

MEETING NOTICE & AGENDA

DATE: July 16, 2026

TIME: 4:30 p.m.

PLACE: Yuba County Board of Supervisors Chambers
Yuba County Government Center
915 Eighth Street, Marysville, CA 95901

I. Call to Order & Roll Call

Bains, Buttacavoli (Vice-Chairman), House, Shaw (Chairman), Teter, and Woten

II. Public Business from the Floor

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Board Business, Consent Calendar, Reports, or Other Business Items on the Agenda when they are called. Public comment on any other items within the scope of the Authority's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group. No action may be taken on items that do not appear on the posted agenda.

III. Consent Calendar

All matters listed under the 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 individual action.

- A. Approval of minutes from May 21, 2026 (Attachment)
- B. Disbursement List for May 2026 (Attachment)
- C. Disbursement List for June 2026 (Attachment)

IV. Presentations

- A. **VAPING WASTE (Attachment)** Information Only.
Presented by Ricky Samayoa on behalf of the Yuba County Tobacco Coalition

V. Business Items

A. **Household Hazardous Waste Facility Lease Payment Adjustment Memorandum of Understanding (Attachment)**

RECOMMENDATIONS:

1. Approve the Memorandum of Understanding between the Regional Waste Management Authority and the City of Yuba City documenting the methodology used to calculate the Household Hazardous Waste Facility lease payment adjustment due to the unavailability of October 2025 CPI data.
2. Authorize the Executive Director to execute the Memorandum of Understanding and any related documents necessary to implement the Board's direction.

B. **Authorization To Apply For CalRecycle Used Oil Payment Program for FY 2026/2027 (OPP Cycle 17) (Attachment)**

RECOMMENDATIONS:

1. Adopt Resolution No. 3-26 authorizing the submittal of a regional application to the California Department of Resources Recycling and Recovery for the Used Oil Payment Program (OPP Cycle 17, Fiscal Year 2026/2027).
2. Authorize the Executive Director, or designee, to execute all grant-related documents necessary to implement the program if funding is awarded.

C. **STANDING AUTHORIZATION FOR THE SUBMITTAL AND ADMINISTRATION OF GRANT FUNDING APPLICATIONS (Attachment)**

RECOMMENDATIONS:

1. Staff recommends that the Board adopt Resolution No. 04-26, establishing standing authorization for the Regional Waste Management Authority to submit applications for eligible grant and funding opportunities and delegating authority to the Executive Director, or designee, to execute related grant documents, subject to the limitations and Board oversight provisions contained within the Resolution.

D. **FIRST AMENDMENT TO THE FUNDING AGREEMENT BETWEEN THE REGIONAL WASTE MANAGEMENT AUTHORITY AND THE YUBA-SUTTER FOOD BANK (Attachments)**

RECOMMENDATIONS:

1. Approve the First Amendment to the Funding Agreement between the Regional Waste Management Authority and the Yuba-Sutter Food Bank.
2. Authorize the Executive Director to execute the First Amendment extending the agreement through June 30, 2027, updating the funding provisions, and revising the reporting requirements as presented.

VI. Other Reports

- ### A. **Update on Recology Negotiations** Information Only.

VII. Adjournment

THE NEXT REGULAR MEETING IS SCHEDULED FOR 4:30P.M. ON THURSDAY, AUGUST 20, 2026 IN YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS.

REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City



REGIONAL WASTE MANAGEMENT AUTHORITY MEETING MINUTES May 21, 2026

I. Call to Order & Roll Call

The meeting was called to order by Chairman Shaw on May 21, 2026, at 5:13 p.m.

Present: Shaw (Chairman), Buttacavoli (Vice-Chairman), House, Woten, and Bains

Absent: Teter

II. Public Business from the Floor

None.

III. Consent Calendar

Director Bains made a motion to approve the Consent Calendar. Director Woten seconded the motion, and it was carried unanimously.

IV. Business Items

- A. Five-Year Regional Agency Integrated Waste Management Plan (RAIWMP). Staff provided an update that the five-year RAIWMP report was submitted and should be receiving our approval from CalRecycle within the next few weeks.

- B. RWMA Draft Budget for Fiscal Year 2026-27. Staff provided an overview of the Draft Budget for Fiscal Year 2026-27.

Director House asked if there was a policy for the Board to be able to adjust the operating reserve. Baxter explained there isn't currently an operating reserve policy in place but that she would like to have an analysis completed for future policy considerations to be made.

Director Buttacavoli asked how the 16.7% of the operating reserve was determined. Baxter explained that the Government Finance Officers Association (GFOA) advises this target because it is equal to approximately 2 months of standard operating costs.

Director House made a motion to adopt the RWMA Draft Budget for Fiscal Year 2026-27. Director Buttacavoli seconded the motion, and it was carried unanimously.

V. Executive Director Reports

A. Recology Negotiations. Staff provided an update that they have met with Yuba City, City Manager Bendorf and Yuba County, Administrator Mallen to review historical information pertaining to the negotiations. Staff then met with Recology to continue the dialogue around the extraordinary increase proposal. These updates were also shared with the Administrators of the Member Agencies during our regular monthly meeting.

Staff are preparing a request for proposals for an independent third party of the extraordinary increase request. The purpose of this review will be to help validate the proposal, identify any costs that may appear unsupported duplicated or unrelated all together. If any Board members would like to meet one on one with Executive Director Baxter to please let us know so we can schedule time to go over any questions or concerns.

Director Shaw clarified that this is information only at this time and staff will continue to meet and work through this until July when we come back and meet to discuss the negotiations further.

Casey Toll, district representative from operations engineers, spoke from the public to urge the Board to negotiate with Recology and try not to go out to bid and contract. Recology is a staple of our community with a lot of jobs and families lives and they do a great job.

Director House thanked the RWMA and Executive Director Baxter for taking the time to go through these negotiations and taking the time to meet with him on the concerns he had.

VI. Adjournment

The meeting of May 21, 2026, was adjourned at 5:41 p.m.

THE NEXT REGULAR MEETING IS SCHEDULED FOR 4:30 P.M. ON THURSDAY, July 16, 2026, IN YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS.

REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City

Agenda Item III. – B

Disbursements List May 2026

Regional Waste Management Authority

Check No.	Amount	Vendor	Purpose
1259	\$3,677.72	Recology Yuba Sutter	Tire Collection & Events 02/26-04/26
1260	\$31,295.23	Recology Yuba Sutter	HHW 04/26
1261	\$550.00	Alliant Services	IT Services 06/2026
1262	\$65,813.75	Yuba County CDSA	FY 2025-26 Q3
1263	\$80.00	Rich, Fuidge, Bordsen, & Gaylean	Invoice 6363
1264	\$445.00	Streamline	Flex & Doc Access Inv. 058, 059, & 060
1265	\$32,687.50	R3 Consulting Group	Consulting Services 04/2026
1266	\$8,234.04	City of Yuba City	HHW Lease Q3 & Q4 FY 2026
1267	\$8,518.79	Sutter County HR	RWMA Benefits 06/2026
1268	\$9,858.64	Sutter County HR	RWMA Benefits Reconciliation (23-24)
1269	\$1,070.16	Tower Media Studios	Office Rent - 06/2026
EFT	\$24,789.92	Gusto	Payroll Salary APR 2026
EFT	\$116.00	Gusto	Payroll Service Fee MAY 2026
EFT	\$300.00	Mission Square	Employee Benefits MAY 2026
EFT	\$115.00	QuickBooks Online	Subscriptions MAY 2026
EFT	\$108.84	Ring Central	Subscriptions MAY 2026
EFT	\$92.93	Adobe	Subscriptions MAY 2025
EFT	\$65.65	Microsoft	Subscriptions MAY 2025
EFT	\$78.00	USPS	Postage
EFT	\$1,265.08	Amazon	Office Supplies
Total Disbursements			
\$189,162.25			
LIAF TRANSFERS			
\$0.00			

REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City

Agenda Item III. – C

Disbursements List June 2026

Regional Waste Management Authority

Check No.	Amount	Vendor	Purpose
1270	\$100.00	David Shaw	Board Meeting 5/21/26
1271	\$100.00	Bruce Buttacavoli	Board Meeting 5/21/26
1272	\$100.00	Renick House	Board Meeting 5/21/26
1273	\$100.00	Karm Bains	Board Meeting 5/21/26
1274	\$100.00	Bob Woten	Board Meeting 5/21/26
1275	\$5,578.00	Richardson & Co.	FY 24 and FY 25 bi-annual audit
1276	\$4,835.52	Recology	Tire Amnesty MAY 26
1277	\$63.40	Nathan Arechiga	Office Supplies - reimbursement
1278	\$25,651.60	Recology	HHW - MAY 2026
1279	\$365.00	Streamline	Webservices JUNE 2026
1280	\$267.40	BFS Printing	Envelopes
1281	\$1,125.00	California Resource Recovery Assoc.	Conference Registration
1282	\$22,520.00	R3 Consulting Group, Inc.	Consulting Services MAY 2026
1283	\$23,740.00	R3 Consulting Group, Inc.	Consulting Services JUNE 2026
EFT	\$23,512.72	Gusto	Payroll Salary MAY 2026
EFT	\$116.00	Gusto	Payroll Service Fee JUNE 2026
EFT	\$300.00	Mission Square	Employee Benefits JUNE 2026
EFT	\$115.00	QuickBooks Online	Subscriptions JUNE 2026
EFT	\$108.84	Ring Central	Subscriptions JUNE 2026
EFT	\$92.93	Adobe	Subscriptions JUNE 2026
EFT	\$65.65	Microsoft	Subscriptions JUNE 2026
EFT	\$20.38	BFS Printing	Envelopes
EFT	\$53.75	Thao Kitchen	Team Lunch
Total Disbursements			
\$109,031.19			
LIAF TRANSFERS			
\$0.00			



YUBA COUNTY TOBACCO COALITION

July 16, 2026

VAPING WASTE

Presented by : **Ricky Samayoa**

ITEM IV.A



Presented to the Yuba-Sutter Waste Management Board

One Semester. One Yuba County School.



5.0%

California High School Students
Currently Vaping (CYTS 2024)

130

Vapes Confiscated
Wheatland+MHS 2025-26

HHW

Certified Disposal Now
Available Locally



Vapes in Schools: A
Hazardous Waste Crisis

How Vaping Devices Evolved

From the first cig-a-like in 2007 to today's high-volume disposables — each generation delivers more nicotine and more hazardous waste per device.

Cig-a-Like

~2007. Disposable.

Variations

E-hookah, pens.

Vape Pens

Refillable, higher temp.

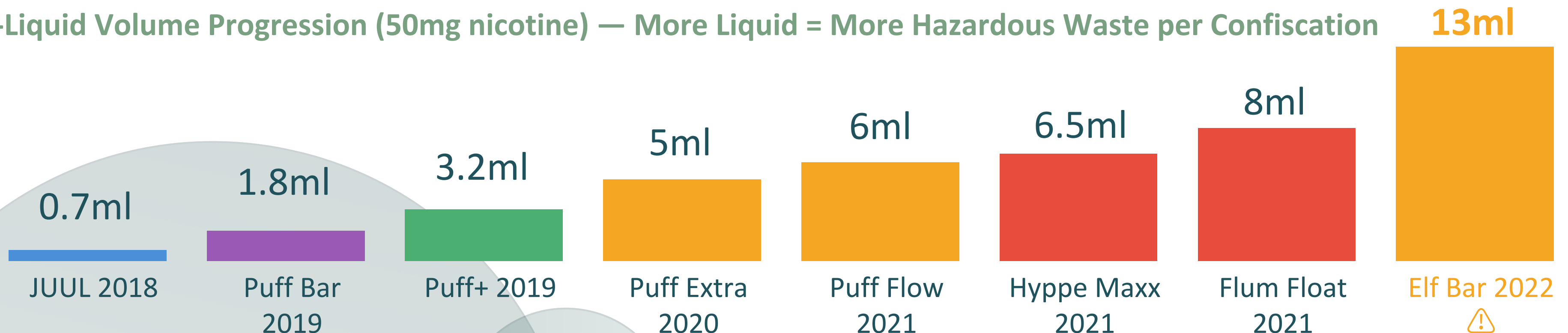
Mods

More aerosol & nicotine.

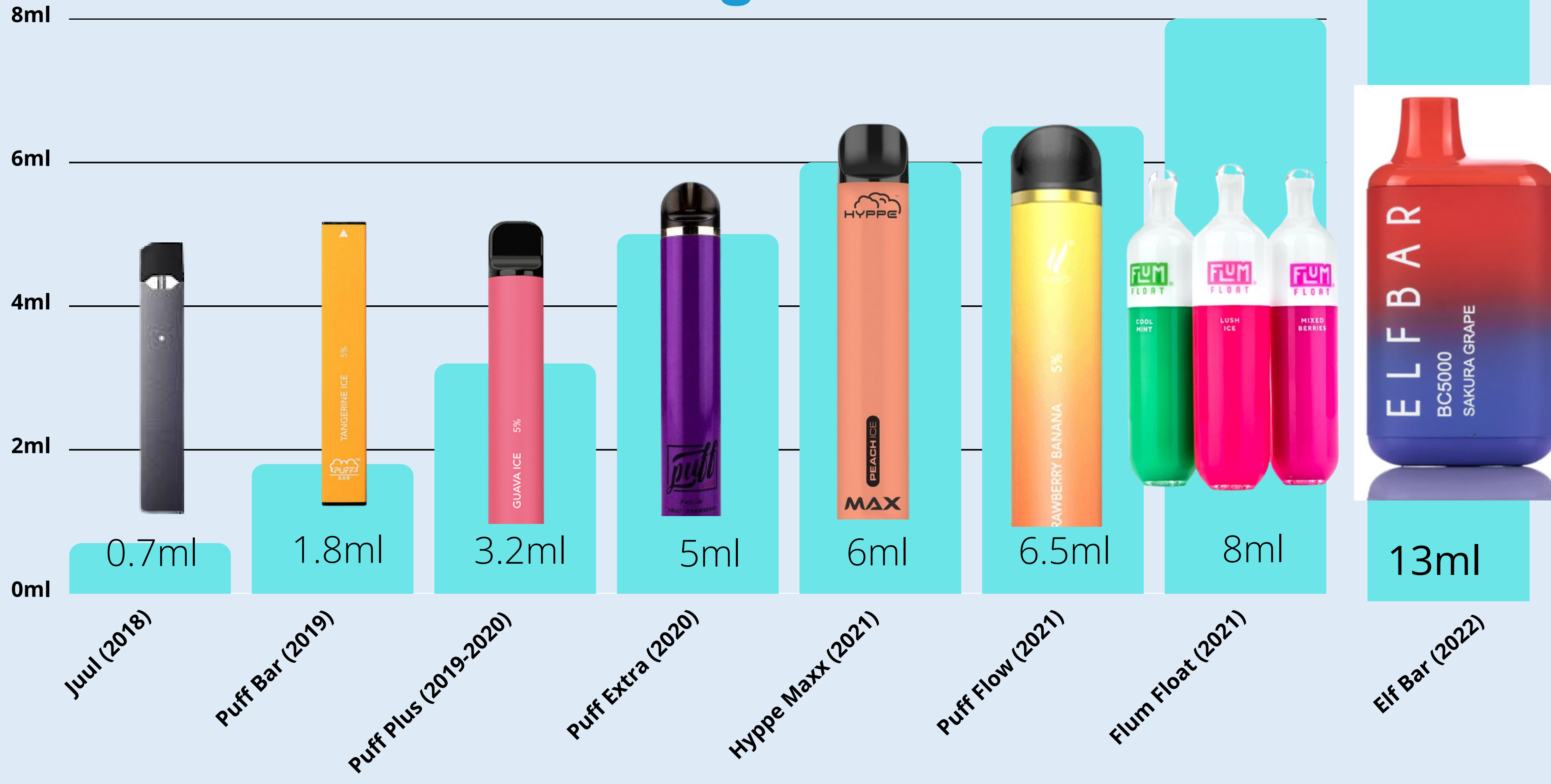
Pod-Based

USB-like pods (JUUL+).

E-Liquid Volume Progression (50mg nicotine) — More Liquid = More Hazardous Waste per Confiscation



Size Progression



Nicotine Levels Are Off the Charts

Today's disposables deliver exponentially more nicotine — and proportionally more acute hazardous waste per school confiscation.

⚠️ More nicotine per device = more acute hazardous liquid waste per confiscation.

1 IN 10 MIDDLE SCHOOLERS HAS TRIED VAPING.

Youth Use (National): 6.7% of middle schoolers
23.6% of high schoolers used tobacco products in 2020.
8.2% of HS students used 2+ products in 30 days.
(ALA Emerging Products Deck)

JUUL (2018)

200 PUFFS

40mg nicotine | ≈ 3.5 packs of cigarettes

**ALMOST 23×
MORE NICOTINE**

Geek Bar (Current)

25,000 PUFFS

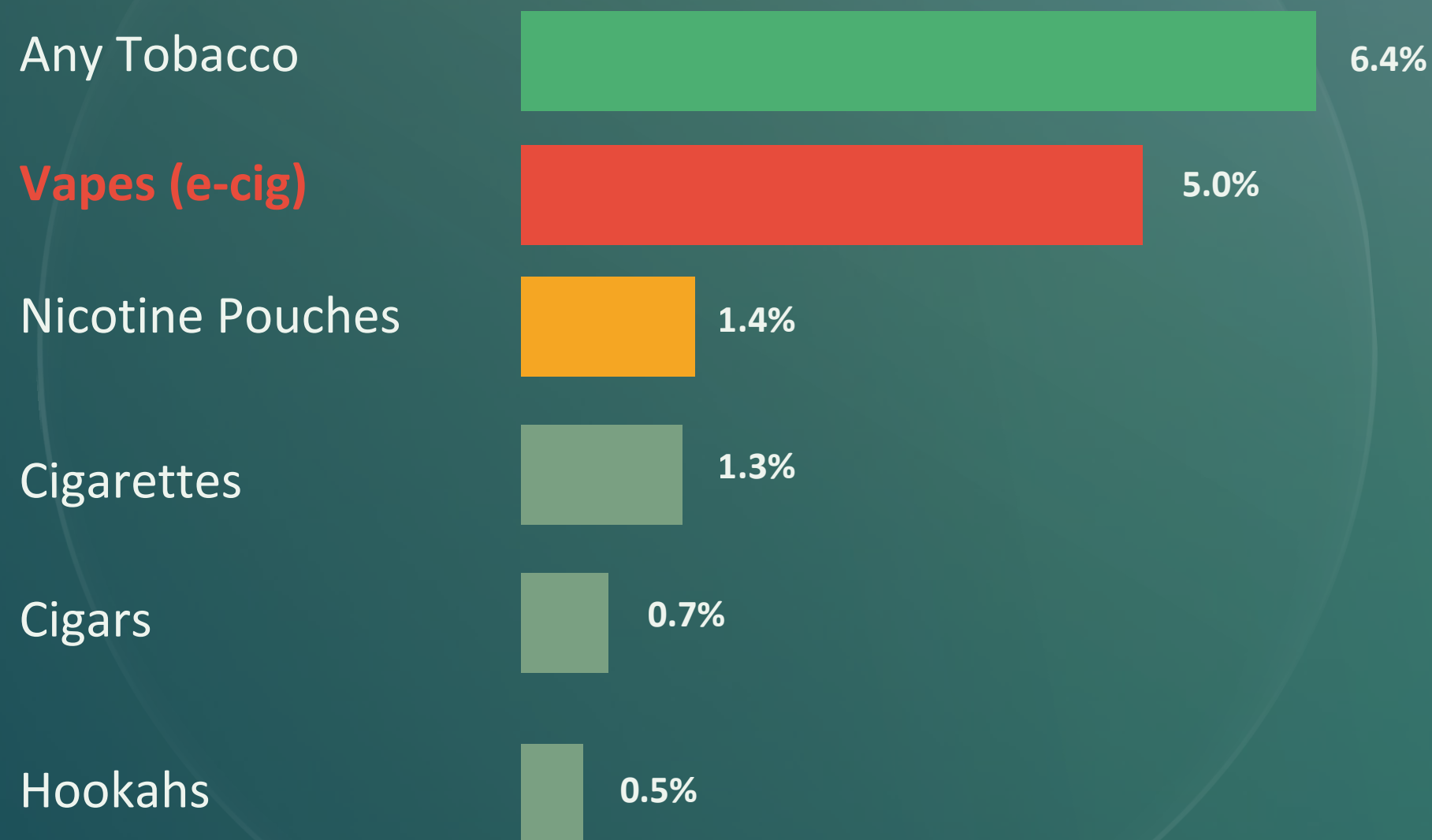
90mg nicotine | ≈ 30 packs of cigarettes

NICOTINE POUCHES: LEVELS ALSO ESCALATING RAPIDLY

ZYN Mini (2023): 3 mg = 2 cigarettes per pouch → 5× increase in 3 years → FRE Wintergreen (2026): 15 mg = 10 cigarettes per pouch

Youth Tobacco Use in California: 2024

Current Use — CA High School Students (CYTS 2024)



CA Youth Tobacco Survey 2024 (18,000+ students) — vaping is the #1 tobacco product among CA high schoolers. Rural counties (Yuba/Sutter) have higher youth vaping rates than urban areas.

TREND

↓ Declining

18.3% (2023) → 16.0% (2024).

More potent devices mean more HHW per device.

TOP REASON YOUTH VAPE

35% — Relax/relieve stress. 5.6% report addiction.

41.5% vape 20-30 days/month.

8TH GRADE CA

2.5% — Vaping is #1 tobacco product among middle schoolers statewide.

Urban Youth: 4% | Rural Youth (Yuba/Sutter): 8% — 2× higher

Rural vs Urban Youth Vaping, CA 2024 (CDPH Dashboard · RISE Presentation)

Vapes Surfaced as a School **Waste** **Emergency**

Schools confiscated vaping devices with no safe, legal protocol. 130 devices confirmed at Wheatland (95 nicotine+35 THC) and Marysville (64 total) in 2025–26. MJUSD SRO disposed informally before CHAT intervened.

⚠️ Exceeding 2.2 lbs (1 kg)/month triggers Large Quantity Generator status — full CA hazardous waste compliance under CA H&S Code + EPA RCRA.



Improperly stored vapes ignite in classrooms, storage, or waste vehicles. CA recycling fires increasing due to vape batteries.

Lithium Battery Fire Risk

Liquid Nicotine: Acute Hazardous Waste

E-liquids contain nicotine classified as acute hazardous under EPA RCRA

— regulated under CA Health & Safety Code.



Soil & Waterway Contamination

Leaking e-liquids and heavy metals enter soil and waterways. 68% of vapes go in trash; 9%+ are littered.



NO EXISTING SCHOOL POLICY

Wheatland High & MJUSD lacked unified collection, tracking, or removal process before CHAT June 9, 2026 meeting.

Pilot Program:

Yuba County High Schools — Fall 2026

A multi-agency coalition developed a turnkey collection and disposal system aligned with CA AB 998 & AB 2667. Piloting with Yuba County High Schools next semester.

Standardized Collection Kits

Locking container, nitrile gloves, sealable bags, Hazardous Waste label, luggage scale & guide — 1 kit per school site.

Two Certified Disposal Pathways

A: Drop-off HHW Facility
B: YCOE- GAIACA contract to pickup once/semester. Funding to be determined.

Designated Vape Coordinator

1 staff coordinator per school manages container, maintains log, and arranges disposal before the 2.2 lb/month regulatory limit.

Questions? Omie Hartman:
omie@yubasutterrecycles.com
HHW Facility: 134 Burns Dr., Yuba City
530-743-6933 (M-F)
530-671-6900 (Sat)

www.YubaSutterRecycles.com

4-STEP CONFISCATION PROTOCOL (Vape Collection & Mgmt Guide)

**1. Confirm device is intact
— do not disassemble**

**2. Staff wear nitrile gloves
when handling**

**3. Bag & label with date for
recordkeeping**

**4. Deliver to school's designated
drop-off location**

ACTION ITEMS



- Consider tracking Vape Waste every 6 months
- Invitation to your BOD and/or Council Meeting for a similar presentation

THANK YOU



YCOE

Wheatland High School

Recology Yuba-Sutter

Regional Waste Management Authority

American Lung Association

Yuba County HHS

Blue Zones Project Yuba Sutter

SAYLOVE

Stay connected



(530) 749-6366



HHSD_Outreach@yuba.gov



YubaCountyTobaccoCoalition



yctobaccoalition

Agenda Item V. – A

STAFF REPORT

**HOUSEHOLD HAZARDOUS WASTE FACILITY LEASE PAYMENT ADJUSTMENT
MEMORANDUM OF UNDERSTANDING**

BACKGROUND

The Regional Waste Management Authority (RWMA) operates the regional Household Hazardous Waste Facility (HHWF) located at 134 Burns Drive in Yuba City under a lease agreement with the City of Yuba City. The facility provides household hazardous waste collection services for residents of the RWMA member agencies and is operated by Recology Yuba-Sutter under a separate operations agreement.

Pursuant to the HHWF Lease Agreement, the RWMA is required to make quarterly lease payments to the City of Yuba City. The lease provides for annual adjustments based on the percentage change in the Consumer Price Index (CPI) using the San Francisco–Oakland–San Jose Metropolitan Statistical Area index published by the United States Bureau of Labor Statistics (BLS), calculated using an October-to-October comparison period.

During preparation of the Fiscal Year 2026 lease payment adjustment, RWMA staff determined that the October 2025 CPI data required under the lease agreement was unavailable due to a lapse in federal appropriations that prevented the Bureau of Labor Statistics from completing its data collection. Because the October 2025 index was never published, the standard adjustment methodology could not be applied.

To maintain the intent of the lease agreement while utilizing the best available data, RWMA staff, in coordination with the City of Yuba City and R3 Consulting Group, developed an alternative methodology that applies the percentage increase between the August 2024 and August 2025 CPI values to estimate the October 2025 CPI value. This methodology provides a reasonable and consistent approach until the normal October-to-October calculation can resume.

DISCUSSION

CPI Adjustment Methodology

The proposed Memorandum of Understanding (MOU) formally documents the methodology agreed upon by both parties for calculating the lease payment adjustment when the required October 2025 CPI data is unavailable.

Using this methodology, the annual CPI adjustment is calculated at 2.49%, resulting in an increase to the quarterly lease payment from \$4,017.00 to \$4,117.02. The MOU also establishes that this estimated October 2025 CPI value will be used for the subsequent October 2025 to October 2026 adjustment period, after which the lease will return to the standard October-to-

October methodology beginning with Fiscal Year 2027 Quarter 3, provided the required CPI data is available.

Administrative Clarifications

In addition to documenting the CPI adjustment methodology, the MOU establishes consistent administrative procedures for quarterly lease payments. Beginning with the July 2026 payment, the City of Yuba City will provide RWMA with a written invoice for each quarterly lease payment. Following payment, the City will provide written confirmation acknowledging receipt of payment.

These administrative procedures are intended to strengthen financial documentation, improve consistency between the City's and RWMA's accounting records, and support future audit and financial reporting requirements.

FISCAL IMPACT

The quarterly HHW Facility lease payment adjustment has already been implemented for Fiscal Year 2026, Quarters 3 and 4, in accordance with the proposed CPI adjustment methodology. Additionally, the adjusted lease payment amount has been incorporated into the Regional Waste Management Authority's recently adopted Fiscal Year 2026–27 Budget.

As a result, approval of the Memorandum of Understanding does not result in any additional fiscal impact beyond what has already been budgeted.

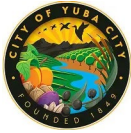
RECOMMENDATION

Staff recommends that the Board:

1. Approve the Memorandum of Understanding between the Regional Waste Management Authority and the City of Yuba City documenting the methodology used to calculate the Household Hazardous Waste Facility lease payment adjustment due to the unavailability of October 2025 CPI data.
2. Authorize the Executive Director to execute the Memorandum of Understanding and any related documents necessary to implement the Board's direction.

ATTACHMENTS

- **Attachment I** – Memorandum of Understanding for the Household Hazardous Waste Facility Rate Adjustment Between the City of Yuba City and the Regional Waste Management Authority.



REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City



MEMORANDUM OF UNDERSTANDING FOR THE HAZARDOUS HOUSEHOLD WASTE FACILITY RATE ADJUSTMENT BETWEEN THE CITY OF YUBA CITY AND THE REGIONAL WASTE MANAGEMENT AUTHORITY

The RWMA and the City of Yuba City ("City") are parties to the Household Hazardous Waste Facility Lease Agreement for the property located at 134 Burns Drive, Yuba City, California. The Lease Agreement specifies that annual lease payment adjustments are based on the percentage change in the Consumer Price Index ("CPI") from October to October using the San Francisco–Oakland–San Jose Metropolitan Statistical Area index published by the United States Department of Labor, Bureau of Labor Statistics ("BLS").

During review of the 2025 CPI adjustment, RWMA staff identified an issue affecting the availability of the October 2025 CPI data needed for the standard lease adjustment calculation. Due to a lapse in federal appropriations, BLS could not completely collect October 2025 reference period survey data and was unable to retroactively collect the missing data. As a result, the October 2025 CPI data required for the standard October-to-October comparison is unavailable.

To address the missing October 2025 data, we applied the factor by which the most recent prior index increased over the same reporting period from 2024 to 2025. In this BLS series, the most recent prior comparable reporting period is August 2024 to August 2025. Using this methodology, the calculated percentage increase between the August 2024 and August 2025 CPI values is 2.49%.

This percentage increase will be applied to the October 2024 CPI value to calculate an estimated October 2025 CPI amount. R3 determined this methodology is historically the closest to accurate for projecting an average annual value using the best available and valid BLS data and most closely aligns with the intent of the Lease Agreement adjustment provisions.

Using the methodology described above, the resulting CPI adjustment is calculated as follows:

Item	Amount
Previous Quarterly Lease Payment	\$4,017.00
Percentage Change (Increase)	2.49%
New Quarterly Lease Payment	\$4,117.02

For Fiscal Year 2026 Q3 and Q4 and Fiscal Year 2027 Q1 and Q2 lease payment adjustments, the Parties agree to use the methodology described in this MOU due to the lack of data for the October 2025 CPI reporting period. The Parties further agree that this estimated October 2025

CPI value will also be used for future lease payment adjustments, including the October 2025 to October 2026 CPI adjustment.

Beginning with future adjustment periods, starting in Fiscal Year 2027 Q3, the Parties intend to resume the standard October-to-October CPI calculation methodology specified within the Lease Agreement, provided the required CPI data is available from BLS. The RWMA will provide the City with the CPI calculation adjustment by March 1 annually, beginning on March 1, 2027.

Additionally, beginning in July 2026, for the quarterly lease payment for the period July 1, 2026 through September 30, 2026, and quarterly thereafter, the City shall provide RWMA with a written invoice for each quarterly lease payment due under the Lease Agreement, and RWMA shall continue processing payments in accordance with the Lease Agreement. Upon receipt of payment, the City shall provide RWMA with written confirmation for accounting and audit purposes.

The undersigned acknowledge and agree to the terms of this Memorandum of Understanding.

CITY OF YUBA CITY

REGIONAL WASTE MANAGEMENT AUTHORITY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agenda Item V. - B

STAFF REPORT

AUTHORIZATION TO APPLY FOR CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) USED OIL PAYMENT PROGRAM APPLICATION FOR FY 2026/2027 (OPP CYCLE 17)

BACKGROUND

The California Department of Resources Recycling and Recovery (CalRecycle) has released the online application for the Used Oil Payment Program (OPP Cycle 17) for Fiscal Year 2026/2027. Applications were due by June 30, 2026, with resolutions being due on July 29, 2026.

Staff is requesting that the Board adopt the attached resolution authorizing the submittal of a regional funding application on behalf of the Regional Waste Management Authority (RWMA). As the Lead Agency, the RWMA will submit a regional application on behalf of its six member jurisdictions: the Cities of Live Oak, Marysville, Wheatland, and Yuba City, and the Counties of Yuba and Sutter. Letters of authorization from the participating jurisdictions are not required for this regional application.

CalRecycle has not yet released final funding allocations for OPP Cycle 17. Based on previous funding cycles, staff anticipates funding levels to remain generally consistent with recent years. Minimum allocations are expected to continue to be \$5,000 for cities and \$10,000 for counties, with larger jurisdictions receiving allocations based on population. Final award amounts will be determined by CalRecycle following review of all eligible applications.

The proposed work program will continue to focus on activities eligible under the Used Oil Payment Program, including:

- Public education and outreach promoting used oil and used oil filter recycling;
- Collection, transportation, recycling, and proper management of used oil and used oil filters through the Yuba-Sutter Household Hazardous Waste Facility; and
- Other eligible activities consistent with CalRecycle's Used Oil Payment Program Guidelines.

Upon notification of the final award amount, staff will administer the program in accordance with the approved grant agreement and applicable CalRecycle requirements. Should the awarded funding exceed current projections, staff will allocate the additional funds toward eligible outreach, education, and collection activities consistent with the program guidelines.

FISCAL IMPACT

There is no fiscal impact associated with submitting the grant application.

If awarded, grant funds will be incorporated into the appropriate fiscal year budget and expended in accordance with the CalRecycle grant agreement and applicable program guidelines. Any required budget adjustments will be presented to the Board through the normal budget amendment process.

RECOMMENDATION

Staff recommends that the Board:

1. Adopt Resolution No. 3-26 authorizing the submittal of a regional application to the California Department of Resources Recycling and Recovery for the Used Oil Payment Program (OPP Cycle 17, Fiscal Year 2026/2027).
2. Authorize the Executive Director, or designee, to execute all grant-related documents necessary to implement the program if funding is awarded.

ATTACHMENTS

- Attachment I – Resolution No. 3-26 Authorizing the Submittal of a Regional Application to CalRecycle for the Used Oil Payment Program (OPP Cycle 17, FY 2026/2027).

**REGIONAL WASTE MANAGEMENT AUTHORITY
RESOLUTION NO. 3-26**

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
(CALRECYCLE) USED OIL PAYMENT PROGRAM CYCLE 17, FY 2026/2027**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1 (g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority Cal Recycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, the payment program allows regional participation; and

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

NOW, THEREFORE, BE IT RESOLVED that the Regional Waste Management Authority is authorized to submit a Used Oil Payment Program regional application for Cycle 17, FY 2026/2027, on behalf of itself as Lead Agency and the following participants: Cities of Live Oak, Marysville, Wheatland and Yuba City and the Counties of Yuba and Sutter; and

BE IT FURTHER RESOLVED that the Executive Director, 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 this Resolution is effective until December 31, 2029.

The foregoing resolution was passed by the Regional Waste Management Authority this 16th day of July 2026. Effective July 16, 2026.

Chairperson
Regional Waste Management Authority

Date _____

ATTEST:

Clerk to the Board

Date _____

Agenda Item V. - C

STAFF REPORT

STANDING AUTHORIZATION FOR THE SUBMITTAL AND ADMINISTRATION OF GRANT FUNDING APPLICATIONS

BACKGROUND

The Regional Waste Management Authority (RWMA) routinely pursues grant and other funding opportunities to support regional waste reduction, recycling, household hazardous waste management, organics diversion, edible food recovery, used oil recycling, waste tire management, public education, infrastructure improvements, and other solid waste and environmental programs benefiting the RWMA member jurisdictions.

Historically, the RWMA has adopted separate Board resolutions authorizing the submittal of applications for individual grant and payment programs. This practice has been used for various funding opportunities administered primarily by the California Department of Resources Recycling and Recovery (CalRecycle), as well as other funding entities.

While individual grant programs may differ in purpose, eligibility, funding amount, and application requirements, the associated Board resolutions generally serve a similar administrative purpose: authorizing the RWMA to submit an application and designating the Executive Director, or designee, as the authorized representative for grant-related documents.

To streamline this process, staff has prepared Resolution No. 04-26 establishing a standing authorization for the submittal and administration of eligible grant and funding applications. The proposed resolution applies broadly to grants, payment programs, cooperative agreements, rebates, incentives, and other eligible funding opportunities administered by CalRecycle and other federal, state, regional, local, public, or private funding entities.

DISCUSSION

Adoption of Resolution No. 04-26 would authorize the RWMA to submit applications for eligible funding opportunities without requiring the Board to adopt a separate resolution for each individual application. The authorization would apply when the RWMA submits an application independently or serves as the Lead Agency on behalf of its member jurisdictions.

The resolution would also authorize the Executive Director, or designee, to prepare, submit, and execute grant applications and related administrative documents; execute grant agreements, amendments, certifications, assurances, payment requests, and reimbursement claims; accept awards when additional Board action is not otherwise required; and execute documents necessary to implement approved grant-funded projects in accordance with applicable funding requirements and the adopted RWMA Budget.

The proposed standing authorization is intended to improve administrative efficiency and allow staff to respond to funding opportunities within established application deadlines. In some

instances, grant programs operate under relatively short application periods or require governing body authorization before an application can be considered complete. A standing resolution would reduce the need to repeatedly schedule substantially similar authorization actions for Board consideration.

The resolution is not intended to eliminate Board oversight of grant-funded programs or authorize expenditures outside established RWMA authority. If a grant award requires a local funding match, a budget amendment, execution of a contract outside the Executive Director's purchasing authority, or another action reserved to the Board, staff would return to the Board for approval before acceptance or implementation.

Resolution No. 04-26 would supersede prior resolutions adopted solely for the purpose of authorizing grant applications. However, if a specific funding program expressly requires a separate program-specific resolution, staff would continue to bring the required resolution to the Board for consideration. The standing authorization would remain effective until amended or rescinded by the Board.

FISCAL IMPACT

Adoption of Resolution No. 04-26 does not result in a direct fiscal impact to the RWMA.

Any future grant or funding award requiring a local match, budget amendment, expenditure outside existing budget authority, or other financial action reserved to the Board would be presented to the Board for separate consideration and approval prior to acceptance or implementation.

RECOMMENDATION

Staff recommends that the Board adopt Resolution No. 04-26, establishing standing authorization for the Regional Waste Management Authority to submit applications for eligible grant and funding opportunities and delegating authority to the Executive Director, or designee, to execute related grant documents, subject to the limitations and Board oversight provisions contained within the Resolution.

ATTACHMENTS

- **Attachment I** – Resolution No. 04-26, A Resolution of the Board of Directors of the Regional Waste Management Authority Authorizing the Submittal of Applications for Grant Funding and Delegating Authority.

**REGIONAL WASTE MANAGEMENT AUTHORITY
RESOLUTION NO. 04-26**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL WASTE
MANAGEMENT AUTHORITY AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR
GRANT FUNDING AND DELEGATING**

WHEREAS, the Regional Waste Management Authority ("RWMA") routinely pursues grant funding opportunities to support waste reduction, recycling, household hazardous waste management, organics diversion, edible food recovery, used oil recycling, waste tire management, public education, infrastructure improvements, and other solid waste, recycling, and environmental programs that benefit the member jurisdictions; and

WHEREAS, grant funding opportunities are made available by the California Department of Resources Recycling and Recovery (CalRecycle), the California Environmental Protection Agency, other State agencies, Federal agencies, regional organizations, nonprofit organizations, and other public and private funding entities; and

WHEREAS, many grant programs require a governing body resolution authorizing the submission of grant applications and designating an authorized representative to execute grant-related documents; and

WHEREAS, adopting a single standing resolution will improve administrative efficiency by eliminating the need to adopt separate resolutions for each individual grant application while maintaining Board oversight of grant-funded programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Regional Waste Management Authority hereby authorizes the submission of applications for any grant, payment program, cooperative agreement, rebate, incentive, or other funding opportunity administered by CalRecycle or any other federal, state, regional, local, public, or private funding agency for which the RWMA is eligible, whether applying independently or as the Lead Agency on behalf of its member jurisdictions.

BE IT FURTHER RESOLVED that the Executive Director of the Regional Waste Management Authority, or his or her designee, is hereby authorized and empowered to:

1. Prepare, submit, and execute grant applications;
2. Execute grant agreements, amendments, certifications, assurances, payment requests, reimbursement claims, and any other documents necessary to secure and administer grant funding;
3. Accept grant awards on behalf of the RWMA when such acceptance does not require additional Board action by law, grant condition, or RWMA policy;
4. Execute all documents necessary to implement approved grant-funded projects in accordance with applicable grant requirements and the adopted RWMA Budget.

BE IT FURTHER RESOLVED that whenever a grant award requires a local match, budget amendment, execution of a contract outside the Executive Director's purchasing authority, or other action reserved to the Board, staff shall return to the Board for approval prior to acceptance or implementation of the grant.

BE IT FURTHER RESOLVED that this Resolution supersedes all previous grant application authorization resolutions adopted solely for the purpose of authorizing grant applications, unless a specific grant program expressly requires a separate program-specific resolution.

BE IT FURTHER RESOLVED that this Resolution shall remain in effect until amended or rescinded by the Board of Directors.

The foregoing resolution was passed by the Regional Waste Management Authority this 16th day of July 2026. Effective July 16, 2026.

Chairperson		
Regional Waste Management Authority		

ATTEST:		
Clerk to the Board		

Agenda Item V. - D

STAFF REPORT

FIRST AMENDMENT TO THE FUNDING AGREEMENT BETWEEN THE REGIONAL WASTE MANAGEMENT AUTHORITY AND THE YUBA-SUTTER FOOD BANK TO SUPPORT EXPANDED TIER 1 AND 2 EDIBLE FOOD RECOVERY CAPACITY

BACKGROUND

On February 10, 2026, the Regional Waste Management Authority (RWMA) executed a Funding Agreement with the Yuba-Sutter Food Bank (YSFB) to support the expansion of Tier 1 and Tier 2 edible food recovery capacity in accordance with Senate Bill (SB) 1383. The agreement provides financial assistance using RWMA surcharge funds to increase regional edible food recovery capacity and support compliance with California's edible food recovery requirements.

The original agreement established an initial term from January 1, 2026, through June 30, 2026, with the option to extend the agreement for an additional twelve (12) months, contingent upon approval of the RWMA Fiscal Year 2026–27 Budget and mutual written agreement by both parties. At its May 21, 2026 meeting, the RWMA Board adopted the Fiscal Year 2026–27 Budget, which includes funding to continue support for regional edible food capacity efforts.

DISCUSSION

A First Amendment was prepared for the Funding Agreement to continue the partnership with the Yuba-Sutter Food Bank, consistent with the extension provisions included in the original agreement.

The proposed amendment has been reviewed by RWMA legal counsel and includes the following revisions:

- **Section 2 – Term:**
 - Extends the agreement expiration date from June 30, 2026, to June 30, 2027.
- **Section 3 – Financial Provisions:**
 - Continues RWMA financial support in the amount of \$100,000 per quarter from July 1, 2026, through June 30, 2027, for a total not-to-exceed amount of \$400,000 during Fiscal Year 2026–27.
 - Clarifies that YSFB will invoice RWMA on a quarterly basis, and RWMA will issue payment quarterly within thirty (30) days of the invoice date, subject to submission and approval of the required invoice and supporting documentation.
- **Section 5 – Reporting and Compliance:**
 - Modifies the reporting schedule from monthly to quarterly. Quarterly reports will be due to the RWMA on October 10, January 10, April 10, and July 10.
 - This change is intended to reduce administrative burden while continuing to provide the RWMA with the information necessary to monitor program performance, funding expenditures, and SB 1383 compliance activities. The original agreement currently requires monthly reporting.

The amendment does not modify the overall purpose or scope of the agreement. The Yuba-Sutter Food Bank will continue utilizing the funding to expand edible food recovery capacity, support Tier 1 and Tier 2 commercial edible food generators, increase food recovery and redistribution efforts throughout the region, and assist the RWMA and its member agencies' compliance with edible food recovery.

FISCAL IMPACT

The Fiscal Year 2026–27 RWMA Budget includes up to \$400,000 in surcharge funding to continue the edible food recovery partnership with the Yuba-Sutter Food Bank. Approval of the First Amendment does not require an additional appropriation, as the funding has already been included in the adopted Fiscal Year 2026–27 Budget.

RECOMMENDATION

Staff recommends that the Board:

1. Approve the First Amendment to the Funding Agreement between the Regional Waste Management Authority and the Yuba-Sutter Food Bank.
2. Authorize the Executive Director to execute the First Amendment extending the agreement through June 30, 2027, updating the funding provisions, and revising the reporting requirements as presented.

ATTACHMENTS

- Attachment I – First Amendment to the Funding Agreement Between the Regional Waste Management Authority and the Yuba-Sutter Food Bank.
- Attachment II – Funding Agreement Between the Regional Waste Management Authority and the Yuba-Sutter Food Bank.

**AN AGREEMENT BETWEEN THE REGIONAL WASTE MANAGEMENT AUTHORITY AND
THE YUBA-SUTTER FOOD BANK AMENDING AND EXTENDING THE TERM OF AN
EXISTING AGREEMENT THROUGH JUNE 30, 2027**

This Amendment (“Amendment”) is entered into by and between the Regional Waste Management Authority (RWMA) and the Yuba-Sutter Food Bank (YSFB) based upon the matters set forth herein.

RECITALS

- A. The Parties previously entered into that certain “Funding Agreement between the Regional Waste Management Authority and the Yuba-Sutter Food Bank” effective January 1, 2026 (the “Original Agreement”) a copy of which is attached hereto and incorporated herein as Exhibit A for reference.
- B. Pursuant to the Original Agreement, YSFB used funds received from RWMA to exclusively support Tier 1 and Tier 2 edible food recovery capacity expansion in alignment with SB 1383 requirements.
- C. The Parties desire by this Amendment to extend the effective date of the Original Agreement and make other changes as specified herein.

Section I.

Incorporation of Recitals

The foregoing Recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

Section II.

Extension of Date of Termination

Section 2 of the Original Agreement (Term) provided that such Agreement would terminate June 30, 2026. As a result of this Amendment, the Term of the Original Agreement is extended through and including June 30, 2027.

Section III.

Financial Provisions

Section 3 of the Original Agreement provided for RWMA to disburse certain grant funds to YSFB. Those provisions are amended to provide that RWMA shall disburse grant funds to YSFB in the amount of \$100,000 per quarter from July 1, 2026 through June 30, 2027, for a total disbursement in fiscal year 2027 of up to Four Hundred Thousand Dollars (\$400,000) Payments shall be made within thirty (30) days of an invoice date, subject to submission and approval of invoices, reports and documentation as required by the Original Agreement.

Section IV.
Reporting and Compliance

Section 5 of the Original Agreement (Reporting and Compliance) provided for Reporting and Compliance on a monthly basis. By this Amendment, YSFB shall report to RWMA quarterly. Reporting and Compliance reports shall be provided to RWMA October 10, 2026, January 10, 2027, April 10, 2027, and July 10, 2027.

Section V.
Terms of Original Agreement Not Amended Remain in Full Force and Effect

Except as modified by this Amendment, the terms of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date set forth below:

Date: _____

YUBA-SUTTER FOOD BANK

By: _____
Maria Ball, its Executive Director

Date: _____

REGIONAL WASTE MANAGEMENT AUTHORITY

By: _____
Carrie Baxter, its Executive Director

EXHIBIT A

FUNDING AGREEMENT
Between the Regional Waste Management Authority and
the Yuba-Sutter Food Bank

For Use of Fiscal Year 2026 Surcharge Funds to Support Expanded Tier 1 and
Tier 2 Edible Food Recovery Capacity

Effective Date: January 1, 2026

1. Purpose

This Grant Funding Agreement ("Agreement") is entered into by and between the Regional Waste Management Authority (RWMA), a Joint Powers Authority, and the Yuba-Sutter Food Bank (YSFB), a nonprofit organization.

The purpose of this Agreement is to establish a legally binding funding mechanism through which RWMA may provide grant funding to qualified service providers for the provision of edible food recovery services and expansion of Tier 1 and Tier 2 edible food recovery capacity in compliance with Senate Bill 1383, as more specifically described in Exhibit A.

Nothing in this Agreement shall be construed to create an exclusive relationship between RWMA and YSFB. RWMA reserves the right to enter into similar funding agreements with other public agencies, nonprofit organizations, or private entities.

2. Term

This Agreement shall be effective January 1, 2026, and shall terminate on June 30, 2026, unless extended or terminated earlier by either party.

This Agreement may be extended for an additional twelve (12) months, through June 30, 2027, contingent upon approval of RWMA's FY 2027 budget and mutual written agreement by both parties.

3. Financial Provisions

RWMA shall disburse grant funds to YSFB in the amount of One Hundred Thousand Dollars (\$100,000.00) per quarter from January 2026 through June 2026, for a total disbursement in FY 2026 of up to Two Hundred Thousand Dollars (\$200,000.00).

Payments shall be made on or about the twenty-fifth (25th) business day of the last month of the quarter, subject to submission and approval of invoices, reports, and documentation as required by this Agreement and Exhibit A.

Funds shall be used solely for purposes described in Section 4 and Exhibit A. Any unused funds at the end of the term shall not be carried forward without prior written approval of RWMA.

4. Project Description

YSFB agrees that all funds received under this Agreement shall be used exclusively to support Tier 1 and Tier 2 edible food recovery capacity expansion in alignment with SB 1383 requirements, as set forth in Exhibit A.

YSFB shall submit a scope of work and budget for RWMA review and approval. RWMA may approve, modify, or reject proposed activities in its sole discretion.

5. Reporting and Compliance

YSFB shall provide documentation and reports demonstrating the appropriate use and measurable impact of grant funds. The initial reporting period shall be monthly and reports shall be received by RWMA on the 10th of each month.

Reports may include hours worked, activities completed, pounds of edible food recovered, number of recipients served, proof of expenditures, and narrative progress updates. Any changes to reporting requirements must be approved in writing by RWMA.

6. Recordkeeping

YSFB shall maintain all financial and programmatic records related to this Agreement for a period of five (5) years following termination. Records shall be made available for inspection or audit by RWMA or its designee upon reasonable notice.

7. Termination

Either party may terminate this Agreement with 30 days' written notice. RWMA may terminate this Agreement immediately upon written notice in the event of a material breach.

Within 45 days of termination, YSFB shall submit all outstanding reports and return any unspent funds to RWMA.

8. Indemnification

To the fullest extent permitted by law, YSFB shall indemnify, defend, and hold harmless RWMA, its officers, employees, agents, and officials from any and all claims, liabilities, losses, and expenses arising out of or related to the performance of this Agreement.

9. Conflict of Interest

YSFB warrants that, to the best of the YSFB's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the YSFB has already disclosed all such relevant information. YSFB shall not employ or contract with a person having such an interest in the performance of this Agreement.

YSFB agrees that if an actual or potential conflict of interest is discovered after award, the YSFB will make a full disclosure in writing to the RWMA. This disclosure shall include a description of actions which the YSFB has taken or proposes to take, after consultation with the RWMA to

avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the YSFB shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the RWMA.

No officer, member or employee of The RWMA and no member of the RWMA governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither YSFB nor any member of any YSFB's family shall serve on any The RWMA board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises YSFB's operations or authorizes funding to YSFB.

Nature of Agreement

This Agreement is a legally binding contract and creates enforceable obligations between the parties. It does not create a partnership, joint venture, or exclusive relationship.

Authorized Signatures

For Regional Waste Management Authority (RWMA):

Name: Carrie Baxter
Title: Executive Director
Signature:

Carrie Aglubat Baxter

Date:

For Yuba Sutter Food Bank:

Name: Maria Ball
Title: Executive Director
Signature:

Maria Ball

Maria Ball (Feb 9, 2020 15:06:37 PST)

Date:

Exhibit A – Grant Project Description

Background

RWMA administers surcharge funds to support compliance with Senate Bill 1383 and to expand edible food recovery capacity within its jurisdiction. YSFB has applied for grant funding and RWMA has determined that YSFB is qualified to receive grant funds.

Eligible Uses

Eligible uses include, but are not limited to:

- a. Equipment purchases (e.g., cold storage units, shelving, bins, scales, pallet jacks, food processing tools, or pallets).
- b. Equipment to facilitate transport of food, such as vehicles, reusable crates and cooling blankets.
- c. Infrastructure improvements related to food collection, storage, or distribution.
- d. Staffing or operational costs directly tied to expanded food recovery capacity.
- e. Technology, outreach, or logistics that enhance edible food recovery and redistribution efficiency.

Funds shall not be used for unrelated administrative, programmatic, or non-food recovery work. RWMA shall review the submitted scope of work and budget within 10 business days of submittal. If the application is approved by the RWMA, the funding will be awarded to the YSFB.

Payment and Reporting Schedule

Monthly payments are subject to receipt and approval of a fully executed agreement, proof of insurance, W-9, monthly progress reports, financial reports, performance metrics, and an approved invoice.

Exhibit B - Insurance

1. During the life of this Agreement, YSFB and all YSFB contractors funded by the grant shall maintain the following minimum insurance:
 - a. Comprehensive general liability (CGL) insurance: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.
 - c. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this Agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Agency, its employees or agents.

YSFB shall submit to The RWMA certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. The RWMA has the right to require YSFB's insurer to provide complete, certified copies of all required insurance policies. YSFB shall not cancel, assign, or change any policy of insurance required by this Agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to The RWMA. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, the YSFB shall immediately provide written notice to the RWMA and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves YSFB of its obligation to maintain all insurance required by this Contract at all times during the term of the Agreement.

2. As to all of the policies of insurance listed above, the following shall apply:
 - a. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the RWMA. At the option of the RWMA, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RWMA, its officers, officials and employees; or (2) the YSFB shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- b. The RWMA as Additional Insured. The RWMA, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the YSFB; any products and completed operations of the YSFB, premises owned, occupied or used by the YSFB, or automobiles owned, leased, hired or borrowed by the YSFB. The coverage shall contain no special limitations on the scope of the protection afforded to the RWMA, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. For any claims related to this project, YSFB's insurance coverage shall be primary insurance as respects The RWMA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by The RWMA, its officers, officials, employees, or volunteers shall be excess of YSFB's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to The RWMA's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on The RWMA's own form. Additional insured coverage does not apply to errors and omissions insurance.
- c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - i. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the RWMA, its officers, officials, employees or volunteers.
 - ii. The YSFB's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Insurer Rating. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of The RWMA (if agreed to in a written contract or Agreement) before the RWMA's own Insurance or self-insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. YSFB agrees to include in all contracts for work funded by this Agreement the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope

of the contractor's work. Contractors hired by YSFB shall agree to be bound to YSFB and The RWMA in the same manner and to the same extent as YSFB is bound to The RWMA under this Agreement and YSFB shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All contractors shall provide YSFB with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and YSFB will provide proof of compliance to The RWMA.

3. YSFB hereby grants to The RWMA a waiver of any right to subrogation which any insurer of YSFB may acquire against The RWMA by virtue of the payment of any loss under such insurance. YSFB agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether The RWMA has received a waiver of subrogation endorsement from the insurer.
4. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, YSFB shall immediately notify The RWMA by telephone. YSFB shall promptly submit to The RWMA a written report, in such form as may be required by The RWMA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of YSFB's contractor, if any; (3) name and address of YSFB's liability insurance carrier; and (4) a detailed description of accident and whether any of The RWMA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

All Insurance modifications must be approved by the RWMA's Contract Administrator

This Section is for use by RWMA Only

Insurance Modification Approved

(Yes) _____ (No) _____

Date Approved _____ (CAS Initials) _____

Type of Insurance Waived or Reduced:

Automotive Liability (Auto) _____

Worker's Comp (W/C) _____

Professional Liability (P/L) _____