attachment)

**IV. Reports**

**A. Amended Yuba-Sutter Transit / Regional Waste Management Authority (RWMA) Consulting Agreement.**  
(Attachment)

RECOMMENDATION: Authorize execution of the amended Yuba-Sutter Transit / RWMA Consulting Agreement as proposed.

**B. June Board of Directors Meeting Date Change.** (Attachment)

RECOMMENDATION: Cancel the regular Board meeting on Thursday, June 16, 2022, and set a special meeting for 4:00 p.m. on Thursday, June 23, 2022.

**C. Status Reports on Current Projects.**

1. Staff Recruitment
2. YubaSutterRecycles.com Agency Website
3. Waste Tire Amnesty Grant Program
4. Initial SB 1383 Compliance Report (Due to CalRecycle by April 1<sup>st</sup>)
5. SB 1383 Local Assistance Grant Program for FY 2021-22

**V. Other Business**

**VI. Adjournment**

**THE NEXT REGULAR MEETING IS SCHEDULED FOR 4:30 P.M. ON THURSDAY, APRIL 21, 2022  
IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS.**

**AGENDA ITEM III – A**  
**REGIONAL WASTE MANAGEMENT AUTHORITY**  
**MEETING MINUTES**  
**JANUARY 20, 2022**

**I. Call to Order and Roll Call**

The meeting was called to order by Chairman Shaw at 5:00 p.m.

Present: Bains, Blaser (for Vasquez), Buttacavoli, Pendergraph, Shaw, and Woten

Absent: Vasquez

**II. Board Business**

**A. Nomination and Election of Board Members for 2022**

Director Pendergraph was nominated for Chairman by Director Shaw. This nomination was seconded by Director Bains. There were no additional nominations and the motion carried unanimously.

Director Bains was then nominated for Vice-Chair by Director Shaw. The nomination was seconded by Director Pendergraph. There were no additional nominations and the motion carried unanimously.

**B. Statements of Economic Interest**

Martin noted that this item is reminder of the requirement to file yearly statements with the FPPC. Form 700 is due to the FPPC by April 1, 2022, for ongoing members or alternates and within 30 days from appointment for new members or alternates. A copy of the form should be provided to Janet Frye, Board Clerk, for public record requests. Any questions should be directed to the office.

**III. Public Business from the Floor**

None.

**IV. Public Hearings**

**A. Mandatory Organic Waste Disposal Reduction Ordinance**

Martin introduced the Mandatory Organic Waste Disposal Reduction Ordinance that was first presented for Board review at the December 16, 2021 meeting and is now the subject of a public hearing to receive input on the ordinance prior to adoption consideration. The public hearing was noticed in the Appeal Democrat on January 6, 2022 with a summary of the ordinance. The ordinance is intended to meet the minimum requirements of SB 1383 to

reduce the amount of waste in landfills. The State has set aside funds for SB 1383 implementation activities and the member jurisdictions have authorized the RWMA to submit a regional request for those funds. The ordinance must be implemented by April 1, 2022 to be eligible for those funds. Staff is recommending that the Board waive the second reading and adopt the ordinance as proposed.

Director Bains asked why the RWMA is adopting this ordinance. Martin responded that the main reason is to comply with SB 1383. The region is currently not in compliance with this law that was passed in 2016 and this ordinance would move the region closer to compliance with the State mandate.

Director Bains asked what the impacts would be to local businesses and individuals. Martin answered that the impacts would vary, but the goal of the law is to remove food waste and other organics from the waste stream to decrease the amount in landfills for a reduction in greenhouse gas emissions.

Director Bains asked what the penalties would be for non-compliance. Martin answered that there are two non-compliance issues – one for businesses and individuals and one for jurisdictions. While fines for businesses and individuals is relatively minor, fines for jurisdictions could reach \$10,000 per day per incident.

Director Bains asked how this would affect non-profit organizations. Martin stated that the requirements apply to any covered waste generator equally.

Director Bains asked what Recology was doing for compliance. Martin stated that three cart service is available to residents in the program areas and that food waste can now be placed in the green waste cart in five of the six member jurisdictions. Organic waste collection is also available to commercial customers and Recology will be implementing public outreach and education about the requirements.

Director Bains asked what the time was for full compliance. Martin stated the first deadline was January 1, 2022, and the first report is due to the state by April 1, 2022, but that fine authority for business and individuals begins on January 1, 2024. Alyson Burleigh of Aurora Environmental added that there are two tiers for the edible food recover requirement. Tier one generators are supposed to now be in compliance while Tier two generators must be in compliance by January 1, 2024. Martin added that the compliance dates in the ordinance are all State minimums.

Director Shaw stated that the ordinance that is being adopted is the minimum requirement to stay in compliance with SB 1383. If the jurisdictions are out of compliance, the fees will have to come out of the general funds of the jurisdictions and take funding away from other areas including law enforcement and fire departments.

Director Blaser asked who benefits from this ordinance. Martin stated that the bill was passed with the intent of reducing greenhouse gas emissions so presumably everyone would benefit.

The public hearing was opened by Director Pendergraph at 5:21 p.m.

Sondra Mallow from Marysville stated the burden of the ordinance would be damaging to small, local businesses.

Diane Jaeger from Sutter County stated that businesses do not have the time or staff to sort their trash. Due to litigation, most food producers are unwilling to donate their edible food waste and an EPA study stated that the preferred way to reduce food waste is to reduce food production. She added that waste incinerators were the answer to this issue.

Johanna Lassage presented information about Covanta with waste-to-energy facilities in Stanislaus County and in Long Beach where food waste is used to generate electricity through incineration. She requested the board not pass the ordinance and figure out a way to fight it at the state level.

Donna Wahlberg stated that this ordinance is governmental overreach.

Bijan Parhizgar stated that perhaps there is another option, and maybe more research needs to be done before the ordinance is adopted.

Director Pendergraph closed the Public Hearing at 5:44 p.m.

Director Blaser asked legal counsel about the pros and cons of moving forward. Counsel Brant Bordsen stated that the Board does not have to pass the ordinance, but if it is not adopted, each jurisdiction would be subject to the fines. His recommendation is to pass the ordinance which will allow two years to figure out another option before fines are imposed.

Director Woten asked if there were any stipulations on when the grant money must be spent. Martin stated that the funds are intended for SB 1383 implementation and education over the next two years to offset local expenses.

Director Woten stated that it is encouraging that there is time before implementation to look at other options.

Director Buttacavoli stated that the biggest concern is the amount of the fine per jurisdiction if they are found to be in non-compliance with the ordinance requirement. None of the local jurisdictions could afford to pay that amount out of their general funds. Also, how do the jurisdictions keep on top of the requirements so that they do not get fined when the time comes. Martin stated that this issue will be addressed by the Board over time and that adopting the ordinance will keep the jurisdictions out of the State's view as it is an enforceable ordinance that meets the current requirement.

Director Pendergraph allowed Diane Jaeger to speak again. She said that she understands the fine issue, but that action can be delayed until next month as the State requirement is for the ordinance to be adopted by March 1, 2022. Martin interjected that the deadline is April 1, 2022, but there is a 30-day implementation period so the ordinance must be adopted by March 1, 2022, to be implemented by April 1, 2022. Ms. Jaeger stated that she is hopeful

that a waste incineration option would be available before the two years are up. Alyson Burleigh stated that incineration is not allowed under this bill. Martin stated that Covanta has other issues of its own, including emissions, ash disposal and the effect the plant has on local disadvantaged communities.

Director Shaw stated that the board needs to do what is prudent now and look forward with options, but only the legislature can change the law.

Director Blaser agreed that change must come from the legislature.

Director Buttacavoli stated that he believes the recommendation from legal counsel is the only option available.

Director Pendergraph stated that the outreach to restaurants and businesses will come from Recology Yuba-Sutter.

Director Shaw made a motion to waive the second reading and adopt the Regional Waste Management Authority Mandatory Organic Waste Disposal Reduction Ordinance No. 22-1 as proposed. Director Woten seconded the motion and it carried unanimously.

Director Buttacavoli asked if it is possible to notify restaurants and other businesses that will be heavily affected by the ordinance. Martin stated that last year the Board had suggested workshops be conducted for all businesses in the area to educate the community about the regulations. Rigo Diaz, General Manager of Recology Yuba-Sutter, stated that they have already completed two rounds of compliance letters and they are meeting next week with the newer formed restaurant association, which is a branch of the Yuba-Sutter Chamber of Commerce, and Recology will be presenting the compliance regulations for restaurants at that meeting. There are also plans to conduct region-wide outreach through the Appeal Democrat, but they are waiting for the one remaining jurisdiction to settle the SB 1383 items. Martin clarified that the compliance letters are for previous state regulations and are for commercial producers. Mr. Diaz also stated that Recology Yuba-Sutter is committed to not increasing the bills for it's customers by auditing the waste stream to right-size the service received.

Director Pendergraph thanked all involved for a great discussion of this item.

## V. **Consent Calendar**

Director Shaw made a motion to approve the Consent Calendar. Director Buttacavoli seconded the motion and it carried unanimously.

## VI. **Reports**

### A. **FY 2020/2021 RWMA Financial Audit Report.**

Martin presented the RWMA Financial Audit Report for fiscal year 2020/2021. There were no audit findings or comments provided by the auditor.

Director Shaw made a motion to accept the FY 2020/2021 RWMA Financial Audit Report as submitted. Director Bains seconded the motion and it carried unanimously.

**B. Executive Director Selection Process.**

Martin stated that the RWMA is in the process of recruiting an Executive Director and staff is now recommending that an Ad Hoc Committee be established to act as an applicant screening and contract negotiating committee. The position is open until filled, but the first review will be on February 11<sup>th</sup> which will be done by RWMA and Sutter County Human Services staff. The highest-level candidates will then be reviewed by a screening panel to include two members of the Technical Advisory Committee (TAC) (Diana Langley, City Manager of Yuba City, and Kevin Mallen, Yuba County Administrator) along with the Ad Hoc Committee. The top candidates will then be interviewed by the full TAC and with one or more to be forwarded to the Board for consideration in a special closed session meeting. The Ad Hoc Committee can be up to three members, but the TAC is recommending two members to participate.

Directors Buttacavoli and Bains volunteered to serve on the ad hoc committee.

**C. Annual Investment Policy Review.**

Martin stated that previous audits recommended that the RWMA investment policy be reviewed at least annually and amended as needed. Staff considers the current policy sufficient and are not recommending any policy modifications.

Director Bains made a motion to accept the annual investment policy review as presented. Director Shaw seconded the motion and it carried unanimously.

**D. Board Member Meeting Stipend Rate Adjustment.**

Martin stated that the current Board member stipend rate of \$50 per meeting has been in effect since July 1, 2020, and staff is now recommending that it be increased to \$100 per meeting beginning February 1, 2022. This increase, which was included in the FY 2022 budget, would put the RWMA Board in line with what is commonly provided for other local agencies which now includes Yuba-Sutter Transit.

Director Blaser made a motion to adopt the proposed increase in the Board Member Meeting Stipend Rate as proposed. Director Woten seconded the motion and it carried unanimously.

**E. Status Reports on Current Projects.**

**1. SB 1383 Local Assistance Grant Program for FY 2021-22.**

Martin stated that the RWMA will be applying for funding from the SB 1383 Local Assistance Grant Program. The minimum funding amount is \$260,000 for implementation of SB 1383 for staffing costs over the next two years.

## **2. Fourth Amendment and Restated Regional Waste Management Authority Joint Powers Agreement (JPA).**

The amended JPA has now been fully approved following the January 5<sup>th</sup> action by the Live Oak City Council. This ended a more than three year process that began in 2018.

### **VII. Other Business**

Martin stated that future meeting agendas would include a Zoom link so the public item can attend remotely and make comments without having to be present.

### **VIII. Adjournment.**

The meeting was adjourned at 6:24 p.m.

**The next meeting of the Regional Waste Management Authority is scheduled for 4:30 p.m. on February 17, 2022, in the Yuba County Board of Supervisors Chambers at the Yuba County Government Center unless otherwise noticed.**



**AGENDA ITEM III-B  
REGIONAL WASTE MANAGEMENT AUTHORITY  
DISBURSEMENT LIST  
MONTH OF JANUARY 2022**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 8,998.75	YUBA-SUTTER TRANSIT	CONTRACT SERVICES - DECEMBER 2021
EFT	\$ 2,500.88	YUBA-SUTTER TRANSIT	LEGAL REIMBURSEMENT OCT - DEC 2021
EFT	\$ 50.00	DAVID SHAW	BOARD MEETING 1/20/22
EFT	\$ 50.00	JAY PENDERGRAPH	BOARD MEETING 1/20/22
EFT	\$ 50.00	KARM BAINS	BOARD MEETING 1/20/22
EFT	\$ 50.00	DON BLASER	BOARD MEETING 1/20/22
8056	\$ 3,602.00	CITY OF YUBA CITY	HHW FACILITY LEASE JAN - MAR 2022
8057	\$ 27,823.38	RECOLOGY YUBA SUTTER	HHW & USED OIL - NOVEMBER 2021
8058	\$ 63,798.00	YUBA COUNTY CDSA	1ST QUARTER LEA PAYMENT FY 2021/2022
8059	\$ 877.50	AURORA ENVIRONMENTAL INC	TIRE GRANT MANAGEMENT OCT - DEC 2021
8059	\$ 26,088.75	AURORA ENVIRONMENTAL INC	PROFESSIONAL SERVICES NOV - DEC 2021
8060	\$ 50.00	BOB WOTEN	BOARD MEETING 1/20/22
8061	\$ 50.00	BRUCE BUTTACAVOLI	BOARD MEETING 1/20/22
8062	\$ 1,615.00	BRYCE CONSULTING INC	HR TECH SUPPORT FOR RECRUITMEN OF EXEC DIR.
8063	\$ 270.00	RICH, FUIDGE, BORDSEN & GALYEAN INC	LEGAL SERVICES 1/3/2022 - 1/15/2022
8064	\$ 2,838.00	COUNTY OF YUBA	IT CHARGES FOR SB 1383 PLANNING DECEMBER 2021

**\$ 138,712.26**

**LAIF  
TRANSFERS**

**AGENDA ITEM III-C  
REGIONAL WASTE MANAGEMENT AUTHORITY  
DISBURSEMENT LIST  
MONTH OF FEBRUARY 2022**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 6,478.75	YUBA-SUTTER TRANSIT	CONTRACT SERVICES - JANUARY 2022
8065	\$ 150.00	STREAMLINE	WEBSITE SERVICES - FEBRUARY 2022
8066	\$ 375.00	YUBA SUTTER CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP DUES 3/1/22 - 3/1/23
8067	\$ 2,616.00	APPEAL DEMOCRAT	PUBLISHING - PUBLIC NOTICES RE: ORDINANCE
8068	\$ 14,512.50	AURORA ENVIRONMENTAL INC	PROFESSIONAL SERVICES JANUARY 2022
8068	\$ 810.00	AURORA ENVIRONMENTAL INC	BEVERAGE CONTAINER RECYCLE PROGRAM 8/21 - 1/22
8069	\$ 16,144.76	RECOLOGY YUBA-SUTTER	HHW & USED OIL - DECEMBER 2021
8070	\$ 370.00	RICH, FUIDGE, BORDSEN & GALYEAN INC	LEGAL SERVICES 1/18/2022 - 2/15/2022
8071	\$ 6,800.00	RICHARDSON & COMPANY	ACCOUNTING SERVICES FOR AUDIT
8072	\$ 1,078.00	COUNTY OF YUBA	IT CHARGES FOR SB 1383 PLANNING JANUARY 2022
	<b>\$ 49,335.01</b>		

**LAIF  
TRANSFERS**

AGENDA ITEM IV – A  
STAFF REPORT

**AMENDED YUBA-SUTTER TRANSIT / REGIONAL WASTE MANAGEMENT  
AUTHORITY (RWMA) CONSULTING AGREEMENT**

With the Regional Waste Management Authority (RWMA) soon transitioning to direct full-time employees, the long-time consulting staff relationship between the RWMA and Yuba-Sutter Transit will need to transition as well. Since March 1988, Yuba-Sutter Transit has provided the RWMA with administrative and executive staff support on a time and materials basis. While this support was originally intended to end with the hiring of RWMA employees, to ease the transition, Yuba-Sutter Transit has agreed to continue providing basic administrative support at least in the short-term as the RWMA works to become fully self-sufficient. As a result, Yuba-Sutter Transit will continue to provide a mailing address, phone number, and administrative support for the RWMA on a month-to-month basis.

To effectuate this transition, attached for Board review and approval consideration is a completely restated Consulting Agreement between the two agencies. The restated agreement was prepared by legal counsel with input from staff. The key changes to the previous agreement are all related to the notice and termination language that will allow either party to end the agreement at any time with ninety days advance notice instead of the existing requirement for a minimum of five-month notice prior to the end of any fiscal year. Unchanged is the provision that the agreement can be terminated at any time by mutual agreement. If approved as proposed, the new agreement will become effective on April 1, 2022.

Staff and legal counsel will be prepared to discuss this issue in more detail at the meeting.

RECOMMENDATION:            Authorize execution of the amended Yuba-Sutter Transit / RWMA Consulting Agreement as proposed.

Attachment

## CONSULTANT AGREEMENT

This agreement (“Agreement”) is entered into effective April 1, 2022 and is between the **Yuba-Sutter Transit Authority**, 2100 B Street, Marysville, CA 95901 (hereinafter “Consultant”) and the **Regional Waste Management Authority** (hereinafter “Client”).

### RECITALS

1. WHEREAS, Client is a joint powers authority responsible for coordinating all solid waste program planning and reporting for the jurisdictions of Yuba County, Sutter County and the cities of Marysville, Yuba City, Wheatland and Live Oak.

2. WHEREAS, Client desires to obtain staff support services from Consultant and Consultant has the ability to provide the same.

3. WHEREAS, Consultant represents it is qualified and willing to provide those services, as set forth on Exhibit A and attached hereto pursuant to the terms and conditions of this Agreement;

4. WHEREAS, the parties previously entered into a Consultant Agreement effective July 1, 2015 which will be superceded in its entirety by this Agreement.

NOW, THEREFORE, IT IS AGREED by and between Client and Consultant as follows:

### AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals as set forth above are not merely recitals but are contractual in nature and are incorporated into this Agreement.

2. **SCOPE OF SERVICE.** Consultant will perform the services set forth on Exhibit A attached hereto and incorporated herein by reference. In the performance of services with respect to this Agreement it is agreed and acknowledged that this Agreement is strictly between Client and Consultant and does not involve any individuals employed by Consultant. It is further agreed that Client has no control whatsoever over who is assigned a particular task pursuant to this Agreement nor does Client have any control over how the task is to be performed. Consultant is solely responsible for oversight of its employees, the review of their performance as well as matters relating to their selection, evaluation and/or termination. Client has no power or ability to deal with, oversee or interact with any particular employee of Consultant. Either party may terminate this Agreement without cause upon the giving of ninety (90) days advance notice.

It is further agreed that Client has no right whatsoever to control the manner or means of accomplishing the tasks pursuant to this Agreement and no control over Consultant’s operations.

Consultant agrees that it will supply the instrumentalities, tools and place of work for the individuals doing work under this Agreement.

All work performed by Consultant under this Agreement shall be in accordance with all legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals.

Consultant shall comply with all applicable state, federal and local laws, codes, ordinances, regulations, orders and decrees.

3. **COMPENSATION.** The compensation to be paid by Client to Consultant for the services rendered hereunder shall be subject to annual adjustments as follows:

A. Contract Personnel by Classification:

Executive Director \$115.00 per hour, which shall increase to \$120.00 per hour effective July 1, 2022;

Program Manager \$75.00 per hour, which shall increase to \$80.00 per hour effective July 1, 2022;

Program Analyst \$40.00 per hour, which shall increase to \$50.00 per hour effective July 1, 2022;

Administrative Assistant \$40.00 per hour, which shall increase to \$45.00 per hour effective July 1, 2022.

B. Administrative and Overhead Allowance for Indirect Office and Administrative Expenses:

\$1,000.00 per month, which shall increase to \$1,500.00 per month, effective July 1, 2022.

C. Direct Expenses Attributable to Client shall be reimbursed to Consultant in full.

The terms of compensation set forth above shall be effective commencing April 1, 2022 and for each month thereafter until this Agreement is terminated by either party upon ninety (90) days advance written notice. Consultant shall invoice Client for services provided pursuant to this Agreement and Client shall pay such invoice within thirty (30) days of receipt thereof.

Consultant may adjust the rates and amounts of compensation pursuant to this Agreement by giving notice to Client of amended rates and items of compensation. Such notice shall be in writing and shall take effect ninety (90) days after the giving of such written notice.

4. **TERM OF AGREEMENT.** This Agreement shall be effective April 1, 2022 and shall remain in effect until terminated pursuant to Section 5.

5. **TERMINATION.**

(a) Either party shall have the right to terminate this Agreement for any reason, such termination to be effective ninety (90) days following written notice from one party to the other. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 10.

(b) Either party shall have the right to terminate this Agreement for cause at any time by serving the other party three (3) days advance written notice of termination. If Client issues a notice of termination for cause, Consultant shall be reimbursed for work performed up the effective date of such notice for cause, less any compensation for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. If Consultant issues a notice of termination for cause, Client shall pay Consultant for work actually performed up to the date of the notice of termination. As used herein "cause" shall mean that a party has committed a material breach of this Agreement.

(c) By mutual agreement the parties may terminate this Agreement at any time.

6. **AMENDMENTS.** Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

7. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of Client without the prior written consent of Client.

8. **INSPECTION.** Client's representatives shall, with reasonable notice, have access to the work and work records of Consultant, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

9. **INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, Consultant is an independent contractor and is not an agent or employee of Client. Consultant, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit Client to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said service hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security or other retirement and other benefits and income tax withholding, workers' compensation insurance, unfunded pension liability, accrued compensated absences liability, and any other accrued employment related benefit expense, and all other regulations governing such matters.

10. **NOTICE.** Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

(a) by personal delivery, effective upon receipt by addressee;

(b) by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;

(c) by certified U.S. mail, return receipt requested, effective upon deposit in the mail:

CLIENT: REGIONAL WASTE MANAGEMENT AUTHORITY  
2100 B Street  
Marysville, CA 95901  
Phone: (530) 634-6890  
Fax: (530) 634-6888

with copies to: Kevin Mallin, Yuba County CAO  
YUBA COUNTY  
915 8<sup>th</sup> Street, Suite 115  
Marysville, CA 95901

Steve Smith, Sutter County CAO  
SUTTER COUNTY  
1160 Civic Center Blvd, Suite A  
Yuba City, CA 95993

Jim Schaad, City Manager  
CITY OF MARYSVILLE  
P.O. Box 150  
Marysville, California 95901

Diana Langley, City Manager  
CITY OF YUBA CITY  
1201 Civic Center Boulevard  
Yuba City, CA 95993

Aaron Palmer, City Manager  
CITY OF LIVE OAK  
9955 Live Oak Boulevard  
Live Oak, CA 95953

Jim Goodwin, City Administrator  
CITY OF WHEATLAND  
111 C Street  
Wheatland, CA 95692

CONSULTANT            YUBA-SUTTER TRANSIT AUTHORITY  
2100 B Street  
Marysville, CA 95901  
Phone: (530) 634-6880  
Fax: (530) 634-6888

Either party may change its address for notices by complying with the notice procedures in this Section.

11.    **OWNERSHIP OF MATERIALS.** Client is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of Client, Consultant shall deliver to Client all writings, records and information created or maintained pursuant to this Agreement.

12.    **ASSIGNMENT; SUBCONTRACTING; EMPLOYEES.**

(a)    Assignment. Consultant shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of Client. Any assignment without such approval shall be void and, at Client's option, shall terminate this Agreement and any license or privilege granted herein.

(b)    Subcontracting. Consultant shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Client. If Client consents to Consultant's hiring of subcontractors, Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

13.    **BINDING AGREEMENT.** This Agreement shall bind the successors of Client and Consultant in the same manner as if they were expressly named herein.

14.    **WAIVER.**

(a)    Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b)    No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

15.    **NONDISCRIMINATION.**

(a)    Consultant shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.



(b) Consultant shall comply with all federal and state anti-discrimination and civil rights laws.

16. **MUTUAL INDEMNITY.** The parties specifically agree to indemnify, defend and hold harmless each of their respective officers, agents and employees from and against any and all actions, claims, demands, losses, expenses including attorneys' fees, damages and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with the negligence or fault of the party providing the indemnity, whether active or passive. The indemnifying party shall pay all costs that may be incurred by the indemnified party in enforcing this indemnity, including reasonable attorneys' fees.

17. **INSURANCE.** Consultant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement insurance coverage at least as broad as insurance services, office, commercial, general liability coverage (\$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate); automobile liability \$1,000,000.00 per accident for bodily injury and property damage and workers' compensation insurance as required by the State of California and employer's liability insurance. Consultant shall furnish Client with original amendatory endorsements effecting coverage required by this clause. Client shall be an additional insured with respect to the general liability and auto liability insurance coverage policies.

18. **CONFLICT OF INTEREST.** Consultant shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Client's interest. During the term of this Agreement, Consultant shall not accept any employment or engage in any consulting work which creates a conflict of interest with Client or in any way compromises the services to be performed under this Agreement. Consultant shall immediately notify Client of any and all violations of this Section upon becoming aware of such violation.

19. **SEVERABILITY.** If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

20. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County, California.

21. **COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

22. **INTEGRATION.** This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 6.

Executed by Client and Consultant on the date shown next to their respective signatures. The effective date of this Agreement shall be April 1, 2022.

REGIONAL WASTE MANAGEMENT AUTHORITY, Client

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Jay Pendergraph, its Chairman of the Board

YUBA-SUTTER TRANSIT AUTHORITY, Consultant

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Brad Hudson, its Chairman of the Board

## **Exhibit A**

### **Scope of Services**

#### Contract Personnel by Classification:

Consultant will provide professional and executive level services as needed to perform the functions required by the Regional Waste Management Authority acting as the liaison for the participating entities for solid waste planning, programming and other related services with the local solid waste collection contractor, the State of California and the public. All services rendered by the Consultant's Executive Director, Program Managers and Program Analysts will be billed by the hour at set hourly rates. Non-ordinary or special services provided by the Administrative Assistant will be billed by the hour at the established hourly rate.

#### Administrative and Overhead Allowance:

Consultant will provide routine general office and administrative support services required for the daily operation of the agency. This allowance includes, but is not limited to, manage correspondence, emails, faxes and general phone inquiries from whatever source; accounts receivable and accounts payable bookkeeping; maintenance of client files, records, and reports; and, Board meeting preparation, attendance, and follow up as the Secretary of the Board. This allowance does not include Administrative Assistant time spent on special projects, nor any Executive Director, Program Manager or Program Analyst time.

AGENDA ITEM IV – B  
STAFF REPORT

**JUNE BOARD OF DIRECTORS MEETING DATE CHANGE**

Due to a family schedule conflict beyond their control, staff is recommending a date change for the June meeting of the RWMA Board of Directors from the regular date of June 16<sup>th</sup> to June 23<sup>d</sup>. The last such meeting date change or cancellation for a similar reason was in November 2018. If approved as proposed, the public would be informed of the schedule change well in advance in upcoming agendas and press releases.

Staff will be prepared to discuss this issue in more detail at the meeting.

RECOMMENDATION:                   Cancel the regular Board meeting on Thursday, June 16, 2022, and set a special meeting for 4:30 p.m. on Thursday, June 23, 2022.