

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

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

Regular Session

Tuesday July 21, 2015

3:30 PM

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

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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8 A.M. and 5 P.M. Monday through Friday OR online at www.recycledelnorte.ca.gov

For more information call 465-1100 or email dnswwma@recycledelnorte.ca.gov

3:30 PM CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

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

OPEN SESSION ITEMS:

1. CONSENT AGENDA

- 1.1 Approve minutes, Regular Session, Tuesday, June 16, 2015. **
- 1.2 Acknowledge Beverage Container Block Grant Applications for FY 15/16. **
- 1.3 Acknowledge and file 01 July 2015 letter from CalRecycle granting a reduction to the PostClosure Financial Assurance Multiplier for the Crescent City Landfill. **
- 1.4 Approve budget transfer for FY 14/15 in the amount of \$17,018.02. **

END CONSENT AGENDA

DISCUSSION/ACTION ITEMS

2. LANDFILL POSTCLOSURE

- 2.1 Discussion and possible action regarding received Proposals for Water Quality Engineering Analysis regarding the Crescent City Landfill. **

3. COLLECTIONS FRANCHISE

- 3.1 Receive and file and other possible action regarding financial reports submitted by Recology Del Norte for the periods ending September 2014 and September 2013. **

4. TRANSFER STATION

- 4.1 Acknowledge and file No Exposure Certification regarding stormwater management, monitoring and reporting at the Del Norte County Transfer Station. **

5. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 5.1 Discussion and possible action regarding direction from the Commissioners of the Del Norte Solid Waste Management Authority to the Del Norte Solid Waste Task Force. **
- 5.2 Discussion and possible action regarding potential changes to the Authority By-laws and Code of Ethics. **
- 5.3 Discussion and possible action regarding the Authority's response to the 2014 / 2015 Grand Jury Report regarding the Del Norte Solid Waste Management Authority. **
- 5.4 Discussion and possible action regarding a draft Coastal Voices submittal to the Editor of the Del Norte Triplicate, as suggested by Chair Holley. **
- 5.5 Discussion and possible action regarding Letter of Engagement with Patel & Associates, LLP to complete the external audit of the Del Norte Solid Waste Management for Fiscal Year 2014 / 2015 for an amount not to exceed \$10,500.00 **

6. DIRECTOR'S & TREASURER'S REPORTS

Agenda items 6.1 through 6.5 are provided for information only

- 6.1 Director's Report **
- 6.2 Treasurer/Controller Report for May 2015 **
- 6.3 Claims approved by Director for June 2015 **
- 6.4 Monthly Cash and Charge Reports for June 2015 **
- 6.5 Earned Revenue Comparisons between FY13/14 and FY14/15 **

ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

- 7. Discussion and possible action regarding proposals received for Towing, Storage, Recovery and Disposal of Abandoned Vehicles. **

8. ADJOURNMENT

Adjourn to the next meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M., July 21, 2015 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

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

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

Regular Session, Tuesday June 16, 2015, 3:30 PM

PRESENT: Commissioner Ron Gastineau
Commissioner Roger Gitlin
Commissioner Angela Glore, Secretary
Commissioner Rick Holley, Chair
Commissioner Martha McClure, Vice Chair
Legal Counsel Martha Rice
Director Tedd Ward

ABSENT: Treasurer / Controller Richard D. Taylor

ALSO PRESENT: Kathy Brewer, Authority Clerk
Kathryn Murray, Crescent City Councilperson
Wes White, Hambro/WSG
Jeremy Herber, Recology Del Norte
Joel Wallen, Hambro/WSG

3:30 PM CALL MEETING TO ORDER

Chairman Holley called the meeting to order in regular session at 3:35 p.m.

PLEDGE OF ALLEGIANCE AND ROLL CALL

The pledge was led by Chairman Holley. Roll was taken with all Commissioners present.

1. CLOSED SESSION ITEM:

**1.1 PUBLIC EMPLOYEE APPOINTMENT
(Gov't Code 54957) Title: Director**

The Chairman recessed the open meeting of the Del Norte Solid Waste Management Authority and convened in closed session at 3:37 p.m. The closed session was adjourned at 4:02 p.m. and the meeting reconvened immediately at 4:02 p.m. in open session. Counsel reported that no action was taken during closed session.

3:45 PM PUBLIC COMMENTS:

The following person(s) addressed the Authority: Elizabeth Henry, County resident, spoke in support of taking action based on the 2014 / 2015 Grand Jury Report. Kathryn Murray, City/County resident, also supported of taking action based on the 2014 / 2015 Grand Jury Report, suggesting that the Authority Board ask the Board of Supervisors to remove Commissioner Gitlin based on that report. Eileen Cooper, County resident, considering the content of the Grand Jury Report, expressed concern that some Board members continue to bring up past missing funds even after cash handling practices have changed, and that Mary Wilson continues to serve on the Del Norte Solid Waste Task Force.

OPEN SESSION ITEMS:

2. CONSENT AGENDA

- 2.1 Approve minutes, Regular Session, Tuesday, May 19, 2015.
- 2.2 Fourth of July Fee Waiver request from the Chamber of Commerce with respect to Authority Criteria and Policy for Authority-allocated bin pulls.
031205
- 2.3 Approve budget transfer in the amount of \$85,450.00. **022101**

END CONSENT AGENDA

There were no requests to delete, add, or pull items from the consent agenda.

On a motion by Commissioner Gastineau, seconded by Commissioner McClure, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the consent agenda, consisting of items 2.1-2.3, as presented.

DISCUSSION/ACTION ITEMS

3. LANDFILL POSTCLOSURE

- 3.1 Status report regarding the Authority's ongoing appeal of Waste Discharge Requirements fee from the State Water Resources Control Board. **230102**

Discussion was held regarding the Authority's ongoing appeal of Waste Discharge Requirements. The Board agreed by consensus to continue with the appeal process.

- 3.2 Discussion and possible release of a Request for Proposal for Water Quality Engineering Analysis regarding the Crescent City Landfill.
230102

On a motion by Commissioner Gitlin, seconded by Commissioner Glore, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority

approved release of a Request for Proposal for Water Quality Engineering Analysis regarding the Crescent City Landfill.

4. COLLECTIONS FRANCHISE

- 4.1 Discussion regarding assessment and payment of Finance Charges by Recology Del Norte for late payments of disposal and franchise fees. **031507**

Item 4.1 was informational only. Board Members were updated regarding Recology Del Norte's assessment and payment of Finance Charges associated with late disposal and franchise fee payments in May.

- 4.2 Status report regarding Recology's efforts to appoint or hire a General Manager for Recology Del Norte.

Jeremy Herber, Operations Manager for Recology Del Norte, reported that Ed Farewell continued to serve as Acting General Manager and that Randy Hanlon had been hired as Maintenance Manager.

5. TRANSFER STATION

- 5.1 Discussion and possible action regarding developing a program for commercial oil recycling at the Del Norte County Transfer Station. **150901**

Director Ward reported that recycling services for commercial used motor oil have not been available in Del Norte since Recology Del Norte discontinued providing such services. In the coming months the Authority would be using oil block grant funds to purchase equipment to enable pumping of used motor oil from drums at the Del Norte County Transfer Station. In coming months, staff intend to present a Change Order with Hambro / WSG and Rate Ordinance to establish commercial oil recycling services and associated fees.

6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 6.1 Discussion and possible action regarding a public hearing and approval of the Authority's budget for fiscal year 2015/2016. **022102**

Chairman Holley opened the Public Hearing at 4:32 p.m. Board members discussed repairs to the concrete floor of the main transfer station building. Elizabeth Henry, County resident, commented that she was glad to see professional services funded. She added that Boards (City and County) need to trust each other. Chairman Holley closed the Public Hearing at 4:45 p.m.

On a motion by Commissioner Gastineau, seconded by Commissioner McClure, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved the Authority's budget for fiscal year 2015/2016.

- 6.2 Discussion and possible action regarding adoption of Resolution 2015-05, A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY APPOINTING KATHERINE BREWER AS AUTHORITY CLERK. **031208**

On a motion by Commissioner Gitlin, seconded by Commissioner Glore, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted Resolution 2015-05, A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY APPOINTING KATHERINE BREWER AS AUTHORITY CLERK.

- 6.3 Discussion and possible action regarding Resolution 2015-06, A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY AUTHORIZING SUBMITTAL OF A REGIONAL USED OIL PAYMENT PROGRAM APPLICATION AS THE REGIONAL LEAD AGENCY, RELATED AUTHORIZATIONS AND IDENTIFICATION OF REGIONAL PARTICIPANTS, and submittal of related application for used oil recycling support funding for fiscal year 2015/2016. **150901**

On a motion by Commissioner Glore, seconded by Commissioner McClure, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted Resolution 2015-06, A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY AUTHORIZING SUBMITTAL OF A REGIONAL USED OIL PAYMENT PROGRAM APPLICATION AS THE REGIONAL LEAD AGENCY, RELATED AUTHORIZATIONS AND IDENTIFICATION OF REGIONAL PARTICIPANTS, and submittal of related application for used oil recycling support funding for fiscal year 2015/2016.

- 6.4 Discussion and possible action regarding Resolution 2015-07, A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY APPOINTING TEDD WARD DIRECTOR AND APPROVING THE DIRECTOR'S EMPLOYMENT AGREEMENT. **101501**

Chairman Holley announced some changes to the Director's Employment Agreement. The sections on Sick Leave and Vacation were to be reworded to match other County agreements regarding accrual of these benefits.

Discussion was held regarding salary, experience and termination.

On a motion by Commissioner Glore, seconded by Commissioner Gastineau, and carried on a polled vote with Commissioner Gitlin dissenting, the Del Norte Solid Waste Management Authority approved and adopted Resolution 2015-07, A RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY APPOINTING TEDD WARD DIRECTOR AND APPROVING THE DIRECTOR'S EMPLOYMENT AGREEMENT, with changes noted.

7. DIRECTOR'S & TREASURER'S REPORTS

Agenda items 7.1 through 7.5 are provided for information only

- 7.1 Director's Report **231501**
- 7.2 Treasurer/Controller Report for April 2015
- 7.3 Claims approved by Director for May 2015
- 7.4 Monthly Cash and Charge Reports for May 2015
- 7.5 Earned Revenue Comparisons between FY13/14 and FY14/15

The above-listed reports were presented and accepted.

8. ADJOURNMENT

Adjourn to the next meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M., July 21, 2015 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

There being no further business to come before the Authority, the Chairman adjourned the meeting at 5:14 p.m., until the next regularly scheduled meeting on July 21, 2015.

Richard Holley, Chair
Del Norte Solid Waste Management Authority

Date / /

ATTEST:

Dr. Angela Glore, Secretary
Del Norte Solid Waste Management Authority

Date / /

Submitted:

Katherine Brewer, Clerk
Del Norte Solid Waste Management Authority

Date / /



City/County Annual Payment Request System Funding Request

Del Norte County

Funding Request Cycle : FY 2014-2015	Submitted On: 6/23/2015	Eligible Funds: 10,000
Status: Recommended for Payment	Submitted By: Tedd Ward	
		Total Payment Amount: 10,000

Program Requirements

1) Provide a brief description of the proposed project(s) that you plan to implement with city/county payment program funds. Public Resources Code 14581 (a)(4)(B).

The Del Norte Solid Waste Management Authority plans on using the 2014/15 beverage container block grant funds to provide regular collections of beverage containers and other recyclables from County offices, promote beverage container recycling at community events with outreach materials and in advertisements, provide supplies and support for community cleanup events, and provide related training for Authority staff.

2) Please specify supermarket siting information pursuant to Public Resources Code 14581 (a)(4)(F).

Have you prohibited the siting of a supermarket site? :

No

Have you caused a supermarket to close its business? :

No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction? :

No

3) Are you currently participating in mediation mandated by AB 506 , have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

No

4) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(4)(C).

Yes, I Accept

Contacts				
Name	Contact Type	Title	Phone	Email
Mr. Tedd Ward	Funding Request, Secondary	Director	(707) 465-1100	tedd@recycledelnorte.ca.gov
Ms. Barbara Lopez	Primary	Tax Collector	(707) 464-7283	blopez@co.del-norte.ca.us

Addresses		
Address	Address Type	County
1700 State Street Crescent City, 95531	Mailing Payment Physical	Del Norte

Submitted Activities		
Activity Group	Activity Item	Budgeted Funds
Beverage Container Collection Programs	Government / Office Buildings	2,000
	Schools - Elementary	
	Schools - Middle	
	Schools - High	
	Community Events	
	Recycling Bins	
Litter Clean-up	Supplies - Liners / Bags / Gloves	1,000
	Public Parks / Recreational Areas Equipment / Supplies	
Advertising/Promotional	Billboards / Signs Print Ads / Flyers / Posters	2,000

1.2

Recycling Education	General Public Recycling Hotline / Website Exhibits / Booths	2,000
Personnel	Training	2,000
Recycled Content Products	Signs	1,000
Total:		10,000

Activity Expenditures		
Current Activity Group	Current Activity Item	Budgeted Funds
Beverage Container Collection Programs	Government / Office Buildings Schools - Elementary Schools - Middle Schools - High Community Events Recycling Bins Supplies - Liners / Bags / Gloves	2,000
Litter Clean-up	Public Parks / Recreational Areas Equipment / Supplies	1,000
Advertising/Promotional	Billboards / Signs Print Ads / Flyers / Posters	2,000
Recycling Education	General Public Recycling Hotline / Website Exhibits / Booths	2,000
Personnel	Training	2,000
Recycled Content Products	Signs	1,000
Total:		10,000



City/County Annual Payment Request System Funding Request

Crescent City

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2) Please specify supermarket siting information pursuant to Public Resources Code 14581 (a)(4)(F).

Have you prohibited the siting of a supermarket site? :

No

Have you caused a supermarket to close its business? :

No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction? :

No

3) Are you currently participating in mediation mandated by AB 506 , have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

No

4) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(4)(C).

Yes, I Accept

Contacts				
Name	Contact Type	Title	Phone	Email
Mr. Tedd Ward	Funding Request, Secondary	Director	(707) 465-1100	tedd@recycledelnorte.ca.gov
Mr. Eugene Palazzo	Primary	City Manager	(707) 464-7483	epalazzo@crescentcity.org

Addresses		
Address	Address Type	County
1700 State Street Crescent City, 95531	Mailing Payment Physical	Del Norte

Submitted Activities		
Activity Group	Activity Item	Budgeted Funds
Beverage Container Collection Programs	Public Parks / Recreational Areas	1,000
	Government / Office Buildings	
	Schools - Elementary	
	Schools - Middle	
	Community Events	
Litter Clean-up	Public Parks / Recreational Areas	500
	Community Events	
	Equipment / Supplies	
Advertising/Promotional	Media (TV, Radio, Video)	1,000
	Print Ads / Flyers / Posters	

Recycling Education	General Public Recycling Hotline / Website Recycling Guides / Booklets / Brochures Exhibits / Booths	1,000
Personnel	Training	1,000
Recycled Content Products	Signs	500
Total:		5,000

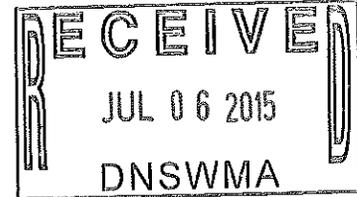
Activity Expenditures		
Current Activity Group	Current Activity Item	Budgeted Funds
Beverage Container Collection Programs	Public Parks / Recreational Areas Government / Office Buildings Schools - Elementary Schools - Middle Community Events	1,000
Litter Clean-up	Public Parks / Recreational Areas Community Events Equipment / Supplies	500
Advertising/Promotional	Media (TV, Radio, Video) Print Ads / Flyers / Posters	1,000
Recycling Education	General Public Recycling Hotline / Website Recycling Guides / Booklets / Brochures Exhibits / Booths	1,000
Personnel	Training	1,000
Recycled Content Products	Signs	500
Total:		5,000



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • WWW.CALRECYCLE.CA.GOV • (916) 322-4027
P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812

July 1, 2015



Mr. Tedd Ward, M.S.
Program Manager
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

PCM-Reduction/08-AA-0006-2015

RE: Reduction in Postclosure Maintenance Financial Assurance Multiplier for the Crescent City Landfill, County of Del Norte, Del Norte Solid Waste Management Authority, Facility No. 08-AA-0006

Dear Mr. Ward:

Title 27, California Code of Regulations (27 CCR), Division 2, Subdivision 1, Chapter 6, Subchapter 2, Article 2, section 22211(b) allows the Department of Resources Recycling and Recovery (CalRecycle), upon request by the operator, to review and allow for reductions in the postclosure maintenance multiplier on a one-for-one basis with the number of years of postclosure maintenance completed from closure funds.

CalRecycle's Financial Assurances Unit (FAU) reviewed your March 18, 2015 letter requesting a reduction in the postclosure maintenance multiplier. On February 8, 2007, the Remediation, Closure and Technical Services Branch (now identified as the Engineering Support Branch) determined that the County's March 17, 2006 Closure Certification Report met the requirements of 27 CCR section 21880. With the February 2007 acceptance of the Closure Certification Report, FAU can approve the reduction of the multiplier from the date of the approval, February 2007.

Pursuant to 27 CCR section 22211, CalRecycle hereby approves the reduction in the Crescent City Landfill postclosure maintenance multiplier to the 2015 multiplier of 22 times the approved annual postclosure maintenance cost estimate.

Please be aware, the Del Norte Solid Waste Management Authority must make a request annually for review and approval by CalRecycle for all subsequent reductions in the postclosure maintenance multiplier.

1.3

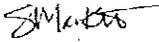


Mr. Tedd Ward, M.S., Program Manager
Del Norte Solid Waste Management Authority
Reduction in Postclosure Maintenance Financial Assurance Multiplier

Page 2

CalRecycle is committed to assisting you in complying with the financial assurance regulations and procedures. If you have any comments in this regard, please contact Mr. Richard Castle of the Financial Assurances Unit at (916) 341-6343.

Sincerely,



Susan Markie, Chief
Permitting & Assistance Branch
Waste Permitting, Compliance, and Mitigation Division

cc: Ms. Heidi Kunstal, County of Del Norte Community Development Dept.
Ms. Clinton Schaad, Auditor/Controller, County of Del Norte
Mr. Gina Morrison, North Coast Regional Water Quality Control Board
Mr. Andy Marino, Closure and Technical Support Section, CalRecycle
Mr. Nicholas Oliver, Permits and Assistance North Unit, CalRecycle
Mr. Richard Castle, Financial Assurances Unit, CalRecycle

Del Norte Solid Waste Management Authority Budget Transfer

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)		
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue	
Solid Waste	422	421	10010	Payroll	\$ 17,018.02		
Solid Waste	422	421	20140	Household Expense		\$ 52.00	
Solid Waste	422	421	20180	Maintenance		\$ 13.00	
Solid Waste	422	421	20227	Books / Subscriptions		\$ 15.00	
Solid Waste	422	421	20232	Data Processing / software		\$ 70.00	
Solid Waste	422	421	20238	TS collection		\$ 389.00	
Solid Waste	422	421	20239	Transfer Station Operations		\$ 10,362.00	
Solid Waste	422	421	20270	Minor Equipment		\$ 6,117.00	
Solid Waste	422	421	70530-25	Interfund - Repayment to County		\$ 0.02	
Department complete and send to Auditor's Office for transfer number					Total Amounts	\$ 17,018.02	\$ 17,018.02

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request can't be delayed to next budget year.

Department Head Signature _____
Date

AUDITOR'S OFFICE: SUFFICIENT BALANCES EXIST PER ABOVE

Date Deputy Auditor- Controller budget revision form
Classification Rev#

Auditor's Office: Sufficient balances exist per above
(Under \$100 Auditor's Office approves)

Deputy Auditor-Controller _____
Date

TR No. _____ Budget Revision No. _____

Includes Revenue Appropriation _____ Requires 4/5ths Vote

Passed by the Del Norte Solid Waste Management Authority on _____

Ayes:
Noes:
Absent:

Attest: Clerk of the Board

By: _____
Katherine Brewer

Richard Holley, Chair
Del Norte Solid Waste Management Authority

1.4



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

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

www.recycledelnorte.ca.gov

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

Staff Report

Date: 16 July 2015
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director
File Number: 230102 – WDR Fee Appeal
Topic: Proposals received to provide professional environmental services relating to the appeal of Waste Discharge Requirements Fees and updating the Waste Discharge Requirements for the Crescent City Landfill

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

1. Accept the proposal from Lawrence & Associates,
2. Direct staff to prepare a contract for the services described in Lawrence & Associates' proposal for an amount not to exceed \$23,787.00, and
3. Authorize appropriate signatures on that contract.

Background: The Authority released the Request for Proposals in June, with proposals due on 13 July 2015. Two proposals were received: one from SHN Engineers & Geologists from Eureka, CA, and another from Lawrence & Associates of Shasta Lake, CA.

Analysis: Both proposals were from appropriately qualified and experienced engineering firms, and both were fully responsive to the contents of the Request for Proposals. The total price for SHN's services as proposed would be \$29,850. Staff did not have time to check references prior to publication of this staff report, but intend to do so prior to the Authority meeting.

Lawrence & Associates comparable work experience and price were more suited to the Authority's needs than the SHN proposal.

Alternatives: Alternatively, the Board could direct staff to:
a. contract with SHN for these services at an increased cost,

2.1

10 February 2015

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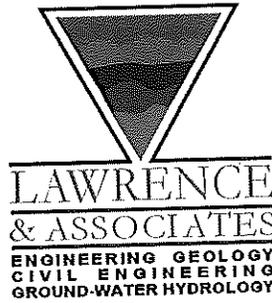
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- b. reject both proposals and issue another Request for Proposals
- c. reject both proposals and direct staff to continue the appeal of the Waste Discharge Requirements Fees through some other means.

Each of the above alternatives could be expected to increase costs, or delay progress the Authority's continuing appeal of the WDR fees, or both.

Fiscal Impacts: This expense would use \$23,787 of \$24,800 available from the professional services budget line. This budget line will require additional funds through a future budget transfer to address anticipated future expenses for an aerial survey of the landfill, for scale management system software support, and for the annual OPEB financial analysis.

Related Issues: The Authority has only paid \$30,625 of \$70,781 assessed for WDR permit fees regarding the Crescent City Landfill. The Authority has submitted appeal letters to the State Water Resources Control Board and the North Coast Regional Water Quality Control Board. The State Water Resources Control Board is empowered to assess additional fines of up to \$1,000 per day for non-payment of such fees.



P15063.00

July 10, 2015

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

Dear Mr. Ward:

**SUBJECT: PROPOSAL TO PROVIDE PROFESSIONAL ENVIRONMENTAL SERVICES RELATING TO
APPEAL OF WASTE DISCHARGE REQUIREMENT FEES AND UPDATING THE WDR,
CRESCENT CITY LANDFILL**

Lawrence & Associates is pleased to provide our proposal in response to your Request for Proposal (RFP) issued June 22, 2015. Four copies of our proposal are included herein.

Lawrence & Associates (L&A) has performed many landfill projects over the last 25 years, similar to the scope described in the RFP, and with the same staff that would work on the Crescent City Landfill project.

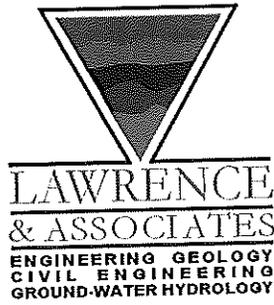
L&A is currently working on several sites in the North Coast Regional Water Quality Control Board (Region 1), including sites in Humboldt and Siskiyou counties. Our responsibilities at these sites in Region 1 have included review of water-quality data, recommendations for WDR updates, and general landfill engineering, including closure of the Cummings Road Landfill and clean closure of the associated burn-ash site, near Eureka. Because of this experience, we feel that L&A is very well suited for the Del Norte Solid Waste Management Authority's (DNSWMA) current project.

Thank you for the opportunity to provide a proposal for this work. We would be happy to meet with you to discuss the scope and cost, and tailor them to your needs, if you wish. Please do not hesitate to contact me at (530) 275-4800 or blampley@lwrnc.com if you have any questions regarding our proposal.

Sincerely,

Bonnie E. Lampley
President / Principal Hydrogeologist

enc.: 4 copies of the proposal (duplicated on 30% recycled paper)



P15063.00

**PROPOSAL TO
PROVIDE PROFESSIONAL
ENVIRONMENTAL SERVICES
FOR
CRESCENT CITY LANDFILL**

JULY 10, 2015

PREPARED FOR:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531

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Attachments

- A. Summary Table of Landfill Experience
- B. Organizational Chart and Resumes
- C. Exhibit A From RFP, Detailed Cost Estimate, & Current Fee Schedule

A. INTRODUCTION & PROJECT SCHEDULE

A.1. Introduction

Lawrence & Associates (L&A) is pleased to submit this proposal to provide professional environmental services for the Crescent City Landfill, as requested in the RFP issued June 22, 2015, by the Del Norte Solid Waste Management Authority (Authority or DNSWMA).

The Crescent City Landfill is located in the North Coast Region (Region 1, Santa Rosa office) of the Regional Water Quality Control Board (NCRWQCB). L&A has worked on several sites in Region 1, and currently has Region 1 landfill projects involving permitting and design.

The Region 1 site at which L&A is working that is most similar to the Crescent City Landfill is the Cummings Road Landfill near Eureka. For Cummings Road Landfill, L&A developed a comprehensive Joint Technical Document (JTD) for closure; managed construction of the 20.5-acre, \$4 million, Phase 1 closure cap project; and co-managed the \$2.5 million, clean closure of the Cummings Road Burn Ash Corrective Action Site. Our ongoing work at Cummings Road Landfill involves construction of the Phase 2 closure cap.

A.2. Project Schedule

We have reviewed the Schedule in Exhibit A of the RFP and have no comments. We have the staffing to meet the Authority's desired schedule.

B. QUALIFICATIONS

B.1. Experience

L&A has been in business in Shasta County, California for over 35 years. We have over 20 years' experience in solid-waste related work, including design, permitting, and construction management of landfills, landfill monitoring and control systems, transfer stations, and municipal recycling facilities. We also have design and project management experience for a wide variety of projects ranging from juvenile detention facilities to industrial facilities, with construction budgets well over \$4 million.

Attachment A presents a table specifically summarizing L&A's extensive experience in landfill-related work.

Our landfill work in Region 1 covers the full range of permitting, design, construction oversight, and monitoring required for solid waste management. As mentioned above, the Region 1 site at which we have worked and which most closely resembles the Crescent City Landfill is the Cummings Road Landfill (CRL) near Eureka.

The CRL had been in a type of permitting limbo for approximately eight years when L&A was first awarded the contract to prepare/update the Joint Technical Document for (JTD) the site. Like many rural landfills, the CRL began as a burn dump, then was converted to an unlined sanitary landfill, with more recent areas lined. Leachate and gas migration from the CRL had affected downgradient water quality, and there were several residential wells in the downgradient direction. Because there were residential wells directly downgradient of the CRL, the previous operator had constructed a domestic water supply system (turned over to and operated by the Humboldt Community Services District) and negotiated the signing of environmental releases and monetary compensation with the affected residents that were willing to hook up to the water system. Not all of them accepted the offer, although none of the residents are now using groundwater as a potable water supply. In spite of this, the CRL is assigned a threat/complexity rating of 1A.

The Humboldt Waste Management Authority (HWMA, owner of the CRL) desired to obtain updated Waste Discharge Requirements (WDR) so that closure of the landfill could proceed and monitoring might be reduced. Permitting documents previously had been prepared, but had not been accepted by Region 1 as adequate. L&A updated the JTD, which included updating the Closure Plans and Report of Waste Discharge, and fully addressed Region 1's previous concerns and comments, allowing the HWMA to obtain new WDR and proceed with closure.

As part of that work, L&A comprehensively evaluated water quality at the site, developing a conceptual model that related water quality changes over time with landfill activities, weather, and other factors. This allowed Region 1 staff (specifically Gina Morrison) to better understand how and where the landfill was affecting water quality, and gave them a level of comfort that the plans that L&A (and others, previously) developed for closure and corrective action would improve water quality.

The water-quality evaluation also allowed Region 1 staff to reduce the number of monitoring points by 35% in the new WDR. The total number of analytes was reduced between 10% and 25%, as some analytes were added and some removed.

L&A's other work in Region 1 includes providing landfill engineering and monitoring for the Siskiyou County landfills that are in Region 1, City of Ukiah Landfill, and Weaverville Landfill in Trinity County.

We have provided consulting services directly to the Santa Rosa office of Region 1, for the Sonoma Central Landfill. L&A provided peer review of the landfill expansion design, including review of liner and cap engineering and water-quality issues.

We provide similar services in other RWQCB regions, particularly in all areas of Region 5 (Central Valley) and Region 3 (Central Coast). We are currently working with the Redding

office of Region 5 to reduce the threat/complexity rating of a closed landfill in Shasta County. That work has just begun, and the Redding office has made no comment or decisions on either the process or outcome.

B.2. Organizational Chart and Resumes

Attachment B presents an organizational chart and resumes.

Ms. Bonnie Lampley will be the Project Manager. Ms. Lampley is the President and Principal Hydrogeologist of Lawrence & Associates, *CA Professional Geologist (PG) 6541 and CA Certified Hydrogeologist (HG) 626*. Ms. Lampley is responsible for corporate financial oversight and management of all ground- and surface-water projects, statistical and water-chemistry applications, and technical review of all reports. Ms. Lampley is the head of our groundwater division and is an authority on local and basin-wide hydrologic conditions throughout northern California. She oversees/conducts aquifer testing, groundwater/surface water resources assessments, groundwater modeling, and provides analysis of air-quality data and health-risk assessments in accordance with State regulations, and hydrogeologic technical support during litigation. Ms. Lampley also prepares statistical analysis of water-quality data and documents relating to environmental compliance. Some examples of Ms. Lampley's work include evaluation of the hydrogeology, development of monitoring programs, and preparation of Reports of Waste Discharge (ROWD) for numerous landfills across northern California (for example, Cummings Road Landfill (Humboldt), Tehama County Landfill, City of Redding, Shasta County West Central Landfill, Glenn County Landfill, Anderson Landfill, and many private landfills); numerous hydrogeological studies in northern California related to CEQA; and test-well design, logging, construction oversight, and water-quality evaluations for numerous municipal and private clients.

Ms. Lampley will be assisted by Mr. Clayton Coles, Vice President and Principal Engineering Geologist, *Professional Geologist (PG) 5007, Certified Engineering Geologist (CEG) 1730, Certified Erosion Control Specialist (CECS) 826*. Mr. Coles has been the project manager on most of the solid-waste projects conducted by L&A for the past 20 years. Mr. Coles has managed all aspects of solid-waste projects from conceptual planning, preparing permitting documents (JTD, Transfer/Processing Plans, facility plans, county siting elements, Storm-Water Pollution Prevention Plans {SWPPP}), preparing Initial Studies for California Environmental Quality Act (CEQA) review, developing contract documents and coordinating bidding, management of construction projects, and consulting regarding operation.

Mr. Coles designed the 32-acre closure cap for Cummings Road Landfill and developed a comprehensive JTD for the site. During the summer of 2012, L&A managed the construction of the Cummings Road Landfill Phase 1 closure cap construction project. In 2014, L&A was the lead consultant for clean closure of the burn-ash area adjacent to the Cummings Road Landfill.

All work at the Cummings Road Landfill is performed under the regulatory oversight of the North Coast Regional Water Quality Control Board (NCRWQCB).

Mr. Coles is currently providing services to the NCRWQCB for peer review of permitting and design documents developed by Sonoma County and Republic Waste Industries for expansion of the Sonoma Central Landfill, including a JTD, design report, and partial final closure plan. Mr. Coles is assisting NCRWQCB staff in preparation of the Waste Discharge Requirements for this facility.

Mr. Jesse Solorio: Senior Engineer, *Professional Engineer (PE) 65305*. Mr. Solorio's expertise is in civil design for public infrastructure, including landfills. Mr. Solorio designed the grading plan and provided the hydrology calculations for the Benton Airport runway safety overrun, developed the construction drawings and technical specifications for Benton Landfill, designed the closure grades and provided hydrology calculations for Cummings Road Landfill, designed the closure grades for Yreka Landfill, and designed the closure grades for Glenn County Landfill. Between 2012 and 2014, Mr. Solorio managed construction of the \$4 million, Phase 1 Cummings Road Landfill closure cap construction project and the \$2.4 million clean closure of the Cummings Road Burn Ash Corrective Action Site. He currently is overseeing the Phase 2 closure at Cummings Road Landfill.

Mr. Solorio has designed landfill-gas collection system expansions at John Smith Road Landfill in San Benito County and at Cold Canyon Landfill in San Luis Obispo County, among other sites. Mr. Solorio also provided construction management for these projects.

Mr. Karl Swanson: Associate geologist of Lawrence & Associates, *CA Professional Geologist (PG) 8969*. Mr. Swanson is responsible for preparing non-water related corrective action cost estimates, closure and post-closure cost estimates, preparing various reports required under *Assembly Bill 32 (AB 32)*, *Global Warming Solutions Act of 2006*, design and CQA for landfill gas-monitoring and extraction well projects, CQA for geomembrane installation, managing groundwater and perimeter-gas monitoring and reporting for various landfills in northern California, and preparing ROWD and closure and post-closure maintenance documents. Mr. Swanson has assisted in the preparation of numerous hydrogeological studies in northern California, designed and logged numerous monitoring and extraction wells, performed construction oversight, and prepared water-quality evaluations.

Mr. David Zaitz will be the CAD/Engineering Technician for this project. He has over 20 years' experience in civil design and surveying for solid-waste and other public-infrastructure projects. Mr. Zaitz has a strong background in surveying and construction staking that provide for complimentary drafting and design abilities.

Table 1 summarizes the roles of these key staff in the proposed work.

Table 1. Roles of Key Staff in Proposed Work

Staff	Title	Licenses	Task
Bonnie Lampley	President, Principal Hydrogeologist	PG, CHG	Project Manager: Review geologic and hydrogeologic data from the site; evaluate MRP; update MRP; report and letter preparation
Clayton Coles	General Manager, Principal Engineering Geologist	PG, CEG	Provide support as needed regarding landfill engineering, data evaluation, and preparation of appeal
Jesse Solorio	Senior Engineer	PE	Provide support as needed regarding landfill engineering, data evaluation, and preparation of appeal
Karl Swanson	Associate Geologist	PG	Review geologic and hydrogeologic data from the site; evaluate MRP; update MRP; report and letter preparation
Dave Zaitz	AutoCAD Manager		Draft figures

L&A maintains licenses in the following programs

- Microsoft Office Suite 2010
- Civil 3D (AutoCAD 2013)
- Arc-GIS version 10.1
- Spatial Analyst – 3-D Analyst
- Slope/W version 4.0
- Modflow, HEC-RAS, and other hydraulic models
- Adobe Acrobat Professional 12.0

L&A also has a full complement of groundwater and landfill-gas testing equipment for all aspects of landfill monitoring.

B.3. References

The following are four references for work L&A conducted that is similar to that proposed herein:

- ♦ Trinity County Solid Waste, Weaverville, California. L&A has provided various designs and regulatory reports for Weaverville Landfill, the Weaverville Transfer Station, and various Trinity County Facilities.

Client reference:

Ms. Diane Rader, Deputy Director of Solid Waste
 Trinity County Solid Waste
 Office (530) 623-1326
drader@trinitycounty.org

173 Tom Bell Road
 P.O. Box 2700
 Weaverville, CA 96093

- ♦ Siskiyou County General Services, Yreka, California. L&A has provided various designs and regulatory reports for Black Butte Landfill, Happy Camp Landfill, McCloud Landfill, Rogers Creek Landfill, Weed Landfill, and the Yreka Landfill and Transfer Station.

Client reference:

Mr. Randy Akana, Director
Siskiyou County Department of General Services
Office (530) 842-8250
rakana@co.siskiyou.ca.us

1312 Fairlane Road
P.O. Box 1127
Yreka, CA 96097

- ♦ Humboldt Waste Management Authority, Eureka, California. L&A has provided regulatory support and provided the designs for the Hawthorne Street Transfer Station, Cummings Road Landfill, and the Cummings Road Burn Ash Corrective Action Site.

Client reference:

Ms. Jill K. Duffy, Executive Director
Humboldt Waste Management Authority
Office (707) 268-8680
jduffy@hwma.net

1059 West Hawthorne Street
Eureka, CA 95501

- ♦ Waste Connections, Inc., El Dorado Hills, California. L&A has provided regulatory reports and provided the designs for various landfill-related projects at Avenal Landfill, Cold Canyon Landfill, John Smith Road Landfill, Potrero Hills Landfill, and Tehama County/Red Bluff Landfill.

Client reference:

Mr. Tom Reilly, California Engineering Manager
Waste Connections, Inc.
Office (916) 549-0443
TomR@WasteConnections.com

1385 Promontory Point Drive
El Dorado Hills, CA 95762

C. APPROACH

The following describes our approach to the various tasks requested in the RFP:

Task A. Appeal of WDR Fees & Threat / Complexity Rating

A1. Regulatory and appeal review

For Task A1, L&A will review laws, regulations, and related legal documents describing how WDR fees are assessed on closed landfills in California. We will survey each Region of the RWQCB to assess (1) what level of threat/complexity they generally assign to closed landfills in conditions similar to that of the Crescent City Landfill and (2) whether any entity has

successfully appealed a threat/complexity rating. As mentioned under Experience, L&A currently is assisting a client with an appeal of their threat/complexity rating in Region 5; that process has just begun, however, and there is no information on what Region 5 is considering in that matter.

A2. Review monitoring network, well logs, monitoring data; one site visit

Reviewing, and understanding, all historic and current site data encompasses a large part of the work that we propose. Understanding the landfill conditions and how they affect water quality is the fundamental issue to be addressed, in our opinion. Unless the NCRWQCB is convinced that the Authority has a handle on water quality conditions, and how they may or may not change in the future, they likely will not change their position on the threat/complexity rating or reduction of monitoring points or parameters.

As described above, under Experience, we would approach the Crescent City Landfill site in a similar manner to that we used for the Cummings Road Landfill. We would comprehensively evaluate water quality at the site, relating historical changes to landfill activities (ponds open, ponds closed, cover placed, etc.), landfill geometry (depth and extent of waste), overall weather, seasonal changes, landfill gas migration, and other factors that may become apparent as we proceed with the analysis. The goal is to develop a conceptual model that (1) explains the water quality conditions in relation to the landfill and (2) allows a qualitative prediction of future impacts on downgradient receptors.

Specific items that we would develop include groundwater elevation contour maps for the two aquifer zones that have been identified by others. Although groundwater maps are included in the monitoring reports, they do not appear to include all the information required by the NCRWQCB. For example, in the second-half 2014 report, no gradient is calculated or shown and the contours appear rather odd based on standard hydrogeologic principals. For the groundwater contours, one item that particularly caught our eye is the contours between well E3S and the new well E4S. There appears to be a significant difference in groundwater elevations between these points, which are relatively close together, leading to a distinct change in the direction of the groundwater gradient. In that an understanding of this area is critical to address NCRWQCB concerns about the downgradient wells to the northeast, it is important to understand what the difference is between these two wells. These are the types of things we will address in our work.

As part of the field visit for this task, we will measure depth to groundwater in the monitoring wells and sound their depth, to assess whether siltation has occurred. Region 1 staff often are concerned about siltation in monitoring wells. In our experience, siltation is not often a problem, but we will sound each well for depth to address their concern.

We will prepare other interpretive graphics to illustrate landfill conditions. For example, it is our experience that presenting visual representations, such as cross sections through the landfill, coupled with graphical analysis of water quality, is very effective at conveying hydrogeologic

conditions and impacts. Graphical analysis of water quality using trilinear diagrams or Stiff patterns is particularly effective at parsing out landfill impacts from natural conditions or other impacts. To construct these types of diagrams, it is necessary to analyze for the major ions (calcium, sodium, potassium, magnesium, chloride, nitrate, sulfate, bicarbonate and carbonate). These analyses typically are not expensive, and are a cost-effective way to interpret impacts (or the lack of impacts). It is likely that we would recommend analysis for these parameters at least one time.

A2.1. Recommendations regarding sampling network

Based on the results of Task A2, we will provide a list of recommendations regarding the adequacy of the overall sampling network. Recommendations could include eliminating some wells and/or adding new wells. We would strive to reduce the number of wells required to be monitored, so that the network will provide appropriate data with a minimum of points.

The deliverable for this task will be a table listing the wells, a statement of their current physical condition, recommendations for physical rehabilitation if necessary, and recommendations as to whether they should remain in the monitoring network. Recommendations for additional wells also will be included in the table, if necessary.

A2.2. Draft Sampling & Analysis Plan

L&A will prepare a draft sampling and analysis plan (SAP) for the Landfill. We will work with Authority staff to make the SAP user friendly for the field technicians that conduct the work. The most useful SAP act as a guidebook for field staff.

A3. Review possible WDR appeal approaches & strategies; two meetings

For Task A3, L&A will attend two meetings with Authority staff and/or Board to discuss appeal approaches. L&A, in conjunction with the Authority, would develop three approaches, based in large part on the results of Task A2. It is our opinion that any appeal approach must be based on solid facts and interpretation, gained through a comprehensive and rigorous review of landfill data and history, conducted using sound hydrogeologic and engineering principles.

It has been stated by others in previous documents for the site that the stratigraphy and hydrogeology at the site is complex and difficult to interpret. While this may be true to a degree, it is not impossible to interpret complex hydrogeologic conditions to the satisfaction of regulatory agencies. We performed this exact task for the Cummings Road Landfill, which has very complex stratigraphy underlying the landfill (multiple aquifers in both clastic and bedrock units, springs that underlay the landfill, and faulting). Based on our review of the data provided with this RFP (and previous RFP issued by the Authority), it appears realistic that a defensible interpretation of landfill water-quality conditions can be developed for CRL.

A4. Prepare appeal letter re: threat / complexity Rating, WDR fees

L&A will prepare the formal submittal to the NCRWQCB, based on the chosen approach from Task A3 and the results of Task A2. As described previously, most of the analysis and graphical representations for this submittal will have been performed as part of Task A2. The final version of the letter will be stamped by a Certified Hydrogeologist and either a Professional Engineer or Engineering Geologist.

A5. Prepare appeal letter to State Water Resources Control Board

Similarly, L&A will prepare an appeal letter to the SWRCB. We understand that the Authority has submitted previous letters requesting that the SWRCB allow a RWQCB more latitude in adjusting threat/complexity ratings. The appeal prepared for Task A4 will be included in the appeal to the SWRCB. As with Task A4, the final version of the letter will be stamped by a Certified Hydrogeologist and either a Professional Engineer or Engineering Geologist.

In that the appeal to the SWRCB is more general in nature, we will explore possible approaches as we conduct research for Task A1 through the State. We assume (and recommend) that the Authority's legal counsel will participate in both Tasks A4 and A5.

A6. Evaluate & recommend additional efforts / data collection to support appeal

As mentioned in our discussion for Task A2, we may recommend additional one-time sampling to more fully characterize water quality or additional monitoring points. After completion of Task A2, we will prepare a list of additional efforts or data collection that may support the appeals.

Task B. Analysis for Changes to Monitoring and Reporting Program

B1. Prepare list of changes for MRP 97-90, new requirements and negotiating points

Region 1 has recently updated WDR and MRP for similar landfills in this area. The most recent was for Weaverville Landfill, Trinity County, issued on June 22, 2015. The Weaverville Landfill is similar to the CRL in that it is of similar size, condition (previous burn dump, unlined, but closed), and water quality (some groundwater impacts). The Weaverville Landfill WDR/MRP can serve as a good example of what CRL might anticipate for an updated permit.

Based on recent permits in Region 1 and the results of Tasks A2 and A2.1, we will prepare a list of changes and new requirements that could be proposed to Region 1 staff for an updated MRP. In our experience, the "negotiating points" represent the justifications for proposed changes. Those justifications would be developed as part of the work for Tasks A2 and A2.1.

B2. Prepare report of proposed changes to MRP 97-90

L&A will prepare a written report of the proposed changes to the MRP. Most of the work will have been performed as part of the work for Tasks A2 and A2.1. After review by Authority staff, we will prepare a final, signed and stamped version for submittal to the NCRWQCB.

B3. Follow-up responses as needed (assumes all by teleconference or email)

Our cost estimate assumes six hours of additional time, as requested in the RFP. We understand that this time will not be used unless the Authority has additional questions after completion of subtask B2.

It appears that much of the background information necessary to perform the above tasks has been included with the RFP. We assume that the Authority will provide relevant additional information, if it is available, upon request. Ideally, the Authority will provide a topographic map of the landfill property in AutoCAD format, with minimum two-foot contours.

D. PRICE PROPOSAL

Attachment C contains the fee proposal, including Exhibit A to the RFP (the project Cost Estimate spreadsheet) and a current L&A Fee Schedule.

ATTACHMENT A
SUMMARY TABLE OF LANDFILL EXPERIENCE

Summary of L&A's Landfill, Recycling & Transfer Stations, & Surface-Water Impoundment Projects
 North Coast Regional Water Quality Control Board (Region 1) Projects Highlighted by **

	Peer Review	CEQA / Planning	AB 32 AQ Reporting	Sorting Line Recycling Facility Design	CQA Testing	Structure Design	Construction' Project Management	Cost Estimating	Pond Design	SWPPP / SPCC Plans and Storm-Water Design	Field Maintenance	Monitoring - Storm-Water	Monitoring - Landfill-Gas	Monitoring - Groundwater	Liner/Cover Design & Inspection	Landfill Gas System Design & Inspection	Permit Coordination	RSI / RFI Transfer Station Design	Sequencing / Operations Plans	ROWD / Statistics	Closure/ Postclosure Plan	Design New Cell(s)	Master Plan	RDSI / JTD	Air SWAT	SWAT Report	Subchapter 15 Monitoring Report	
Landfills:																												
Ahrens Landfill, Modoc County																												
Amador Disposal, Amador County																												
American Forest Products, Marcell Landfill, Amador County																												
Anderson Landfill, Inc., Shasta County																												
Aubrey Ridge Landfill, Sierra Pacific, Shasta County																												
Averett Landfill, Kings County																												
Benton Landfill, City of Redding																												
Black Butte Landfill, Siskiyou County																												
Cedarville Landfill, Modoc County																												
Cold Canyon LF, Waste Connections, San Luis Obispo County																												
Colfax (City of) Landfill, Placer County																												
** Cummings Road Landfill, Humboldt County																												
Dersch Road Landfill, Simpson Paper, Shasta County																												
Eastern Regional Landfill, Placer County																												
Forest Hill Landfill, Placer County																												
Fort Bidwell Landfill, Modoc County																												
Glenn County Landfill, Glenn County																												
Hirschbach Landfill, Nevada County																												
** Happy Camp Landfill, Siskiyou County																												
** Humboldt Waste Management Authority, Humboldt Co.																												
Intermountain Landfill, Butte County																												
John Smith Road Landfill/San Benito County (Waste Cont)																												
Lake City Landfill, Modoc County																												
Lanzabul Landfill, Sierra Pacific, Tehama County																												
** McCloud Landfill, Siskiyou County																												
McCourtney Road Landfill, Nevada County																												
Marlow Vista Landfill, Placer County																												
Mt. Shasta WMLF, PSM Cedar, Siskiyou County																												
Posco Landfill (due to RMC)																												
Portero Hills Landfill																												
** Rogers Creek Landfill, Siskiyou County																												
Shasta Lake WWTF, Sierra Pacific, Shasta County																												
** Sonoma Central Landfill																												
Tehama County/City of Red Bluff Landfill/RFP																												
Twin Bridges Landfill, Shasta County																												
** Tulchick Landfill, Siskiyou County																												
** Ukiah (City of) Landfill, Mendocino County																												
U.S.F.S. Shasta Trinity small landfills, Trinity County																												
Cold Canyon LF, Waste Connections, San Luis Obispo County																												
West Central Landfill, Shasta County																												
** Weaverville Landfill, Trinity County																												
Western Regional Landfill, Western Placer WMA																												
** Yreka Landfill, Siskiyou County																												

Note: ** = Site in Region 1

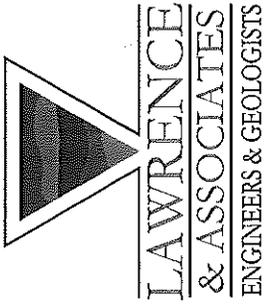
Summary of L&A's Recycling & Transfer Stations, Landfill, & Surface-Water Impoundment Projects
(Continued)

	Peer Review	CEQA/ Planning	AB 32 AQ Reporting	Sorting Line Recycling Facility Design	CQA Testing	Structure Design	Construction/ Project Management	Cost Estimating	Pond Design	SWPPP / SPCC Plans and Storm- Water Design	Field Maintenance	Monitoring - Storm-Water	Monitoring - Landfill-Gas	Monitoring - Groundwater	Liner/Cover Design & Inspection	Landfill Gas Leachate System Design & Inspection	Permit Coordination	RS1 /RFI Transfer Station Design	Sequencing / Operations Plans	ROWD / Statistices	Closure/ Postclosure Plan	Design New Cell(s)	Master Plan	RDSI / JTD	Air SWAT	SWAT Report	Subchapter 15 Monitoring Report	
Recycling and Transfer Facilities:																												
Amador Disposal, Arnold Direct Transfer Facility																												
Amador Disposal, Bucra Vista, Amador County																												
Amador Disposal, Angels Camp, Calaveras County																												
Black Butte Transfer Station, Siskiyou County																												
Compost Solutions, Butte County																												
Cold Canyon Landfill Processing Facility																												
El Camino Disposal, El Dorado County																												
El Dorado Disposal, El Paso, Texas																												
Glenn County Transfer Station																												
Green Team Transfer Facility, San Jose																												
Greenwaste of Tehama County																												
** Happy Camp Transfer Station, Siskiyou County																												
Jack Spence, Composting Facility, Oland																												
Jack Spence, Composting Facility, Sutter																												
Madam Disposal, Madam County																												
Mammoth Disposal, Mono County																												
** Sonoma Disposal Sites																												
Tehama County, City of Red Bluff Landfill MRF																												
** Tublake Transfer Station, Siskiyou County																												
** Weaverville Transfer Station, Trinity County																												
** Yreka Transfer Station, Siskiyou County																												
Fonds & Reservoirs:																												
Cold Canyon Compost Facility, San Luis Obispo County																												
Eagle Lake (Spaulding), Lassen County																												
Fort Bridge (City of) Water Supply Reservoir																												
Land O' Lakes, Glenn County																												
Mountain of Attention Sanctuary, Lake County																												
Rio Alto Water District/Lake California, Tehama County																												
Three Mountain Power, Shasta County																												
Weststevon Dairy, Glenn County																												
Forest Service Waste Water Ponds, Eagle Lake, Lassen County																												

Note: ** - Site in Region J

Updated: July 2015

ATTACHMENT B
ORGANIZATIONAL CHART AND
RESUMES



CLAYTON E. COLES
GENERAL MANAGER
PRINCIPAL ENGINEERING GEOLOGIST
P.G. 3007, C.E.G. 1750, C.E.S.P.C. 826

BONNIE LAMPLEY
PRESIDENT
PRINCIPAL HYDROGEOLOGIST
P.G. 6541, H.G. 826

**GEOTECHNICAL,
CIVIL, AND
LANDFILL DIVISION**

JESSE I. SOLORIO
SENIOR CIVIL ENGINEER
P.E. 65305

IAN McFADDEN
ASSOCIATE ENGINEER
E.I.T. # 66041

**AUTOCAD/DRAFTING,
SURVEYING**

DAVID ZAITZ
CAD MANAGER
SUPERVISOR

JODY BEERS
CAD OPERATOR
SURVEYOR/S

**ADMINISTRATIVE
STAFF**

MICHELLE STEWART
OFFICE MANAGER
ARBILLING MANAGER
TANK FUND ADMINISTRATOR

**THERESA
WARNER**
BOOKKEEPER

AMY STELZIG
AP CLERICAL ASSISTANT

DELLA BRACKETT
CLERICAL ASSISTANT

**MONITORING/DRILL RIG
FIELD SERVICES**

DAN JENSEN
DRILLING & REMEDIATION
SYSTEM MANAGER,
MONITORING TECHNICIAN

RANDY SMITH
MONITORING & REMEDIATION
SYSTEM TECHNICIAN

JEFF WOOD
DRILLERS HELPER
MONITORING TECHNICIAN

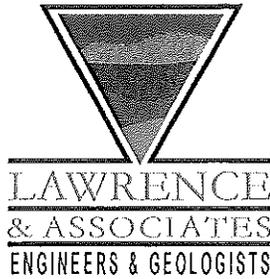
**ENVIRONMENTAL AND
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DIVISION**

BRYAN GARTNER
SENIOR ENGINEERING
GEOLOGIST
C.E.G. 1756, H.G. 57

DAVID L. KIRK
SENIOR GEOLOGIST
P.G. 6673, H.G. 857

ROBERT L. EKIN
PROJECT MANAGER, SENIOR
ENVIRONMENTAL ASSESSOR
REPA No. 199165

KARL SWANSON
ASSOCIATE GEOLOGIST
P.G. 6989



ATTACHMENT B

CURRICULUM VITAE

BONNIE E. LAMPLEY

Ms. Bonnie Lampley is the president and Principal Hydrogeologist at Lawrence & Associates (L&A), Shasta Lake, California. Ms. Lampley has over 20 years of professional experience in environmental engineering related to groundwater. At L&A, Ms. Lampley provides oversight or manages all groundwater and surface-water projects, statistical and water-chemistry applications, preparation of various types of regulatory reports, and technical review of all reports. Ms. Lampley has conducted aquifer testing and groundwater modeling to evaluate groundwater supply and wastewater disposal effects for local government and private clients, and has provided design and inspection for numerous industrial, municipal, and residential clients throughout northern California.

EDUCATION

B.S., Geology, Humboldt State University, Arcata, California.

PROFESSIONAL REGISTRATION

California Professional Geologist, PG 6541
California Certified Hydrogeologist, HG 626

PROFESSIONAL HISTORY

Lawrence & Associates, President, CFO, and Principal Hydrogeologist, 1991 to present
Shasta Analytical Geochemistry Laboratory, Operations Manager, 1990 to 1991
Clark Geological Services, Laboratory Manager, 1983 to 1991

PROFESSIONAL AFFILIATIONS

Groundwater Resources Association of California (GRA), Member
National Ground Water Association, Member
American Water Works Association, Member
Geological Society of America/American Geophysical Union, Member
Shasta Community Services District (local water district), former Director

CERTIFICATIONS & TRAINING

Water law and policy in California; GRA, 2005
Basin yield and overdraft – scientific and legal perspectives; GRA, 2005
Nitrates in groundwater – sources, impacts, and solutions; GRA, 2002
Groundwater modeling and parameter estimation using Visual Modflow and PEST, Nat'l.
Ground Water Assn., 1999, 2003
Groundwater Pollution and Hydrology, Princeton Course, 1993

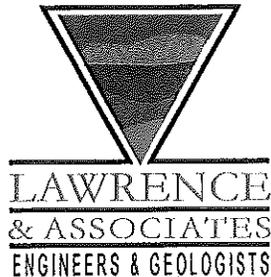
REPRESENTATIVE EXPERIENCE (selected projects)

- 2015: Production well location, design, and construction oversight, City of Weed. Mr. Paul Reuter, Pace Engineering, (530) 244-0202.
- 2010 - current: Evaluation of production-well condition and testing for replacement well, Sierra Army Depot, Herlong, California. Mr. Joe Reiss, Waterworks Engineers, Inc., (530) 243-2113.
- 2012: Present: Groundwater and surface-water impacts analysis for water-handling operations at Burney sawmill and cogeneration facility. Mr. Brian Coyle, Sierra Pacific Industries, (530) 378-8179.
- 2010 - Present: Groundwater and surface-water impacts analysis for water-handling operations at Anderson sawmill and cogeneration facility. Ms. Paula Braudway, Sierra Pacific Industries, (530) 378-8375.
- 2010 - Present: Groundwater and surface-water impacts analysis for water-handling operations at Shasta Lake sawmill facility. Ms. Julie Gwin, Sierra Pacific Industries, (530) 275-8851.
- 2010 – Present: Evaluation of groundwater impacts from wastewater discharge and preparation of Report of Waste Discharge, Diamond Pet Food, Inc., Ripon, California. Mr. Mark Schell, Owner, Meta, MO, (573) 229-4203.
- 2010 – Present: Evaluation of groundwater impacts from wastewater discharge and preparation of Report of Waste Discharge, Kiara Solar, Anderson, California. Mr. Ryan Sedler, Manager, (530) 227-5792.
- 2010 - Present: Groundwater modeling and impacts analysis for wastewater treatment wetland, Rio Alto Water District, Tehama County, California. Mr. Tom Warnock, Pace Engineering, (530) 244-0202.
- 2012: Evaluation of surface-water supply, litigation support. Mr. Clyde Greco, Greco Traficante Schulz & Brick, (530) 226-5283.
- 2011: Analysis of groundwater occurrence and system construction, conducted aquifer test, reporting, for litigation support, Bear Mountain Road area, Shasta County, California. Mr. Jody Burgess, Maire & Burgess, (530) 246-6050.
- 2011: Analysis of groundwater occurrence, previous test data, system construction for litigation support, Fieldbrook subdivision, Fieldbrook, California. Mr. Charles Stone, Biernat Law Group, (650) 802-0410.
- 2010 – 2011: Retained expert testimony, wastewater disposal evaluation, Lake Almanor, California. Mr. Gregory Wilson, Wilson & Quint LLP, (775) 786-7600.
- 2010 – Present: Expert testimony, surface-water permitting. Mr. Gary Brickwood, Brickwood Law, Redding, California, (530) 245-1877.
- 2010 – Present: Technical evaluations and permitting assistance related to ash management at various cogeneration facilities. Covanta Energy, Ms. Kelly Champion, Regional Environmental Manager, Western Region, (503) 393-0890.
- 2010 - Present: Evaluation of groundwater impacts from Glenn County Landfill, California. Glenn County Department of Public Works, (530) 934-6541.
- 2010: Evaluation of production-well condition, Trinity Knolls Mutual Water Company, Trinity Center, California. Mr. Glen Ahmann, Director, (530) 266-3504.
- 2010: Evaluation of well abandonment options, Red Bluff diversion dam site. Mr. Jake Meyers, Meyers Earthwork, Inc., (530) 365-8858.
- 2009 – 2010: Professional testimony, water damage/wet slab, residence in Redding, California. Mr. Dennis Halkides, Halkides, Morgan & Kelly, (530) 221-8150.

- 2009: Evaluation of groundwater impacts from Cummings Road Landfill, Humboldt County, California. Mr. Jim Test, Humboldt Waste Management Authority, (707) 268-8680.
- 2000 – Present: Evaluation of groundwater impacts from truck-stop operations, TravelCenters of America Coming Facility, Tehama County, California. Ms. Emily Gloeckler, TravelCenters of America, Inc., (440) 808-4411.
- 2009: Technical assistance and permitting support related to harbor dredge spoils reuse/disposal, Fort Bragg, California. Mr. Jim Hurst, Mendocino Coast Recreation and Parks District, (707) 357-2276.
- 2009 - 2010: Wastewater dispersal impacts analysis, Fall River Ranch, Shasta County. Mr. Hans Baldauf, Partner, (415) 398-6538.
- 2009 – 2010: Professional testimony, water-supply damages, ranch in Shasta County, California. Mr. Herb Rowland, Ragghianti and Freitas LLP, (415) 453-9433.
- 2009: Water-supply improvements analysis for Sky View Water District, Tehama County, California. Mr. John Stoufer, (530) 527-2200.
- 2009: Water-supply impacts analysis for Tennant Community Services District, Siskiyou County, California. Mr. Tom Warnock, Pace Engineering, (530) 244-0220.
- 2009: Water-supply impacts analysis in support of CEQA permitting for residential subdivision. Mr. Jim Brown, Cottonwood JBRE LLC, (707) 484-8710.
- 2009: Wastewater dispersal impacts analysis, Tehama County. Mr. Brock Eastman, Owner, (530) 680-6678.
- 2008 – Present: Evaluation of groundwater impacts from wastewater disposal and preparation of Report of Waste Discharge, Knighton Road Development. Hawkins Companies, Boise, Idaho, Mr. Brian Huffaker, (208) 947-4741.
- 2008: Water-supply impacts analysis in support of CEQA and SB 610/221 permitting for 450-unit residential subdivision. Ms. Julie Symons, Enplan, (530) 221-0440.
- 2008: Water-supply and wastewater disposal impacts analysis in support of CEQA and SB 610/221 permitting for a 100+ acre commercial development, Shasta County (confidential client).
- 2007: Production-well drilling and testing, water-system design, Montgomery Creek School, Shasta County Office of Education (530) 225-0200.
- 2007 – 2010: Water-supply and wastewater disposal impacts analysis in support of CEQA and SB 610/221 permitting for a 100+ acre residential development in Shasta County. Mr. Bruce Miller, (530) 474-3021.
- 2007: Production-well evaluation and permitting support, Hill Country Clinic, Round Mountain, Ms. Jayne Murnane, jayne.murnane@frontiernet.net.
- 2007/2008: Production well design, logging, construction oversight, water-quality sampling, aquifer testing, and impacts analysis in support of CEQA and SB 610/221 permitting for 1,400+ unit residential and commercial subdivision. Mr. Victor Grotlisch, (414) 406-4005.
- 2006 – Present: Hydrogeologic study review, on retainer for Mendocino City Community Services District. Mr. Mike Kelly, General Manager (707) 937-5790.
- 2006/07: Test well design, logging, construction oversight, and water-quality sampling for City of Redding municipal well 23, test well 25. City of Redding Public Works Dept., (530) 225-4012.

- 2006 to 2008: Production well design, logging, construction oversight, water-quality sampling, aquifer testing, and impacts analysis in support of CEQA and permitting for 3,000+ unit residential subdivision, Tehama County, CA. Mr. George Robson, Tehama County Planning, (530) 527-2200.
- 2006: Groundwater-supply feasibility assessment for Town of Tennant, Siskiyou County. Mr. James Bray, Bray Engineering (530) 537-1419.
- 2006: Groundwater-pumping impacts analysis for permitting of residential subdivision near Shingletown, Shasta County. Sutter Brown Land Engineering and Planning, Inc. (916) 781-0601.
- 2006: Hydrogeologic investigation for litigation regarding adequacy of leachfield, Tehama County. Mr. Robert Campbell, Campbell & Clark Attorneys at Law, (530) 244-8285.
- 2005: Soils analysis and shallow groundwater evaluation/monitoring in support of permitting for community leachfield near Lake Almanor. Ms. Tami Topol, Topol Development, (775) 829-5090.
- 2005: Soils analysis and shallow groundwater evaluation/monitoring in support of permitting for community leachfield near Lake Almanor. Mr. David May, Highway 147, LLC, (949) 981-0307.
- 2005: Production well design, logging, construction oversight, water-quality sampling, aquifer testing, and impacts analysis in support of CEQA and permitting for residential subdivision. Mr. Gary Blanc or Mr. Cedric Twight, Sierra Pacific Industries, (530) 378-8127.
- 2005: Production well design, logging, construction oversight, and impacts analysis in support of permitting for residential subdivision in Trinity County. Confidential client.
- 2005: Construction/test well design, logging, construction oversight, water-quality sampling, aquifer testing, and impacts analysis in support of CEQA and permitting for residential subdivision. Mr. Frank Sawyer, Sharrah Dunlap Sawyer, (530) 221-1792.
- 2005: Monitoring well design, logging, and construction oversight for Anderson Landfill, Inc. Mr. Jim Oberein, Waste Management, Inc., (530) 295-8123.
- 2004: Hydrogeologic investigation for litigation regarding adequacy and quality of domestic water supply. Assessed hydrogeologic conditions including recharge characteristics for spring and wells, evaluated chemical characteristics of springs and groundwater, and presented testimony in arbitration hearing. Mr. Gary Brickwood, Brickwood Law Office, Redding, California (530) 245-1877.
- 2004: Hydrogeologic investigation for litigation regarding adequacy and quality of domestic water supply. Assessed hydrogeologic conditions and conducted well testing. Ms. Tamara Wood, Maire & Beasley, Redding, California, (530) 246-6050.
- 2004: Hydrogeologic investigation for permitting of parcel split in Siskiyou County. Work involved investigation of groundwater occurrence in fractured-rock geologic setting, evaluation of vicinity wells, interviews with property owners, and representation of Client at public hearing. Mr. Fred Ramsey, Grants Pass, Oregon (541) 474-9827.
- 2004: Groundwater and surface-water resource assessment, including evaluation of springs and streams, and piezometer installation in shallow aquifer. Work is ongoing as part of a wetlands restoration project. Mr. Lou Mendonsa, Shingletown Medical Clinic, (530) 474-3390.
- 2003: Perched groundwater zone investigation for Anderson Landfill, Inc. Work included drilling and continuous sampling of numerous soil borings and mapping of surface seeps to identify the presence of a perched groundwater zone which could affect the liner design of an expansion area. Mr. Jim Oberiner, Waste Management, Inc., (530) 295-8123.

- 2002 to Present: Hydrogeologic investigation and monitoring at cogeneration power plant. Work has involved monitoring-well installation, water-quality evaluation, assessment of vicinity wells and hydrogeology, and reporting. Mr. John Neil, (530) 365-9172.
- 1995 to 2006: Regional and local groundwater resource assessment and evaluation of groundwater pumping impacts for the proposed Mendocino Coast Regional Park; work has included pumping and observation well installation in regional aquifer, aquifer testing, groundwater modeling, piezometer installation in shallow aquifer, water-quality monitoring, and reporting. Mr. Jim Hurst or Mr. Charlie Boise, Mendocino Coast Recreation and Parks District, (707) 964-6963.
- 2002-2003: Hydrogeologic and proof-of-water study for development of State Small Water System for private client near Gualala, California. Work involved 72-hour aquifer test on existing well, data interpretation, report preparation, and technical support at meetings with local regulatory agencies. Mr. Curt Billings, (909) 477-2740 x4069.
- 2002: Well design, logging, construction oversight, and aquifer testing for City of Redding municipal wells No. 12 and 13 (approximately 2,000 gpm capacity each). Mr. Jon McLain, City of Redding Public Works Dept., (530) 225-4012.
- 2001-2002: Groundwater resource assessment, including aquifer testing, northern Tehama County. Work performed in support of CEQA and permitting for subdivision of 90, 10- to 20-acre parcels. Mr. Randy Memeo or Mr. Eric Batten, Shasta Enterprises, Redding, California, (530) 244-3900.
- 1999 - 2001: Regional water-supply assessment and evaluation of wastewater disposal effects for the proposed Three Mountain Power Plant, Burney. Examined potential impacts of groundwater pumping on wells and stream flow in the basin. Work performed in support of California Energy Commission (CEC) permitting.
- 1999 to 2008: Groundwater assessment for contaminated site, including aquifer testing and groundwater modeling, TA Truck Stop, Corning, Tehama County. Testing and modeling performed to develop design for groundwater remediation system. Ms. Emily Gloeckler, TravelCenters of America, Westlake, Ohio, (440) 808-4411.
- 1999: Ground- and surface-water assessment, including technical support to calculate historical consumptive use from the Townsend Flat Ditch to obtain alternate points of diversion for beneficial use of pre-1914 water right. Mr. Jack Reese, Attorney at Law, (530) 241-1611.
- 1999: Groundwater resource assessment, including aquifer testing and groundwater modeling, Burr Valley, Tehama County. Testing and modeling performed in support of CEQA and permitting for subdivision of 28, 40- to 60-acre parcels. Mr. Frank Stathos, Metro Properties, Sacramento, California, (916) 386-8800.
- 1998 to 2002: Groundwater resource assessment, including inspection for industrial-supply and observation wells installation, aquifer testing, and groundwater modeling, proposed Flying J Travel Plaza, Shasta County. Flying J, Inc., (435) 734-3400.
- 1997: Groundwater resource assessment, including domestic-supply well installation (four wells), inspection, aquifer testing, and water-quality sampling, Floumoy, Tehama County. Mr. William Payne, Sacramento, (916) 482-1111.
- 1997: Groundwater resource assessment, including observation-well installation, construction inspection, testing, and groundwater modeling, Clear Creek Community Services District, Shasta County. Ms. Char Bookman-Flowers, CCSD, (530) 357-2121.



RESUME

CLAYTON E. COLES

Vice President and General Manager
Principal Engineering Geologist

EDUCATION

BS, Geology, 1982, Humboldt State University, CA
BA, Physics, 1984, Humboldt State University, CA

PROFESSIONAL REGISTRATION

California Certified Engineering Geologist, CEG 1730
California Professional Geologist, PG 5007
Certified Professional Soil Erosion and Sediment Control Specialist, 826
California Qualified Storm-Water Designer 198
Certified in Nuclear Safety and Testing Equipment, Certificate 072177
OSHA 8-hour hazardous-waste supervisor training course (certificate)
OSHA 40-hour hazardous-waste operations and emergency response training course (certificate)

AFFILIATIONS

Member Association of Environmental and Engineering Geologists
Member National Groundwater Association
Member International Geosynthetics Society
Glenn County Solid Waste Independent Hearing Panel (term expired 12-21-2014)

EXPERIENCE – GENERAL

Lawrence & Associates (6/86 to present)

Mr. Coles is Principal Engineering Geologist responsible for projects involving the integration of engineering, geology, soils, groundwater, surface water, and how they affect the structures that may be built on them. Mr. Coles is an expert in the design and permitting of waste-containment and handling systems including landfills, waste-containment and other lined ponds, monitoring and control systems, and related geologic, hydrologic and slope stability applications. Mr. Coles also is an expert in the use of infiltration of treated water from community and individual wastewater treatment systems. Mr. Coles has also performed or managed the investigation and/or remediation of over 100 environmental remediation projects (such as leaking USTs, petroleum spills, solvent spills, and heavy metals contamination).

Cooksley Geophysics (9/84 to 6/86)

Geologist responsible for organizing and completing projects involving the gathering, computing, interpretation, and reporting of geophysical data (seismic, electrical, magnetic, and gravity methods). Initiated and completed geotechnical investigations including foundation, groundwater exploration, slope-stability, hydroelectric-plant siting, and Alquist-Priolo seismic-risk evaluations.

EXPERIENCE – LINER SYSTEMS, WASTE CONTAINMENT, AND PERMITTING

Mr. Coles has significant experience in designing and inspecting landfill and pond liner systems as well as permanent and temporary cover systems. Mr. Coles has designed over 10 million square feet of liner and capping systems using geosynthetic liner components. Shown below is a partial list of Mr. Coles' experience related to waste permitting, containment design, and construction:

Landfill Base Liner Design and Construction Projects

- Greenwaste of Tehama County - Design and CQA Monitoring for Tehama County/City of Red Bluff Landfill, Phase 2, Cells 1A and 1B base liners.
- Placer County - Design and CQA Monitoring for Module 13 at Western Regional Landfill.
- Simpson Paper Company - Design and CQA Monitoring for Twin Bridges Landfill, Module 2, Shasta County, California.
- Waste Connections, Inc. - Expansion design, design of base liners, and engineering support during construction for John Smith Road Landfill Modules 3B, 4, 5 & 6, San Benito County, California (three separate projects).
- Waste Connections, Inc. - Master plan for Phases 3 and 4, design and project management for Phase 3A at Avenal Regional Landfill, Kings, County, California.
- Waste Connections, Inc. - Expansion design and Master Plan for Modules 10 through 16 at Cold Canyon Landfill, San Luis Obispo County, California.
- Republic Waste Industries and North Coast Regional Water Quality Control Board - Peer Review of drawings for expansion of Central Landfill in Sonoma County, California.
- Waste Connections - Design and Project Management for Tehama County/City of Red Bluff Landfill, Phase 2, Cell 2A.
- Waste Connections, Cold Canyon Landfill Module 11 Base-Liner Design Report (in Progress).

Landfill Cap Design and/or Construction Projects

- City of Redding, Benton Landfill - Final Closure Plan and Construction Assistance.
- City of Redding, Benton Airpark Safety Overrun on top of Benton Landfill - Design and construction CQA Monitoring.
- Glenn County Landfill - Final Closure Plan.
- Humboldt Waste Management Authority - Cummings Road Landfill Final Closure Joint Technical Document (JTD) and Phase 1 Closure Cap Construction Management.
- Humboldt Waste Management Authority - Cummings Road Burn Ash Site Clean Closure, Corrective Action Plan and project management.
- Humboldt County Waste Management Authority - Cummings Road Landfill Phase 2, closure cap design and project management.
- Sierra Pacific Industries - Construction Drawings for closure for the Aubrey Ridge Landfill.
- Simpson Paper Company, Dersch Road Landfill, Shasta County, California - Final closure cap design and construction CQA Monitoring.
- Siskiyou County, Black Butte Landfill - Final closure cap design and construction CQA Monitoring.
- Siskiyou County, Yreka Landfill - Final Closure Plan.
- Siskiyou County, City of Tulelake Landfill - Construction CQA Monitoring.
- Trinity County Weaverville Landfill - Final closure plan and JTD for closure, and CQA Monitoring for the Phase 1 Closure.

- Preliminary closure/postclosure maintenance plan on numerous other landfills.
- Siskiyou County, Weed Landfill - Work Plan for repairs on closed landfill.

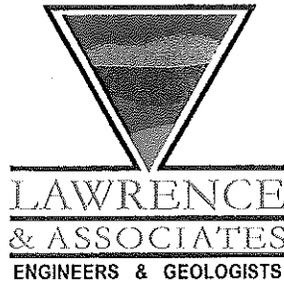
Surface Impoundments

- City of Fort Bragg - Summers Road reservoir design.
- Lampe Engineering - Design support related to liner design for Spaulding wastewater evaporation ponds, Lassen County, California.
- Land O' Lakes - Design of liner for industrial wastewater pond, Glenn County, California.
- Land O' Lakes - Evaluate upper lagoon liner, Glenn County, California.
- Simpson Paper Company - Evaluation of sub-liner leakage for leachate ponds, Twin Bridges Landfill, Shasta County, California.
- Water Works Engineers - Design support related to pond liners for Forest Service wastewater basin south of Eagle Lake, Lassen County, California.
- Northstar Engineering - design liners and Construction CQA support for wastewater treatment basin in Lake County, California.

Solid Waste & Recycling Planning and Permitting

- Compost Solutions, Inc. - Developed permitting documents and coordinated agency permitting for a composting facility in Glenn County, California.
- Glenn County, California - Updated County Wide Siting Element.
- Glenn County, California - Developed Transfer/Processing Report for transfer station.
- Jack Spence Trucking - Prepare facility plan and coordinate permitting for a composting facility in Glenn County, California.
- Jack Spence Trucking - Prepared facility plan and coordinated permitting for a chicken manure composting facility in Sutter County, California.
- Placer County, California - Developed JTD for expansion of Western Regional Landfill and coordinated permitting.
- Tehama County, City of Red Bluff Landfill - Designed vertical expansion of Phase 1 Landfill, developed JTD for expanded landfill, and performed permit reviews for the landfill and associated materials recovery facility (MRF).
- Trinity County, Coordinated design, developed initial study for California Environmental Quality Act (CEQA), permitted, and provided construction management for the Weaverville Transfer Station.
- Trinity County, California - Updated County wide Siting Element.
- Siskiyou County - Developed initial study for California Environmental Quality Act (CEQA), permitted, and provided construction management for the Black Butte Transfer Station in Weaverville, California.
- Siskiyou County - Coordinated design, developed initial study for California Environmental Quality Act (CEQA), permitted, and provided construction management for the Oberlin Road Transfer Station.
- San Benito County - Developed JTD and project description for landfill expansion for John Smith Road Landfill.
- Waste Connections, Inc. - Prepared JTD and coordinated Solid Waste Facility and Waste Discharge Requirement permitting for landfill expansion at Cold Canyon Landfill, San Benito County, California.
- Waste Connections, Inc. - Coordinated planning level design and performed cost estimating for a construction debris processing facility in Mammoth Lakes, California.

- Waste Connections, Inc. - Conditional Use Permit Compliance Plan for 120 Use permit conditions.
- Anderson Landfill, Inc. - Environmental Studies and coordination related to waste boundary realignment.
- Waste Connections - Avenal Landfill - 5-year permit review and JTD amendments for high-moisture waste acceptance and other updates.
- Tehama County/City of Red Bluff Landfill - 5-year permit review and JTD amendments for Materials Recovery Facility and landfill.



RESUME

JESSE I. SOLORIO
Civil Engineer

EDUCATION

BS Civil Engineering, 2000, California State University, Chico

CONTINUING EDUCATION CERTIFICATES

Introduction to HEC-RAS, Dodson & Associates
Understanding Hydrology and Hydraulics, Dodson & Associates
Troxler nuclear gauge density testing certificate, No. 093750
Hydraulics for Civil Engineers, DAR Engineering & Associates

PROFESSIONAL REGISTRATION

California Registered Civil Engineer No. 65305

MEMBERSHIPS IN ORGANIZATIONS

American Society of Civil Engineers
Chico Student Chapter: President, Vice-President, Treasurer, and Concrete Canoe Team Shasta
Younger Members Forum, President
Institute of Transportation Engineers, Chico Student Chapter: President
Tau Beta Pi: Member

EXPERIENCE

Lawrence & Associates, Senior Engineer (2003– Present)

Manage and conduct civil engineering projects including permitting and design for various state, municipal, industrial, and rural infrastructure projects. Work includes grading plans, utilities, roadway, pavement, surface-water hydrology, ponds, liners, and wastewater treatment designs and evaluations, and various pollution prevention plans.

CHEC Consultants, Staff Engineer (2000 – 2003)

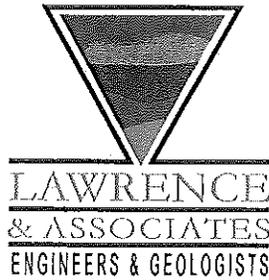
Performed roadway soil investigations, failure analyses, and alignment designs, construction management, nuclear gauge density testing, and CTM 356 deflection testing; prepared Storm Water Pollution Prevention Plans, airport striping designs, parking lot designs, provided development of plans and specifications; and provided civil engineering software training to staff.

CA State University, Chico, Research Assistant/Traffic Data Collection Manager (1998 – 2000)

Organized data-collection and analysis, level-of-service calculations, and intersection design as part of California Public Works Studies; primary author of a Caltrans-sponsored research project, including statistical analysis of freeway accidents and a study on freeway bridges and tunnels.

US BUREAU OF RECLAMATION, Contract Administrator (1997 – 1997)

Provided contract-dispute mediation, response to requests for information, and verifying prevailing wage certified payroll.



RESUME

KARL SWANSON

Associate Geologist

EDUCATION

BS, Geology, 2003, Humboldt State University, CA

PROFESSIONAL REGISTRATION

CA Registered Geologist, RG 8969

SPECIAL TRAINING

Certification for 40-Hour Hazardous Waste Worker Training, 29CFR 1910.20

Short course: Groundwater Pollution and Hydrology, Princeton Course, 2008.

EXPERIENCE

Lawrence & Associates (2004 to present)

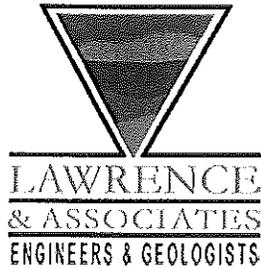
Geologist responsible for project management; hydrogeologic investigations; evaluation and statistical analyses of water-quality data; landfill and underground tank monitoring and reporting; design, report preparation, and construction quality assurance for landfill closure and landfill gas-extraction projects; permitting assistance for landfill operations; preparation of bidding and contract documents for various construction projects; preparation of slope-stability evaluations for timber harvest plans; testing and permitting assistance for septic wastewater disposal; preparation of various regulatory reports.

California State University, Humboldt Geology Department (2002 to 2004)

Research assistant studying macro-and micro-deformation features in faulted sediment along the San Andreas Fault in central California.

California State University, Humboldt Geology Department (2003 to 2003)

Research assistant studying marsh stratigraphy in Northern Humboldt Bay and faulted sediments along the Portland Hills Fault.



RESUME

DAVID B. ZAITZ

Surveying, Mapping, CAD Manager

EDUCATION

Civil Engineering, 1981, 1984, Butte Community College, Oroville, CA

Geodesy For Surveyors, 1986, Continuing Engineering Program, California State University, Fresno, CA

SPECIAL TRAINING

Certification for 40-Hour Hazardous Waste Worker Training, 29CFR 1910.20, 1994

Certificate of Completion, 1989, Legal Aspects Seminar, Land Surveyor's Seminar, Sacramento, CA

Certificate of Completion, 1987, Land Surveying Mathematics, Land Surveyor's Workshops, Sacramento, CA

EXPERIENCE

Lawrence & Associates (11/93 to present)

Responsible for surveying, mapping, and CAD work. Project experience using AutoCAD includes plans and sections for grading, mechanical and electrical remediation systems, site layout, cut-and-fill calculations, and geologic mapping. Provides surveying services for field control of grade staking, reference elevations, and topographic surveys.

KLH Pacific, Inc. (8/92 to 11/93)

Fraser Engineering (3/92 to 5/92)

Donald Celli & Associates (3/91 to 5/92)

Dept. of the Interior, Bureau of Land Management (10/79 to 6/90)

Tom O. Morrow, Inc. (7/85 to 3/91)

Ron Cooper Land Surveys (6/80 to 9/82)

Responsibilities at these firms included AutoCAD experience preparing structural plans, lot-line adjustments, residential grading plans, parcel maps, record of surveys, site plans, utility as-builts, drainage studies, topographic maps, architectural plans, boundary exhibits, and land rezoning maps. Additional responsibilities included 12 years of surveying experience providing cadastral, mineral, topographic and monitoring surveys, and aerial photogrammetry.

ATTACHMENT C
EXHIBIT A FROM RFP, COST ESTIMATE, AND
CURRENT FEE SCHEDULE

**REQUEST FOR PROPOSALS FOR
Professional Environmental Services at the Crescent City Landfill
Exhibit A : RFP Schedule and Price Proposal Form**

Requested Date
22-Jun-15
3-Jul-15
7-Jul-15
13-Jul-15
21-Jul-15

RFP Mailed
Last Date for Questions
Answers to Questions Issued
Proposals Due:
Anticipated Contract Start Date

Proposing Company: LAWRENCE & ASSOCIATES

A. Appeal of WDR Fees & Threat / Complexity Rating

Tasks	Requested Date	Proposed Date	Price
A1. Regulatory and Appeal Review		4-Aug-15	\$ 2,530
A2. Review of monitoring network, drilling logs, and monitoring data		4-Aug-15	\$ 8,086
A2.1 Assessment and recommendations regarding sampling network	Contract Start + 5 weeks	25-Aug-15	\$ 940
A2.2 Draft sampling and Analysis plan for the Crescent City Landfill	Receipt of Comments on A2.1 + 2 weeks	15-Sep-15	\$ 890
A3. Review possible WDR appeal approaches & strategies	Contract Start + 8 weeks	15-Sep-15	\$ 4,296
A4. Prepare appeal letter re. Threat / Complexity rating and WDR Fees	Receipt of Comments on A3 + 2 weeks for draft for A4	29-Sep-15	\$ 1,040
A5. Prepare appeal letter to SWRCB	Receipt of Comments on A3 + 2 weeks for draft for A5	29-Sep-15	\$ 1,040
A6. List additional efforts or data collection to support continuing appeal		15-Sep-15	\$ 1,020
TOTAL TASK A			\$ 19,842

B. Analysis supporting changes to the Monitoring and Reporting Program

Tasks	Requested Date	Price
B1. Prepare list of changes to be made for MRP 97-90, including new requirements and potential negotiating points.	Contract Start + 5 weeks	\$ 1,460
B2. Prepare a report of the proposed changes to the MRP 97-90.	25-Aug-15	\$ 1,795
B3. Follow-up responses as needed	Submission of A2.2 + 1 week for draft for B2	\$ 750
TOTAL TASK B	TBD	\$ 3,945

TOTAL PRICE PROPOSAL TASK A + TASK B TOTALS **\$ 23,787**

Please attach a rate sheet indicating billing rates for all personnel and services to be used throughout this project.

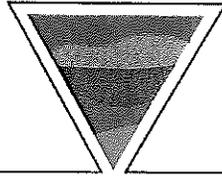
Cost Estimate - July 10, 2015
Del Norte Solid Waste Management Authority - Crescent City Landfill

	Principal	Senior Hydro-Geologist	Senior Engineer	Associate Geologist	AutoCAD / Tech	Clerical	Mileage	Expenses	Task Total
	\$150.00	\$125.00	\$130.00	\$110.00	\$80.00	\$65.00	\$0.70	\$1.00	
A Appeal of WDR Fees & Threat / Complexity Rating									
A1 Regulatory and appeal review		8	4	8		2			\$2,530
A2 Review monitoring network, well logs, monitoring data; one site visit		32	4	16	16		465	200	\$8,086
A2.1 Recommendations regarding sampling network		4		4					\$940
A2.2 Draft Sampling & Analysis Plan	0.5	1		4	2	1		25	\$890
A3 Review possible WDR appeal approaches & strategies; two meetings		24	4		2		880		\$4,296
A4 Prepare appeal letter re Threat / Complexity Rating, WDR Fees	1	4		2	1	1		25	\$1,040
A5 Prepare appeal letter to SWRCB	1	4		2	1	1		25	\$1,040
A6 Evaluate & recommend additional efforts / data collection to support appeal		4	4						\$1,020
Subtotals	\$375	\$10,125	\$2,080	\$3,960	\$1,760	\$325	\$942	\$275	\$19,842
B Analysis for Changes to MRP									
B1 Prepare list of changes for MRP 97-90, w/new req's. & negotiating points		4	4	4					\$1,460
B2 Prepare report of proposed changes to MRP 97-90	0.5	6		6	2	1		25	\$1,735
B3 Follow-up responses as needed (assumes all by teleconference or email)		6							\$750
Subtotals	\$75	\$2,000	\$520	\$1,100	\$160	\$65		\$25	\$3,945

TOTAL ESTIMATED COST

\$23,787

Note: Our commitment is to the total project budget. Work-hour and staff allocations to individual activities are approximate, and are shown to indicate approximate level of effort.



**LAWRENCE
& ASSOCIATES**
ENGINEERS & GEOLOGISTS

SCHEDULE OF FEES
EFFECTIVE JANUARY 1, 2015

Professional Services

Engineering Geologist/Hydrogeologist	
Principal	\$150/hour
Senior	\$125/hour
Associate	\$110/hour
Staff	\$100/hour
Assistant	\$95/hour
Engineer	
Principal Engineer	\$155/hour
Senior Registered Civil	\$130/hour
Associate Civil	\$120/hour
Assistant Civil	\$100/hour
Engineering Technician	\$85/hour
Project Manager	\$125/hour
Environmental Assessor	\$110/hour
AutoCAD Operator (Level I)	\$80/hour
AutoCAD Operator (Level II)	\$70/hour
Field Technician	\$85/hour
Laborer	\$65/hour
Surveyor	\$80/hour
Tank Fund Administrator	\$65/hour
Clerical	\$65/hour
Word Processor	\$65/hour

Deposition and Court Appearances

Deposition or Court Appearance Rate	\$250/hr
Preparation at consulting-service rates	as listed above

Drilling Services (CME-55 drilling rig)

7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling schedule of fees)
Mobilization	

Other In-House Equipment

Test pumps (submersible, through 5 HP)	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps	quoted/job
Mileage	\$0.70
Mileage (drilling rig)	\$1.00
Per diem (per person/day; may vary dep. upon location)	\$120+/day
Level D protection (per person/day)	\$30/day
Level C protection (per person/day)	\$50/day
Survey equipment (per day)	\$50/day
GPS Survey (per day)	\$150/day

Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment)	at cost + 15%
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Prepared for

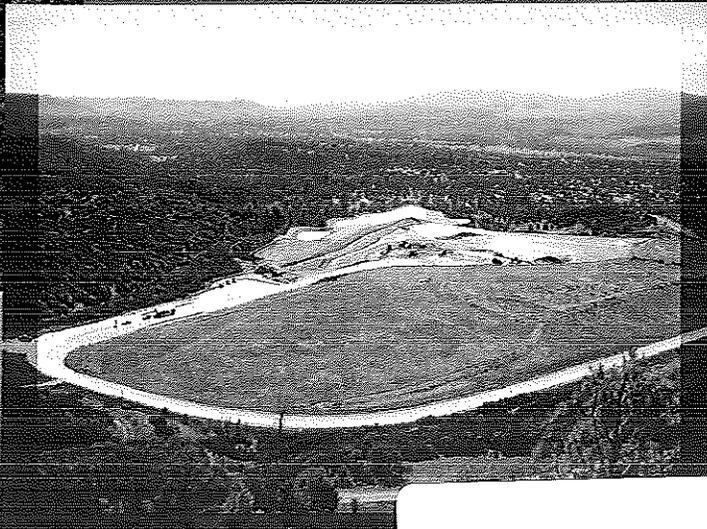
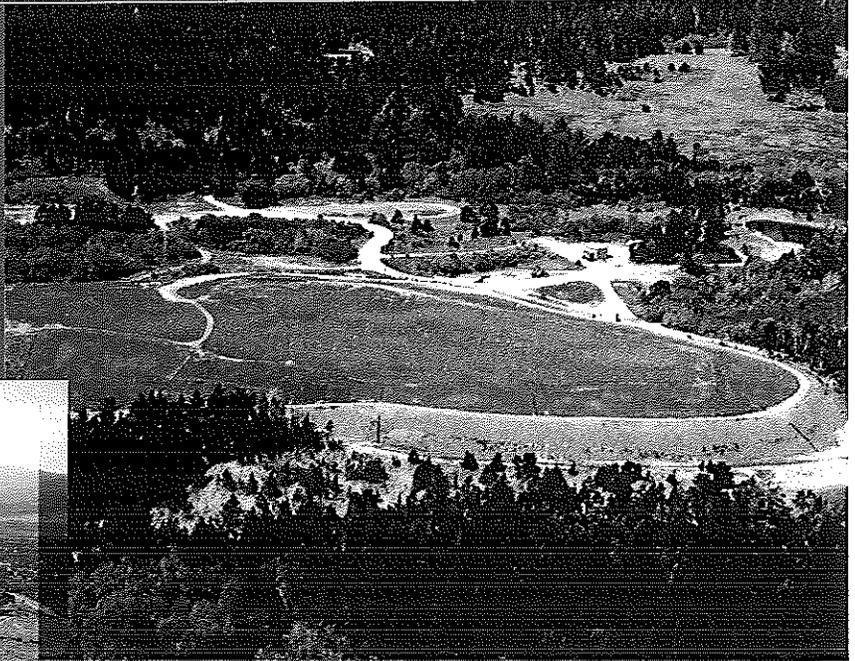


Del Norte Solid Waste
Management Authority



Sensible Solutions

*Proposal to Provide
Professional Environmental
Services for the
Crescent City Landfill*



Prepared by:



ORIGINAL

015000.058
July 2015



Reference: 015000.058

July 13, 2015

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

Subject: Proposal to Provide Professional Environmental Services for the Crescent City Landfill

Dear Mr. Ward:

Thank you for considering SHN Consulting Engineers & Geologists, Inc. (SHN) for providing professional environmental services in regard to the Crescent City landfill. SHN currently provides environmental services at several landfills, and we are poised to develop a successful working relationship with the Del Norte Solid Waste Management Authority (DNSWMA). We are confident that our proposed team will provide the DNSWMA with the necessary resources and services to successfully meet your goals.

As our proposal demonstrates, SHN has the experience to provide the DNSWMA with the technical resources to perform the work as a local service provider. Our landfill projects have included negotiation of National Pollution Discharge Elimination System (NPDES) permits, Waste Discharge Requirements (WDRs), RWQCB orders, settlement negotiations, site audits, ground and surface water monitoring, landfill gas monitoring and general environmental and health and safety compliance.

We work closely with the RWQCB, County officials, and oversight programs throughout the North Coast region, including personnel currently assigned to the Crescent City landfill. Feel free to contact your RWQCB case managers and ask them about SHN's performance. With access to key agency decision makers, we have been able to negotiate reduced monitoring programs, obtain approvals for work plans quickly, and push projects forward.

Please call me at 707-441-8855 to set up a time when we can further discuss how SHN can provide top-notch service to the DNSWMA.

Sincerely,

SHN Consulting Engineers & Geologists, Inc.

Roland Rueber, PG
Environmental Services Principal

RMR:dla

Enclosure: Proposal

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Sensible Solutions

Proposal to Provide Professional Environmental Services for the Crescent City Landfill

Prepared for:



Del Norte Solid Waste Management Authority
Del Norte County, California
1700 State Street
Crescent City, CA 95531

July 13, 2015

Prepared by:



Eureka, Redding, and Willits, California
Coos Bay and Klamath Falls, Oregon

QA/QC:GJE *ASG*

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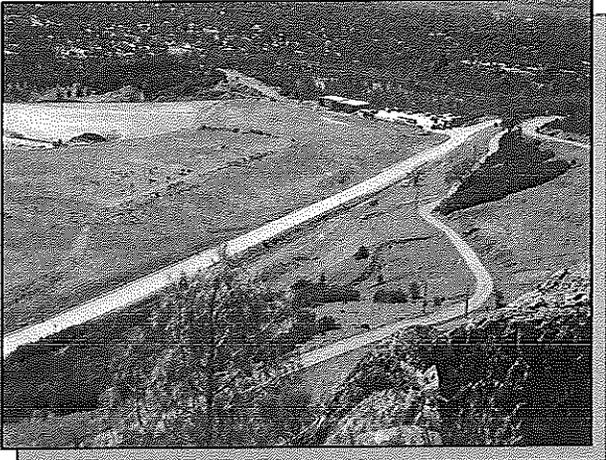
D. Price Proposal 12

Appendices

- A. SHN Resumes**
- B. Fee Table & 2015 SHN Fee Schedule**

“I have found SHN’s staff to be extraordinarily professional and helpful in addressing the many issues that arise in the operation of our landfill”

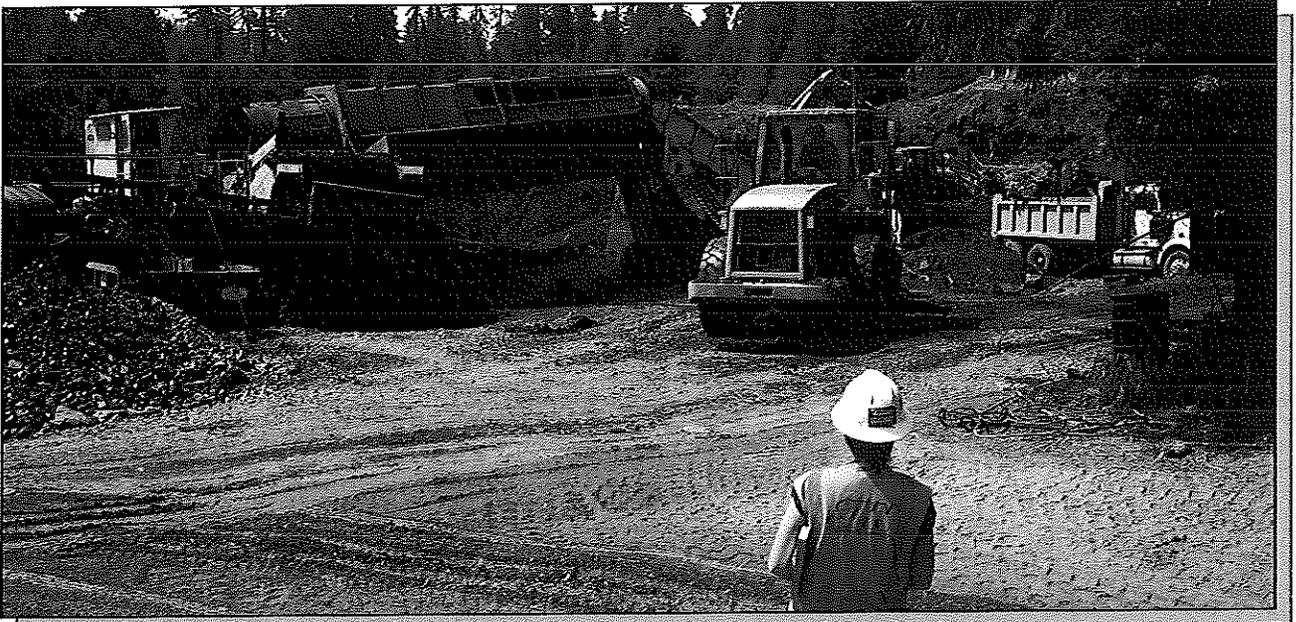
*Caroline C. Chavez, Director
County of Lake, Public Services Department*



The contents of this proposal are printed on 100% post-consumer recycled paper

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Executive Summary



SHN has provided compliance assistance at the Hely Creek Woodwaste Disposal Landfill for more than two decades, and has been instrumental in overseeing the facility's clean closure requirements since 2012 (additional details on Page 10).



SHN Consulting Engineers & Geologists, Inc. (SHN) is a science-based consulting

firm providing environmental, geosciences, engineering, surveying, and planning services throughout Northern California and Southern Oregon. Founded in 1979, SHN is comprised of more than 90 professional geologists, engineers, environmental scientists, surveyors, and planners.

SHN's staff has strong, well-developed working relationships with local, regional, and state regulatory agencies, including the North Coast Regional Water Quality Control Board (RWQCB). Our staff's reputation for quality performance and knowledge of dynamic regulatory requirements enhances our ability to assist in regulatory negotiations on behalf of our clients.

Our history of working with the RWQCB during the planning stages of several projects has facilitated approval later in the process. We have negotiated reduced monitoring programs, obtained approvals for work plans quickly, and pushed projects forward, resulting in substantial cost savings for our clients.

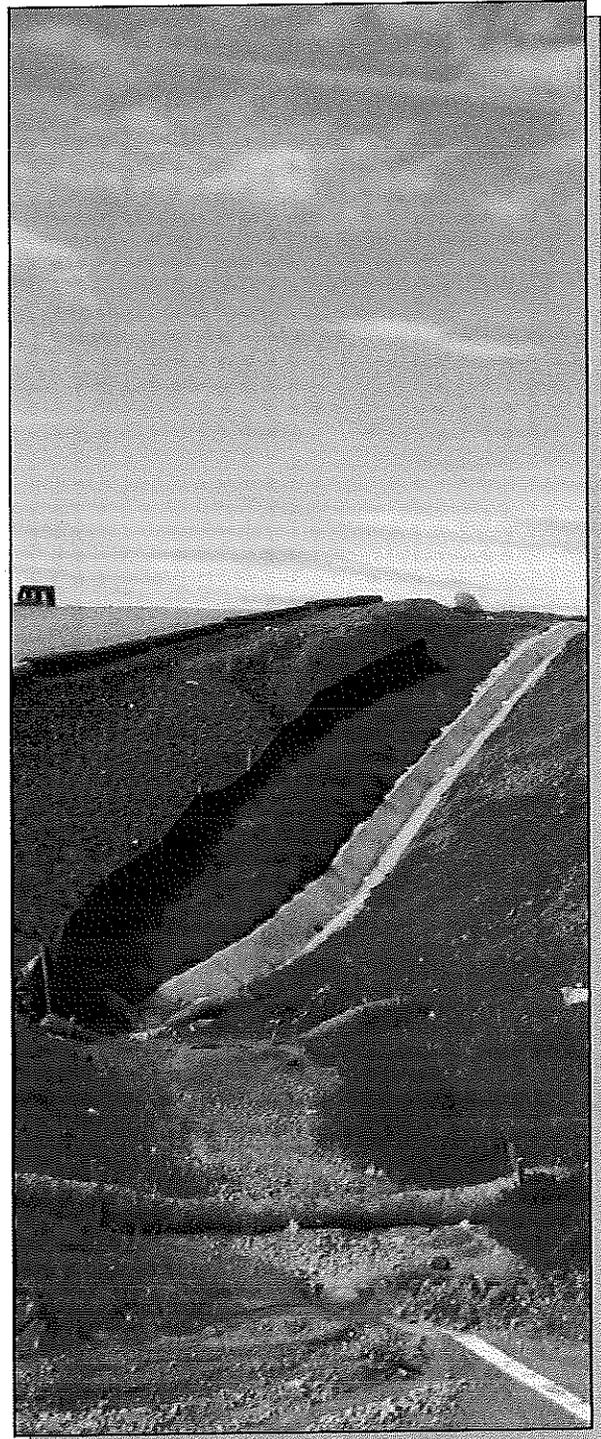
SHN and its staff have completed work on more than 100 solid waste-related projects, which have included landfill permitting and design, groundwater/surface water monitoring and reporting, and hydrogeologic evaluations for the installation of control systems for landfill gas, leachate, groundwater, surface water, and storm water. Featuring more than 36 years of compliance-related experience, SHN has had a presence in Del Norte County for more than 30 years and currently provides environmental services for several landfill facilities in Northern California.

Introduction

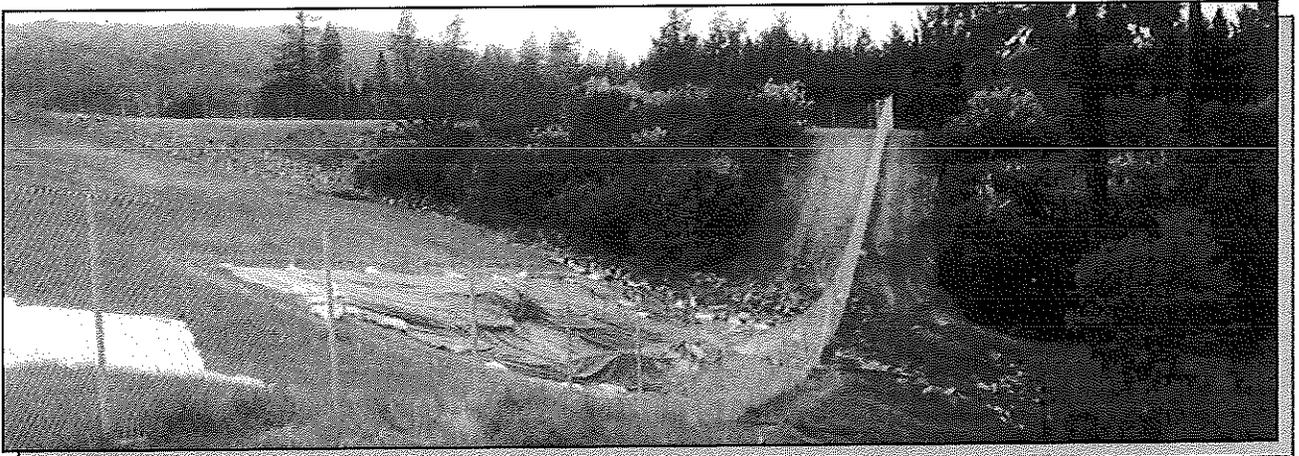
SHN has a long and successful history of providing environmental services for Northern California landfills, including active, inactive, and closed solid waste disposal sites. SHN can boast a strong, well-developed working relationship with local, regional, and state regulatory agencies, including the North Coast Regional Water Quality Control Board (RWQCB), which is the lead regulatory agency for the Crescent City Landfill.

SHN has reviewed the Request for Proposal (RFP) documents and we recognize the frustration that the Del Norte Solid Waste Management Authority (DNSWMA) has experienced in regard to the dispute of the WDR fees for the Crescent City Landfill. The scope of services detailed in the RFP outlines task-specific approaches to assisting the DNSWMA in tackling this impasse with the RWQCB.

Because SHN has an existing landfill client base (including active, inactive, and various versions of "closed"), we are strongly positioned to assist the DNSWMA in meeting their goals. SHN's resources could be instrumental for assisting your facility with data comparisons. We have successfully negotiated revisions to monitoring and reporting program orders, to streamline monitoring programs to provide accurate and compliant data while reducing monitoring costs.



SHN has provided environmental services at the Eastlake landfill in Lake County for more than 16 years.



The Laytonville Solid Waste Disposal Site is a capped and closed Class III facility located on a 34-acre parcel, with the actual disposal site encompassing 7 acres.

A. Project Schedule

The project schedule presented in Exhibit A of the RFP appears reasonable. However, timely responses from the RWQCB may hinder the project schedule. SHN understands that Ms. Gina Morrison is the regulator assigned to this facility and is the person who retains the most institutional knowledge about the site. Recent correspondence with the RWQCB have been hampered by her availability. SHN will maintain close contact with the DNSWMA regarding schedule compliance.

B. Qualifications

1. Project Experience

SHN and its staff have completed compliance and permitting requirements for more than 100 solid waste related projects. The projects have included Title 27 compliance including report of waste discharges, joint technical documents, closure plans, clean closure plans, and post-closure maintenance; active landfill and post-closure monitoring and reporting program compliance; landfill hydrogeologic evaluations; landfill gas monitoring compliance; and Construction Quality Assurance plans and oversight.

Our staff's reputation for quality performance and knowledge of continually changing regulatory requirements enhances our ability to assist in regulatory negotiations on behalf of our clients, and helps expedite day-to-day interactions. SHN works with RWQCB staff to obtain regulatory guidance and acceptance at the planning stage of our projects, ensuring approval later in the process. We have been able to negotiate reduced monitoring programs, obtain approvals for work plans quickly, and push projects forward, resulting in substantial cost savings for our clients.

Our proposed project team averages nearly 20 years of experience working with contaminated sites and landfills. The team is committed to providing DNSWMA cost-effective, reliable environmental review and appeal deliverables for the Crescent City Landfill.

2. Organization Chart, Resumes of Key Officers and Project Team Leaders

<p>The SHN team routinely performs a wide variety of the specialized environmental services for our clients. Our proposed team features the desired experience found in the RFP, as presented in this table.</p> <p>SHN resumes are provided in Appendix A.</p>		Title 27 Compliance Experience	Water Quality Engineering & Analysis Associated with Landfills in California & North Coast Region	Post-Closure Monitoring, Reporting, & Analysis	Landfill Gas Monitoring, Analysis, & Compliance
SHN Team Member	Project Role				
Roland Rueber, PG	Environmental Services Principal, Project Manager	✓	✓	✓	✓
Martin E. Lay, PE, QSD/P	Senior Engineer, QA/QC	✓	✓	✓	✓
Gwen Erickson, PG, CGP TOR	Compliance Manager, Project Geologist	✓	✓	✓	
Brenda Howell, EIT	Staff Engineer	✓	✓	✓	✓
Diana Ward	Project Management Assistant		✓	✓	✓

Roland Rueber, PG; Environmental Services Principal, Project Manager. Mr. Rueber has more than 18 years of experience at SHN in environmental and applied geology while working with federal, state, and local regulatory agencies. His experience includes project management, Phase I/II site investigations, landfill compliance, Brownfield investigations, site remediation, plan and procedure development, bid preparation, permitting, and subcontractor oversight. Mr. Rueber has prepared and implemented over 50 remedial action plans for a variety of contaminants.

Field experience includes excavations, drilling, soil and groundwater sampling, monitoring and remediation well installations, hydrogeologic evaluations, fate and transport evaluations, and lithologic and geophysical logging. Remediation experience includes installation of pump and treat, air sparge systems, dual-phase extraction systems, in-situ chemical oxidation (ISCO) using ozone, hydrogen peroxide, calcium peroxide, Cool-Ox™, or sodium persulfate, enhanced bio-remediation, and monitored natural attenuation evaluations.

Martin E. Lay, PE; Senior Engineer, Quality Assurance/Quality Control. Mr. Lay has more than 41 years of environmental and civil engineering experience. He is a California and Oregon registered Civil Engineer, specializing in environmental, remediation, water, soils, site civil, and construction management capacities. He has provided engineering design and construction management of several landfill and sewer projects. Mr. Lay has experience in waterfront projects; water resources investigations; site development/EIRs; underground storage tank related projects; water project investigation, design, and construction management projects; sewer related design and construction management projects; and construction inspection projects.

Gwendolyn J. Erickson, PG, CGP TOR; Project Geologist, Compliance Manager. Ms. Erickson is a licensed professional geologist with expertise in compliance monitoring at industrial and legacy pollution sites, projects with National Pollutant Discharge Elimination System (NPDES) permits, waste discharge requirements (WDR), and stormwater compliance for construction and industrial projects. Ms. Erickson is SHN's lead on tracking water quality regulations that affect our clients in Northern California. She is actively involved in the California Stormwater Quality Association (CASQA) industrial and construction subcommittees, and is a CASQA approved Construction General Permit trainer-of-record. She currently manages several of SHN's stormwater and landfill projects, provides regular stormwater training, and oversees a team of stormwater compliance professionals and clients.

3. References

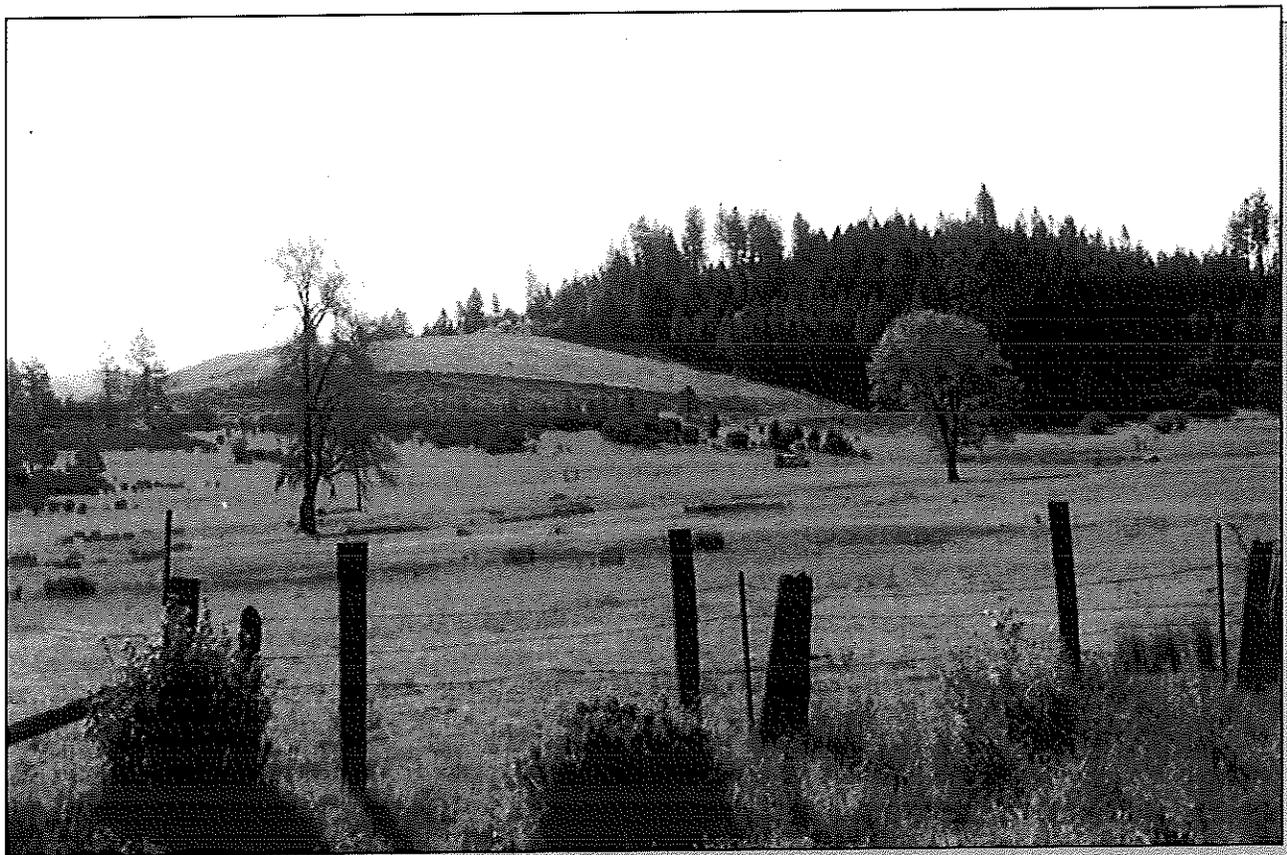
A valuable metric for considering the effectiveness of SHN's professional environmental services is the fact that we enjoy so many longtime and return clients.

Please feel free to discuss SHN's track record for reliability, effectiveness, and quality. We are certain you will be impressed by the assurances our references will give you. Our references often say that we have saved them time, money, and headaches by helping them with their projects in a reliable professional manner.

Client References
<p>Geoff Brunet, PE Mendocino County DOT 340 Lake Mendocino Drive Ukiah, CA 95482 707-463-4363</p>
<p>Caroline Chavez, Director County of Lake Public Services Department 33 Second Street Lakeport, CA 95453 707-262-1618</p>
<p>Craig Bressan, Corporate Manager EH&S Greenleaf Power, LLC 2600 Capitol Avenue, Suite 430 Sacramento, CA 95816 916-596-2515</p>
<p>Suzanne McClurkin-Nelson, Manager EHS Humboldt Redwood Company PO Box 37 Scotia, CA 95565 707-764-4268</p>
<p>April Ingram, Associate General Counsel Louisiana-Pacific Corporation 414 Union Street, Suite 2000 Nashville, TN 37219 615-986-5691</p>

Mendocino County Landfills

Mendocino County Department of Public Works; Caspar, Laytonville, and South Coast Landfills
(2012 — Ongoing)



SHN currently provides water quality compliance assistance to landfills owned by the County of Mendocino.

SHN's General Responsibilities

SHN developed a report of waste discharge and monitoring programs for each of these rural/municipal landfills, in accordance with Title 23 CCR, Chapter 15 requirements. The information contained in SHN's reports were used by the RWQCB to update Waste Discharge Requirements (WDRs) for each of the sites. SHN has been providing quarterly monitoring and reporting for each landfill in accordance with the WDRs since 2012.

In 2015, SHN submitted requests to revise the WDR's to reduce the frequency of groundwater monitoring. SHN also prepared and submitted non-water corrective action plans in accordance with Title 27 requirements and stormwater pollution prevention plans (SWPPP) for all three landfills to comply with new permitting requirements. SHN partnered with TRC, Inc. to prepare a revised post closure maintenance plan for the Laytonville and Caspar Landfills.

Mendocino County Landfills (continued)

Caspar Landfill

The Caspar SWDS is an approximately 16-acre Class III solid waste disposal site that was capped and closed in 1994. The SWDS contains approximately 800,000 cubic yards of waste (above grade) the Caspar landfill. The facility discharges to Doyle Creek. The monitoring network at the Caspar landfill is comprised of groundwater, leachate, landfill gas, and storm-water monitoring systems.

SHN prepared and implemented work plans to evaluate the extent of landfill-related contamination, and subsequently provided corrective actions/closure plan. SHN coordinated a phased approach to corrective actions involving five regulatory agencies; we successfully documented that naturally occurring organics were eluting as hydrocarbon contamination in the aquifer and was not attributable to the landfill. SHN also designed a geosynthetic final cover for 3:1 side-slopes and retrofit leachate collection and removal system, and acted as the County's liaison at public information meetings.

Laytonville Landfill

The Laytonville Solid Waste Disposal Site is a capped and closed Class III facility located on a 34-acre parcel, with the actual disposal site encompassing 7 acres. The facility is located adjacent to the Laytonville Rancheria, home of the Cahto Tribe. Rancheria residents were historically concerned about potential health effects from exposure to air, water, landfill gas, and soil at the facility. The monitoring network at the Laytonville landfill is comprised of groundwater and surface water monitoring systems.

South Coast Landfill

The South Coast Solid Waste Disposal Site is an inactive Class III facility with interim soil cover and comprises 6-acres on a 48-acre site. When operating, the site received approximately 2,220 tons of nonhazardous refuse per year. The South Coast SWDS was constructed in a shallow ravine and site stormwater discharges to the Little North Fork Gualala River. The monitoring network at the South Coast Landfill is comprised of groundwater, leachate, landfill gas, and surface water monitoring systems.

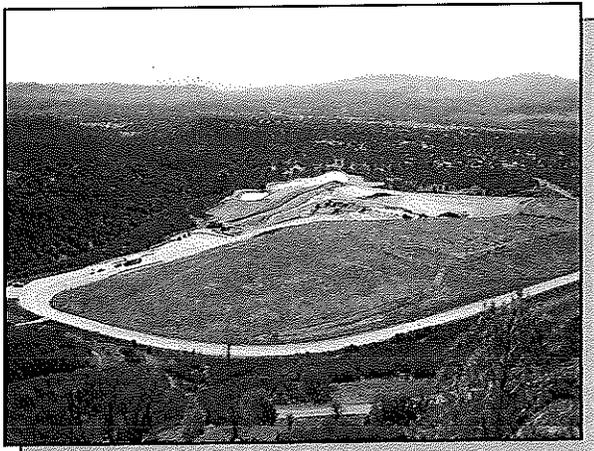
Project Relevance:

- Environmental services for several Northern California-based landfill projects
- Adherence to RWQCB landfill requirements
- SHN's reporting helped the RWQCB to define WDRs
- Corrective action and closure plans
- Title 27 requirements
- Quarterly monitoring reports
- Submitted proposals to RWQCB for reduced monitoring
- Coordination with County officials and RWQCB

Project Contact:

Geoff Brunet, PE
Mendocino County DOT
340 Lake Mendocino Drive
Ukiah, CA 95482
707-463-4363
brunetg@co.mendocino.ca.us

**Eastlake Landfill Facility Corrective Action Plan, Lake County Public Services Department,
Lake County, CA (1998 — Ongoing; excluding 2004)**



SHN's efforts at the Eastlake Landfill facility have included a robust suite of various environmental services.

Project Description

The Lake County Eastlake Landfill is an active municipal solid waste landfill located near the City of Clearlake in Lake County, California. There are two waste management units covering approximately 27 acres: the original unlined unit and a lined unit initiated in 1999. The facility occupies a former canyon in the headwaters of an ephemeral creek and extends to the confluence with a second creek that enters Clear Lake.

Since approximately March 1998, SHN has been assisting Lake County with water quality compliance issues in accordance with the Central Valley Regional Water Quality Control Board (RWQCB) Monitoring and Reporting Program for Waste Discharge Requirements. SHN also continues to communicate and coordinate closely with the RWQCB to respond to ongoing regulatory compliance issues.

Historically, SHN has conducted site investigations in connection with a sulfate groundwater plume, implemented an Evaluation Monitoring Program (EMP) to assess VOCs in groundwater and provided corrective actions; performed perimeter landfill gas (LFG) monitoring to assess the LFG capture and control system; recommended advanced best management practices; and oversaw the assessment of the leachate collection and recovery system. SHN also recently developed a stormwater pollution prevention plan that meets requirements of the 2014 Industrial General Permit.

SHN is currently assisting Lake County with conceptualizing the facility's expansion. SHN provided the assessment of feasibility to the county for the expansion. SHN will also be assisting in special studies for the expansion effort, including Title 27 document compliance.

Project Relevance:

- Environmental services for Northern California-based landfill projects
- Title 27 compliance
- Adherence to RWQCB Monitoring and Reporting Programs
- Saved money for the County by proving that sulfate plume was naturally occurring
- Special studies

Project Contact:

Caroline Chavez, Director
County of Lake Public Services Department
33 Second Street
Lakeport, CA 95453
707-262-1618
caroline.chavez@lakecounty.ca.gov

**Tank Gulch Ash Storage & Transfer Facility, Town of Scotia LLC (formerly PALCO)
Scotia, CA (1986 — Ongoing)**



SHN is facilitating the clean closure of this Class III ash disposal facility.

The Tank Gulch Ash Storage and Transfer Facility is a Class III disposal facility for ash generated at the local biofuel power plant. The ash is transported from the power plant and stored temporarily at the Tank Gulch facility, where it is then loaded into trucks and transferred during dry weather to fields as an agricultural amendment.

Through-out the history of this facility and changes in ownership, SHN provided the quality assurance and quality control during its construction, provided the permitting, planning, and environmental compliance for a change of operations, assisted with on-going compliance of monitoring and reporting programs and industrial general permits, and has most recently completed the combined report of waste discharge (ROWD) and joint technical document for clean closure, the closure/post-closure maintenance plans, and the financial assurance analysis for facility closure.

Following Regional Water Quality Control Board approval of the ROWD, SHN looks forward to also assisting the client with implementation of the clean closure plan.

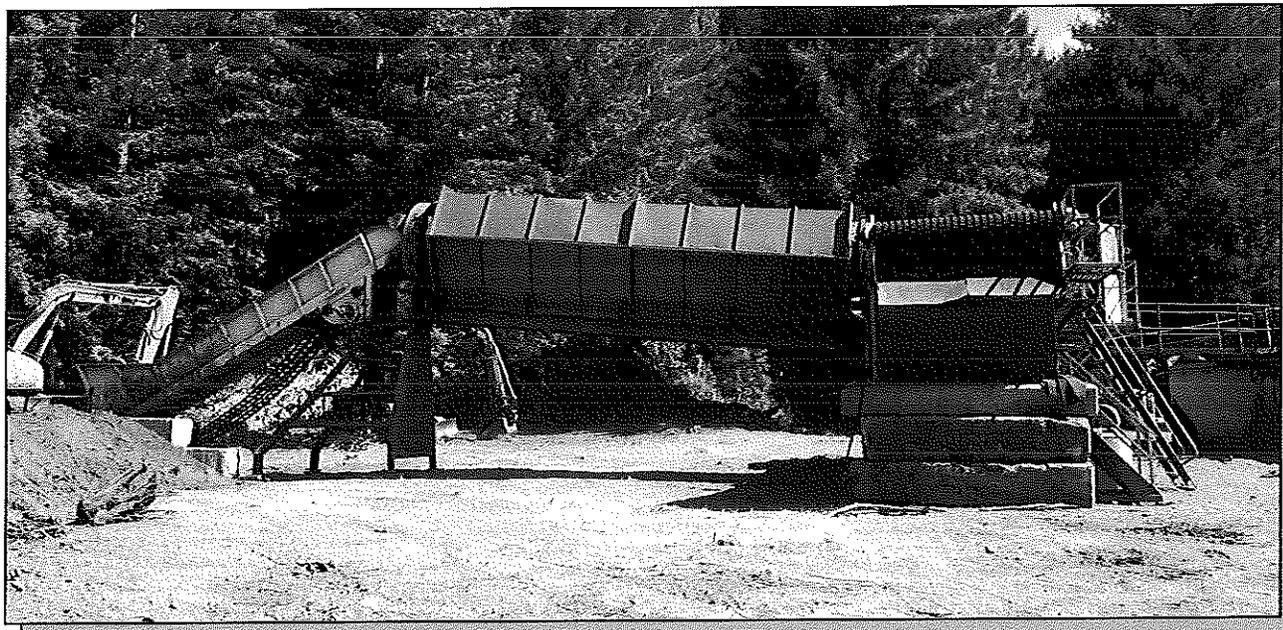
Project Relevance:

- Humboldt County-based disposal facility
- Report of Waste Discharge/Joint Technical Document
- Clean closure plan
- Closure/post-closure maintenance plans
- Industrial General Permit compliance
- Monitoring and reporting program compliance
- Coordination with RWQCB

Project Contact:

Craig Bressan, Corporate Manager EH&S
Greenleaf Power, LLC
2600 Capitol Avenue, Suite 430
Sacramento, CA 95816
916-596-2515
CBressan@greenleaf-power.com

**Hely Creek Woodwaste Disposal Site, Humboldt Redwood Company
Carlotta, CA (2012 — Ongoing)**



Alternative clean closure processing equipment at the Hely Creek WWDS.

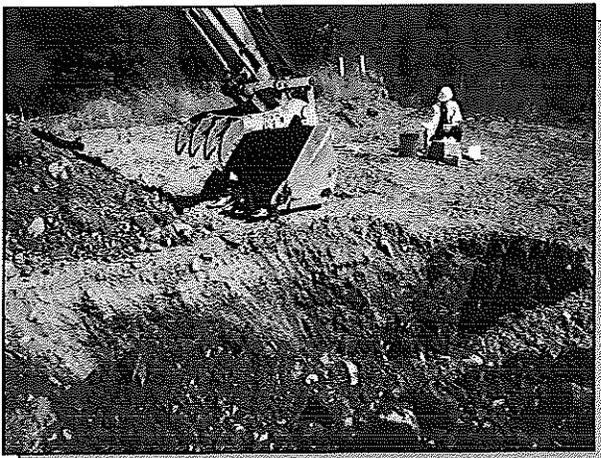
Historically, the Hely Creek Woodwaste Disposal Site (WWDS) was a Class III permitted woodwaste disposal site for non-hazardous woodwaste and other debris associated with graveled/earthen surface log deck clean up from the former Pacific Lumber Company's Carlotta Mill site. The Hely Creek WWDS site has been inactive since 1994. In Spring 2012, SHN worked closely with the North Coast RWQCB and assisted Humboldt Redwood Company (HRC) in getting an alternative clean closure process permitted that differed from the RWQCB-approved 2011 final closure plan. The approved 2011 final closure plan (prepared by others) required onsite spreading of sorted material, and in January 2012, the RWQCB-developed waste discharge requirements (WDR) based on this closure method.

Following SHN's evaluation of material re-use options and demonstration that water quality would remain protected, the RWQCB agreed that re-use of the sorted material as an offsite commodity was acceptable. In May 2012, SHN assumed the role of Construction Quality Assurance officer for seasonal clean closure operations at the Hely Creek WWDS site. While implementation of the alternative clean closure process negated some aspects of the WDR, SHN worked very closely with the RWQCB to establish alternative monitoring requirements to ensure HRC was complying with the relevant sections of the WDRs and California Code Of Regulations, Title 27 requirements. SHN also communicated and coordinated closely with the Humboldt County Environmental Department (LEA) and County Planning Department while implementing the alternative clean closure process.

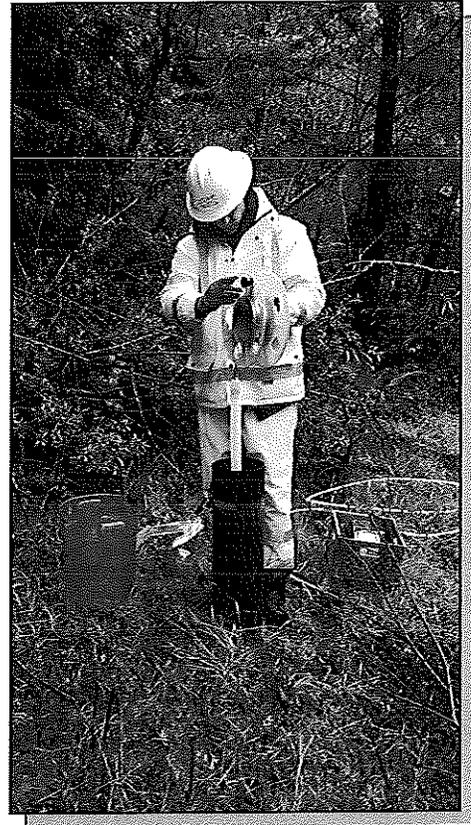
Hely Creek WWDS Site (continued)

During clean closure activities SHN has also taken the lead to assist its clients with stormwater compliance, preparing stormwater pollution prevention plans in the changing regulatory environment and preparing annual WDR-required winterization plans for the site.

Following two seasons of clean closure activities, SHN initiated a waste characterization alternative study. The waste characterization study was completed in response to unusual petroleum hydrocarbon results that were reportedly leachable. Results of the waste characterization study indicated that the incumbent laboratory's analytical method and reporting limits were not accurately representing true quantifications of leachable motor oil at the site. The RWQCB agreed that an alternative laboratory analytical method and subsequent quality assurance could be used to evaluate motor oil at the site.



Pre-process waste characterization is more efficient for hauling sorted material.



Water quality compliance monitoring.

Project Relevance:

- Clean closure implementation
- Title 27 compliance
- Waste Discharge Requirements
- Industrial General Permit
- Coordination with RWQCB and Humboldt County Environmental Health (LEA) and Planning
- Waste characterization alternative analysis

Project Contact:

Suzanne McClurkin-Nelson
 Manager EHS
 Humboldt Redwood Company
 PO Box 37
 Scotia, CA 95565
 707-764-4268
 SMcClurkin-Nelson@hrcellc.com

C. Approach

SHN has reached out to its current landfill clients and assessed that the 1A threat and complexity designation that the RWQCB has assigned to the Crescent City landfill is not in line with similar landfills in Northern California. Title 23, Division 3, Chapter 9 fees have been steadily rising the past few years and have nearly doubled in the past 5 years. Based on our review of the RFP documents, we understand the burden this has put on your rural agency. SHN would like to pursue this appeal with you by comparing the monitoring data, proximity of sensitive receptors, and receiving water beneficial uses from your landfill to landfills with lower designations.

While SHN is very much in line with your arguments that WDR fees should consider landfill size and population, the appeal to the State Water Resources Board to change Title 23 is, admittedly, not a likely outcome. We would rather pursue the argument that Title 23 already allows the RWQCB the latitude to consider similar factors. Specifically, footnote 7 (footnote 6 in previous years) of 2014/2015 Fee Schedule of Title 23, Division 3, Chapter 9 Article 1 indicates:

In assigning a category for TTWQ, a regional board should consider duration, frequency, seasonality, and other factors that might limit the impact of the discharge.

Arguably, the size of the landfill and consequently, potential area of impact, limit the impact of the discharge. In comparing your facility data to data from other facilities of both lower and similar threat/complexity designations SHN hopes to support this argument.

We have negotiated numerous reductions to monitoring and reporting programs. We currently have requests for reductions in monitoring for review at the RWQCB, for the Caspar, Laytonville, and South Coast municipal landfills, the former Louisiana-Pacific (LP) Caspar woodwaste landfill, and the former LP Samoa pulp mill landfill. We use a system of comprehensive data evaluation, statistical evaluation, economic considerations, and presentation to make the arguments to reduce frequency of monitoring and reducing the analytical requirements.

D. Price Proposal

As required in the RFP, we have completed the tasks table from Exhibit A, and that table (included with SHN's billing rates for the personnel identified in this proposal) can be found in Appendix B of this submittal. Also, we have included SHN's 2015 Fee Schedule as well.



Thank you for your consideration...

Please put us to work!

A

Distinguishing Qualifications

- Project Management
- Phase I / II Site investigations, remedial action plans, and remediation well installations
- Landfill compliance
- Excavations, drilling, soil and groundwater sampling
- Membrane Interface Probe investigations and interpretation
- Choosing effective remediation systems
- Natural attenuation evaluations
- LNAPL Evaluations
- In Situ Chemical Oxidation

Years of Experience: 18

Years with SHN: 14

Education

Additional coursework, Geology, Colorado State University, Fort Collins, Colorado

B.S., Geology, Humboldt State University, Arcata, California; 1993

Natural Attenuation for Remediation of Contaminated Sites. National Groundwater Association Short Course; 2002

API Interactive LNAPL Guide Short Course; August 2005

Innovative Direct Push Methods for Effective and Efficient Subsurface Characterization; May 2006

Principles of Groundwater Flow and Transport Modeling; May 2007

Professional Registrations/ Certifications

2003, Professional Geologist; CA #7629

2012, Registered Geologist, OR #G2337

Roland Rueber, PG

Principal Geologist, Project Manager

Relevant Experience

Mr. Rueber has more than 18 years of experience at SHN in environmental and applied geology while working with federal, state, and local regulatory agencies. His experience includes project management, Phase I/II site investigations, Brownfield investigations, landfill compliance, site remediation, plan and procedure development, bid preparation, permitting, and subcontractor oversight. Mr. Rueber has prepared and implemented over 50 remedial action plans for a variety of contaminants. Field experience includes excavations, drilling, soil and groundwater sampling, monitoring and remediation well installations, hydrogeologic evaluations, fate and transport evaluations, and lithologic and geophysical logging. Remediation experience includes installation of pump and treat, air sparge systems, dual-phase extraction systems, in-situ chemical oxidation (ISCO) using ozone, hydrogen peroxide, calcium peroxide, Cool-Ox™, or sodium persulfate, enhanced bioremediation, and monitored natural attenuation evaluations.

Representative Projects

South Coast, Caspar, and Laytonville Landfills, Mendocino County, CA. Project Manager. Reviewed existing site data and submitted proposals to reduce groundwater monitoring at each landfill. Prepared non-water corrective action plans and quarterly monitoring reports for all three landfills.

East Lake Landfill, Clear Lake, CA. Project Geologist. Supervised the installation of three groundwater monitoring wells, downgradient of the landfill. Performed an infiltration test to document the infiltration rate of a recently installed cap at a closed cell of the landfill.

Landfill Gas Well Installation, Cummings Road Landfill, Eureka, CA. Project Geologist. Supervised the installation of 2- eight inch diameter landfill gas extraction wells.

Site Investigation and Remediation, Underground Storage Tank Sites; Del Norte County, CA. Project Geologist. Tasks included work plan preparation and Geoprobe® investigation at seven County-owned underground storage tank sites. Two sites were closed based on initial investigation. Monitoring wells were installed at five sites, and overexcavation of contaminated soil at one site. After one year of monitoring, closure was obtained at the remaining sites.

Hazardous Materials Investigation, Design, and Remediation for CAL FIRE and California DGS-RESO, 45 Sites. Project Geologist and Project Manager for environmental site assessments (ESAs) Phases I-III, frequently involving investigation and remediation of soil and groundwater contamination at the locations of USTs at various CAL FIRE and Conservation Camp sites. Of the 34 UST sites on which SHN has worked, almost all have been closed. Installed groundwater supply wells and rehabilitated existing supply wells at several fire stations and conservation camps.

Distinguishing Qualifications

- Municipal engineering and consulting engineering expertise
- Wastewater collection, treatment and disposal experience
- Environmental, water, soils, site civil, and construction management
- ASCE Engineer of the Year, 2006

Years of Experience: 41
Years with SHN: 30

Education

B.S., Environmental Engineering, Humboldt State University; 1973

AA, Surveying and Mapping Technology, San Francisco City College; 1970

Continuing Education in slope failure analysis, watershed management, concrete inspection, hazardous substances, cleanup, and remediation

Professional Registrations/ Certifications

Civil Engineer, CA #28031; 1977

Civil Engineer, OR #19382; 1997

Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP) CASQA-QSD/P #00289

Memberships

American Society of Civil Engineers (ASCE)

Engineers without Borders (EWB)

Rotary International

Martin E. Lay, PE

Senior Environmental Engineer, Quality Assurance & Quality Control

Relevant Experience

Mr. Lay has more than 41 years of environmental and civil engineering experience. He is a California and Oregon registered Civil Engineer, specializing in environmental, water, soils, site civil, and construction management capacities. He has provided engineering design and construction management of several landfill and sewer projects. Mr. Lay has experience in waterfront projects; water resources investigations; site development/EIRs; underground storage tank related projects; water project investigation, design, and construction management projects; sewer related design and construction management projects; and construction inspection projects.

Representative Projects

Environmental Services for the Former Wood Dry Kilns, Boiler Facility, and Soil Stockpiles, Former Little Lake Industries Property, City of Arcata, CA. Project Manager and Remediation Engineer to clear this former lumber mill site for redevelopment and public access. Data gap characterization for appropriate demolition and disposal, recycling, and remediation. Assisted the City with the handling of the site soil stockpiles; proper destruction of an industrial water well; and characterization, demolition, and disposal of the concrete masonry unit/wood/steel dry kiln structures and boiler. Constituents of concern included: petrochemicals, pentachlorophenol, dioxins/furans, and metals.

Hazardous Materials Investigation, and Remediation Design and Implementation; California Department of General Services, RESD; CAL FIRE, Various Sites, California Department of General Services. Quality Advisor for an assessment of soil and groundwater conditions, to collect various data, and to characterize the extent of contamination at various CAL FIRE sites.

Non-Water Corrective Action Plans for South Coast, Caspar, and Laytonville Landfills, Mendocino County, CA. Quality Assurance/Quality Control. Provided QA/QC of the non-water corrective action plans for all three landfills.

Indian Island Tuluwat Village, Wiyot Tribe Eureka, CA. Senior Project Engineer. Provided environmental and civil engineering design and review for preparation of construction documents relative to contaminated (hazardous) soil remedial action activities. Reviewed contaminant types, and methods for capping/containment, and excavation/disposal of soil impacting Humboldt Bay, in compliance with regulatory agency directives and environmental exposure concerns for reuse of the site.

Site Investigation, Remediation, and Closure, Simonson Mill, Green Diamond Resource Company, Smith River, CA. Project Manager for comprehensive site environmental review of sawmill. Conducted Phase II soil and groundwater investigation, and completed Phase III remediation of dioxin-impacted soil on specific parcels.

Distinguishing Qualifications

- Project Management
- Compliance Monitoring
- NPDES Waste Discharge Requirements
- Stormwater Compliance for Construction and Industrial Sites
- Construction General Permit Trainer of Record
- BMP Evaluations, Recommendations
- Water Quality
- Risk Management
- QSD/QSP

Years of Experience: 15

Years with SHN: 3

Education

M.S., Geology, Humboldt State University, Arcata, CA; 2008

B.A., Geology, Humboldt State University, Arcata, CA; 1999

Professional Registrations/ Certifications

California, Professional Geologist, No. 8578; 2009

Oregon, Geologist-in-Training, No. T2083; 2005

Qualified SWPPP Developer (QSD)/ Qualified SWPPP Practitioner (QSP) CASQA #21366; 2011

OSHA 8-Hour HAZWOPER Refresher, Northern California Safety Consortium; 2014

OSHA 40-Hour HAZWOPER Training, Northern California Safety Consortium; 2002

CPN Radiation Safety and Nuclear Gauge Use, Pacific Nuclear Technology; 2000

Gwendolyn J. Erickson, PG, CGP TOR

Project Geologist, Compliance Manager

Relevant Experience

Ms. Erickson is a licensed professional geologist with expertise in compliance monitoring at industrial and legacy pollution sites, projects with National Pollutant Discharge Elimination System (NPDES) permits, waste discharge requirements (WDR), and stormwater compliance for construction and industrial projects. Ms. Erickson is SHN's lead on tracking water quality regulations that affect our clients in Northern California. She is actively involved in the California Stormwater Quality Association (CASQA) industrial and construction subcommittees, and is a CASQA approved Construction General Permit trainer-of-record. She currently manages several of SHN's stormwater and landfill projects, provides regular stormwater training, and oversees a team of stormwater compliance professionals and clients.

Representative Projects

Hely Creek Wood Waste Disposal Site, Humboldt Redwood Company, Carlotta, CA. Project Manager and Compliance Coordinator for landfill clean closure activities. Documented construction quality assurance (CQA), and implemented monitoring and reporting program (MRP), and industrial SWPPP in a 303(d) listed sediment sensitive watershed. Recommended best management practices (BMPs) for clean closure and industrial practices; provide client and contractor SWPPP training. Maintain CQA, MRP and SWPPP records and manage reporting.

Permit Compliance, Eastlake Sanitary Landfill Lake County Public Services Department, CA. Task Manager to comply with surface and stormwater related RWQCB directives for investigation and corrective actions at a 27-acre municipal solid waste disposal site. Researched landfill and surface impoundment CQA documents; provided recommendations for special studies for leachate collection and recovery system and storm water compliance management. Worked with RWQCB to recommend effective best management practices; prepared 2015 facility stormwater pollution prevention plan (SWPPP) in compliance with 2014 industrial general permit.

Investigation, Remediation, and Permitting of Former Plywood Mill, Confidential Client, Eureka, CA. Project Manager responsible for post-remedial groundwater, surface water and stormwater monitoring and reporting programs. Contaminants included residual fuels, pentachlorophenol, and dioxins in shallow soil and groundwater. Separate litigation and RWQCB monitoring programs contributed to complex monitoring and reporting requirements. Manages various environmental site maintenance and compliance tasks to maintain ground-, surface-, and stormwater quality; composed facility industrial SWPPP and provided SWPPP training to onsite tenant; developed activity reports for client, City, and the RWQCB.

South Coast, Caspar, and Laytonville Landfills; Former Caspar Woodwaste Landfill, Mendocino County, CA. Project Geologist. Prepared SWPPP for these four Mendocino County landfill facilities.

Distinguishing Qualifications

- Landfill data analysis experience
- Adherence to regulatory requirements to ensure compliance
- Water/wastewater treatment and design
- Water resources and hydraulics
- Preparation of site investigation work plans and monitoring reports

Years of Experience: 5

Years with SHN: 3

Education

B.S. in Environmental Resources Engineering, Humboldt State University; 2011

Professional Registrations/ Certifications

Engineer-in-Training Certificate (EIT), California Board for Professional Engineers, Land Surveyors, and Geologists, No. 142334; 2011

Professional Memberships

Member, American Society of Civil Engineers (ASCE)

Brenda Howell, EIT

Staff Engineer

Relevant Experience

Ms. Howell has more than 5 years of experience and specializes in hydraulics, water/wastewater treatment and design, and groundwater/soil remediation. She has experience modeling and designing water distribution systems. Ms. Howell currently serves as staff engineer for all three of SHN's Mendocino County landfill projects and conducts historical data analysis, statistical analysis and interpretation, and reviews regulatory requirements to ensure compliance.

Representative Projects

Water and Gas Monitoring, Non-Water Corrective Action Plans of Three Landfills, Mendocino County, CA. Staff Engineer. Conducts historical data analysis, statistical analysis, and interpretation, and reviews regulatory requirements to ensure compliance.

Former LP Samoa Landfill, Louisiana-Pacific Corporation, Samoa, CA. Staff Engineer. Reviewed quarterly reports and requested a revised monitoring program.

Former LP Caspar Wood Waste Landfill, Louisiana-Pacific Corporation, Caspar, CA. Staff Engineer. Reviewed quarterly reports and requested a revised monitoring program.

Hazardous Materials Investigation, and Remediation Design and Implementation; Various Facilities in Northern California; California Department of Corrections and Rehabilitation. Staff Engineer. Site investigation, engineering design, installation, operation, and maintenance of remediation systems for various bulk plants, throughout far-northern California and southwestern Oregon.

Subsurface Investigation, DGS-RESO; Various Facilities in Northern California; CAL FIRE. Staff Engineer. Conducted subsurface investigations to define the extent of hydrocarbon contamination in the vicinity of former UST sites, defined geologic and hydrogeologic conditions, and determined the presence (or absence) of a perched water zone. Currently performs ongoing monitoring and conducts groundwater and soil sampling for lab analysis.

Stormwater Compliance, Martin Slough Interceptor Linear Underground Project (LUP), City of Eureka, CA. Staff Engineer. Assisted with construction SWPPP monitoring and site inspections as alternate QSP for a Type 2 LUP construction SWPPP located adjacent to and sometimes crossing a 303(d) listed water body. Assisted with SWPPP maintenance, assisted with record keeping and photo file management, and prepared annual report. Assisted with monitoring, sampling, and reporting for Low Threat Discharge permit for discharge of construction dewatering. Maintained close communication with project QSD/QSP, construction foreman, and resident engineer.

B

Fee Table & 2015 SHN Fee Schedule

**REQUEST FOR PROPOSALS FOR
Professional Environmental Services at the Crescent City Landfill
Exhibit A : RFP Schedule and Price Proposal Form**

Proposing Company:

SHN Consulting Engineers & Geologists, Inc.

A. Appeal of WDR Fees & Threat / Complexity Rating

Tasks	Requested Date	Proposed Date	Price
A1. Regulatory and Appeal Review			\$ 3,900
A2. Review of monitoring network, drilling logs, and monitoring data			\$ 7,170
A2.1 Assessment and recommendations regarding sampling network	Contract Start + 5 weeks		\$ 2,125
A2.2 Draft sampling and Analysis plan for the Crescent City Landfill	Receipt of Comments on A2.1 + 2 weeks		\$ 2,395
A3. Review possible WDR appeal approaches & strategies	Contract Start + 8 weeks		\$ 4,105
A4. Prepare appeal letter re. Threat / Complexity Rating and WDR Fees	Receipt of Comments on A3 + 2 weeks for draft for A4		\$ 2,070
A5. Prepare appeal letter to SWRCB	Receipt of Comments on A3 + 2 weeks for draft for A5		\$ 1,145
A6. List additional efforts or data collection to support continuing appeal			\$ 1,510
TOTAL TASK A			\$ 24,420

B. Analysis supporting changes to the Monitoring and Reporting Program

Tasks	Requested Date	Price
B1. Prepare list of changes to be made for MRP 97-90, including new requirements and potential negotiating points.	Contract Start + 5 weeks	\$ 2,345
B2. Prepare a report of the proposed changes to the MRP 97-90.	Submission of A2.2 + 1 week for draft for B2	\$ 2,365
B3. Follow-up responses as needed		\$ 720
TOTAL TASK B		\$ 5,430
TOTAL PRICE PROPOSAL	TASK A + TASK B TOTALS	\$ 29,850

Please attach a rate sheet indicating billing rates for all personnel and services to be used throughout this project.

Assumptions: Select tasks may exceed the indicated budget and some may be less than the indicated budget, the total price proposal will not exceed \$29,850. Costs are based on the scope outlined in the request for proposals.

Billing rates for personnel identified in the proposal:

- Marty Lay \$145/hr
- Roland Rueber \$135/hr
- Gwen Erickson \$110/hr
- Brenda Howell \$85/hr
- Diana Ward \$75/hr

SHN's 2015 Fee Schedule is on the following pages.



Consulting Engineers & Geologists, Inc.

Fee Schedule January 1, 2015

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates		
Position ¹	Hourly Rates	
Principal Engineer	\$ 130.00	- \$175.00
Principal Engineering Geologist	\$ 120.00	- \$150.00
Principal Surveyor	\$ 120.00	- \$150.00
Project Manager	\$ 80.00	- \$150.00
Senior Planner	\$ 95.00	- \$135.00
Senior Engineer	\$ 110.00	- \$145.00
Senior Geotechnical Engineer	\$ 120.00	- \$150.00
Senior Geologist	\$ 110.00	- \$140.00
Senior Surveyor	\$ 100.00	- \$130.00
Engineer	\$ 80.00	- \$115.00
Traffic Engineer	\$ 80.00	- \$135.00
Geologist	\$ 80.00	- \$110.00
Certified Industrial Hygienist	\$ 90.00	- \$135.00
Environmental Specialist	\$ 70.00	- \$125.00
Environmental Planner	\$ 70.00	- \$110.00
Staff Surveyor ³	\$ 70.00	- \$100.00
Assistant Engineer	\$ 70.00	- \$115.00
Survey Party Chief ³	\$ 70.00	- \$100.00
Junior Engineer	\$ 60.00	- \$ 85.00
Engineering Technician/Draftsperson ³	\$ 60.00	- \$ 85.00
Lab/Field Technician ³	\$ 60.00	- \$ 95.00
Survey Technician ³	\$ 60.00	- \$ 85.00
Technical Writer	\$ 50.00	- \$ 65.00
Clerical	\$ 45.00	- \$ 65.00
Expert Witness ^{2,4}	\$150.00	- \$250.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if prevailing wage rates are required in the area of work.

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables

The following direct charges are charged in addition to the hourly charge rates set forth above.

Direct Charges:

CADD plots (black & white)	\$ 4.00/ea.
CADD plots (color)	\$ 20.00/ea.
Copies	\$.15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
FAX	\$ 2.00/sheet
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 2.50/sq. ft.
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 12.00/day plus \$ 0.80/mile

Field Testing and Equipment:

Anchor bolt tension testing	\$ 80.00/day plus operator
CO ₂ Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 25.00/day**
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 53.00/day**
Expendable Supplies	\$ 40.00/day**
Fyrite Meter	\$ 33.00/day**
Generator	\$ 53.00/day**
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 33.00/day
Health & Safety Level D	\$ 35.00/day**
Health & Safety Level C	\$ 60.00/day**
High Pressure Controller	\$ 60.00/day**
Inclinometer	\$200.00/day*
LEL Meter	\$ 66.00/day**
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$132.00/day**
Ozone Sparge Trailer	\$2,000.00/day
Peristaltic Pump	\$ 50.00/day**
pH/Conductivity Meter	\$ 53.00/day**
Power Auger	\$100.00/day**
Pumps	\$ 45.00/day**
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator

* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Field Testing and Equipment, Continued:

Roto-hammer	\$ 50.00/day**
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day**
Soil Gas Probes	\$200.00/day**
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 26.00/day**
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day**
Water Level Data Logger	\$ 60.00/day**
Water Level Meter	\$ 33.00/day**
Well Point	\$ 50.00/day
Well Wizard	\$100.00/day**

Survey Equipment:

Data Collector	\$ 5.00/hour
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 12.50/hour

Laboratory Tests:

Asphalt Briquette Compaction	\$ 50.00/ea. ⁽¹⁾
Asphalt Bulk Specific Gravity	\$ 30.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$190.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$150.00/ea.
6-inch Mold	\$150.00/ea.
Check Point	\$ 50.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. ⁽²⁾
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 25.00/test (floor test)
Consolidation Test	\$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$130.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$100.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$115.00/point
Additional cycles (each)	\$ 50.00/ea.
Disposable Concrete Molds	\$ 2.00/ea.

* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.

(2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Laboratory Tests, Continued:

Durability Index	\$ 75.00/ea.
Expansion Index	\$150.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$150.00/test
Liquid Limit	\$ 75.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Absorption & Moisture	\$ 50.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 15.00/ea.
Moisture-Density Test	\$ 25.00/ea.
Particle Size Analysis (ASTM 422)	\$100.00/ea.
Percent Crushed Particles	\$125.00/ea.
Percent Entrained Air In Concrete	\$ 10.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 50.00/ea.
Plasticity Index	\$125.00/ea.
R-Value	\$250.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 70.00/ea.
Sample Preparation	\$ 40.00/hour
Sand Equivalent	\$ 50.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 45.00/ea.
Sieve Analysis--Fine	\$ 55.00/ea
Sieve Analysis--Passing 200	\$ 45.00/ea.
Specific Gravity, Rock	\$ 45.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 20.00/ea.
USDA Textural Suitability Test	\$ 50.00/ea.
Unconfined Compression	\$ 50.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

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

www.recycledelnorte.ca.gov

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

Staff Report

Date: 16 July 2015
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 180501 – Recology Del Norte Collections
Topic: Financial Statements September 30, 2014 and 2013

Summary / Recommendation: No action required. Staff recommend that the Board receive and direct staff to file this report.

Background: Section 6.02 of the Franchise Collection Agreement reads as follows: *“Contractor shall submit audited annual financial statements consisting of a current balance sheet and income and expense statement, and related consolidated statement of financial operations. All statements and reports must be submitted not later than four (4) months following the end of Contractor's annual accounting period. Statements must clearly show financial information for services provided under this Agreement separate from all other operations of Contractor, its affiliates or parent companies, if any.”*

Any expenses shared with, or payments made to, any Related Party of Contractor are to be explained in detail including documentation to justify the level of payment for shared expenses.”

Following the passing of former Recology Del Norte general manager Tom Sparrow, the Authority Director noticed that Recology's Financial statements were not received. Within a week of requesting this report, it was delivered to the Authority office.

Analysis: These financial statements include (on page 3) a \$992,555 net distribution to parents and affiliates. In an e-mail, Recology Del Norte General Manager Ed Farewell provided this explanation regarding this amount: *“The net distribution to parent and affiliates represents the net change in revenues collected, payments to vendors, such as disposal fees and transactions between Recology Del Norte and other Recology companies during the fiscal year. An adjustment entry is often*

10 February 2015

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3.1

made to zero the balance at year end. The \$992,555 shown on page 3 of the audited financial statements is an accumulation of two prior years in which this entry was not made plus the \$466,343 related to 2014. Page 2 and page 4 have a reference of \$526,212 under a title in current assets called Due from Parent. The \$526,212 is the made up of \$195,008 from fiscal year 2012 and \$331,204 from fiscal year 2013. In fiscal year 2011, \$276,515 was transferred from parent to cover losses during that year.

If you are wondering why the zero out entry was not made in 2013 or 2012, materiality comes in to play as it relates to Recology as a whole. Either way, the amount for each year is shown in the financial statements for that year."

After consulting with Authority Treasurer / Controller Rich Taylor, Authority staff conclude that on average over the past three years, Recology Del Norte has had annual profits of approximately \$330,000 per year transferred to their parent company in San Francisco. While there is no problem with private contractors remaining profitable, the amount of these profits need to be considered in light of the Authority's oversight responsibilities regarding Recology Del Norte's services, staff, performance and equipment maintenance. This amount is equivalent to an average annual profit of 7.8% transferred to the parent company. If this amount was considered as profits for a single year, it would represent a single year profit of 23.6%.

It is worth noting that no equivalent transfer occurred during the previous two fiscal years. Perhaps the timing of this large transfer is coincidence, but this was the same period following the passing of former general manager Tom Sparrow.

At that time all parties agreed that maintenance of Recology equipment and painting of trucks had been deferred. Jeremy Herber has worked diligently to address this deferred maintenance since that time, and Authority staff are currently satisfied with the pace of these efforts.

Alternatives: The Board could request supporting information or additional detail regarding the contents of these financial statements.

Fiscal Impacts: These financial statements are required because of the provisions of the agreement between the Authority and Recology Del Norte, and provide essential information for the assessment and evaluation of the performance of this Authority contractor. While these financial statements do not impact Authority revenues or services, they do reflect the ongoing expenses and revenues of the Authority's contractor. Under the Authority's agreement, Recology Del Norte manages approximately 61% of the total annual solid waste revenues in Del Norte County.

B|F|B|A

Beyond Accounting

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements

September 30, 2014 and 2013

(With Independent Auditors' Report Thereon)

83 Scripps Drive #210 Sacramento, CA 95825

www.bfba.com

Office: (916) 924-0800

Email: info@bfba.com



Beyond Accounting

Independent Auditors' Report

The Board of Directors
Recology Del Norte:

Report on the Financial Statements

We have audited the accompanying financial statements of Recology Del Norte (the Company) (a wholly owned subsidiary of Recology Inc.), which comprise the balance sheets as of September 30, 2014 and 2013, and the related statements of income and stockholder's investment and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Recology Del Norte as of September 30, 2014 and 2013, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

BFBA, LLP

Sacramento, California
February 6, 2015

83 Scripps Drive #210 Sacramento, CA 95825

www.bfba.com

Office: (916) 924-0800

Email: info@bfba.com

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheets

September 30, 2014 and 2013

Assets	<u>2014</u>	<u>2013</u>
Current assets:		
Cash	\$ 25,406	32,195
Accounts receivable, net of allowance for doubtful accounts of \$2,350 and \$1,673 in 2014 and 2013, respectively	475,526	434,294
Parts and supplies	26,907	28,612
Prepaid expenses	25,337	25,345
Due from Parent	—	526,212
Total current assets	<u>553,176</u>	<u>1,046,658</u>
Property and equipment:		
Land improvements	24,675	24,675
Vehicles, containers, and operating equipment	42,315	42,315
Less accumulated depreciation	<u>(44,437)</u>	<u>(42,118)</u>
Property and equipment, net	<u>22,553</u>	<u>24,872</u>
Total assets	<u>\$ 575,729</u>	<u>1,071,530</u>
Liabilities and Stockholder's Investment		
Current liabilities:		
Accounts payable	\$ 15,552	30,385
Accrued liabilities:		
Payroll and payroll taxes	31,876	24,994
Vacation and sick leave	32,017	67,313
Disposal	117,778	112,065
Franchise fees	20,575	20,871
Other	18,421	10,374
Deferred revenues	<u>277,410</u>	<u>258,944</u>
Total current liabilities	513,629	524,946
Commitments and contingencies		
Stockholder's investment, net	<u>62,100</u>	<u>546,584</u>
Total liabilities and stockholder's investment	<u>\$ 575,729</u>	<u>1,071,530</u>

See accompanying notes to financial statements.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)
Statements of Income and Stockholder's Investment
Years ended September 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Revenues:		
Refuse collection	\$ 4,197,620	4,095,990
Total operating revenues	<u>4,197,620</u>	<u>4,095,990</u>
Expenses:		
Refuse collection	2,443,632	2,507,578
Recycling	222,249	228,702
Truck and garage	453,807	493,672
General and administrative	573,068	618,924
Total operating expenses	<u>3,692,756</u>	<u>3,848,876</u>
Operating income	<u>504,864</u>	<u>247,114</u>
Other income:		
Finance charge income	<u>3,207</u>	<u>2,461</u>
Net income	508,071	249,575
Stockholder's investment, net, beginning of year	546,584	297,009
Net distribution to Parent and affiliates	<u>(992,555)</u>	<u>—</u>
Stockholder's investment, net, end of year	<u>\$ 62,100</u>	<u>546,584</u>

See accompanying notes to financial statements.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Statements of Cash Flows

Years ended September 30, 2014 and 2013

	2014	2013
Cash flows from operating activities:		
Net income	\$ 508,071	249,575
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation	2,319	2,318
Provision for bad debts	14,941	6,081
Changes in assets and liabilities:		
Accounts receivable	(56,173)	51,552
Parts and supplies	1,705	3,241
Prepaid expenses	8	(657)
Due from Parent	526,212	(331,204)
Accounts payable	(14,833)	8,399
Accrued liabilities	(14,950)	16,790
Deferred revenues	18,466	20,631
Net cash provided by operating activities	985,766	26,726
Cash flows from financing activities:		
Net distribution to Parent and affiliates	(992,555)	—
Net change in cash	(6,789)	26,726
Cash, beginning of year	32,195	5,469
Cash, end of year	\$ 25,406	32,195

See accompanying notes to financial statements.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

(1) **Accounting Policies**

(a) **Organization**

Recology Del Norte (the Company), formerly known as Del Norte Disposal, is a wholly owned subsidiary of Recology Inc. (the Parent or Recology), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the Recology ESOP or the ESOP).

(b) **Revenue Recognition and Accounts Receivable**

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions, and other factors.

(c) **Parts and Supplies**

Parts and supplies consist of equipment parts, materials, and supplies that are recorded at average cost and are expensed when utilized.

(d) **Property and Equipment**

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straight-line basis over the estimated useful lives of assets as follows:

	<u>Estimated useful lives</u>
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense on the above amounted to \$2,319 and \$2,318 for the years ended September 30, 2014 and 2013, respectively. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

(e) Environmental Remediation Liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than others, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental remediation liabilities were accrued at September 30, 2014 and 2013.

(f) Impairment of Long-Lived Assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the years ended September 30, 2014 and 2013, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

(g) Income Taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognizes income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions. The Company records interest related to unrecognized tax benefits as interest expense and penalties as administrative expense. For the years ended September 30, 2014 and 2013, there were no interest expense or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

(h) *Cash Concentration Account*

The Company maintains a noninterest bearing checking account. Cash balances (or deficits) are periodically transferred to (or from) the concentration account.

(i) *Allocations*

The Company includes allocated charges from the Parent and affiliates in operating and other expenses during the period the allocations are made. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

(j) *Use of Estimates*

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of intangible assets and goodwill, the valuation of the allowance for accounts receivable, pension obligations, self-insurance, and liabilities for environmental remediation. Actual results could differ from those estimates.

(k) *Reclassifications*

Certain prior year balances have been reclassified to conform to the current year presentation.

(l) *Stockholder's Investment*

The Company has 1,000 shares of common stock authorized, issued, and outstanding with a par value of \$50 as September 30, 2014 and 2013. Stockholder's investment, net, is comprised of the legal capital plus cumulative contributions net of distributions.

(m) *Fair Value of Financial Instruments*

The carrying amounts reported in the balance sheets of the assets and liabilities which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities) approximate their fair value based upon current market indicators.

(2) *Operations*

The Company collects refuse and recyclables in the County of Del Norte and the incorporated city of Crescent City. The Company's refuse collection rates are set by the Authority as provided in the contract between the Company and the Authority. Rate increases under this contract are largely based on changes in the Consumer Price Index. The rate-setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

(3) Employee Stock Ownership Plan

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The Recology ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full service requirement is satisfied.

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30th of the plan year following the plan year in which employment terminates; (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30th of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least ten years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of the Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the Recology ESOP to make benefit payments to eligible participants under the plan.

(4) Employee Benefit Plans

The Company participates in a noncontributory, funded defined benefit pension plan (the Plan) sponsored by its Parent for the benefit of nonunion employees. Benefits are based on a formula, which includes years of service and average compensation. As of September 30, 2014 and 2013, the Plan, of which certain of the Company's employees are participants, has a projected benefit obligation in excess of plan assets by approximately \$49.3 million and \$33.3 million, respectively. The Company's financial statements do not reflect the Company's share of the projected benefit obligation in excess of plan assets. It is the Parent's current policy to contribute at least the minimum statutory required amount.

The Company's pension expense under the Plan for the years ended September 30, 2014 and 2013, was \$66,200 and \$134,955, respectively, which represents an allocation of approximately 0.5% of the Plan expense for both years ended September 30, 2014 and 2013.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

The weighted average discount rate used by the Parent to determine pension expense under the Plan was 5.5% and 4.5% for the years ended September 30, 2014 and 2013, respectively. The expected long-term rate of return on assets was 7.5% for both years ended September 30, 2014 and 2013. The rate of increase in future compensation levels used in determining the benefit obligations was 3.0% for both years ended September 30, 2014 and 2013. The Company's portion of the actuarially computed value of the vested and nonvested benefits of the Plan and the union plan and the net assets of the related pension plan funds has not been determined.

The Company also sponsors a defined contribution plan, the Recology 401(k) Plan, for certain eligible employees of the Company. The Company made matching contributions equal to a specified percentage of each participant's annual contributions, amounting to \$1,679 and \$1,330 for the years ended September 30, 2014 and 2013, respectively.

(5) Self-Insurance

The Company, through plans managed by its Parent, is self-insured for various risks of loss related to general liability, automobile liability, property damage/bodily injury, employee healthcare, and workers' compensation. The Parent establishes a reserve for self-insured claims, based on estimates of the ultimate cost of claims that have been reported but not settled, and of claims that have been incurred but not reported. Adjustments to the reserve are charged or credited to the Parent's expense in the periods in which they are determined to be necessary. The Parent also purchases commercial insurance on behalf of the Company and other subsidiaries to cover risks above set limits. The Company was allocated \$318,817 and \$361,997 for the years ended September 30, 2014 and 2013, respectively, for the cost of self-insurance programs including certain reserve adjustments. The Company's share of the self-insurance reserve is ultimately recorded by the Parent.

(6) Commitments and Contingencies

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires on April 12, 2018. At September 30, 2014, there was no outstanding principal on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$182.4 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to an affiliate of the Company. The affiliate is obligated to the unrelated third parties with various expiration dates through September 2021. At September 30, 2014, the outstanding principal on the financed equipment recorded by the affiliate was \$46.0 million.

The book value of the equipment financed by an affiliate and utilized by the Company at September 30, 2014, was \$0.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

(7) Equipment and Property Obligations

The Company has cancelable agreements with an affiliate whereby it pays for use of certain operating equipment and property. In addition, the Company leases its operating facility from an unrelated party through May 31, 2023, for a minimum annual rental of \$57,288. Future payments for continued use of the equipment and property, by year-end and in aggregate, as of September 30, 2014, are as follows:

	<u>Equipment</u>	<u>Real property</u>	<u>Total</u>
Year ending September 30:			
2015	\$ 272,970	57,288	330,258
2016	173,588	57,288	230,876
2017	50,479	57,288	107,767
2018	8,365	57,288	65,653
2019	2,666	57,288	59,954
Thereafter	—	210,056	210,056
Total payments	<u>\$ 508,068</u>	<u>496,496</u>	<u>1,004,564</u>

Rental expense for 2014 and 2013 was \$341,920 and \$392,700, respectively, including amounts under short-term rental agreements with third parties and affiliates.

RECOLOGY DEL NORTE
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2014 and 2013

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the equipment cost and related interest have been funded through operating lease payments.

(8) Transactions with Related Parties

During the years ended September 30, 2014 and 2013, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and are allocated based on specific activities. The allocated charges are as follows:

	<u>2014</u>	<u>2013</u>
Parent:		
Health insurance	\$ 247,663	287,875
Workers' compensation	28,771	28,258
Pension	67,879	136,285
General and vehicle insurance	42,383	45,864
Corporate services	82,924	78,185
Information technology services	62,075	58,169
	<u>531,695</u>	<u>634,636</u>
Affiliates:		
Rental of equipment	282,941	333,663
Regional management and accounting fees, net	109,972	92,340
	<u>392,913</u>	<u>426,003</u>
Total	<u>\$ 924,608</u>	<u>1,060,639</u>

During the years ended September 30, 2014 and 2013, amounts due from or payable to Parent and affiliates were accumulated by the Company. For the year ended September 30, 2014, the net amount was settled by way of capital contributions or distributions. For the year ended September 30, 2013, these amounts were not settled by way of capital contributions or distributions at year-end. Changes in amounts due from or payable to Parent and affiliates are presented as a financing activity in the statements of cash flows, except as related to expenditures attributable to property and equipment, which are presented as supplemental noncash investing activities.

(9) Subsequent Events

The Company has evaluated its subsequent events through February 6, 2015, which is the date the financial statements were available for issuance.

No Exposure Certification

Submission of this No Exposure Certification (NEC) constitutes notification by the facility operator identified on this form that there is no exposure of the facility's industrial activities, equipment, and materials to storm water in accordance with the requirements in Section B.12.a.i. of the Industrial Activities Storm Water General Permit No. 97-03-DWQ (General Permit). Facility operators who are not in compliance with the General Permit are not eligible to file a NEC. This NEC and supporting documentation must be submitted to the appropriate Regional Water Board (Attachment 3) prior to the wet season (October 1). Unless otherwise notified by the Regional Water Board, the facility operator is exempt from sampling and analysis requirements. Facility operators are required to re-evaluate their facilities annually and certify in their annual reports that the NEC eligibility requirements are continuously being met. If the Regional Water Board denies the NEC, or if the facility operator determines that NEC eligibility requirements are no longer being met, the facility operator must collect and analyze samples from two storm events during each wet season. Please type or print when completing this form and attach any required documents.

I. WDID NO. 1 08I019099

II. FACILITY OPERATOR INFORMATION

Name Del Norte Solid Waste Mgmnt Auth. Contact Person Tedd Ward, M.S.
Mailing Address 1700 State Street Title Director
City Crescent City State CA Zip 95531 Phone 707-465-1100

III. FACILITY SITE INFORMATION

Facility Name Del Norte County Trasnfer Station Contact Person Tedd Ward, M.S.
Location 1700 State Street Title Director
City Crescent City CA Zip 95531 Phone 707-465-1100
SIC Code(s) 1. 5093 2. _____ Type of Business: Solid Waste Transfer; Scrap & v

IV. DOCUMENT CHECKLIST (Please check each item to verify that the documents are attached)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Copy of Facility's Storm Water Pollution Prevention Plan | <input checked="" type="checkbox"/> Copy of Facility's Monitoring Program |
| <input checked="" type="checkbox"/> Checklist to Evaluate Potential Storm Water Pollutant Sources (Attachment 1) | <input checked="" type="checkbox"/> SWPPP and Monitoring Program Checklist (Attachment 2) |
| <input checked="" type="checkbox"/> Copy of the Last Annual Report | <input checked="" type="checkbox"/> A Report Explaining each Question Answered "Yes" in Attachment 1 |

4.1

- | | Yes | No |
|---|----------|----------|
| j. Are there any drums, pallets, or containers outdoors? | <u>X</u> | _____ |
| k. Are materials handled/stored on immediate access roads/railways? | _____ | <u>X</u> |
| l. Are vehicles maintained or fueled outdoors? | _____ | <u>X</u> |
| m. Are any materials stored or disposed of in outdoor ponds or impoundments? | _____ | <u>X</u> |
| n. Are materials stored outdoors temporarily? | <u>X</u> | _____ |
| o. Does any manufacturing take place outdoors? | _____ | <u>X</u> |
| p. Have there been any spills or leaks outdoors in the last year? | _____ | <u>X</u> |
| q. Are there areas where materials remain exposed to storm water from past industrial activity? | _____ | <u>X</u> |

3. All industrial activities and industrial equipment are not exposed to storm water or authorized non-storm water discharges.

- | | Yes | No |
|---|----------|----------|
| a. Are any material handling vehicles (such as forklifts) parked outdoors? | _____ | <u>X</u> |
| b. Is permanent industrial equipment located outdoors? | _____ | <u>X</u> |
| c. Is portable industrial equipment used outdoors? | <u>X</u> | _____ |
| d. Do any material handling vehicles (such as forklifts and trucks) or outdoor industrial equipment come into contact with materials? | <u>X</u> | _____ |
| e. Is there any unhoued rooftop equipment (such as air conditioners, scrubbers, etc.)? | _____ | <u>X</u> |

4. There is no exposure of storm water to significant materials associated with industrial activities through direct or indirect pathways such as from industrial activities that generate dust and particulates.

- | | Yes | No |
|--|----------|----------|
| a. Are there any emissions of dust or particles from stacks or air exhaust systems? | _____ | <u>X</u> |
| b. Are there any emissions of dust or particles from other outlets such as windows, loading docks, etc.? | <u>X</u> | _____ |

- c. Have there been any spills or leaks associated with maintenance of stacks or air exhaust systems?



SWPPP AND MONITORING PROGRAM CHECKLIST

Your SWPPP and monitoring program must incorporate all the major elements required by the General Permit. Indicate the page numbers of the following elements of your SWPPP and monitoring program.

	Page(s)
A. SWPPP	
1. Pollution Prevention Team	<u>3</u>
2. Site Map	<u>31</u>
3. List of Significant Materials	<u>8</u>
4. Description of Potential Pollutant Sources	<u>20</u>
5. Description of all authorized non-storm water discharges	<u>10, 25</u>
6. Assessment of Potential Pollutant Sources	<u>8</u>
7. Storm Water Best Management Practices	<u>17</u>
8. Summary Table of Pollutant Sources and Corresponding BMPs	<u>20</u>
9. Procedures to conduct an Annual Comprehensive Site Compliance Evaluation	<u>28</u>
B. MONITORING PROGRAM	Page(s)
1. Procedures for conducting quarterly visual observations of authorized non-storm water discharge.	<u>25</u>
2. Procedures for conducting quarterly visual observations to detect the presence of unauthorized non-storm water discharges.	<u>25</u>
3. Procedures for conducting monthly wet season visual observations of storm water discharges.	<u>26</u>
4. Procedures for re-evaluating the facility to determine whether the NEC eligibility requirements are continually met.	<u>Annual Che</u>

SUBJECT: Explanation for 'Yes' answers on the **No Exposure Certification**
Checklist for the Del Norte County Transfer Station
For the period July 2015 – July 2016

2. All significant materials related to industrial activity (including waste materials) are not exposed to storm water or authorized non-storm water discharges.

a. Are there any materials stored outdoors?

Yes. The following materials are stored outdoors:

*On paved surfaces: leaves, grass, brush & stumps
Pallets for reuse
Metals in containers (dry season only)
Gas cylinders
Oversize tires*

*On gravel surfaces: untreated wood & scrap pallets
Concrete
asphalt*

b. Are there any materials handled outdoors?

Yes. The following materials are handled outdoors:

All materials listed under 2.a are periodically loaded onto vehicles from their outdoor storage locations (see the answer to 2.e).

In addition, in the dry season, rear axles and differentials removed from trailers and manufactured homes may be stored temporarily on a paved surface prior to removal of the tires and processing of the metals.

e. Are there any outdoor loading / unloading operations?

Yes. The following materials are unloaded outdoors by customers and loaded outdoors by the transfer station operations contractor:

*On paved surfaces: leaves, grass, brush & stumps
Pallets for reuse
Metals in containers (dry season only)
Gas cylinders
Oversize tires*

*On gravel surfaces: untreated wood & scrap pallets
Concrete
asphalt*

j. Are there any drums, pallets, or containers outdoors?

Yes. Apart from pallets stored for reuse or as scrap wood, and containers for scrap metals during the dry months, no drums or containers are stored outdoors.

n. Are materials stored outdoors temporarily?

Yes. In the dry season, rear axles and differentials removed from trailers and manufactured homes may be stored temporarily on a paved surface prior to removal of the tires and processing of the metals. Also, gas and propane cylinders may be temporarily stored outside prior to processing.

3. All industrial activities and industrial equipment are not exposed to storm water or authorized non-storm water discharges.

a. Is portable industrial equipment used outdoors?

Yes. An excavator is used to load brush, leaves & grass, and untreated wood onto outbound vehicles. More infrequently, this excavator may also be used to load concrete or asphalt onto outbound vehicles. A propane-powered forklift is also used to load baled metals onto trucks, and to transport materials and personnel from the main transfer station building to the household hazardous waste building.

For grounds maintenance, gasoline-powered mowers and line trimmers are also used outdoors. Some customers on occasion will also use power blowers.

b. Do any material handling vehicles (such as forklifts and trucks) or outdoor industrial equipment come into contact with materials?

Yes. An excavator is used to load brush, leaves & grass, and untreated wood onto outbound vehicles. More infrequently, this excavator may also be used to load concrete or asphalt onto outbound vehicles. A propane-powered forklift is also used to load baled metals onto trucks, and to transport materials and personnel from the main transfer station building to the household hazardous waste building.

4. There is no exposure of storm water to significant materials associated with industrial activities through direct or indirect pathways such as from industrial activities that generate dust and particulates.

b. Are there any emissions of dust or particles from other outlets such as windows, loading docks, etc.?

Yes. As empty outbound trailers, which are stored outside on gravel, are moved into position in the main transfer station building, dust can be disturbed. Dust may also be generated as mowers or line trimmers are used to control vegetation. Both of these sources of dust are relatively minor and infrequent, and have virtually no impact to stormwater runoff.

Certification

The application is organized into different tabs. Please complete all applicable tabs before submitting the form. If you want to complete the application at a later time, please click on "Save & Exit".

NEC ID: 1 08NEC000018 **Operator:** Del Norte Solid Waste Management Authority **Certified Date:** 07/01/2015
Application ID: 178210 1700 State St Crescent City CA 95531 **Processed Date:** 10/14/2004
Status: Active **Facility:** Del Norte County Transfer Station **MOT Effective Date:**
Previous ID: 1 081019099 - Terminated 1700 State St Crescent City CA 95531 **Permit Type:** Industrial - NEC

[Operator Info](#) [Facility Info](#) [NEC Checklist](#) [Billing Info](#) [Attachments](#) [Certification](#) [Inspections](#) [Print](#) [Status History](#) [Linked Users](#) [NOIs](#) [COIs](#)

The application was successfully received by the State Water Resources Control Board.

SWRCB Application No.	SA178210
Permit Type	No Exposure Certification
Submission/Certify Date	07/01/2015
Certifier Name	Tedd Ward
Certifier Title	Acting Director

Please print out this screen as proof of certification. The confirmation details was also email to the address on file
 All records must be retained for 5 years from the date of the report or monitoring activity.

[Download Copy of Record](#)

Fields marked with * are mandatory fields.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

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

www.recycledelnorte.ca.gov

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

Staff Report

Date: 16 July 2015
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 200101 – Del Norte Solid Waste Task Force
Topic: Direction to Del Norte Solid Waste Task Force

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

1. Direct staff to compose a letter to be signed by the Chair thanking the Del Norte Solid Waste Task Force for their continuing efforts, and suggesting that future meetings of this body be postponed until October or November when the Authority anticipates having additional administrative staff to provide appropriate support, and
2. That staff place on a future agenda in September or October an item to have the Authority discuss potentially useful activities for this advisory body.

Background: At the last two meetings of the Del Norte Solid Waste Task Force, there has been discussion as to what their priority activities should be.

The primary responsibilities of the Del Norte Solid Waste Task Force pertain to the preparation, revision, and implementation of the Regional Agency Integrated Waste Management Plan (RAIWMP). The RAIWMP includes the following elements and components:

- The Source Reduction and Recycling Element (SRRE, which has many sub-parts, or components), including:
 - The Source Reduction Component
 - The Recycling Component
 - The Composting Component
 - The Education and Public Information Component
 - The Special Waste Component
 - The Funding Component
- The Household Hazardous Waste Element (HHWE)

5.1

- The Nondisposal Facility Element and
- Countywide Siting Element (for disposal facilities)

Together, the elements of these plans describe the programs the Authority has implemented in Del Norte to cut its waste in half on a per capita basis since the year 1990. The plan also describes where the waste which cannot be prevented, composted, or recycled will be disposed, and which of these programs the Authority intends to continue to meet the on-going requirements of these laws. These plans are quite detailed, and describe when and how all programs are to be implemented and paid for. The LTF provides specific review every five years regarding the implementation of programs in the RAIWMP as well as those reported in the Annual Reports. The most recent such review was completed in November 2014.

In addition to its specific legislated role, the Del Norte Solid Waste Management Authority has considered the advice of the Del Norte Solid Waste Task Force (also referred to as the Local Task Force or LTF) on policy options for developing Authority programs and services, including service provisions of the Collections Franchise, regional recycling infrastructure development, and public education and outreach strategies. The Del Norte Solid Waste Task Force has also convened public forums to receive public comments on solid waste and recycling issues of public concern and so that such comments regarding its programs and services may be considered by the Authority Board.

Analysis: The protracted Authority staffing shortages have depleted the capacities of administrative staff. As the Authority Director currently works with the Task Force Chair Richard Miles to set the agenda, distributes the agenda packets, and serves as secretary and staff to these meetings, Task Force meetings can and have taken considerable amounts of staff time.

Recently the LTF has formed an Education and Outreach subcommittee to assist with Authority surveys and outreach efforts. While the input from the members of this committee have been helpful to staff, at this time the level of Authority staff effort required to support LTF meetings has somewhat exceeded the value of those meetings in terms of actionable advice to the Authority or support to Authority programs.

Alternatives: The Board could identify areas for which the LTF may provide additional research, surveys, community forums or ideas for outreach regarding Authority programs and communicate those priorities to the LTF for future LTF agendas. Staff do not recommend this action at this time due to the continuing Authority staff shortage.

Fiscal Impacts: None.

Related Issues: None.



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Staff Report

Date: 16 July 2015
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 052001 – Code of Ethics
101503 – Authority By-Laws
Attachments: By-Laws of the Del Norte Solid Waste Management Authority
Del Norte Solid Waste Management Authority Code of Ethics and
Conduct for Board Commissioners and Members Appointed
to Commissions and Committees
Topic: Updating Authority By-Laws and Code of Ethics

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

1. That the Chair assign a sub-committee to review draft changes to the Authority By-laws and Code of Ethics, and
2. Direct staff to meet with the subcommittee and draft changes to these documents for consideration and possible adoption at the August 18th Authority meeting.

Background: The Authority By-laws were most recently revised in February 1999, though several resolutions have been adopted since that time to change the date and time of the regular Authority meetings. The Authority's Code of Ethics was most recently revised in 2006.

Analysis: Staff had intended to provide a summary of necessary revisions to these documents, but there was not time to do so prior to the agenda publication deadline.

Alternatives: The Board could direct staff to prepare draft revisions to these documents for consideration at the August meeting without the benefit of committee review or comment.

Fiscal Impacts: No direct fiscal impacts are associated with these documents or their revision, except perhaps the cost for additional legal review.

5.2

Related Issues: In addition to signing a copy of the Code of Ethics and Conduct, each Commissioner is required to complete on-line Ethics training every two years under State Law AB 1234. The website where this training for local officials may be found is: <http://oag.ca.gov/ethics>. The 2014-2015 Grand Jury report recommended that the Authority make changes regarding how the Code of Ethics is to be enforced with respect to Authority Commissioners.

BY-LAWS OF THE
DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY

ARTICLE I -- THE AUTHORITY

Section 1.1: Name of Authority. The name of the Authority shall be the "Del Norte Solid Waste Management Authority."

Section 1.2: Seal of Authority. The Seal of the Authority shall contain the words "Del Norte Solid Waste Management Authority, September 21, 1992."

Section 1.3: Office of Authority. The Office of the Authority for the transaction of business and receipt of all notices shall initially be at 391 Front Street, Crescent City, California, until otherwise provided by Resolution.

ARTICLE II -- OFFICERS

Section 2.1: Governing Board. The Governing Board shall:

A. Elect a Chair, a Vice Chair, Secretary, Treasurer/Controller, and such other officers as the Authority shall find appropriate, to serve the Authority for a term of one year unless sooner terminated at the pleasure of the Governing Board.

B. Establish such committees it determines appropriate. The President may appoint ad hoc committees of the Board consisting of not more than two (2) members of the Board. The Board, by resolution, may establish such standing or other committees as it deems appropriate from time to time. The Board shall provide general directives for the work of the committees.

C. Take appropriate measures to meet the financial requirements of the Authority, by assessments and other contributions, as hereafter provided for, and make other provisions as it shall find appropriate for the work of the Authority.

Section 2.2: Executive Officers. The officers of Authority shall be the Chair, Vice Chair, Secretary, and Treasurer/Controller. The Chair and Vice Chair shall be elected by the Governing Board from the Authority Commissioners appointed by the Charter Members.

Section 2.3: Chair. The Chair of the Authority shall preside at all meetings of the Governing Board and shall sign all contracts, and other instruments for and on behalf of the Authority. The Chair shall also perform such other duties as the Authority shall instruct.

Section 2.4: Vice Chair. The duties of the Vice Chair shall be to act, sign instruments, and perform all the duties of the Chair in the absence or incapacity of the Chair; and in case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until the Authority shall elect a new Chair.

Section 2.5: Treasurer/Controller. The Treasurer/Controller of the Authority shall be a Certified Public Accountant appointed by the Governing Board to be the depository and have custody of all the money of the Authority from whatever source. The Treasurer/Controller shall perform all the duties specified in Government Code section 6505.5 as well as cause a biannual audit of the Authority funds according to the requirements of law. This shall be a nonvoting office. The Treasurer/Controller shall file an official bond in the amount determined from time to time by the Governing Board. The Governing Board shall determine the reasonable charges to be made against the Authority for the services of the Treasurer/Controller.

Section 2.6: Secretary. The Authority shall appoint a Secretary. The Secretary shall have charge of, handle, or have access to any property of the Authority and shall furnish a bond in an amount to be fixed by the Governing Board. "Property of this Authority" as used in this paragraph does not include property of a public entity member used for Authority purposes, unless that member specifically authorizes such use. The Secretary shall keep the records of the Authority; keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose; perform all duties incident to the office; and affix Seal to all Resolutions and Ordinances adopted by the Authority to all contracts and instruments authorized to be executed for and on behalf of the Authority. The Secretary shall countersign all contracts on behalf of the Authority. The Secretary may delegate the clerical functions of the office to a Clerk of the Authority should the Governing Board determine to fill such a position. In the absence of the Secretary, the Vice Chair or other Commissioner appointed by the Governing Board may sign any instrument otherwise required to be signed by

the Secretary.

Section 2.7: Legal Adviser. The Governing Board shall select, appoint, and retain an attorney of the Authority, who shall perform such duties as may be prescribed by the Governing Board. No contract or deed or lease or similar document shall be signed without the approval of the attorney for the Authority as to form, except that contracts for less than One Thousand Dollars (\$1000) that the Director is authorized to sign need not be approved as to form by the Authority's attorney.

Section 2.8: Election of Officers. The Chair, Vice-Chair, and Secretary shall be elected at the annual meeting of the Governing Board of the Authority from among the members of said Governing Board, and shall hold office for one year or until their successors are elected and qualified. All Officers shall serve at the pleasure of the Governing Board of the Authority and may be removed by majority vote.

Section 2.9: Vacancies. Should the office of Chair or Vice-Chair or Secretary become vacant, the Governing Board of the Authority shall elect a successor from the members of the Governing Board at the next regular meeting, and such election shall be for the unexpired term of said office or until a successor is otherwise elected by the Governing Board of the Authority to replace such officer.

Section 2.10: Director. The Director of Solid Waste shall be responsible for the day-to-day operations of the Authority and shall serve at the pleasure of the Governing Board. The Director has authority to make expenditures of less than One Thousand Dollars (\$1000), and to sign contracts for such expenditures, for items previously budgeted by the Governing Board.

Section 2.11: Other Employees. The Governing Board shall have the power to appoint and employ and determine the compensation of such other officers, employees, consultants, advisers, and independent contractors as may be necessary for the purposes of the Authority. The Authority staff, other than employees of a person or entity performing services for the Authority, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Authority shall determine subject to any applicable provisions of federal and state law. Nothing herein contained shall be construed as making the

Authority a department of the County of Del Norte nor the City of Crescent City nor as placing any of the officers, counsel, personnel, or employees of the Authority under any form of specially protected employment right or status.

Section 2.12: Compensation. The Governing Board shall determine the compensation of, and pay from the Authority's funds (including payment from funds which the Authority may receive from time to time in the form of federal and state grants) the salaries, wages, fees, and other compensation of such planning, engineering, legal, financial or other technical and professional personnel, consultants, and other employees, contractors, or advisors of the Authority.

The voting commissioners each shall be compensated for all time spent performing their duties as Authority members the sum of One Hundred Fifty Dollars (\$150) per calendar month plus Fifty Dollars (\$50) for each regular, special, or adjourned meeting of the Governing Board that they attend. Commissioners shall not be compensated for more than one meeting on the same date. The compensation may be amended from time to time by resolution or ordinance. The commissioners may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties. Reimbursement shall be subject to approval of the Governing Board.

Nonvoting commissioners shall serve without compensation. Associate Members may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as such members, subject to the approval of the Governing Board.

ARTICLE III -- MEETINGS

Section 3.1: Annual Meeting. The annual meeting of the Governing Board of the Authority shall be the first regular meeting of each calendar year or such other time and place as determined by the Governing Board by Resolution.

Section 3.2: Regular and Special Meetings. All regular and special meetings of the Governing Board shall be held subject to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5, of the Government Code beginning with section 54950, or according to such other regulations as the legislature may hereafter provide.

The Governing Board's regular meeting shall be held at 8:30 a.m. on the second Thursday of each month. The meetings shall be held at the Board of Supervisors Chambers at 583 "G" Street. The time and place of any meeting may be changed by the Chair for the convenience of the Governing Board or the public. Any Commissioner may request a special meeting be held and notice of the special meeting shall be given as required by law.

Section 3.3: Open Meetings. All of the meetings of the Governing Board shall be open to the public, whether regular or special (except as otherwise authorized under the laws of the State of California), and shall otherwise be held pursuant to the applicable laws of the State of California.

Section 3.4: Quorum. Three (3) members of the Governing Board shall constitute a quorum for the transaction of business, provided there is present at least one (1) commissioner appointed by each of the Charter Members. When a quorum is in attendance, action may be taken by a majority vote of the members of the Governing Board present providing there is at least One (1) vote on the prevailing side from each of the Charter Members, except in cases where a more than a majority vote is required by law.

Section 3.5: Order of Business. At the regular meetings of the Governing Board of the Authority the following shall be the order of business:

- (1) Roll call.
- (2) Consent Agenda.
- (3) Staff report.
- (4) Committee reports.
- (5) Action/Discussion items.
- (6) Public Comments.
- (7) Adjournment.

For the convenience of the Governing Board or others, the Chair may modify the order of business for any regular or special meeting.

All resolutions shall be in writing and shall be kept in a journal of the proceedings of the Governing Board of the Authority. All ordinances shall be adopted and published as required by law.

Section 3.6: Roll Call Vote on Resolutions and Ordinances. The voting on all

resolutions involving money matters and ordinances coming before the Governing Board of the Authority shall be by roll call, and the ayes and noes shall be entered upon the minutes of such meeting.

Section 3.7: Rules. The Governing Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary or convenient for purposes thereof.

ARTICLE IV -- MISCELLANEOUS

Section 4.1: Amendments to Bylaws. The Bylaws of the Governing Board of the Authority shall be amended at a regular or special meeting and only with the approval of at least three (3) members of the Governing Board of the Authority further providing there is at least one vote on the prevailing side from each of the Charter Members. An amendment shall be compatible with the purposes of the Authority and not in conflict with the Joint Powers Agreement, from time to time amended. Any amendment passed shall be effective immediately, unless otherwise designated.

Section 4.2: Contracts. Notwithstanding any other provision of these Bylaws requiring more than one signature on contracts made by the Governing Board, the Chair may be the only signatory on behalf of the Authority on a contract with another government entity when the contract form prepared by such other entity provides for only one such signature.

DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY

RESOLUTION NO. 2000-04

RESOLUTION OF THE GOVERNING BOARD
OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
MODIFYING BY-LAWS

WHEREAS, the Del Norte Solid Waste Management Authority has been created by Joint Powers Agreement executed by the City of Crescent City, and the County of Del Norte; and

WHEREAS, the Governing Board is authorized to adopt and modify its By-laws; and

WHEREAS, the By-laws adopted by the Governing Board set forth a rate for compensating Commissioners for all time spent performing their duties; and

WHEREAS, the compensation for Commissioners may be amended from time to time by Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of the Del Norte Solid Waste Management Authority does hereby modify the second paragraph of Section 2.12 of the By-laws to read as follows:

"The voting commissioners each shall be compensated for all time spent performing their duties as Authority members the sum of Three Hundred Dollars (\$300.00) per calendar month plus Seventy-five Dollars (\$75.00) for each regular, special, or adjourned meeting of the Governing Board that they attend."

The adjustment set forth in this Resolution shall become effective as of June 1, 2000.

PASSED AND ADOPTED this 11th day of May, 2000; by the Governing Board of the Del Norte Solid Waste Management Authority, by the following polled vote:

AYES: Commissioners Reese, Smith, Squarzo

NOES: Commissioner Eller

ABSENT: Commissioner Hatfield

DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY

RESOLUTION NO. 2005-06

RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE
SOLID WASTE MANAGEMENT AUTHORITY
MODIFYING BY-LAWS AND MEETING DATES

WHEREAS, the Del Norte Solid Waste Management Authority has been created by Joint Powers Agreement executed by the City of Crescent City, and the County of Del Norte; and

WHEREAS, the Governing Board is authorized to adopt and modify its By-laws; and

WHEREAS, the By-laws as originally adopted set forth a date for its regular meeting; and

WHEREAS, the Governing Board for convenience of its members and the public wishes to modify the time and date for its regular meetings.

NOW, THEREFORE BE IT RESOLVED that the Board of Governors of the Del Norte Solid Waste Management Authority does hereby modify the second paragraph of Section 3.2 of the by-laws to read as follows:

"The Governing Board's regular meeting shall be held at 1:30 p.m. on the ~~second~~ ^{first} Thursday of each month."

PASSED AND ADOPTED this 13th day of September, 2005, by the following polled vote:

AYES: Commissioners *Tynes, Samples, Hatfield, Burns, & McClure*

NOES: *None*

ABSENT: NONE



Martha McClure, Chairman

10/15/03

DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY

RESOLUTION NO: 2007-01

RESOLUTION OF THE GOVERNING BOARD OF THE DEL NORTE
SOLID WASTE MANAGEMENT AUTHORITY
MODIFYING BY-LAWS AND MEETING DATES

WHEREAS, the Del Norte Solid Waste Management Authority has been created by Joint Powers Agreement executed by the City of Crescent City, and the County of Del Norte; and

WHEREAS, the Governing Board is authorized to adopt and modify its By-laws; and

WHEREAS, the By-laws as originally adopted set forth a date for its regular meeting; and

WHEREAS, the Governing Board for convenience of its members and the public wishes to modify the time and date for its regular meetings.

NOW, THEREFORE BE IT RESOLVED that the Board of Governors of the Del Norte Solid Waste Management Authority does hereby modify the second paragraph of Section 3.2 of the by-laws to read as follows:

"The Governing Board's regular meeting shall be held at ^{3:15}~~4:30~~ p.m. on the ~~third Thursday~~ ^{second Wednesday} of each month."

PASSED AND ADOPTED this 1st day of February, 2007, by the following polled vote:

AYES: Commissioners Burns, Sullivan, MacClure, Hatfield & Tynes

NOES: None

ABSENT: NONE

Irene R. Tynes

Irene Tynes, Chairman

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

RESOLUTION NO. 2011-01

RESOLUTION OF THE GOVERNING BOARD OF THE
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
MODIFYING BY-LAWS AND MEETING DATES

WHEREAS, the Del Norte Solid Waste Management Authority has been created by a Joint Powers Agreement executed by the City of Crescent City and the County of Del Norte; and

WHEREAS, the Governing Board is authorized to adopt and modify its By-laws; and

WHEREAS, the By-laws as originally adopted set forth a time and date for its regular meeting; and

WHEREAS, the Governing Board for the convenience of its members and the public wishes to modify the time and date for its regular meetings.

NOW, THEREFORE BE IT RESOLVED that the Board of Governors of the Del Norte Solid Waste Management Authority does hereby modify the second paragraph of Section 3.2 of the By-laws to read as follows:

"The Governing Board's regular meeting shall be held at 3:30 PM (insert time) on the 4th (insert first, second, third or fourth) Tuesday (insert day) of each month"

PASSED AND ADOPTED this 14th day of December, 2011 by the following polled vote:

AYES *Commissioner Sullivan, Hemmingsen, Schelky, Stenk, Enea, McClure*

NOES

ABSENT *Commissioner West Fall, Finnigan, McNamee*

Ruthy Murray 12/14/2011
CHAIR

Rose Reppond 12/14/2011
Rose Reppond, Clerk
Del Norte Solid Waste Management Authority

**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
RESOLUTION NO. 2013-03**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE DEL NORTE SOLID WASTE MANAGEMENT
AUTHORITY MODIFYING BY-LAWS, OFFICE LOCATION
AND MEETING DATES**

WHEREAS, the Del Norte Solid Waste Management Authority has been created by a Joint Powers Agreement executed by the City of Crescent City and the County of Del Norte; and

WHEREAS, the Governing Board of Commissioners is authorized to adopt and modify its By-laws; and

WHEREAS, the By-Laws as revised in 1999 under Authority Resolution 99-01 indicate the Office of the Authority and the location of the Authority office has since changed; and

WHEREAS, the By-laws as originally adopted set forth a time and date for its regular meeting; and

WHEREAS, the Board of Commissioners convenes monthly to conduct business of the Del Norte Solid Waste Management Authority and for the convenience of its members and the public wishes to modify the time and date for its regular meetings.

NOW THEREFORE BE IT RESOLVED that the Governing Board of Commissioners of the Del Norte Solid Waste Management Authority does hereby modify section 1.3 of the By-laws as follows:

"Section 1.3: Office of Authority. The Office of the Authority for the transaction of business and receipt of all notices shall be at 1700 State Street, Crescent City, California, until otherwise provided by Resolution." and

BE IT FURTHER RESOLVED that the Governing Board of Commissioners of the Del Norte Solid Waste Management Authority does hereby modify the second paragraph of Section 3.2 of the By-laws to read as follows:

"The Governing Board's regular meeting shall be held at 3:15 P.M. on the second Wednesday of each month."

PASSED AND ADOPTED by the Board of Commissioners of the Del Norte Solid Waste Management Authority this 24th day of September, 2013.

AYES: Sullivan, Griffin, Wilson, Holley, Enea

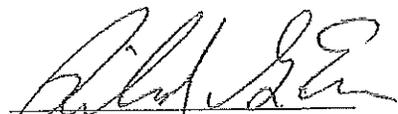
NOES: None

ABSTAIN: None

ABSENT: None

ATTEST:


Richard Holley, Clerk of the Board
Del Norte Solid Waste Management Authority


Richard Enea, Chair
Del Norte Solid Waste Management Authority

**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
RESOLUTION NO. 2014-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE DEL NORTE SOLID WASTE MANAGEMENT
AUTHORITY MODIFYING BY-LAWS AND MEETING DATES**

WHEREAS, the Del Norte Solid Waste Management Authority has been created by a Joint Powers Agreement executed by the City of Crescent City and the County of Del Norte; and

WHEREAS, the Governing Board of Commissioners is authorized to adopt and modify its By-laws; and

WHEREAS, the By-Laws as revised in 1999 under Authority Resolution 99-01 indicate the Office of the Authority and the location of the Authority office has since changed; and

WHEREAS, the By-laws as originally adopted set forth a time and date for its regular meeting; and

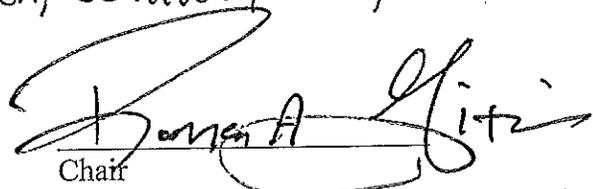
WHEREAS, the Board of Commissioners convenes monthly to conduct business of the Del Norte Solid Waste Management Authority and for the convenience of its members and the public wishes to modify the time and date for its regular meetings.

NOW THEREFORE BE IT RESOLVED by the Governing Board of the Del Norte Solid Waste Management Authority that Section 3.2 of the By-laws is modified to read as follows:

"The Governing Board's regular meeting shall be held at ^{3:30 M.W}~~3:00~~ P.M. on the second Wednesday of each month. For months in which the second Wednesday of the month falls on a holiday, the Governing Board's regular meeting shall be held at ~~3:00~~ ^{3:30 M.W} P.M. on the second Tuesday of that month."

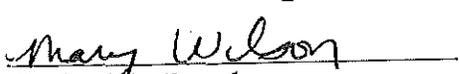
PASSED AND ADOPTED by the Board of Commissioners of the Del Norte Solid Waste Management Authority this 8th day of January, 2014.

AYES: Gastineau, Wilson, Sullivan, Holley & Gitlin
NOES: none
ABSTAIN: none
ABSENT: none



Chair
Del Norte Solid Waste Management Authority

ATTEST:


Clerk of the Board
Del Norte Solid Waste Management Authority

**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
RESOLUTION NO. 2015-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE DEL NORTE SOLID WASTE MANAGEMENT
AUTHORITY MODIFYING BY-LAWS AND MEETING DATES**

WHEREAS, the Del Norte Solid Waste Management Authority has been created by a Joint Powers Agreement executed by the City of Crescent City and the County of Del Norte; and

WHEREAS, the Governing Board of Commissioners is authorized to adopt and modify its By-laws; and

WHEREAS, the By-laws as originally adopted set forth a time and date for its regular meeting; and

WHEREAS, the Board of Commissioners convenes monthly to conduct business of the Del Norte Solid Waste Management Authority and for the convenience of its members and the public wishes to modify the time and date for its regular meetings.

NOW THEREFORE BE IT RESOLVED that the Governing Board of Commissioners of the Del Norte Solid Waste Management Authority does hereby modify the second paragraph of Section 3.2 of the By-laws to read as follows:

"The Governing Board's regular meeting shall be held at ^{3:30} ~~4:00 P.M.~~ on the third (first, second, third or fourth) Tuesday (day of the week) of each month."

PASSED AND ADOPTED by the Board of Commissioners of the Del Norte Solid Waste Management Authority this 24th day of February, 2015.

AYES: Holley, Gastineau, McClure

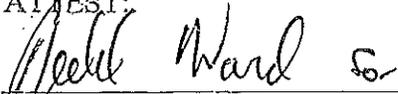
NOES: Griffin

ABSTAIN:

ABSENT: Wilson


Rick Holley, Chair
Del Norte Solid Waste Management Authority

ATTEST:


Mary Wilson, Secretary of the Board
Del Norte Solid Waste Management Authority

Del Norte Solid Waste Management Authority Code of Ethics and Conduct for Board Commissioners And Members Appointed To Commissions and Committees

Statement of Purpose:

The Board of Commissioners for the Del Norte Solid Waste Management Authority desires the highest level of ethical conduct for the members of the Board of Commissioners and members of appointed commissions and committees and the alternates of each body. The residents and businesses of the City of Crescent City and County of Del Norte are entitled to fair and accountable local government and to be represented by public officials who act in an ethical manner. The Del Norte Solid Waste Management Authority's strong desire to fulfill this mission therefore requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Board of Commissioners of the Del Norte Solid Waste Management Authority has adopted this Code of Ethics and Conduct (Code of Ethics) for elected officials and members of appointed commissions and committees to assure public confidence in the integrity of local government and its effective and fair operation. It is intended that this Code of Ethics apply to the designated public officials and candidates for the Board of Commissioners; members of the public seeking appointment to commissions and committees are strongly encouraged to endorse and comply with the provisions of this Code of Ethics. Board of Commissioners members and members of appointed commissions and committees and their alternates are referred to generally as "Public Officials" in this Code of Ethics.

This Code addresses selective aspects of the governance of the Authority and supplements, but does not supplant, other laws and rules that prescribe the legal responsibilities of Public Officials. Those include, among others, the California Constitution, various provisions of the California Government Code (including the Brown Act and the Political Reform Act) and Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the Authority's own Ordinances and Resolutions. Elected and appointed officials should be familiar with these laws to assure that they exercise their responsibilities properly. In addition, the Authority's General Counsel is available to respond to questions

about these matters.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. At bottom, it is expected that officials will manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that officials will treat each other, Authority employees, and the residents and business-people within Del Norte County with courtesy and respect in a manner that reflects well on the Authority.

1. Act in the Public Interest

Recognizing that the public interest must be their primary concern, Public Officials will work for the common good of the people of the Del Norte Solid Waste Management Authority and not for any private or personal interest. They will assure fair and equal treatment of all persons, businesses and interests coming before the Del Norte Solid Waste Management Authority Board of Commissioners, commissions, and committees. The professional and personal conduct of Public Officials must be above reproach and avoid even the appearance of impropriety.

2. Comply with the Law

Public Officials shall comply with the laws of the nation, the State of California, and the Del Norte Solid Waste Management Authority in the performance of their public duties. These laws include, but are not limited to: the Constitutions of the United States and California; laws pertaining to conflicts of interest, financial disclosures, employer responsibilities, open processes of government, confidentiality of closed session information; and the Del Norte Solid Waste Management Authority Joint Powers Agreement, Bylaws, Ordinances and Resolutions.

3. Respect for Process

Public Officials shall perform their duties in accordance with the processes and rules of order established by the Board of Commissioners, commissions, and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the Board of Commissioners by Authority staff.

4. Decisions Based on Merit

Public Officials shall base their decisions on the merits and substance of the matter at hand. Public Officials shall prepare themselves for public issues, listen

courteously and attentively to all public discussions before the body, and focus on the business at hand.

5. Communication

Public Officials shall share substantive information that is relevant to a matter under consideration by the Board of Commissioners, commissions, and committees which they may have received from sources outside the public decision-making process. Public Officials shall avoid improper ex parte communications with parties when the official is sitting in a quasi-judicial role.

Whenever an official is representing the Authority, in or out-of-town, the Public Official is "on-duty" and should behave in a manner that will reflect well on the Authority. When out-of-town or at social events there is a temptation to behave more informally than one might at headquarters, which can lead to awkward or embarrassing situations, and in extreme cases to improper or illegal behavior.

Public Officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Board of Commissioners, commissions and committees, the staff or public. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. This provision is not intended to limit the right of a Public Official to comment on the manner in which the business of the Authority is being conducted, but personnel matters related to Authority employees should be addressed to the Authority's Director consistent with his/her responsibilities and recognizes that the board's meeting is a business meeting as well as a public forum.

6. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, public officials shall not use their official positions to influence government decisions in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. Public Officials shall comply with state law, the Joint Powers Agreement and the Authority's Ordinances regarding disclosure and avoidance of conflicts of interest.

7. Gifts and Favors

Public Officials shall comply with the requirements of the Political Reform Act relating to the acceptance and reporting of gifts.

8. Confidential Information

Public Officials shall not use or disclose information obtained through Authority service for improper purposes. Public Officials often acquire information in performing their duties that is not generally available to the public, including information received in closed sessions. Sometimes this information is confidential or highly sensitive. Information that is not generally available to the public must remain confidential and be used only for the purposes for which it was divulged. Public Officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interests.

9. Use of Public Resources

Public Officials shall not use public resources not available to the public in general, such as Authority staff time, equipment, supplies or facilities, for private gain or personal purposes. Public Officials shall not utilize the Authority's name or logo for the purpose of endorsing any political candidate or business.

10. Political Contributions

A member or candidate for Board of Commissioners shall not solicit contributions or endorsements from the Authority's employees. This provision is not intended to interfere with an employee's right to endorse or contribute on his/her own or to prohibit soliciting contributions or endorsements from employee bargaining units.

11. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Board of Commissioners shall not appear on behalf of the private interests of third parties before the Board of Commissioners or any board, commission, committee, or proceeding of the Authority, nor shall members of commissions or committees appear before their own bodies or before the Board of Commissioners on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

12. Advocacy

Public Officials shall represent the official policies or positions of the Board of Commissioners or committee to the best of their ability when designated as delegates for this purpose. Public Officials occasionally speak before other public bodies, neighborhood groups or to the press. When doing so, they should always make it clear whether they are presenting their own point of view or

whether they have been authorized by the body of which they are a member to present a particular view. They should be clear in all oral and written utterances whether they are using their title for identification purposes or because they are speaking in an official capacity. The actions and recommendations of subsidiary bodies are presented to the Board of Commissioners as part of the staff report, and often memorialized in a resolution. If a subsidiary body feels it necessary to supplement these written transmittals, it should expressly authorize one of its members to speak on its behalf.

Authority letterhead must be used with care to avoid misunderstandings. Letterhead may be used to communicate official Authority policy or actions. It is also routinely used by Commissioners to respond to inquiries or communicate their individual opinions, in which event the author should be clear about whose view is being presented.

13. Policy Role of Members

Public Officials shall respect and adhere to the commission-manager structure of the Del Norte Solid Waste Management Authority as outlined in the Authority's policies and procedures and follow the Del Norte Solid Waste Management Authority's Joint Powers Agreement and its ordinances with respect to the Authority's Director's relationship with the Board of Commissioners. In this structure, the Board of Commissioners determines the policies of the Authority with the advice, information and analysis provided by the public, commissions and committees, and Authority staff. Except as provided by the Joint Powers Agreement or ordinance, Public Officials shall not interfere with the administrative functions of the Authority or the professional duties of Authority staff; nor shall they impair the ability of staff to implement board policy decisions.

14. Positive Work Place Environment

Consistent with the Del Norte Solid Waste Management Authority's Core Values, Public Officials shall support the maintenance of a positive and constructive work place environment for Authority employees and for residents and businesses dealing with the Authority. Public Officials shall recognize their special role in dealings with Authority employees and refrain from creating the perception of inappropriate direction to staff.

15. Harassment and Discrimination

Public Officials shall not engage in any form of harassment or unlawful discrimination. The Del Norte Solid Waste Management Authority is committed to providing an environment that is free from unlawful discrimination, including

discrimination or harassment that is based on any legally protected status. The Authority will not tolerate any form of discrimination or harassment that violates this policy. This policy forbids any unwelcome conduct that is based on an individual's age, race, color, religion, sex, national origin, ancestry, marital status, sexual-orientation, veteran status, physical or mental disability, legally protected medical condition or association with anyone who has, or is perceived to have, any protected characteristic, or any other basis protected by state, federal or local law.

16. Implementation of the Code of Ethics

The Del Norte Solid Waste Management Authority Code of Ethics expresses standards of ethical conduct expected for members of the Del Norte Solid Waste Management Authority Board of Commissioners, commissions and committees. Public Officials themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of commissions and committees, have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention.

Public Officials entering office shall acknowledge that they have read and understood the Del Norte Solid Waste Management Authority Code of Ethics. This Code of Ethics and Conduct shall be reviewed periodically by the Board of Commissioners, commissions, and committees.

17. Compliance and Enforcement

Complaints alleging a violation of this Code of Conduct by a Public Official should be directed to the Authority's Director. Upon receipt of a complaint of a minor nature, the Authority's Director and its General Legal Counsel shall together determine a course of action. The Authority's Director and its General Legal Counsel shall, should they fail to resolve the complaint or should the complaint be of a serious nature, consult with the Chair (unless the Chair is the subject of the complaint, in which event they shall consult with the Vice Chair or other Commissioner, in order of seniority, as is appropriate under the circumstances) in order to determine an appropriate course of action. Serious complaints regarding a commission or committee member shall be directed to the chair person, or vice chair if the chair is named in the complaint. The recipient of the subsidiary body's complaint shall consult with the Authority's Director and the Authority's General Counsel to determine the appropriate course of action.

The goal of enforcement of this Code of Ethics is corrective, rather than penal and a progressive approach of curing violations is encouraged beginning with informal methods and proceeding to more formal methods, as necessary and appropriate, given the circumstances and allegations of the complaint. In appropriate circumstances, informal counseling and instruction shall be utilized to address issues before recommending sanctions. Depending on the severity of the violation, sanctions may be imposed including reprimand, formal censure, referral back to the agency appointing the member with a recommendation for removal from the appointment, loss of committee assignments, exclusion from closed sessions, travel or expense reimbursement restrictions, loss of staff support or use of Authority resources, referral to the Grand Jury or other penalties as may be applicable to the circumstances. The Board of Commissioners also may remove members of commissions and committees from office.

Prior to any sanction being taken against a Public Official, the official shall receive notice of the alleged violation and the proposed sanction. Before a sanction is imposed, the Public Official charged may request a public hearing before the Board of Commissioners and, in such case, a sanction shall not be imposed except upon a majority vote of the Board of Commissioners. The Public Official whose conduct is under scrutiny shall be disqualified from voting upon whether or not sanctions should be imposed. A public hearing need not comply with the formal rules of evidence, but shall afford the Public Official an opportunity to be heard on the proposed sanction.

18. Statement of Commitment

As a member or alternate of the Board of Commissioners of the Del Norte Solid Waste Management Authority or of an Authority board, commission, or committee, I understand and agree to uphold the Code of Ethics and Conduct for elected and appointed officials adopted by the Board of Commissioners. In recognition of this standard I will conduct myself by the following model of behavior:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, Authority staff and the public are free to express their ideas and work to their full potential.
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Del Norte Solid Waste Management Authority;
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and that I understand, accept and support the Del Norte Solid Waste Management Authority Code of Ethics and Conduct.

Board, Commission, Committee

Position

Signature

Date



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

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

www.recycledelnorte.ca.gov

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

Staff Report

Date: 02 July 2015
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 071801 – Del Norte Grand Jury
Topic: Draft Responses to 2014 / 2015 Grand Jury Report

Summary / Recommendation: That the Board take the following action:

1. Discuss the Authority's draft response to findings and recommendations of the 2014 / 2015 Grand Jury report pertaining to the Del Norte Solid Waste Management Authority, and
2. After incorporating any revisions agreed by the Authority Board, direct staff to submit this response to Judge Follett.

Background: The 2014/2015 Grand Jury Report includes the most comprehensive assessment and analysis ever conducted of the Del Norte Solid Waste Management Authority. The Authority Board may respond to this report by challenging the accuracy of any findings contained in the Grand Jury report that are based on facts, and by responding to the recommendations of the 2014/2015 Grand Jury pertaining to the Del Norte Solid Waste Management Authority.

Analysis: Analysis is included with each Authority response.

Alternatives: The Board may make any changes to this draft response document it deems appropriate. The Chair could also appoint a committee to review additional revisions to be presented at the August 18th Authority meeting.

Fiscal Impacts: None.

Related Issues: The draft response to the Grand Jury report commits the Authority Board to consider modest revisions to the Authority Code of Ethics, and supports the recommendation that the Board of Supervisors make changes to their appointments to the Authority and the Del Norte Solid Waste Task Force.

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10 July 2015

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A Joint Powers Authority of

the City of Crescent City and County of Del Norte

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21 July 2015

The Honorable Judge William Follett
Judge of the Superior Court of Del Norte County
450 H Street
Crescent City, CA, 95531

RE: The Del Norte County 2014-2015 Grand Jury Final Report

Your Honor:

The following are the responses by the Del Norte Solid Waste Management Authority to the Del Norte County 2014-2015 Grand Jury Final Report as adopted at the meeting of 21 July 2015.

This Grand Jury Report includes the most detailed assessment and analysis of the Authority and its administration provided by another entity in Del Norte County since the Authority was formed in 1992, and the Authority appreciates the significant work of the members of this 2014/2015 Grand Jury to prepare this history and report.

The significant and strong nature of the findings and recommendations would have benefited from a letter specifying how your Honor and the Grand Jury expect the Authority and member agencies to respond. Lacking such a letter describing your expectations regarding a response, the Authority will follow the California Penal Code, commencing with section 9300.

These responses, submitted by the 2014/2015 Authority Board, regarding the 2013/2014 Authority Commissioners and staff, have also been sent to the Del Norte County Board of Supervisors and the Crescent City Council for their consideration.

10 July 2015

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Commendations for Authority Staff and Hambro/WSG's staff:

The Del Norte Solid Waste Management Authority appreciate the commendations of the employees of this agency in the areas of:

- “● *Providing exceptional customer service and professionalism to the public utilizing the facility.*
- *Care of the transfer station facility, keeping it as clean as possible and in excellent condition.*
- *Development, implementation and operation of multiple recycling programs that have made Del Norte County a recycling leader nationwide.*
- *Development and implementation of accounting policies and procedures that have resulted in a two year cycle of total accountability of funds.”*

In addition, the Authority acknowledges the central role of the Authority's transfer station operations contractor Hambro/WSG, under General Manager Wes White and Operations Manager Joel Wallen, in keeping the Del Norte County Transfer Station a clean, safe and inviting place for people to drop off their recyclables and dispose of their trash.

Authority responses regarding 2014-2015 Grand Jury Findings:

Two Commissioners of the current Board of the Del Norte Solid Waste Management Authority did not serve as Commissioners during the period investigated by the Grand Jury. Also, Commissioner #2, reappointed by the Del Norte County Board of Supervisors in 2014, no longer serves as an Authority Commissioner or County Supervisor. Similarly, Commissioner #5, who served as the Public Commissioner through March 2015, is also no longer serving in that capacity, though she is currently appointed to the Del Norte Solid Waste Task Force.

Under California Penal code section 933.05, the public agency subject to a Grand Jury report is obliged to indicate whether that agency agrees or disagrees, wholly or partially, with each finding in that report. This section addresses each of the findings of the 2014- 2015 Grand Jury report regarding the Del Norte Solid Waste Management Authority (SWA in the Grand Jury report). The findings in italics below are quoted from the Grand Jury Report, as numbered therein.

FI. The JPA and the SWA continues to be the most appropriate answer to the issues created by the landfill and the appropriate response to CalRecycle and state mandated regulations and laws.

DNSWMA response to F1: The Authority agrees with this finding. In addition, as stated in the **Final Report - Assessment of the Del Norte Solid Waste Management Authority** (R3 Consulting Group, May 15, 2014) *“The Del Norte Solid Waste Management Authority, as a single Joint Powers Authority serving both Del Norte County and the City of Crescent City, is the most efficient entity for managing solid waste related functions in Del Norte County.”* (page 10).

F2. Some decisions made by the Authority Board significantly affected the functioning of the operations of the SWA, reducing its effectiveness.

DNSWMA response to F2: The Authority partially agrees with this finding. The Authority’s reduced effectiveness during the period starting in August 2013 was primarily associated with being short-staffed. A majority of the 2013/14 Authority Commissioners at that time felt that the Assessment report by R3 Consulting Group confirmed their belief that the Authority could continue with reduced staff. In addition the R3 report did list several options regarding staffing, although each of those options were presented with little analysis other than the responses provided by the Authority staff, legal counsel and Treasurer. The consultants did not clearly recommend any of the options, *except retaining the agency.* In the report, R3 acknowledged that *“...the question ‘What are the appropriate management and administrative staffing levels for the Authority’ was not specifically asked and regardless cannot be definitively answered at this point.”*

Presented as options -- in this order -- in the R3 report were:

1. Maintain current Management and Administrative staffing levels
2. Reduce Management and Administrative staffing levels to support Status Quo
3. Contract the Executive Director Position
4. Contract scalehouse staffing to the private sector

The R3 report specifically acknowledges that Options #2 and #4 require further analysis and/or legal opinion. Under Options #2 and #3, it was not clear how R3 could present options for permanent reduction in Authority staff – cutting the number of core positions in half by combining the Director and Program Manager (as well as other) positions – while claiming that this would be ‘Status Quo.’ Under Option 2, R3 said *“...prior to (combining these positions) the Authority should review the job responsibilities of both of those positions, eliminate or defer non-essential tasks and delegate certain other required tasks to administrative staff, the County and/or Recology and Hambro/WSG where that can be done effectively to the benefit of the Authority.”*

The 2013/14 Authority Board did not take action to eliminate or delegate responsibilities to other entities or agencies, and did not take timely action to address the protracted staffing shortage. Lack of action on these issues did prolong the period when the Authority lacked adequate staff to meet the Authority's ongoing responsibilities.

F3. Multiple violations by Commissioners #1, 2 and 5 of the Code of Ethics occurred.

DNSWMA response to F3: The Authority agrees with this statement.

The most significant Code of Ethics violation documented by the Grand Jury was the private discussions between the former General Manager of Recology Del Norte and these Commissioners #1 and #5 regarding the potential sale of the Del Norte County Transfer Station. Recology Del Norte is a contractor of the Authority, and sale of the Del Norte County Transfer Station would directly contradict several complex commitments the Authority has made to State agencies and financial institutions while eliminating the source of funds for the Authority to meet its commitments on behalf of Del Norte County and Crescent City. In short, if the Del Norte County Transfer Station could be sold, both the Authority and Recology Del Norte as they are currently structured would cease to exist. Private discussions with Commissioners regarding the sale of agency assets to agency contractors prior to any public discussion violates Authority Ethics policies regarding Acting in the Public Interest, Complying with the Law, and Respect for Process.

The Grand Jury's summary of Commissioner #2's Code of Ethics violations are somewhat less severe. Advocating and pursuing privatization of Authority functions, facilities, or services, however, without *any* supporting financial or service analysis open to public scrutiny does raise questions regarding how such actions can be justified as Acts in the Public Interest.

F4. Commissioners #1 and #5 did not consistently conduct public affairs with honesty, integrity, fairness and respect for others.

DNSWMA response to F4: The Authority agrees with this statement, with reference to the response to F3.

F5. Commissioner #1 committed numerous and varied violations of the Code of Ethics and Conduct.

DNSWMA response to F5: The Authority generally agrees with this statement, as documented within the Grand Jury report, and with reference to the response to F3.

F6. Commissioner #1's conduct is potentially harmful and divisive to the functioning and vested interests of the SWA and the community.

DNSWMA response to F6: The Authority agrees with this statement, with reference to the response to F3.

F7. Commissioner #5 committed multiple violations of the Code of Ethics and Conduct.

DNSWMA response to F7: The Authority agrees with this statement, as documented within the Grand Jury report and with reference to the response to F3.

F8. No fiscal analyses or cost/benefit impact reports were produced to support some of the decisions the Authority Board rendered.

DNSWMA response to F8: The Authority agrees with this finding. Not all decisions of the Authority are subject to fiscal or cost/benefit analysis. It will remain the task for staff to identify and present potential fiscal impacts of Authority Board decisions.

When a new Authority Board 'wants to go in a new direction,' and does not seek such fiscal advice from staff, or eliminates staff capacity to provide such analysis, it is appropriate for the Grand Jury, the appointing agencies, or the general public to ask for justification for such proposed dramatic changes. As noted in the response to F3, Authority Commissioners who advocate or pursue policies or actions that have potentially significant impacts to public costs or services without supporting analysis comparing policy options may be in violation of the Authority's adopted Code of Ethics.

F9. No fiscal analyses or independent impact reports were produced to support further privatization of the SWA or selling of the transfer station.

DNSWMA response to F9: The Authority agrees with this finding. In e-mail communications, Authority staff has asked Recology Del Norte General Manager Ed Farewell if any analysis had been done at any time by Recology in this regard. He said no.

Furthermore, in the Humboldt-Del Norte-Curry region, the per ton disposal rate at every single publicly operated transfer station is less than similar disposal rates at every single privately operated transfer station. There appears to be absolutely no basis for the assertions that further privatization would result in any savings to customers.

The prospect of selling the Del Norte County Transfer Station has not been discussed at a public meeting, and is not a viable option for many reasons including the way its construction was financed using State funds, and the commitments that have been

made pledging revenues from this facility to address the liabilities associated with the Crescent City Landfill.

F10. SWA has lower disposal rates than Curry County or Humboldt County.

DNSWMA response to F10: The Authority agrees with this finding. Authority managed facilities have the lowest disposal rates in our region. Per ton and per cubic yard disposal rates for solid wastes at the Del Norte County Transfer Station, the Klamath Transfer Station and the Gasquet Transfer station are lower than any comparable facilities in Humboldt or Curry Counties.

F11. The SWA has been understaffed since August 2013.

DNSWMA response to F11: The Authority agrees with this finding.

F12. The Authority Board failed to modify the workload to accommodate staffing levels.

DNSWMA response to F12: The Authority agrees with this finding. The adopted Work Plans presented by staff did, however, explicitly identify which tasks or activities were inactive or being deferred during this period.

F13. The SWA is presently out of compliance with its Mission Statement and some state agency regulations due to failure to produce mandated reports in a timely manner.

DNSWMA response to F13: The Authority agrees with this finding and intends to address this issue with the hiring to return to full staffing levels in 2015.

F14. The costs for managing the SWA increased under the 2013/14 Authority Board.

DNSWMA response to F14: The Authority agrees with this finding, as documented within the Grand Jury Report.

F15. Applications for grant monies ceased under the 2013/14 Authority Board.

DNSWMA response to F15: The Authority partially agrees with this finding. Though the Authority has not applied for any competitive grants in several years, the Authority continued to apply for and be awarded grants under the used oil payment program administered by the California Department of Resources, Recycling and Recovery

(CalRecycle). This used oil payment program grant is awarded to each City, County, or regional joint powers authority and is not competitive. Competitive grant applications generally require a more intense staff effort to apply for and to implement.

F16. The JPA and the SWA are at functional risk should a charter member choose to withdraw from the JPA.

DNSWMA response to F16: The Authority agrees with this finding. The multiple administrative, legal and operational issues that would be associated with the withdrawal of either the City of Crescent City or the County of Del Norte are an inherent impediment to such action. All members of the Crescent City Council and the Del Norte County Board of Supervisors need to understand that the Del Norte Solid Waste Management Authority:

- Exists to address responsibilities for planning and administering solid waste and recycling programs that would immediately fall to City and County staff if the Authority did not exist, and
- Cannot be dissolved (i.e. neither charter member can withdraw) without the prior approval of the agencies responsible for oversight of the Crescent City Landfill. Those agencies will demand that there be explicit and clear designation as to who will be responsible for the County's, and to some extent the City's, ongoing permitting and financial liability associated with this facility.

F17. The actions of Commissioners #1, 2 and 5 contributed to a hostile work environment.

DNSWMA response to F17: The Authority partially agrees with this finding. The Authority is a public agency, under the guidance of elected officials appointed as Commissioners and a public member. This was a difficult period for all Authority staff, including gate staff. The Board discussions set the tone for community attitudes toward Authority staff. As the Board was considering privatization, gate attendants felt more

insecure in their positions, were abused by customers based on these discussions, and did not receive assurances from the Board.

F18. Commissioners #1 and #5 demonstrated a lack of transparency in decision processes and outside activities.

DNSWMA response to F18: The Authority agrees with this finding, with reference to Authority's response to F3.

F19. Certain Commissioners made misleading statements as to the need and reason for the \$33,000 spent on R3 study.

DNSWMA response to F19: The Authority partially agrees with this finding. The nature of political speech is at times distracting. The statements from Commissioners quoted in the Grand Jury report attempt to justify the expense of the R3 report as an expression of concern regarding the missing funds identified in the Scanlon report. While these Commissioners may have been sincere in their concerns, the R3 report did not address financial issues in any way. Therefore connecting the R3 report to the Authority's financial concerns was misleading.

F20. The tone and content of Commissioner #1 and #5's communications with R3 were inappropriate and an attempt to influence the outcome of the consultant group's report.

DNSWMA response to F20: The Authority partially disagrees with this finding. There is not a problem with any Commissioner expressing their opinion in writing, even in an attempt to influence the content of such a report. It is worth noting that in the letters submitted by Commissioners #1 and #5 to support their opinions regarding the R3 draft report, they provided no additional factual information. In other words, the letters from Commissioners #1 and #5 were their opinions, nothing more.

The more fundamental procedural problem with the R3 report in hindsight was the lack of a methodology beyond interviews, how interviews with different persons were weighed with respect to other opinions, and the way factual information was sparsely and unevenly presented to support their findings. It is also highly unusual – even questionable - for staff to be directed (by their Board) to limit communications with a consultant conducting an assessment of that agency.

F21. Commissioners were varied in their understanding and knowledge of the JPA and state rules and regulations and operating standards.

DNSWMA response to F21: The Authority agrees with this finding. All Commissioners vary in their depth of knowledge, experience, and abilities to absorb information.

F22. COE #17 places the Executive Director in the precarious employment position of disciplining his employers.

DNSWMA response to F22: The Authority agrees with this finding. The Authority intends to make changes to the Code of Ethics policy to address this issue.

F23. The Grand Jury finds the continued assertions by Commissioner #1 regarding lowering rates without job loss and increasing privatization of the recycle/waste-stream to be unsupported by facts and fiscal analysis.

DNSWMA response to F23: The Authority agrees with this finding. In e-mail communications, Authority staff has asked Recology Del Norte General Manager Ed Farewell if any analysis had been done at any time by Recology in this regard. He said no.

F24. SWA Commissioners can serve on the solid waste task force and board concurrently.

DNSWMA response to F24: The Authority agrees with this finding.

Conclusions. Though this is not listed as a finding in the report, the Authority agrees with the Grand Jury's conclusion that: *"No documentation supporting (some Commissioner's) opinions was presented to Del Norte County residents concerning the following issues:*

- *dissolving the JPA*
- *privatization/selling of the transfer station*
- *combining the Director and Manager Position and/or contracting this position*
- *contracting out employees*
- *lowering solid waste disposal rates*
- *job shifting"*

Responses to Recommendations related to the Authority:

Each of the numbered recommendations from the 2014 / 2015 Grand Jury Report are listed in this section in italics, followed by the response from the Authority.

R1. The Solid Waste Authority should return to full staffing with separate positions for the Executive Director and Program Manager.

DNSWMA response to R1: The Authority plans on hiring additional staff this fiscal year to return to full staffing, as supported by the adopted Authority budget for fiscal year 2015/2016.

R2. All Commissioners should be educated about the history of the JPA and SWA and state rules and regulations. All Commissioners should read the 2014/2015 Grand Jury History of Solid Waste Authority.

DNSWMA response to R2: Since November 2013, the Authority Director updates and prepares a briefing binder provided to each new Authority Commissioner, and reviews the information therein with new Commissioners prior to their first meeting. The 2014/2015 Grand Jury History of Solid Waste Authority will be included in the briefing binder through the year 2020.

R3. The Solid Waste Authority should resume its applications for grant monies.

DNSWMA response to R3: The Authority continues to annually apply for non-competitive block grants and payment programs to support beverage container and used motor oil recycling programs. The Authority will consider applying for competitive grants for appropriate projects after this agency returns to full staffing and has addressed the backlog of activities that have accumulated since August 2013.

R4. Commissioner #1 be removed from the Solid Waste Authority Board for misconduct and multiple violations of the Code of Ethics which affected the performance of his official duties.

DNSWMA response to R4: As Commissioner #1 was appointed by the Del Norte County Board of Supervisors, this recommendation would be most appropriately and effectively addressed by the Del Norte County Board of Supervisors. Based on the Grand Jury report findings, the Authority confirms that Commissioner #1 has made multiple violations of the Authority's Code of Ethics, referring to the DNSWMA response to F3.

R5. The Grand Jury recommends Commissioner #1 be referred to the Board of Supervisors for consideration of disciplinary action.

DNSWMA response to R5: As Commissioner #1 was appointed by the Del Norte County Board of Supervisors, this recommendation would most appropriately and effectively addressed by the Del Norte County Board of Supervisors.

R6. The SWA Board recommend the removal of Commissioner #5 from the Solid Waste Task Force for multiple violations of the Code of Ethics.

DNSWMA response to R6: As Commissioner #5 was appointed by the Del Norte County Board of Supervisors to the Del Norte Solid Waste Task Force, this recommendation would most appropriately and effectively be addressed by the Del Norte County Board of Supervisors. The Authority Board agrees that Commissioner #5 violated the Authority's Code of Ethics as documented by the Grand Jury.

R7. The Solid Waste Authority should investigate adding Associate Members to the JPA.

DNSWMA response to R7: The Authority has not received requests from any entity or agency to become an additional member of the Authority. Authority staff has not had capacity or Authority Board direction to analyze the potential benefits or potential concerns regarding additional Authority members, and thus has not attempted recruiting additional members.

R8. The Solid Waste Authority should revisit its plans for a resource and recovery park as a backup and complement to the present recycler in Del Norte County.

DNSWMA response to R8: Development of the Authority-owned and commercially-zoned property adjacent to the Del Norte County Transfer Station has been deferred for several years. Prior analysis of this property included a phased development starting with a facility for the sale of building materials and appliances salvaged at the Del Norte County Transfer Station. When Hambro/WSG opened their Eco-Store, the need for such a Reuse facility became much less urgent. Since the Eco-Store closed several years ago, these materials have been sold through the thrift store operated by Daily Bread ministries at 1135 Harrold Street. Analysis of alternative potential options for potential uses of this property should be conducted by Authority staff, and considered by the Authority Board prior to any action. The Authority may direct staff to prepare such analysis after this agency returns to full staffing and has addressed the backlog of activities that have accumulated since August 2013.

R9. The Board of Supervisors and City Council should appoint Commissioners who want the JPA and Solid Waste Authority to be successful.

DNSWMA response to R9: This recommendation is directed at the appointing authorities of the Del Norte County Board of Supervisors and the Crescent City Council. A 'successful' Solid Waste Authority would have adequate staff and resources to meet the mission statement adopted in September 2014: *"The Authority's Mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law."*

Generally, because of their training and expertise, Authority staff are in the best position to understand all activities needed to achieve and maintain '100% regulatory compliance.' If the appointing authorities of the City Council or the Board of Supervisors come to believe that a Commissioner has acted in a way that is not consistent with administration of a successful agency, those appointing authorities should replace such a Commissioner with a different appointee.

R10. The Solid Waste Authority Board study the Code of Conduct #17 and consider reorganizing the corrective process since it puts the Executive Director in a difficult position of correcting his employers.

DNSWMA response to R10: The Authority's Code of Ethics and corrective process will be revised to address this recommendation before the end of 2015.

R11 . The Solid Waste Authority should follow and act in accordance with its own Code of Ethics.

DNSWMA response to R11: The Authority intends that the adopted Code of Ethics be followed by all Authority Commissioners and management staff. All Authority Commissioners and management staff are asked to sign a copy of the Authority Code of Ethics, and take the associated on-line Ethics Training in the first few months following their appointment. Individual Commissioners or staff who fail to follow this Code of Ethics may be subjected to investigations by the Grand Jury or the California Fair Political Practices Commission.

R12 . The Solid Waste Authority should conduct all its business in a transparent and public manner.

DNSWMA response to R12: As an agency, the Authority continues to follow the 'Brown Act' and other public meeting laws, under the advice of legal counsel familiar with these requirements.

R13. The Solid Waste Authority should prioritize an immediate return to compliance in all regulatory matters.

DNSWMA response to R13: After this agency returns to full staffing (later in 2015), the first priority will be to address the backlog of compliance activities and that have accumulated since August 2013.

R14. Solid Waste Authority Commissioners should not simultaneously be members of the Solid Waste Task Force as it has potential to be a conflict of interest.

DNSWMA response to R14: The Del Norte Solid Waste Task Force is an advisory body to the Del Norte Solid Waste Management Authority. While a Commissioner who also serves as a Task Force member does not automatically have a conflict of interest, a Commissioner in such dual roles is in a position to both advocate and vote for recommendations to the Authority Board as well as participate in discussions and vote during Authority Board meetings.

Considering the recommendation from the Grand Jury and the analysis above, the Authority Board will consider adding a requirement that members of the Solid Waste Task Force cannot concurrently serve as Authority Commissioners.

These comments were reviewed and approved at the 21 July 2015 Authority meeting by the following polled vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Attest:

Katherine Brewer
Authority Clerk



**2014/2015 DEL NORTE COUNTY GRAND JURY
FINAL REPORT**



May 22, 2015

The Honorable William Follett
Judge of the Superior Court of Del Norte County
450 H Street
Crescent City, CA 95531

RE: Del Norte County 2014-2015 Grand Jury Final Report

Your Honor,

On behalf of the 2014-2015 Del Norte County Grand Jury, we submit our final report to you, the citizens of Del Norte County, the Del Norte County Board of Supervisors, and the City Council of Crescent City.

As you are aware the Grand Jury functions as a "watchdog" wherein the Grand Jury investigates and issues reports about local government entities. The purpose of such investigations is to improve efficiency and effectiveness of our local government and promote government accountability. In order to fulfill its mission, the independence of the Grand Jury is of utmost importance as is the confidentiality of its proceedings and investigations until a final report is issued.

"In our system of government a grand jury
is the only agency free from possible political
or official bias that has an opportunity to see...
the operation of government...on any broad basis"
(Monroe v. Garrett 1971 17Cal.App.3rd 280)

When I assumed the Foreperson position for this sitting Grand Jury, I anticipated a controversial year, and this Grand Jury acknowledges that this final report may have repercussions to the Del Norte community. The Grand Jury chose to investigate the Del Norte County Solid Waste Authority based on the numerous articles in the Del Norte Triplicate and the letters the paper received and published in its opinion section. To that end, the Jury took a journalistic approach to its investigation and endeavored to answer the questions: Who, What, Where, When and Why? This final report is the culmination of an

exhausting, unerring and diligent investigation which identifies the issues, and the impact of proposed changes to the DNSWMA, should they be undertaken to the citizens of Del Norte County.

The Grand Jury focused on other issues pertinent to the safety and security of Del Norte County residents in exploring the emergency response system when it was learned that the 911 call system access lines were to be reduced in number. The jury also followed up on the Klamath Fire issues raised by the 2013-2014 Grand Jury, and completed the mandated inspections of the county detention facilities. In all, the Grand Jury members were dedicated in their tasks, diligent, and objective in their findings.

I am proud and honored to have served with this group of citizens, some of whom had little or no prior knowledge of how a Grand Jury functions, all of whom came together to produce this document. Acknowledgement must also be made of the California Grand Jurors' Association; their initial training sessions, and availability for consultation over the past year has been invaluable in producing this document.

Respectfully submitted,



Tod A. Roy, Ph.D., Foreperson
2014-2015 Del Norte County Grand Jury

2014/2015 Del Norte County Grand Jury SPECIAL REPORT

SUMMARY

The 2014-2015 Del Norte County Grand Jury conducted an extensive inquiry and investigation into the operations of the Del Norte County Solid Waste Management Authority (SWA) during the course of executing its statutory responsibilities. By law, these investigations are confidential and will remain so until the Grand Jury issues a Final Report, or the Superior Court releases those concerned from the bounds of confidentiality.

While performing its responsibilities the Grand Jury was made aware that a certain witness appearing before it had violated the secrecy admonition applicable to Grand Jury proceedings. The witness's violation of the admonition of confidentiality appeared to the Grand Jury to be an attempt to undermine the Grand Jury proceedings, question its integrity, derail its mandated function, and declare that two Grand Jury members were "ill-suited to sit on this prestigious Jury."

BACKGROUND

In California, a Grand Jury has three functions: to weigh criminal charges and to determine whether indictments should be returned (Penal Code 917); to weigh allegations of misconduct against public officials and determine whether to present formal accusations requesting their removal from office (Penal Code, 922); and to act as public "watchdog" by investigating and reporting upon the affairs of local government and its subordinate agencies and commissions to determine if those operations are being conducted efficiently and in the public interest (Penal Code 919). In Del Norte County, the annually empanelled Grand Jury primarily serves the second and third functions.

The proceedings of Grand Juries, whether acting in a civil or criminal functions, are secret by law. Its proceedings are closed to the public (Penal Code, 915, 939, 939.1), and grand jurors take an oath not to disclose any evidence brought before the Grand Jury under penalty of misdemeanor (Penal Code, 911). Witnesses appearing before a civil Grand Jury, whether voluntarily or by subpoena are also bound by the secret nature of the proceedings. At the outset of testimony, each witness is admonished not to reveal which questions were asked, what responses were given, or any other matters concerning the nature or subject matter of the Grand Jury's investigation. (Opinion of Atty. Gen. 02-1108). The California Supreme Court has affirmed the strong historic policy of preserving Grand Jury secrecy (*McClatchy Newspapers v. Superior Court* 1988) 44 Cal. 3d 1162).

The justification for this secrecy requirement is in fact, that an effective “watchdog” investigation can only be conducted if witnesses are free to testify before the Grand Jury without fear of disclosure, recrimination, intimidation or retaliation. The Attorney General has concluded in a persuasive public opinion (Opinion of Atty. Gen. 02-1108) that a violation of the admonition given to a witness by a Grand Jury, sitting in its civil watchdog capacity, may constitute contempt of court. As was stated in another opinion of the Attorney General: A Grand Jury is a judicial body. Grand Jurors are officers of the court, and the jury itself is a component part to the superior court. The relationship and unity of the court and jury is such that contempt of the Grand Jury is contempt of the superior court. (25 Ops. Cal. Atty. 259 (1955).

DISCUSSION

In following its sworn responsibilities, the 2014-2015 Grand Jury conducted an extensive investigation into the operations and proceedings of the Del Norte County Solid Waste Management Authority (SWA). In connection with this investigation, all current SWA Board Commissioners were interviewed by the Special Districts Committee comprised of five members of the Grand Jury. This investigation was initiated after a supermajority vote was taken to investigate the SWA. Special District committee members were self-selected. The five SWA commissioners, and one alternate, were interviewed and asked the same 89 questions prepared by the committee ahead of time. Prior to the commencement of an interview each interviewee was given the following admonishment which has been approved by the California Attorney General:

You are admonished not to reveal to any person, except as directed by the court, which questions were asked or what responses were given or any other matters concerning the nature or subject of the Grand Jury’s investigation which you learned during your appearance before the Grand Jury, unless and until such time as a transcript (if any), or a final report, of this grand jury proceeding is made public or until authorized by this Grand Jury or the court to disclose such matters. A violation of this admonition is punishable as contempt of court. (Opinion of Atty. Gen. 02-1108).

Each interviewee was further asked whether he/she understood the admonition. The reply in every instance was in the affirmative, and each commissioner then signed a statement attesting to their understanding of the admonition.

The 2014 SWA Chairperson within days following their interview, emailed a letter to the presiding judge complaining of Grand Jury misinformation, mistreatment, and questioning the Grand Jury’s investigation while ignoring his “mission to improve the product and save consumers money” and the loss of public funds. This letter was also copied to his attorney. A copy of the letter is appended to this Special Report. (Addendum A: Letter to Judge Follett).

The Grand Jury found the letter to be compelling, to an attempt by the SWA Chairperson to “bully” the Grand Jury. By a supermajority vote, the Grand Jury requested the Superior Court by way of the District Attorney to issue a contempt citation against the individual who willfully violated the lawful secrecy admonition of this Grand Jury. Since the District Attorney declined to file contempt of court citation against this individual, the Grand Jury has chosen to issue this report with its attendant recommendation, in the hope that through example and education, public officials might better understand their ethical responsibilities towards the Grand Jury in its “watchdog” capacity and to the public whom both serve.

It is clear that if a Grand Jury is to fulfill its statutory mandate to investigate local agencies of government, it must be able to do so in an environment where witnesses interviewed are forthright in their testimony. It is only in this way that the public is assured of the effectiveness of its government. County and city-wide training of publicly elected and appointed officials regarding Grand Jury confidentiality rules would be important in edifying this issue.

2014/2015 Del Norte County Grand Jury DEL NORTE SOLID WASTE AUTHORITY

SUMMARY

The 2014-2015 Del Norte County Grand Jury opened an investigation into the Del Norte County Solid Waste Authority (SWA). This decision was made in response to numerous articles in the Triplicate highlighting discussions of dissolving the Joint Powers Agreement (JPA) between the City of Crescent City and Del Norte County as well as selling the transfer station. These articles had been met with public opposition at SWA meetings, in letters to the editor and Coastal Voices opinion pieces.

To assess the issues brought forth by the public, the Special Districts Committee conducted an investigation which included:

- researching the history and development of the JPA
- reviewing the proceedings of current and past SWA meetings
- studying the 2009 and 2011 ad hoc committee reports
- interviewing the principals involved in the development of the SWA, current employees and appointed commissioners
- internet literature search of restructuring local governments and public-private partnerships

Throughout the Grand Jury's Special Districts Committee investigation no evidence was found that the public would be better served or money would be saved by dissolving the JPA, selling the transfer station, reducing staff, or contracting out the Director's position. The Special Districts Committee did find that:

- After five years of previous assessments, no viable alternative to the JPA has been found.
- The Commissioners varied in their understanding of the history and development and function of the JPA in protecting Del Norte County and its citizens from liability related to the closed landfill.
- The 2013/2014 Commissioners expended over \$96,000 beyond operating costs.
- Evidence collected and analyzed by the Special Districts Committee indicates that certain Commissioners violated the Code of Ethics and Conduct and engaged in practices unbecoming to their positions.

Every Commissioner elected to the SWA Board reads, signs and affirms that they understand, accept and support the Del Norte Solid Waste Management Authority Code of Ethics and Conduct. This signed agreement was written in recognition of the responsibility to set aside personal biases and consider the overall impact decisions have on the citizens of Del Norte County. [Addendum D]

The Grand Jury concluded that the current configuration of the JPA and SWA is the most successful, cost efficient and beneficial program to effectively manage solid waste in Del Norte County. Further findings and recommendations are delineated in the body of the Grand Jury's report.

BACKGROUND

Pre-Solid Waste Management Authority

The Crescent City Sanitary Landfill was opened in the 1950s. Prior to that time people disposed of wastes by burying or burning trash on their own land, or illegally dumping on public or private vacant lands. From 1972 to 1994 the landfill was a "dump and cover" operation where compacted waste is covered with soil or alternative materials. The landfill is located off Old Mill Road in dune land adjacent to shoreline wetlands that are characteristic of Del Norte County coastal regions. The landfill was created by hollowing out a sand dune. A determination was made not to line the sand dune to avoid the costs of liner installation. Liners act as non-permeable barriers, preventing materials from moving into groundwater and underlying layers of rock. Unlined sand landfills are quite porous. Coupled with the abundant annual rainfall that Del Norte County receives, the landfill had the potential to leach contaminants from the waste stream into the groundwater system. This groundwater migrates into Lake Earl, a waterfowl and wildlife habitat, that is a significant resource and water supply to surrounding neighborhoods.

In 1989, Del Norte County received Cease and Desist Order #98-84 from the California Regional Water Quality Control Board (RWQCB). The Crescent City landfill was found to be out of compliance with state and federal standards and leaching environmentally hazardous materials into the groundwater. This caused the landfill to be placed into the highest threat and complexity category by the RWQCB. The RWQCB has the authority to levy fines. Del Norte County was looking at potentially incurring fines of \$100,000 per day. Simultaneously, the California Integrated Waste Management Board issued closure order [#91-02] for the Crescent City Landfill due to additional violations and threatened a \$10,000 per day fine for non-compliance.

The County owned the landfill, but it was managed and operated by Del Norte Disposal (now known as Recology), a private company and subsidiary of NorCal Waste Systems. No monies had been collected, or set aside to fund closure and closure-related expenses. The RWQCB then fined the County for lack of progress on these issues. Del Norte County implemented a parcel fee to pay for closure expenses. This was later replaced by a temporary sales tax increase.

In the Fall of 1991, county government departments were consolidated to form Solid Waste Management, led by the new Director of Community Development. The director spearheaded the environmental review process to locate an acceptable landfill site in Del Norte County. All county sites reviewed were unsuitable, both geologically and meteorologically: too much rainfall, high groundwater level and highly fractured rock. The director found the out-of-county, out-of-state, Dry Creek landfill in White City Oregon. This is the landfill presently used by Del Norte County.

SWA Formation

Del Norte County and Crescent City governing bodies created and signed a Joint Powers Agreement in 1992, giving both entities oversight and decision-making capabilities by forming the Del Norte Solid Waste Management Authority (SWA). The SWA was charged with managing and facilitating the closure of the Crescent City Landfill, creating its functional replacement and taking over all associated fiscal liabilities as well as monitoring and managing the landfill indefinitely.

The Director of Community Development was tasked with educating county and city officials on waste disposal, the Dry Creek Landfill, and the financial merits of reducing wastes. In simple terms, reducing wastes reduces costs; waste is reduced by recycling.

To simplify a complicated, negotiated contract, the long term contract with the Dry Creek Landfill is for permanent storage of Del Norte County's solid waste by volume. The more waste hauled, the quicker the allotted space is used. Each cubic foot not put into the garbage stream saves both hauling costs and storage space. The waste stream and costs are reduced by recovering recyclable materials used in ever expanding markets.

An Executive Director with a strong recycling background was hired in 1993 to integrate recycling and disposal. The Director of Community Development (now supplanted by the new Executive Director) felt a recycling background for the executive director position was an asset.

To facilitate the transfer of waste to the disposal site and to sort wastes from recyclable materials, a transfer station was needed. While it may have been less costly to build a transfer station at the old landfill, firmer ground was required. A loan was secured through the California Infrastructure and Economic Development Bank (IBank) in the amount of \$3,535,000 to fund the construction of the transfer station site on Elk Valley Road. The transfer station became operational in March 2005. This is where trash is consolidated, sorted and transported to the Dry Creek Landfill. Recyclables are collected and sent for processing.

Early in 2009, the Chairman of the Del Norte County Board of Supervisors appointed an ad hoc committee to study the viability of continuing to have the SWA manage the county's solid waste and recycling. The February 27, 2009 Meeting Action Summary document states the ad hoc committee was to "...study the justification of the solid waste management authority."

The committee was comprised of county staff, public members, and Board of Supervisor members. The committee met, interviewed the SWA Director, toured the landfill and transfer station, and reviewed documents of the JPA (i.e., operations, budgets, job descriptions, franchise agreements, ordinances).

There was general agreement by the committee that the transfer site was an efficient, clean and well run organization and the landfill monitoring responsibilities/maintenance were meeting state requirements. No significant issues were found with SWA Board, or with the collections of solid waste. Comments were positive pertaining to grants received by SWA.

During the Budget/Fiscal/Bookkeeping review, the ad hoc committee noted the previous three years' expenses had exceeded revenues. Reasons cited for this overestimation of revenues and underestimation of expenses were the downturn in the economy and depreciation of capital assets. Members of the ad hoc committee recommended implementation of an automated accounting system and noted the current system lacked internal controls. They suggested that the SWA budgets be ratified by both the Board of Supervisors and City Council members.

Disagreement developed between committee members regarding the practice of paying stipends to the Commissioners. The Authority offered a stipend of \$300 per month as compensation for board members' time. An additional \$75 per meeting was offered for attending the monthly public meeting. (It is noted here that the acceptance of stipends by Commissioners was voluntary.) Commissioner comments included rescinding stipends, reducing the number of meetings, and having public input and debate. Also opinions were offered on staffing levels ranging from presently adequate to overstaffed.

A legal review and summary legal review were undertaken by county counsel researching the potential ramifications of a unilateral withdrawal from the JPA by the county. County Counsel reported:

- The JPA assumes duties of regulating the franchises and protects the member parties, (City and County), from "arranger" liabilities.
- If the County were to unilaterally withdraw, title of the transfer station would continue to be vested under SWA.
- The financing arrangements between the County and the I-Bank could not be assumed by a private company.
- SWA would retain jurisdiction over non-withdrawing entity's area and would not be obligated to accept the withdrawing party's waste at the transfer station. This obligates the withdrawing party to then recreate its own solid waste disposal and recycling system, which must also meet all of California State laws and mandates.
- Unilateral withdrawal of either party would create disruptions in the decision making process under the present rules of the JPA as these rules require at least one member of each party to approve a measure.

The ad hoc committee met "8-10 times" and took two years to reach their conclusions. Although there were many diverse opinions and comments expressed by the ad hoc committee members, the conclusion was that the SWA continued to be a viable method of managing recycling and waste in Del Norte County. The dissolution of the JPA was not recommended. The ad hoc committee deferred on unilateral withdrawal from the JPA by the County stating, "...repercussions of county unilateral withdrawal are not clear and the committee did not evaluate the impact of this action or possible alternative strategies."

Ad hoc committee comments did not put to rest differences of opinion regarding contract positions and restructuring. A detailed analysis was not conducted to determine if the existing entity was the most efficient and cost effective method in handling solid waste disposal and recycling needs. However, the majority of the ad hoc committee members agreed the current structure was sufficient and concluded:

“...[SWA] provides the foundation for meeting the stated purpose of the JPA...No committee members recommended dissolution of the JPA in its entirety...The ad hoc process is not intended to provide a level of review required to render decisions such as dissolution or restructuring, however it is effective in noting positive and negative aspects of the organization to allow for focused management...Future changes should be discussed by all parties jointly or in their respective public forum.”

SWA Reorganization

In the summer of 2011, the Board of Supervisors proposed the creation of another ad hoc committee to assess the future of the SWA. This time representatives of the city were invited to participate. One county supervisor stated “Everything’s on the table..including privatization.” The SWA executive director’s response was, “If we own the facility and have control of it, we’ll never be at the mercy of a private company. Right now we have the right balance of private and public [partnership].”

Responding to the county’s invitation, the city manager proposed to end stipends effective immediately. He also recommended modifying the JPA and creating an interim board consisting of all elected officials of the Board of Supervisors and City Council. This proved agreeable to both entities. The new Authority Board met for its inaugural meeting December 2011. This was commonly referred to as the “Super Board.” All county and city governing officials were now directly involved in the oversight of solid waste management in the county.

In 2011, the SWA Board awarded Recology with a newly negotiated contract providing garbage and recycling services in Del Norte County. The contract allowed Recology to offset lower residential rates with increased commercial rates, upsetting some local businesses. The manager of Recology stated “there’s opportunity for everyone to save money under the new system if they fully take advantage of it and understand it.” Recology, Hambro/WSG, and the Authority instituted a "Less is More" campaign to educate the community. Together they advised that reducing the waste stream by recycling could decrease transportation hauling costs and landfill disposal site fees.

The First Amended JPA expanded upon the original JPA to more concisely address concerns, and new rules and regulations mandated by state agencies. It recognized SWA as a separate entity from either of its Charter Members (Crescent City and Del Norte County). Changes included:

- Procedures for adopting the annual budget of the Authority Board.
- Eliminating all compensations for Commissioners for their involvement on the Authority Board.
- An updated and expanded JPA purpose statement to reflect current activities.
- Revisions to the process for creating and ratifying ordinances
- Composition and organization of the commission (reduced to 5 members- 2 from city, 2 from county and 1 public member appointed by the other 4)
- Obtain insurance to protect the SWA and its charter members from liability

The First Amended Joint Powers Agreement was adopted in late 2012 and the ten member board was dissolved December 31, 2012.

METHODOLOGY

The history of the Del Norte Solid Waste Authority was studied, pertinent persons were interviewed, California laws, regulations, and mandates were researched. Rules for governing and codes of conduct were also read.

Interviews

- Five Commissioners and one alternate of the Solid Waste Board for the years 2013/2014
- Past Director of Solid Waste Authority
- Current Interim Director of Solid Waste Authority
- Retired County Director of Community Development
- President, Del Norte County Employees Association
- Del Norte County Auditor/Controller
- Del Norte County IT Manager and staff person
- R3 Consultants
- City Council Member
- Some applicants to the Del Norte Solid Waste Board [2015 public member position]

Field Trips

- Transfer Station
- Crescent City Landfill

Research

- Agenda Attachments/Minutes (2012 through April, 2015)
- 2014 Independent Consultant's Report [R3]
- 2009 & 2011 Ad Hoc Committee Reports
- Solid Waste Task Force Minutes
- Request for Proposals 2013 and 2014

- Sheriff's Report on the Missing Funds
- Independent Auditors Report (Scanlon)
- Joint Powers Agreement
- Ordinances 2008-01, 02, 03, 2009-01
- Proposed Ordinances 2014-01/02
- Code of Ethics (SWA)
- Revenues and Expenditures (SWA)
- Legal Counsel Findings/Reports
- Rate comparisons of surrounding counties
- Developed 89 questions with supporting documentation for Commissioner interviews

California Laws, Regulations, Mandates

- AB 341 California's Mandatory Commercial Recycling Law
- CalRecycle Grants Awarded Del Norte Solid Waste Authority (1992-present)
- Cease and Desist Order 98-84 for the Crescent City Landfill
- California Waste Management - Consideration of Board Action to Issue Notice and Order 91-02 to the Crescent City Disposal Site (17pg.)
- CalRecycle reports on Del Norte Solid Waste and the Crescent City Landfill
- California Laws related to solid waste:
 - Title 14, Division 2, Chapter 5 CCR (beverage container recycling)
 - Title 14, CCR, Division 7 (non-hazardous waste)
 - Title 27, CCR (CalRecycle and State Water Resources Control Board)

Videography

- Solid Waste Meetings 2012 through April, 2015
- City Council Meetings [Ordinances]
- Board of Supervisor Meetings [Solid Waste related]

Independent Studies

- "Restructuring Local Government" - Privatization, Pros and Cons (Cornell University)
- "Independent Contractors and Consultants in California" - Advantages and Disadvantages of Using Independent Contractors (Methven & Associates, California Business and Securities Attorneys)

Local Resources

- Triplicate Articles - Solid Waste Authority (2001 through April, 2015)
- Letters to the Editor - Solid Waste Authority (2012 through April, 2015)
- Letters submitted to Solid Waste Authority (2012 through April, 2015)
 - Public
 - Board Members
 - Legal Counsel
 - Certified Public Accountant
 - Solid Waste Staff
- Strategic Planning Document (January 2013)

Parliamentary Procedure Guides

- Robert's Rules of Order
- Rosenberg's Rules of Order (Revised 2011)
- Brown Act

DISCUSSION

On January 30, 2013, an editorial in the online Crescent City Times quoted the newly elected District 1 Supervisor. The topic was the Joint Powers Agreement (hereafter referred to as JPA) and Del Norte Solid Waste Management Authority (hereafter referred to as SWA).

“Though well intentioned, the Del Norte Solid Waste Management Authority has devolved to become just another layer of bureaucracy. Indeed, the Authority and the Joint Powers Agreement which operates it has long outlived its purpose. Consumers are paying higher fees to remove their waste products than comparable communities without a Solid Waste Management Authority. It is time to remove this layer of bureaucracy, supplant it with an expanded Code Enforcement Department to file necessary paperwork to the State and monitor the landfill, and pass these substantial savings on to the consumers. Trash rates will decline and services will not be compromised. Del Norte County opting out of the JPA is overdue. I am hopeful the City of Crescent City will likewise see the wisdom of opting out of the Agreement.”

On March 12, 2013, the nominations of District #1 Supervisor and District #3 Supervisor to the Authority Board were approved by the Board of Supervisors (BOS). On March 26, 2013, the newly appointed Authority Board held its first meeting of the year.

On March 27, 2013, the Triplicate ran an editorial questioning the functional ability of the SWA given the BOS Commissioners:

“The new members [BOS Commissioners] are among the majority of county supervisors who have long questioned whether the authority should exist. They've implied there must be a more efficient way to oversee Del Norte's waste, but four years of assessment have yet to produce a viable alternative.”

On April 4, 2013 the Triplicate began publishing the public's letters to the editor regarding dismantling the Authority. Letters were decisively in favor of retaining the Authority and the JPA. These controversies became the main issue for the newly formed five member SWA board and the public. To assess these issues the 2014/2015 impaneled Grand Jury undertook this investigation.

In this discussion, Commissioners will be identified numerically.

1. Commissioner #1 BOS reappointed, 2013 vice chairman and 2014 chairman.
2. Commissioner #2 BOS reappointed 2014
3. Commissioner #3 City Council reappointed 2014
4. Commissioner #4 City Council appointed 2014
5. Commissioner #5 Public Member selected by the other four Commissioners in 2013, retained seat through March 2015
6. Commissioner #6 Alternate City Council Commissioner 2014, 2013 chairman of the Authority Board

Interview Process

The Grand Jury interviewed all seated Commissioners of the 2013/2014 SWA Board and a City Council Alternate Commissioner. A slate of questions was written regarding the history of the SWA, knowledge of California state laws and regulations pertaining to solid waste, knowledge of the parameters of the JPA, and Commissioners' views on the R3 Consulting Group report.

An admonishment was read by the Grand Jury foreperson to all interviewees and was signed by everyone. The same eighty nine questions were asked of all interviewees. Some questions were modified according to the Commissioner being interviewed. Based on Commissioners' responses, follow-up questions differed. All Grand Jurors present at the interviews participated in conversations with the interviewees.

Throughout the interview process the Grand Jury found a disparity among the six Commissioners in their knowledge of the history of the JPA, its formation, and its relationship to the closed landfill. When asked what training they had received, answers ranged from being offered "a large binder" of historical reference, to personal assistance from the executive director, to "...did not receive any special training." Similarly, Commissioners demonstrated a range of understanding of California laws specific to solid waste and recycling and the purpose of the transfer station. When asked "do you consider the transfer station an asset or a liability, one Commissioner saw the transfer station as only a "middleman cash dispensary," while another Commissioner said it was "an absolute asset."

The former Executive Director (hired in 1993) and the Program Manager (presently Acting Director and hired in 1994) have considerable experience and demonstrated considerable knowledge of the solid waste industry when interviewed. The Program Manager and past Director wrote and secured grants totaling over \$2,335,000 in revenues and/or services over the past fifteen years. These grants were received to aid SWA in remaining compliant with the state's mandated rules and to help position SWA for compliance and leadership in future anticipated state requirements.

Del Norte County was the first county in the nation to have developed a Zero Waste Plan. The Institute for Local Self-Reliance found SWA was a leader in the zero waste movement. SWA actively supported Extended Producer Responsibility (EPR) and runs an EPR funded pilot

program for carpet recycling and disposal of paint. SWA also manages take back programs for mercury thermostats and household batteries. Hazardous wastes can be recycled at the transfer station at the grant-funded Hazardous Waste Outbuilding.

In August 2013, the former Executive Director was honored by the California Product Stewardship Council with an “EPR Super Hero Award” for his outstanding contributions to the EPR movement. These are grant funded programs that benefit the ratepayers, the community, and the environment.

Commissioners' opinions varied on the overall value of pursuing grants. Commissioner #2 felt that grant money is funneled through the community, doesn't stay in the community, doesn't create local jobs and is used by the Authority to offset wages. Commissioner #6 liked grants and commented that the Program Director practically pays his way on grants received. The County Auditor also liked grants, with the caveat not to write grant money into the budget in anticipation of receiving the competitively funded monies. Commissioner #1 recognized grants have helped fund some improvements at the transfer station, but is ideologically opposed to grants, publicly stating, “The acceptance of grant money, another form of institutional charity, will forever doom Del Norte County to permanent poverty status.” (Triplicate, Coastal Voices January 6, 2015)

Given that the grant funds received have been utilized to fund cutting edge recycling programs the Grand Jury interpreted Commissioner #1's statement with regard to “institutional charity” to be one of political ideology. The Grand Jury found that since 2013, grant application writing has stopped entirely and the only remaining grants were block grants.

A Timeline of Information

March 26, 2013 – The BOS Commissioners were unwilling to support an incremental five year pay increase for the Executive Director. This was a longevity step increase in recognition of twenty years of service and his most recent satisfactory performance evaluation. The vote was two City Council Commissioners in favor and two BOS Commissioners opposed. This was the first time the Executive Director failed to receive a five year incremental pay rate increase.

April 23, 2013 - The Authority Board conducted interviews for the public seat. Commissioner #5 was approved as the public member. At this same meeting, there were discussions about hiring a consultant to assess the performance of the SWA. Commissioner #2 suggested that the next agenda include an item for which...”staff prepare a request for proposals for release for the privatization of solid waste, if possible with the sale of the transfer station included in that...with no lapse in service.” The Director said he was unclear on this direction, and not clear on the issues to be addressed by such an RFP. Commissioner #1 expressed an interest in the effects of ...”privatization of the process.”

May 21, 2013 Special Joint City/County Meeting - The city and county held a special meeting on solid waste and privatization. Some board members asked for clarification on why only privatization was on the table. A sitting Supervisor asked: "If you only want to look at privatization as the option then you have skipped over all of the other possible options that are out there." Commissioner #1: "Clearly, the Del Norte Solid Waste Management Authority is not running things well, that's why we are having this discussion."

Later at this same meeting when Commissioner #1 was discussing rates, he stated: "...factually, it's over \$145/ton which is 35% more than Brookings to move our trash...that's exceptionally higher than anyone else...we have a level of bureaucracy...it's a level of government that is not functioning well...how would you like to think about having your rates lowered by 20%?" Commissioner #1 proposed to narrow the focus to privatization only. The public attending this meeting spoke out opposing the dissolution of the Authority.

May 28, 2013 SWA Meeting- The public spoke out at the process the board was taking. One of the members of the public speaking, stated:

"I don't know what the question is. I think if you guys had a good idea of what your questions were, you'd be able to find some solutions, but it seems like there is just a lot of spinning, maybe this maybe that, we've done this study, maybe we'll do this one. Figure it out, what your question is."

Commissioner #1 responded to the public speakers:

"I am of the opinion that costs are exasperatingly high on this level of bureaucracy based on certain factual information that has been presented to me to the tune of maybe 50 or as high as 70% over savings. If the consumer rates can be lowered by 20% and if the franchise fee to the county was a certain amount...and we consolidate a lot of these costs that are expensive in what I call over government...who wouldn't be for that?"

Commissioner #1 called upon the attending contracted franchisers to support him, but they remained silent.

A subcommittee was formed to determine the best structure for the Authority, make recommendations and report back to the board. At this same meeting legal counsel informed the subcommittee that the authority board cannot invalidate the current employees contract. The employees may not be legally capable of assuming private positions based on a legal decision rendered in Costa Mesa. The subcommittee then met twice (6/12/13 & 7/15/13) and disbanded when the public voiced their concern about lack of transparency and oversight. One public member stated:

"One concern is I see more and more and more things moving into that committee...that there's no public there and the information isn't getting out...if you add another thing I think you are really getting into dangerous ground where the public is not going to be there... I really believe you need to have public input at all levels."

June 25, 2013 SWA Meeting - Commissioner #5 presented her views: It is the board's duty "...to scrutinize this [JPA]...we have a very top heavy organization and somebody is paying for that...it is my opinion that it is administratively top heavy...I would be cutting right now if I need to."

Commissioner #3 asked Commissioner #5 "what sections are you wanting to cut?"
Commissioner #5 responded with: "I believe the only discretionary payroll we have is for the is [sic] not for county employees, but for the Director."

July 23, 2013 - The board informed the Executive Director that it intended to move in a new direction; paperwork and a severance package were drawn up. The Program Manager assumed the additional duties of the Executive Director in the early days of August 2013.

August 7, 2013 – Commissioner #6 and the County Auditor filed a report on missing funds with the Sheriff's Department. In a little over four months the new board had accomplished one component of its goal to theoretically save the consumer money.

The Missing Funds

It was the conclusion of three independent audits that monies were missing from the SWA based on reviews of the June 30, 2012 fiscal records. A report was filed with the Sheriff's Department by an SWA Commissioner and a county auditor who "...reported suspected embezzlement ...and suspected that two... employees... were responsible for the theft."

The Grand Jury obtained and studied the Sheriff's Department report, the Scanlon report, and interviewed the County Auditor. The Grand Jury concurs that monies were missing over a time span of years. The Grand Jury could not find evidence of the exact quantity of money missing. Commissioners' opinions ranged from \$9,000 to \$51,000. The Scanlon Report calculated a cash shortage of \$25,732.15 on June 30, 2012.

The Sheriff's report identified several persons who may have knowledge of the circumstances of the missing money. Two involved parties were questioned. The report lists two suspects; neither were interviewed. The Sheriff's report concludes that, as per the Scanlon report: "...it would be difficult to identify a perpetrator, let alone develop a prosecutable case without additional information." The Sheriff's report recommended "closure by report". [see Addendum B: Del Norte Sheriff's Department File Review - Author: Retired L.A. County Deputy Sheriff/Grand Jury Member]

The Independant Consultant Report

At the September 24, 2013 Authority Board meeting, the Acting Director/Program Manager (AD/PM) and Commissioners became aware that Commissioners #2 and #6 had formed their own subcommittee of two. They tasked themselves to find consultant(s) to respond to a Request For Proposal (RFP) they had created. As per the minutes dated September 24, 2013
Commissioner #1 responded: "Chairman ..., just for clarification, are we talking about the hiring

of two individuals?...it sounds very intriguing; this is the first time I am hearing this, any of this. So you guys have done an excellent job.” Commissioner #5 stated, “Again, I have not seen this either.”

A member of the public addressed the Authority Board:

“You may not understand my concern about how this took place, but having served on a government board as an elected official this just would not have flown at all. It doesn't matter if just the two of you discuss things, but if you discuss things in a serial matter at all, you said the board listened to the committee, even that type of discussion violates the spirit of the Brown Act. Why wasn't this item on the August agenda if this was sent out on the fifteenth?”

The Authority Board then validated the work of the unauthorized subcommittee by tasking the AD/PM with recreating an almost identical RFP for Assessment of the Del Norte Solid Waste Management Authority. This RFP was ready for release and dispersal on October 24, 2013 having been approved by the Board on October 23, 2013.

By December 2013, the Authority Board had secured a consulting company, R3, to provide an experienced, independent perspective of the SWA. The contracting company held a teleconference with the “Interim Executive Director” who served as the primary contact providing requested information to answer the Authority Board's Scope of Services questions. The contracting company's approach was to review various documents, tour facilities, interview Commissioners, franchise managers, county and city managers and Authority staff. They also observed staff performances on one occasion and attended a special meeting of the Authority Board on January 23, 2014 to receive public input.

The SWA received a preliminary draft dated February 19, 2014. Commissioner #1 placed the preliminary draft on the March 12 SWA agenda (item 7.2). The AD/PM responded to the preliminary draft with a staff report and posted both the preliminary draft and staff response on the Authority's webpage. This is common procedure following the Brown Act that agendas, attachments, etc. be publicly posted in advance of a public meeting. As a public agency the Authority is required to post to the public all materials distributed to the board for open meetings.

On March 10, 2014 an R3 consultant emailed the Authority Board and staff with a request to pull the preliminary draft as a discussion item from the agenda and reschedule that discussion once an updated draft had been submitted. The AD/PM emailed the Authority Chair (Commissioner #1) and asked if the Chair would like the item removed from the March 12, 2014 Authority Agenda. The Chairman responded (email correspondence), “No, I prefer not to pull it, but simply acknowledge receipt of the R3 preliminary Draft. I will entertain a motion to accept as a

preliminary draft only...” The Chairman let the agenda stand as posted. At the March 12, 2014 meeting, Authority Board Chairman then withdrew the agendaized draft report documents without a motion, second, or vote by the board. He then publicly chastised the AD/PM for posting the report telling him: “I reminded the AD that he works for the Authority and not vice versa.”

When Commissioner #3 requested further clarification from the AD/PM, the response was: “Chair has specifically said I should not have conversations with R3 without his permission.” The Chair (Commissioner #1) clarified, “I’ll correct that and say the Authority’s permission.” The chairman then became the primary contact person to the independent consultant, replacing the AD/PM.

The consulting group’s final report was submitted May 15, 2014. The cost to the ratepayers was \$33,460. It did not recommend dissolving the JPA. It did provide staffing options even though it did not provide any cost/benefit analyses in support of any of its recommendations.

In analyzing the consultant group’s executive summary, the Authority board’s minutes, public letters to the Triplicate, and interview responses, the Grand Jury found evidence showing attempts were made to influence the “independent perspective” of the consultant group. It is to be expected that Commissioners, knowledgeable persons and Authority staff would provide the consultants with information, clarification of the scope of services, and participate in the process as directed by the consultants. The report was to be an objective review with recommendations. Emails between consultants and Commissioners and the AD/PM were not uncommon. Commissioner comments were also solicited by the AD/PM for the April SWA meeting. On April 4, 2014, Commissioner #4 provided comments to the AD/PM correcting two typographical errors found in the report and stating his views.

“There were a few instances throughout the report about trying to save costs to SWA by shifting jobs handled by them to other entities such as the County, City, Recology or Hambro. Any responsibilities taken up by other entities in either labor or materials, which have to be passed on to someone, usually the consumer in the case of the private companies or a reduction in services in the case of the County or City as they transfer funds to cover these new costs.”

Two Commissioners directly submitted comments to the consultants. From Commissioner #1 (caps his):

“THE DEL[sic] SOLID WASTE MANAGEMENT AUTHORITY CONTRACTED WITH [] CONSULTANTS TO ANALYZE AND ASSESS AUTHORITY FUNCTIONS SO THE PUBLIC MIGHT BE BETTER SERVED BY SEEKING A DIFFERENT MODEL RATHER THAN THE CURRENT GOVERNMENT MODEL. ...R3 SHOULD MORE CLOSLY [sic] EXAMINE THE PUNITIVE RECYCLING OPERATIONS THAT BURDEN THE BUSINESS OWNER. THE QUESTION MUST BE ASKED AND ANSWERED : CAN PRIVATE RECYCLERS JULINDRA AND RECOLGY [sic] OPERATE MORE EFFICIENTLY SAVING PRECIOUS DOLLARS WHICH WOULD PERHAPS LOWER THE EXORBINATE [sic] RATE STRUCTURE?”

Excerpted from a letter from Commissioner #5 sent directly to the consultant group:

“...I felt the second report had been subjected to unauthorized influence of staff, who are self promoting...Consequently, Staff provided R3 with information of which the Board was not aware nor did it approve. Remember, it was the Board who hired R3, not Staff...Staff, of course, in trying to justify their status quo, asked R3 to provide detailed information which would support their position.”...In the new report, ...the question is asked, ‘is the JPA the most effective and efficient entity for managing solid waste in Del Norte County?’ Your answer is Yes. This needs to be changed!”

The Grand Jury’s assessment was the tone and content of the above two communications were inappropriate and an attempt to influence the outcome of the consultant group's report.

As per Commissioner #3, the hiring of a consultant group had been presented to the public as a necessary expense to restore the public's trust. The public responded with skepticism as to the necessity of another study due to duplicate efforts and costs, namely \$33,000. A member of the public spoke: “as a fiscally conservative person, I am still frustrated that we spent \$33,000 for R3 to tell us old news.” [April 1, 2014 SWA Meeting]

Commissioner #2:

“It’s kind of ironic to me that people are upset that we spent \$30,000 on a consultant but nobody is unhappy that \$29,000 went missing. That’s your money. Whether it is tax money or coming out of your pocket as a consumer; \$29,000 missing is not okay”...Why we are here today, the four audits, lack of cash controls, net deficits and the \$29,000 missing money was the tip of the iceberg, that was the final straw that broke the camel’s back. ” [April 1, 2014 SWA Meeting]

The conversations continued over the next few months justifying the expense for the R3 report.
Commissioner #1

“I believe in saving money. I believe whatever benefits the taxpayer is good. I happen to believe that the private model can be very successful. It is incredibly shocking to me that no one seems to pay much attention to the missing \$29,000. I certainly don’t want to see a repeat of any missing money.” [Triplicate August 13, 2014]

The Authority Board’s proposal for Scope of Services originally asked for analysis of seven areas, with “Cash Controls and Procedures” being item #1. However, service requests for items #1 (Cash Controls and Procedures) and #5 (Small Volume Transfer Stations) were subsequently removed from R3’s purview.

In the spring of 2013, the Authority Board hired a forensic accountant. Cash controls had already been put in place in the fall of 2012 and finalized with the auditor in November, 2012. Surprise cash counts were started in late November, 2012 and these cash counts have balanced to the penny as of April, 2015. The Grand Jury questions why Cash Controls and Procedures were listed on the Scope of Services.

During Grand Jury interviews all Commissioners defended the decision to hire an outside consultant. They agreed that the \$33,460 consulting group fee was a necessary expense because it validated the JPA as the best way to manage solid waste in Del Norte County. Commissioners responses to the R3 report were:

- “My role as chairman, board member and Commissioner is to seek out expert advice. You have to pay for that. Choose your experts and try to glean out what is applicable and what is not.”
- “Yes and no; didn’t take into consideration uniqueness of Del Norte County. I pushed for a consultant because of division in community and JPA...R3 came out for a week and disappeared. Their finding validating the JPA was what I had hoped for, but they hedged their bets with recommendations.”
- “Conclusion of R3- if it isn’t broke, don’t fix it! R3 did a terrible job...”
- “Yes, outside professionals take a look and compare what we have here. I had written letters and asked for more information and didn’t get answers back.”
- “Not satisfied, the board pulled back and seems to be a political thing...I think needs to be a utility and it’s acting like a social change organization.”
- “I am sort of half and half. JPA and SWMA is the best we can do for our county, but not satisfied with what they said about staffing. The only thing supporting R3's opinion to combine the director and manager positions was mostly opinions and the will of other Commissioners. ...I think we got our money’s worth.”

Through watching videos of Authority Board Meetings and reading letters to the editor, the Grand Jury identified that the public did not concur with the Commissioners. The outspoken public viewed the hiring of an independent consultant as wasted money. The Grand Jury concluded some 2013/14 SWA Board Commissioners' opinions and decisions overlooked the voices of the people resulting in unnecessary expenses and did not alleviate the public's mistrust.

Rate Structure

Minutes of Authority Board meetings showed SWA Rate Structure compared to other counties continued to be a point of contention between the public and Commissioner #1. Commissioner #1 publicly stated rates could be reduced by 20% -25%. He repeated this allegation in a Coastal Voices article (Triuplicate March 7, 2015) “...that at least 25% maybe more, can be saved and no jobs would be lost...if private companies assumed more responsibility at the transfer station.” Commissioner #1 stated his source of information was the former (recently deceased) general manager of Recology Del Norte.

Recology Del Norte contracts with the SWA for pickup of recyclables and trash from the consumer. Recology does not manage the transfer station. Hambro/WSG contracts to manage the transfer station and haul trash to the landfill. Currently, over 60% of the revenues from the transfer station pay Hambro/WSG. The remaining revenues pay for staff, post closure maintenance of the landfill, and the IBank loan. Under the Authority's agreement with Recology Del Norte, (Section 7.030H), there was no limit to the number and frequency of cost-saving proposals that could be put forth. To date, no such proposals have been submitted to the Authority. While meeting with the AD/PM, the Vice President and Assistant Group Manager of Recology said he had never received anything in writing regarding these assertions. He also stated that there are specific employees that perform fiscal analyses for Recology and the former general manager was not such an analyst. The continued assertions by Commissioner #1 regarding lowering rates without job loss and increasing privatization of the recycle/waste-stream have not been supported by facts and/or fiscal analysis.

A comparison to contiguous counties shows SWA rates are highly competitive and lower than Humboldt and Curry Counties [see chart below]. Some other California counties may have lower rates, however, these counties' demographics, cultures, population sizes, economies, climate, topography, and most importantly, distance to haul may not be comparable to Del Norte. It is also not clear if these "comparison counties" are liable for a Class 1A toxic landfill as is Del Norte County.

Comparison of Rates Charged for Solid Waste Services in the Del Norte Region

Location	Humboldt County FY 13/14					Del Norte FY 14/15	Curry County FY 13/14	
	Redway	Fortuna	Eureka	McKinleyville	Orick	CC, Gasquet Klamath	Light	Heavy
Cost per ton Waste	\$181.00	\$175.00	\$154.28	\$240.00	\$327.27	\$142.24	\$226.36	\$166.00
% more than DNSWA	27%	23%	8%	69%	130%		59%	17%

The SWA has lower rates for solid waste services than Humboldt County, California or Curry County, Oregon. Further, the Grand Jury determined that researching other counties' methodologies and systems can be valuable but no legitimate comparisons can be made as to rate structuring and efficiency of operation.

Cost Overruns

At the SWA Meeting of August 13, 2014, the County Auditor/Controller addressed the board stating they were in the red and exceeding their budget in four major expenditure areas: Professional Services, Legal Services, Treasurer Services and the severance package for the former director. These actual comparisons are displayed in the chart below.

Actual Comparison of Costs Between Fiscal Year 12/13 and 13/14

Item	FY 12/13	FY 13/14	Difference
Legal Counsel	\$12,777	\$21,564	\$8,787
Treasurer	\$4,500	\$18,255	\$13,755
Severance Pay		\$35,000	\$35,000
Scanlon Report		\$5,000	\$5,000
Consultants Report		\$33,460	\$33,460
T. Supahan (Strategic Planning)		\$500	\$500
TOTAL	\$17,277.00	\$113,779.00	\$96,502.00

The Grand Jury concluded the 2013/2014 Authority Board increased their expenses by \$96,502 resulting in a negative \$18,000 in its net position.

Staffing

The number of staff employed by the SWA has been an issue of debate for the Authority Board. SWA is a CalRecycle approved Regional Agency. As such, it is responsible for reporting data on waste diversion and disposal streams to state regulatory agencies. As a regional agency, SWA is required under Public Resource Code Section 40970 to submit reports as the entity representing both Del Norte County and Crescent City.

The Authority is a Group Two Facility Owners/Managers. This means that the facility is managed through contracts with private sectors or county or city departments, but does not provide hands-on operations. Recology Del Norte picks up trash and recyclables, hauling to Julindra Recycling and the Transfer Station. Hambro/WSG manages the Transfer Station and hauling waste to Dry Creek Landfill. The Authority manages the gate's tipping fees and oversees its contracts with Recology and Hambro/WSG.

SWA owns the Transfer Station, is responsible for the closed Crescent City Landfill, and operates under a CalRecycle approved JPA. This makes SWA relatively unique among Solid Waste Authorities. In most other counties, the county owns the facilities.

SWA is unique, because it is a small county by population size and has a larger staff than other small county JPAs. This is due to the larger responsibilities taken on by the Authority and taken from the county's responsibilities. Authority staff monitor, manage, write and submit reports concerning the closed Crescent City landfill. Authority personnel are paid by ratepayers and self-haulers; whereas county employees are paid by taxpayers. The Authority has access to the Del Norte County Code Enforcement Officer by contractual agreement on a will call basis. The SWA is self-sufficient and unfunded by taxpayers.

In early August of 2013, the Authority Board severed its relationship with the Executive Director and assigned executive director duties to the program manager. This was to be a temporary addition to the program manager's workload. Neither the 2013 or 2014 Authority Board attempted to recruit a new executive director, or an interim director, or remove tasks from the adopted Work Plan to match the now reduced staffing. This resulted in missed deadlines and tasks not being completed. The AD/PM must prioritize his responsibilities and time to complete assigned tasks.

This situation has also resulted in lost revenue. A method to address the administrative overload was to utilize the contracted treasurer and legal counsel. Administrative staff would often perform preliminary drafts, review and interpret agreements, draft Change Orders and investigate personnel issues. Without staff to perform these duties increased legal counsel time was utilized. The Board increased its budgeted treasurer time to manage accounts and train the AD/PM. Having these tasks conducted by contractors increased costs. The hourly rates for contractors is greater than the average hourly expenses for a director or program manager.

The Grand Jury recognized the Administrative Staff [executive director, program manager] needs to have significant expertise in solid waste management due to the complexity of the solid waste stream and ongoing changes in California state legislation. Knowledgeable, competent SWA staff are capable of assisting and advising legislators regarding local issues and ramification of legislative decisions. Coordinating efforts with other rural counties to make our voices and concerns heard in Sacramento regarding pending legislation is critical.

The Grand Jury concludes significant management problems have been created by the 2013/2014 SWA Board's decision to reduce staff. This reduction in staff is affecting the functioning of the operations of the Authority.

The AD/PM has notified the Board of tasks not being completed on a monthly basis. He states that he has attempted to minimize potential lapses in services or compliance. However, as of August 8, 2014, CalRecycle had not received the 2013 Electronic Annual Report (EAR) for the SWA. The EAR is the foundation document for evaluation of compliance with the diversion requirement of law AB 939. If the EAR is not received, CalRecycle staff are forced to begin review of SWA programs based upon historical information and default data. The fines for being

found out of compliance could be accrued at a rate of \$10,000 per day. Furthermore, compliance to the California Water Quality Board (CWQB) testing requirements for the closed landfill has fallen behind risking exorbitant fines for which the county is not insured.

The Authority Board is out of compliance with its own Mission Statement that it adopted in 2014. "The Authority's Mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law." Required reports are not being submitted on time, due to staff shortages.

The 2013/14 Board took no action to reduce the list of responsibilities and the workload to match the staffing level. Taken together, these actions resulted in deferred activities, missed deadlines and a general accumulation of unaccomplished administrative tasks and responsibilities. The separate positions of executive director and program manager at SWA are justified based on the number and diversity of responsibilities the Authority performs.

The former Director of Community Development commented:

"Many hours were spent creating the Waste Authority. The county and city argued about who was responsible and ultimately concluded every person in the county generates waste, so all people are responsible. The SWA provides a source of revenue stream for financing the transfer station, for closing and managing the landfill and for the state mandated monitoring of the water quality at the former dump site. We are legally required to monitor the landfill indefinitely and water quality standards are always changing and becoming more strict. While the formation of the JPA and SWA may have started out as an economic decision, it has also become an entity responding to state mandated goals set by the California State Solid Waste Board. To this day, I do not see a better solution."

The former Executive Director states:

"You need a public agency to oversee privatized companies. The transfer station being owned by the public allows a competitive process....Currently the transfer station is a public agency with open accountability. If you privatize all, ...you no longer have access to reports or the ability for transparency. Once you give up the structure and the staff you have no leverage. When privatization occurs, you have lost the ability to negotiate....The rates were negotiated whereas they could only increase a certain percentage each year. This ensures price stability. The contract stated that Recology must have a contract with a recycler. The JPA created this. If you privatize, the garbage company sets the rates, the garbage company makes the money.... You must always have an analysis prior to moving forward. What are the cost ramifications? What are the ramifications of work not being completed?"

On May 15, 2014, the R3 Independent Consulting group found the SWA to be:

“...the most effective structure for managing solid waste in Del Norte County. Through the JPA structure, the County and City are able to share the benefits of critical infrastructure, share the liability for the closed Crescent City landfill and realize economies of scale on a number of levels. It is unlikely that any reasonable alternative structure to the JPA would result in significantly lower cost to the ratepayers if any, for a similar level of management oversight.”

The Grand Jury concludes that the current structure of the JPA and SWA is the most successful, cost efficient, and beneficial way to effectively manage solid waste in Del Norte County. It also continues to be the most appropriate answer to the toxic problems created by the landfill, the appropriate response to CalRecycle, the CWQB and state mandated regulations and laws.

A Vision for the SWA

The AD/PM requested comments from the board in preparation for the April 9, 2014 meeting. The topic was the completed independent consultant group's report. Commissioner number #4 's response to a request for comments regarding the R3 report:

“My opinion is that all JPAs are unique in that every community that they serve is unique, so the current structure of SWA really can't be compared to other JPAs in either staffing or services provided. The staffing of SWA might be perfect for what we have here in Del Norte County and for what services are provided....future structure of SWA will be determined, hopefully with a fair and balanced rate structure for both while keeping essential State and Federally mandated waste-stream reduction programs running efficiently and effectively....My opinion is that the SWA needs a strong director that can make decisions about the staffing requirements he/she needs to fulfill the purpose and goals set forth by the people and the Board of Commissioners on what SWA role is in Del Norte County.

The director needs to produce a five-year strategic plan that gives a road map of where SWA will be going to in the future. It will be reviewable on a yearly basis with help from the ever-changing Board of Commissioners, but be followed to ensure continuity in fulfilling the purpose of SWA's mission in serving Del Norte County.”

Legal Opinion Concerning Associate Members

Concurrent with the investigation of the 2009 - 2011 Ad Hoc Committee report, County Counsel was tasked with an analysis of legal ramifications of unilateral withdrawal by the county from the JPA. County Counsel identified some important issues. The future existence of the SWA (in County Counsel's legal opinion) would be at risk of termination should either of the two charter members (County and City) withdraw from the Joint Power Agreement. Legal Counsel proposed termination could possibly be averted if there are Associate Members to SWA.

Associate members are public agencies and are non-voting members that can be admitted by a minimum 3-2 vote of the Authority Board of Commissioners. A side agreement between the governing board of the non-voting Associate member and the Authority would be necessary. [Public Agency as defined by Gov. Code 6500; a Community Service District qualifies, and Elk Valley Rancheria has special legislation to join JPA]. The Grand Jury concluded that according to legal counsel, the JPA and/or the SWA are at risk of dissolution at any time by a simple majority vote of either of its charter members.

Code of Ethics and Conduct (COE)

The purpose of the COE is desiring of the "...highest level of ethical conduct for the...Commissioners, members, appointed commissions and committees and alternates of each body." All Commissioners read and signed the "SWA Code of Ethics and Conduct for Board Commissioners and Members Appointed to Commissions and Committees." Public officials are to comply with both the letter and spirit of the laws and policies. They are to be independent, impartial and fair in their judgment and actions. Their position of authority is to be used for public good not personal gain; and public deliberations and processes are to be conducted openly, unless legally confidential, in an atmosphere of respect and civility. To fulfill this mission an eighteen point COE was created. The document concludes with a statement of commitment to adhere to the COE so residents and businesses are entitled to accountable and fair representation and government. All Commissioners had read and signed the COE [Addendum D].

- COE #3: Respect for Process - Commissioner #5 violated the COE while serving as chairperson of the Solid Waste Task Force. The Chair conducted meetings without quorums, made motions and took votes, wrote agendas that did not include a review and approval of prior minutes. The Chair could not produce records and documentation for statements and votes, yet presented them as valid to the SWA board. Only when questioned by a Commissioner on July 24, 2012, at an Authority Board meeting, was it learned that the entire Solid Waste Task Force had never discussed or made a recommendation on the issue to which the Task Force chair was presenting and recommending changes. The chair repeated this at the Solid Waste Task Force meeting of September 13, 2012 reporting "...at the August 2012 meeting of the Local Task Force, ...there was a vote to recommend that the Authority repeal Ordinance 2001-02." The SWA Director stated that "he had e-mailed the draft minutes he had recorded from the August meeting, up until the time he had to leave, and had not received any additions to those minutes, so that vote had not yet been included in any minutes." At the same meeting, the Chair reported having in possession a written note from the city manager and city code enforcement officer supporting eliminating the Authority's Nuisance Ordinance. The Chair would not provide a copy of that statement to the Director. The Chair brought forth her own motion recommending that the Authority repeal Ordinance 2008-01. That recommendation had not come from the subcommittee. When asked for a copy of the evaluation matrix the Ordinance subcommittee had been using, the Chair declined to provide it professing it was incomplete.

- COE #1: Act in the Public Interest - Commissioner #5 has openly stated she became involved in solid waste issues to protect her business and represent the business community. “The reason I’m involved is that the cost to businesses have gone up astronomically.” [TriPLICATE April 4, 2014]
- COE #4: Decisions Based on Merit - Commissioners #1, 2, and 5 continued throughout 2013/14 to push for increased privatization of the SWA in absence of any costs/benefits analyses. They solicited legal counsel in spite of the fact they had previously been advised by legal counsel not to proceed based on a legal decision rendered in Costa Mesa.
- COE #1: Act in the Public Interest - The professional and personal conduct of public officials must be above reproach and avoid even the appearance of impropriety - Commissioner #1 in a Coastal Voices article in the Del Norte TriPLICATE, March 7, 2015 stated he was repeatedly the lunch guest of the general manager of a company the SWA contracts for services. Commissioner #1 writes,

“[General Manager]’s famous words: ‘C’mon, I’m taking you to lunch and we’ll talk about it.’ [General Manager] and I talked long and hard about the Solid Waste Authority. It was [General Manager]’s position that significant money could be saved if the private sector assumed more responsibility at the transfer station. I believed it then and I believe it now that the general manager of Recology Del Norte identified the financial dynamics spot-on. He shared his opinion on this matter and I questioned him long and hard...That discussion continues without my friend taking me to lunch and sharing life’s experiences.”

Public Officials accepting lunches carries with it the appearance of impropriety and a violation of the Fair Political Practices Act.

- COE #5: Communication - June 11, 2014 SWA Meeting - Commissioner #2 openly chastised the AD/PM - “I have talked to the Auditor...and actually talked to Sheriff Dean Wilson, the amount was \$29,000 that was stolen or embezzled, same thing and I would appreciate it for future representation on this board that you are accurate on your numbers because this is not the first time at our board presentation that you presented it as \$9,000. The correct amount is \$29,000 stolen money from the Authority. And I would appreciate going forward in the future that you don’t misrepresent this board because this is not the first time you’ve done this and you are an extension of this board. Make sure the facts are correct.”

- COE #5: Communication, #15 Harassment and Discrimination, #18: Statement of Commitment - March, 2015 an applicant for the public member seat to the 2015 Authority Board introduced himself to Commissioner #1 when the applicant recognized him in public. The applicant knew Commissioner #1 was on the SWA Board and wanted to seek the Commissioner's support in his quest to become the public member of the SWA Board. Commissioner #1 inquired as to the applicant's political party affiliation and denounced the applicant in response. Commissioner #1 told the applicant that the applicant was ...in the pockets of the wrong people and not thinking for himself. Commissioner #1 suggested that the applicant withdraw his name from consideration. The applicant told the Grand Jury that he found the conversation "demeaning" and concluded that "...what [Commissioner #1] should have done was state, '[Applicant], we can't talk about this.' and kept on walking."
- COE #1: Act in the Public Interest, #3 Respect for Process, #5 Communication - March, 2015, another applicant for the public position on the SWA board received a phone call from Commissioner #1. As per this applicant, Commissioner #1 was seeking a private interview with him for the position of the Public Member on the SWA Board. This applicant was upset. During this "private interview" Commissioner #1 questioned the credentials of this individual. "This to me is a real problem; no transparency. Real conflict of interest. You always avoid the impropriety of not having full transparency." The applicant stated to the Grand Jury that Commissioner #1 told him "...it's very unlikely you're going to get this job; but we'll find another place for you in government." The applicant stated, "I was put back by fact that he (Commissioner #1) felt he was judge, arbitrator who was to make the decision, not the board. He has tainted me in this position."
- COE #2: Comply With the Law, #3 Respect for Process, #5 Communication, #16 Implementation of Code of Ethics. Commissioners #1 and #5 have stated that they have individually met with the general manager of an SWA contracted company regarding the sale and purchase of the transfer station. In interviews, all other Commissioners stated they were unaware of this. Commissioner #3 stated that he had been asked by the general manager to meet, but declined because he didn't think it was appropriate.

The Grand Jury concluded that meeting with a contracted vendor outside of the Board's purview and discussing a possible sale of the Authority Board's property shows a lack of transparency, a lack of respect for the process and rules of order, and a conflict of interest in representing themselves to the board and public.

- COE #2: Comply with the Law, #3 Respect for Process, #6 Conflict of Interest and #11 Representation of Private Interests, #16 Implementation of the Code of Ethics, #18 Statement of Commitment - Commissioner #5 has presented herself as having a determination to repeal ordinances relating to blight. Commissioner #5 tried in her role on the Solid Waste Task Force to repeal these ordinances. Commissioner #5 sought the

public member seat because of the high rates for businesses. She has argued to the Authority Board and the public that rates are an unfair burden on her business and the business next door to hers, even though she is a self hauler and not subject to these rates.

In September 2014, Commissioner #5 “presented” four letters to be attached to the September 10 agenda (Addendum C). The letters were purported to be from four different local business owners upset with the rates. One was acknowledged to be from herself. The other three were from a franchise restaurant located next to her business, a hotel and an apartment complex. All four business letters were devoid of letterhead, dates or headings, and all had similar fonts and wide margins. Two letters were signed by “managers,” two were not. The Grand Jury spoke with the owner of the franchise restaurant who denied having any knowledge of a letter, nor did he write it. The letter from Commissioner #5 and the letter purported to be from the restaurant owner were of identical italic font, extra wide left margin, and identical style. Neither were signed. Researching further, the Grand Jury discovered the restaurant, the hotel, and the apartment are all investments of Commissioner #5’s family.

Commissioner #5 failed to conduct personal and public affairs with honesty, integrity, fairness and respect for others.

- COE #1 Act in the Public Interest, #3 Respect for Process and #5 - Communication - The membership fee for 2013/2014 year of \$6000 to Environmental Services JPA of the Regional Council of Rural Counties has not been paid. The Authority Board has not authorized payment. Although the SWA pays the membership fee, the county is the member. Both county and the SWA benefit from membership. The Board of Supervisors was made aware of the Authority’s lack of payment through a member of the public during the public comment period of a supervisors meeting on October 14, 2014. The chairman of the BOS stated he would give the Authority “the benefit of the doubt” as to whether there was an oversight or an action to strike. [The May 8, 2014 minutes of the SWA Board meeting show the membership fee had been struck from the budget.] Even though Commissioners #2 and #5 were present at the October 14, 2014 Del Norte County Board of Supervisors meeting, the request to re-agendize this issue was not submitted to the AD/PM as of April, 2015. The 2013/14 membership fee to the Environmental Services JPA of the Regional Council of Rural Counties was not paid. This action places the SWA in non-compliance regarding its responsibility to the county. As stated by the BOS Chairman on October 14, 2014, “in order for the SWA to be relieved of its fiduciary responsibility, we would have to pass a resolution at this board [BOS].”
- COE#14 Positive Workplace Environment, #13 Policy Roles of Members - The SWA Board has produced added stress and decreased job security to the staff at SWA with the repeated ad hoc committee formations, RFPs, and legal counsel inquiries; all with the theme of altering the structure of the SWA, dissolving the JPA, further privatization of the required operations, and selling the transfer station.

Commissioner #5 notes, "Honestly, staff and the board are at odds with each other." The former Director thought the 2013 board, from its conception, had the mindset to let him go all along. Evidence to support this is Commissioner #5's comment (June 25, 2013 SWA meeting) about the SWA being administratively "top heavy" and wanting his position "cut."

Videos of an SWA meeting (January 28, 2014) show an angry gatekeeper pleading with and denouncing the board for creating the perception of lack of job security. A union representative speaks at numerous meetings regarding board decisions of potential contract violations. Disagreements were exchanged between the union representative and Commissioner #1 about involving legal counsel (August 13, 2014 SWA Meeting). A question of concern is the legitimacy of the duration of time the Program Manager has been tasked with the Executive Director's job in addition to his own. It is presently approaching two years. Commissioner #6 (2013 Chair) thought the acting director position would be temporary for the program manager and the board would be interviewing prospective directors by the end of August 2013.

The AD/PM was given a mixed performance review in 2014. The previous 19 years of reviews had been overwhelmingly positive. The appraisal was based on evaluations by four out of five Commissioners with the overall rating of "Marginal." Numerically the Commissioners' ratings averaged 2.92, but rather than round up to the next whole number (Satisfactory), which is standard practice, the Commissioners chose to round "down" (Marginal). Commissioner #5 when interviewed, at one point states "he's (AD/PM) a workhorse, an absolute workhorse." Shortly thereafter Commissioner #5 then states "I don't know what he does with his time, some of his tasks he lists shouldn't take as long as they do." Commissioner #6 states "I personally feel AD/PM is a valuable person." Another Commissioner stated the "AD/PM is being railroaded out."

Commissioner #1, #2 and #5 spoke unfavorably about the AD/PM. Commissioner #5 stated she spent much time in the office. Her role is "Oversight. I help to manage the business, help to make sure things get done on time, watch money and time and oversee the staff and remind staff of deadlines and things they should be doing." Commissioner #5 also stated she felt this is her second business and that "I monitor, oversee and manage." Pertaining to gate staff, Commissioner #5 says "it appears that gate staff can be promoted to help with bookkeeping. It is wrong [sic] to promote employees that are not qualified and have no aptitude for the job."

The Grand Jury concluded Commissioners #1 and #5 created a hostile workplace environment putting the AD/PM in the position to "protect his staff."

The Grand Jury concluded Commissioners #1, #2 and #5 exhibited personal biases against the AD/PM and other staff.

The Grand Jury concluded that staff did not receive the needed support from the 2013/2014 SWA Board Commissioners.

- COE #17 Compliance and Enforcement - “Complaints alleging a violation of this Code of Conduct by a Public Official should be directed to the Authority's Director.” The Grand Jury recognizes the Authority Director would be in an awkward position as an “At Will” employee overseeing the Authority Board, who has the authority to terminate director's employment.
- COE #1 Act in the Public Interest - At the November 13, 2013 Authority Board meeting, the AD/PM informed the board of an opportunity to participate in a CalRecycle 2014 Statewide Waste Characterization Study. The study was organized by CalRecycle and was cost free to participating agencies. CalRecycle would conduct a systematic survey of the waste-stream by analyzing the contents of the garbage trucks. The AD/PM noted that the last time such a study was completed was in 1997 and recommended participation to “...provide valuable waste-stream information for future program planning.” Commissioner #3 made a motion to participate which died due to lack of a second. Commissioners #1, 2, 5, and 6 sat silently.

Conclusions

The Grand Jury researched and read agendas, attachments and minutes of Authority Board meetings. We watched videos of all Authority Board meetings from March, 2012 through April, 2015. We conducted a search of all Triplicate publications pertaining to solid waste from 2009 through April, 2015. We read ad hoc committee and R3 Consulting Group reports. The Grand Jury finds no fiscal analyses or independent impact reports have been presented to support many of the assertions made by certain 2013/2014 SWA board members. Therefore, this Grand Jury asserts that the opinions expressed by some Commissioners of the 2013/2014 SWA Board were not based on factual data. No documentation supporting their opinions was presented to Del Norte County residents concerning the following issues:

- dissolving the JPA
- privatization/selling of the transfer station
- combining the Director and Manager Position and/or contracting this position
- contracting out employees
- lowering solid waste disposal rates
- job shifting

The Grand Jury asserts that the 2013/2014 Authority Board was deficient in its obligations and fiduciary responsibilities to the citizens of Del Norte County. The level of bias demonstrated in many board decisions, the high degree of discord between the SWA board and its staff, and their pattern of disregard for the wishes and well being of the public are unacceptable for our community.

FINDINGS

- F1.** The JPA and the SWA continues to be the most appropriate answer to the issues created by the landfill and the appropriate response to CalRecycle and state mandated regulations and laws.
- F2.** Some decisions made by the Authority Board significantly affected the functioning of the operations of the SWA, reducing its effectiveness.
- F3.** Multiple violations by Commissioners #1, 2 and 5 of the Code of Ethics occurred.
- F4.** Commissioners #1 and #5 did not consistently conduct public affairs with honesty, integrity, fairness and respect for others.
- F5.** Commissioner #1 committed numerous and varied violations of the Code of Ethics and Conduct.
- F6.** Commissioner #1's conduct is potentially harmful and divisive to the functioning and vested interests of the SWA and the community.
- F7.** Commissioner #5 committed multiple violations of the Code of Ethics and Conduct.
- F8.** No fiscal analyses or cost/benefit impact reports were produced to support some of the decisions the Authority Board rendered.
- F9.** No fiscal analyses or independent impact reports were produced to support further privatization of the SWA or selling of the transfer station.
- F10.** SWA has lower disposal rates than Curry County or Humboldt County.
- F11.** The SWA has been understaffed since August 2013.
- F12.** The Authority Board failed to modify the workload to accommodate staffing levels.
- F13.** The SWA is presently out of compliance with its Mission Statement and some state agency regulations due to failure to produce mandated reports in a timely manner.
- F14.** The costs for managing the SWA increased under the 2013/14 Authority Board.
- F15.** Applications for grant monies ceased under the 2013/14 Authority Board.
- F16.** The JPA and the SWA are at functional risk should a charter member choose to withdraw from the JPA.
- F17.** The actions of Commissioners #1, 2 and 5 contributed to a hostile work environment.

F18. Commissioners #1 and #5 demonstrated a lack of transparency in decision processes and outside activities.

F19. Certain Commissioners made misleading statements as to the need and reason for the \$33,000 spent on R3 study.

F20. The tone and content of Commissioner #1 and #5's communications with R3 were inappropriate and an attempt to influence the outcome of the consultant group's report.

F21. Commissioners were varied in their understanding and knowledge of the JPA and state rules and regulations and operating standards.

F22. COE #17 places the Executive Director in the precarious employment position of disciplining his employers.

F23. The Grand Jury finds the continued assertions by Commissioner #1 regarding lowering rates without job loss and increasing privatization of the recycle/waste-stream to be unsupported by facts and fiscal analysis.

F24. SWA Commissioners can serve on the solid waste task force and board concurrently.

RECOMMENDATIONS

R1. The Solid Waste Authority should return to full staffing with separate positions for the Executive Director and Program Manager.

R2. All Commissioners should be educated about the history of the JPA and SWA and state rules and regulations. All Commissioners should read the 2014/2015 Grand Jury History of Solid Waste Authority.

R3. The Solid Waste Authority should resume its applications for grant monies.

R4. Commissioner #1 be removed from the Solid Waste Authority Board for misconduct and multiple violations of the Code of Ethics which affected the performance of his official duties.

R5. The Grand Jury recommends Commissioner #1 be referred to the Board of Supervisors for consideration of disciplinary action.

R6. The SWA Board recommend the removal of Commissioner #5 from the Solid Waste Task Force for multiple violations of the Code of Ethics.

R7. The Solid Waste Authority should investigate adding Associate Members to the JPA.

R8. The Solid Waste Authority should revisit its plans for a resource and recovery park as a backup and complement to the present recycler in Del Norte County.

R9. The Board of Supervisors and City Council should appoint Commissioners who want the JPA and Solid Waste Authority to be successful.

R10. The Solid Waste Authority Board study the Code of Conduct #17 and consider reorganizing the corrective process since it puts the Executive Director in a difficult position of correcting his employers.

R11. The Solid Waste Authority should follow and act in accordance with its own Code of Ethics.

R12. The Solid Waste Authority should conduct all its business in a transparent and public manner.

R13. The Solid Waste Authority should prioritize an immediate return to compliance in all regulatory matters.

R14. Solid Waste Authority Commissioners should not simultaneously be members of the Solid Waste Task Force as it has potential to be a conflict of interest.

Commendations

The Grand Jury commends the employees of the SWA in the following areas:

- Providing exceptional customer service and professionalism to the public utilizing the facility.
- Care of the transfer station facility, keeping it as clean as possible and in excellent condition.
- Development, implementation and operation of multiple recycling programs that have made Del Norte County a recycling leader nationwide.
- Development and implementation of accounting policies and procedures that have resulted in a two year cycle of total accountability of funds.

ADDENDUM A

Letter to Judge Follett

From: Roger Gitlin <rgitlin@co.del-norte.ca.us>
To: william.follett <william.follett@delnorte.courts.ca.gov>
Cc: Tod Roy < >
Sent: Fri, Dec 5, 2014 9:02 am
Subject: The Grand Jury

Good Morning, Hon. Judge William Follett:

I have waited a few days to collect my thoughts and have decided to contact you directly to express my extreme disappointment and utter dismay re: my recent visit to the Del Norte County Grand Jury. I was asked, not subpoenaed, to appear before the Grand Jury Tuesday December 2 to answer questions with regard to the operations of the Del Norte County Solid Waste Management Authority where I currently serve as the Authority's Chairman. I was not asked to take an oath which I presume the Jury would want to know, under oath, I was telling the truth. I was told by Jury Foreman Tod Roy no prior preparation was required. Also, I signed a confidentially agreement. I was prompt in showing up for scheduled 2pm appointment.

When initially told by Dr. Roy I would be there for as long as three hours, I was a bit taken back as no such time frame was presented to me prior to the meeting. It became apparent to me within a short time questions asked of me were absent of question marks, and the Jury was promulgating an agenda defending the status quo and challenging my mission to improve the product and save consumers money. Much to my dismay, it became apparent the Jury was not a mission of truth but was on a mission of ideology. Grand Juror Paula was grossly inappropriate when I questioned one of her questions, and she retorted in a bully mentality, " we ask the questions, here." I almost walked out at this juncture when confronted with her inappropriate behavior, but reconsidered. If the only criterion to sit on the Grand Jury is to be a citizen of Del Norte County, perhaps your office should re-examine its entire criteria protocol to sit on the Grand Jury. This Grand

Juror in my opinion is ill-suited to sit on this prestigious Jury and brings dis-repute to the Jury. Similarly, Dr. Roy, as the foreman, is ill-suited to sit on the Jury. His questions were fraught with editorial statement, reflecting an ideology which was neither objective or neutral. Unless, I am subpoenaed, accompanied by legal counsel, I will NEVER voluntarily appear before the Grand Jury as long as Dr. Tod Roy sits as its foreman.

Of the five grand jurors "interrogating" me, one woman never spoke. Jurors Waldvogel and Webb displayed at least the appearance of listening to my answers. The others gave me the impression, they could care less about my responses.

With regard to the theft of \$29,000 of public funds, the Jury does not believe any theft occurred and marginalized the loss as only \$9,000. When I asked where they heard this information, I was met with the inappropriate, "we ask the questions" comment from one Grand Juror. At least two grand jurors made statement of fact comments that Auditor-Controller Clinton Shaad and DNSWMA treasurer Richard Taylor ultimately discovered \$20,000 of the missing monies, mitigating the losses as only \$9,000. I know the statements attributed to those individuals to be incorrect yet they were nonetheless stated as factual by Dr. Roy and Grand Juror Paula.

Judge Follett, you stated our government is of...for..and by the people. Sadly, I did not see the intent of your words taken with any degree of humility or understanding by foreman Dr. Roy and the other four Jurors present.

Regretfully, I am

Roger Gitlin
Supervisor District 1
County of Del Norte
981 H Street
Crescent City, CA 95531
(707) 464-0801 Office
(707) 951-6361 Cell
CC: private counsel

ADDENDUM B

Del Norte Sheriff's Department File Review

I have reviewed the file submitted by the Del Norte Sheriff's Department concerning money missing from the Solid Waste Management. This review determined that a complaint was filed with the Sheriff's Department and a deputy was assigned to investigate the circumstances surrounding the loss. The report submitted by this deputy identified several persons who may have possessed knowledge of the circumstances of the missing money. The report does not document any interviews, questions that should or may have been asked nor any responses to those questions. The report lists two people as suspects who may have committed a crime of theft. The report concludes that a successful prosecution was not likely and recommends that no judicial action be sought.

There was one supplemental report in the file identifying a reserve deputy who was tasked with making contact with several persons who had submitted checks for payment to the Solid Waste Management for services received that were not honored by the banks upon which they were drawn. The reserve deputy documents his attempts to make contact with these persons. This supplemental report does not document any useful information that would assist in the investigation of the missing money.

Within the Sheriff's Department file there was a copy of the "Scanlon Report." The file I was given was missing page number five (5) of this report. This report cites irregular accounting practices in place that were used for receiving payment for service from the Solid Waste collection. The report acknowledges that the persons in management positions who should have known of the accounting irregularities and have made the necessary corrections were no longer employees of the Solid Waste Management. Also, the report acknowledges that the accounting practice irregularities had been corrected. The report states that since the accounting practice corrections, all money received was in balance.

The Sheriff's Department file also contained documents that appear to be an attempt by Del Norte County accounting officers to determine how much money was missing from the Solid Waste Management and to determine how much of this money was due to persons submitting checks for payment that were not honored by the banks upon which they were drawn. The amount of missing money determined by the accounting officers was a little over \$27,000 dollars. The amount of money missing as a result of dishonored checks was a little more than \$23,000 dollars. No explanation for the remaining approximately \$4,000 dollars was offered.

In the absence of any documentation of any interviews, notes, questions that might have been asked, responses to those questions or other evidentiary items, it is unknown how the deputy assigned to investigate the circumstances of the missing money was able to identify two specific persons as having committed a theft of the money. It is possible that the accounting

irregularities documented in the "Scanlon Report" may have been responsible for the lack of explanation of the final missing \$4,000 dollars. It is also possible that the missing \$4,000 dollars could be the result of theft. I do agree with the investigating deputy that a successful prosecution for theft is not likely.

Written by: Retired L.A. County Deputy Sheriff/Grand Jury Member

ADDENDUM C - Letters Submitted by Mary Wilson

As the owner of The Apple Peddler restaurant, my garbage and recycling rates went from \$900 to \$1900 a month when the new contract went in place in 2011. It took me about three months before I could make arrangements to cut back on my services to try and reduce my rates.

My neighbor, Mary Wilson, and myself were very upset about the penalties put on our small businesses. My neighbor, the Bayview Inn, and Mary, are now both hauling their own garbage. It is a shame that these companies have to go to the bother of self-hauling. It is a shame that Recology lost customers due to the exorbitant rates imposed on our city's businesses. It doesn't make good financial sense.

*Carl Wheeler
White City, OR*

During our last Solid Waste Authority meeting on August 13, 2014, the school board chairman, Don MacArthur, made a statement that the school district is "saving" \$8000.00 a month on trash disposal.

At the conclusion of his statement, I asked him if this was a savings on the rates since the new contract went in place. This he confirmed.

What should have been made clear is that the school board disposal rates had been increased \$87,000 annually for their standard services. And what had to be done to maintain the same monthly rate was to cut their services dramatically. So, yes, the school district "saved" \$8,000 a month by not paying the new rates by reducing their services.

Attached is a spreadsheet from Rodney Jahn, the financial authority for the school district, which outlines the 60% increase that the district was facing for disposal, had they maintained their same services.

Mary Wilson

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Clarke Moore
Crescent City

Attention - The Solid Waste Authority

I am the manager of Maple Cove Apartments in Crescent City.

This letter is being sent so that I can speak up about the Solid Waste Authority and what I feel is an unfair burden on all the businesses in our community.

Why is it that when governing agencies run out of money, they always want to raise OUR rates? Before this new transfer station, it was only \$60 a ton for garbage. Now it's over \$150 a ton! And to boot, the rates for businesses far surpass the rates for residents.

Why can't this agency tighten its belt? Why don't you give us businesses a break? Who says these guys are doing a good job? The guys who aren't paying...the ones who are making us businesses pay instead of them, that's who.

Tom Rube

8-20-14

August 19, 2014

To: The Solid Waste Authority

As the manager of The Lighthouse Inn of Crescent City, I would like to respond to the many comments I have seen in The Triplicate regarding the Solid Waste Authority and the idea that they are running things "just fine".

The rate increase imposed upon my business for trash disposal and recycling back in 2012 was excessive. Due to this extraordinary increase, I discontinued services and elected to self-haul my trash. Furthermore, it is my understanding that the rate increase was needed strictly in order to cover the overhead costs and expenses of the Solid Waste Authority.

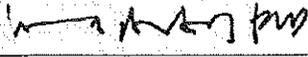
I have no problem with Recology or Hambros. They both do fine jobs in their operations. In fact, they could probably run the whole thing, like other communities do. And our rates would be lower without all this government overhead! If the Solid Waste Authority were dissolved, services from Recology and Hambros would not be affected. They would still perform the same services as always. The question I have is, what exactly do we need the Solid Waste Authority staff for?

Sincerely,

Christine Davy

2014-2015 Del Norte County Grand Jury Signature Page

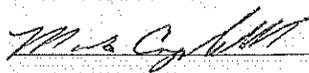
Tod A. Roy, Ph.D. - Foreperson



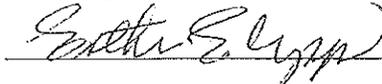
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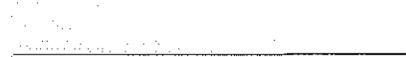
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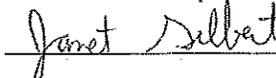
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Victoria Dickey



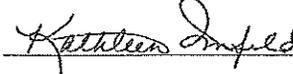
Janet Gilbert



Wilmer Hechanova, D.D.S.



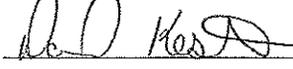
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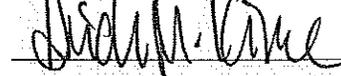
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David Kestler



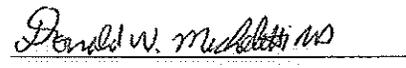
Heidi Kime



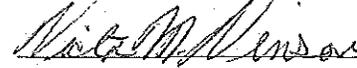
Ronald Lynch



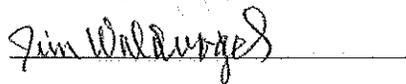
Donald Micheletti, M.D.



Victor Vinson



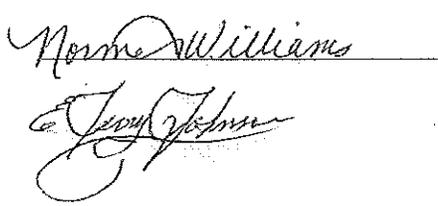
Jim Waldvogel



David Webb



Norma Williams



M'Laura Yates



DRAFT Coastal Voices submission to the Del Norte Triplicate

By the Board of Commissioners of the Del Norte Solid Waste Management Authority

Most people looking for a bargain are happy when they find the best service for the lowest price. Curiously, this does not seem to hold true for critics of the Del Norte Solid Waste Management Authority.

The Authority is responsible for operations of the transfer stations in Crescent City, Klamath and Gasquet, as well as negotiation and oversight of the collections agreement with Recology Del Norte and the transfer station operations agreement with Hambro/WSG. The Authority is a public agency which is not funded by taxes in any way, yet the disposal rates charged at its facilities are the lowest in Humboldt, Curry or Del Norte counties, and have been so for many years.

In a letter to the Triplicate (6/18/15) Bob Berkowitz continues his vague questions regarding theft of a safe and forensic financial reports – both of which happened over two years ago. Therefore the Authority Board wants to assure the public that we and our staff take our financial oversight responsibilities very seriously.

As one of the few people who have come into our office to read the forensic audit by Don Scanlon, Mr. Berkowitz should know that in his report Mr. Scanlon said "... although it has not been possible to ascertain the precise cause of the cash shortages, it appears as though the situation is now under control." That statement was made two years ago - back in July 2013.

Last month, the Authority Board hired Tedd Ward to be the Authority Director. After assuming the position of Acting Director in August 2013, he worked with Authority Treasurer Controller Rich Taylor and the County Auditor to implement a series of additional cash and accounting controls to help prevent similar incidents in the future, and he improved our security systems.

Under these fiscal controls, the County Auditor periodically conducts surprise cash counts to confirm the effectiveness of the Authority's accounting and cash control procedures. To date, all seven of these surprise cash counts have balanced with the Authority accounting records *to the penny*. We are satisfied that Authority cash procedures have been clean for the last two years.

Perhaps Mr. Berkowitz does not understand that when a burglar robs a business, the sheriff's office is in charge of investigating such crimes, and the district attorney's office is responsible for prosecution. While the Authority Board and staff are naturally concerned about these issues, we rely upon law enforcement for investigation and prosecution. Authority staff have fully cooperated with all investigations, though these were inconclusive and have been dormant for more than a year.

None of the private companies operating public disposal facilities in our region offer comparable services for a better price. If a private company was robbed in a similar fashion, we might not even hear about it, and we certainly wouldn't have political consultants still talking about it two years later. The Authority has put in place additional fiscal controls that are working, and our facilities are well run and have the lowest rates in the region. We even managed to reduce disposal rates slightly for this fiscal year. We are happy with this performance, and hope you are as well.

Adopted by a _____ vote of the Commissioners of the Del Norte Solid Waste Management Authority at their regular meeting of July 21, 2015.

5.4

Grand Jury ignores theft and follows double standard

When I read the Grand Jury Report, I said to myself we will finally get to the bottom of all of the Solid Waste Authority controversy. What a disappointment!

Remember the case of the Solid Waste Authority's stolen safe? Not only was it stolen from inside the office, but the suspect cut through the outside of a wall where the safe was located. The Grand Jury could have interviewed the several employees who had keys to the safe to find out what was so valuable. Could there have been a second set of record books? We will never know. Video surveillance showed an unidentified suspect with the safe outside of the building. In fact the Sheriff's Office said a hand cart was used to carry the safe away.

I wanted to know if the Grand Jury was going to recommend that the investigation be reopened. So how did the grand jury deal with the matter of the stolen safe? Not a word, nothing, nada. It's as if they didn't care.

Regarding the missing funds, remember the \$25,732.15 that the auditor and Scanlon Report concluded that was missing? Well the Grand Jury quoted the forensic auditor's report "...It is unknown how the deputy assigned to investigate the circumstances of the missing money was able to identify two specific persons (suspected) as having committed a theft of the money." This seems to be a no brainer. I would suggest that they could have started with questioning the two persons with the keys to the safe. Did the Grand Jury make any suggestion at all to reopen the investigation? Not a word, nothing, nada.

Finally, the Grand Jury admonished a duly elected official and called for his removal from the Solid Waste Management Board

while at the same time ignoring the conflict of interest by a member of the Grand Jury itself. It looks like they were following a double standard.

To me, this Grand Jury report on the Solid Waste Authority reeks of ... you guessed it ... solid waste.

*Bob Berkowitz,
Crescent City*

July 6, 2015

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

Dear Mr. Ward:

We are pleased to confirm our understanding of the services we are to provide **Del Norte Solid Waste Management Authority** for the year ended June 30, 2015. We will audit the financial statements of the proprietary fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of **Del Norte Solid Waste Management Authority** as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **Del Norte Solid Waste Management Authority's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to **Del Norte Solid Waste Management Authority's** RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress – Other Postemployment Benefits (OPEB)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of **Del Norte Solid Waste Management Authority** and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of **Del Norte Solid Waste Management Authority's** financial statements. Our report will be addressed to the governing board of **Del Norte Solid Waste Management Authority**. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that **Del Norte Solid Waste Management Authority** is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Del Norte Solid Waste Management Authority's** compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of **Del Norte Solid Waste Management Authority** in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve

Del Norte Solid Waste Management Authority
Page 4 of 6

compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to **Del Norte Solid Waste Management Authority**; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Patel & Associates, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Patel & Associates, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreed date and to issue our reports no later than December 15, 2015 provided the requested information in proper format is given to us in a timely manner. Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services is not expected to exceed \$10,500 including out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to **Del Norte Solid Waste Management Authority** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Ramesh C. Patel
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of Del Norte Solid Waste Management Authority.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

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

www.recycledelnorte.ca.gov

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

Director's Report

Date: 17 July 2015
To: Commissioners of the
Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. - Director
Attachment: Outreach materials re. 2015 HHW Collection Event
File: 231501 - Authority Work Plans

Summary: The Del Norte Solid Waste Management Authority continues to operate the Klamath, Gasquet and Del Norte County Transfer Stations and to provide required monitoring, accounting and reports to overseeing agencies and other public services. Starting in July, the Klamath Transfer Station is open Friday, in addition to Sunday and Wednesday, and the Gasquet Transfer Station is open on Thursday in addition to Saturday.

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

With the appointment of the Authority Director and approval of the Director's Employment agreement, evaluation of the Authority Director's performance will begin with the distribution of evaluation forms to Commissioners in August, to be returned in September and the evaluation completed by the first of November.

This past month, I have been working with the County Personnel Department in drafting possible revisions to the staffing chart and job descriptions for the Account Clerk, Administrative Assistant and Program Manager positions. I was not able to complete the meet and discuss / meet and confer process with Authority union representatives prior to this meeting, and so those proposed changes will be presented to the Authority Board at a subsequent meeting. This delay is significant in that I am planning on attending the California Resource Recovery Association conference August 4-6, which is a prime opportunity to recruit appropriately qualified people for the replacement for the Program Manager position. Regardless of the status of these negotiations, I plan on contacting potentially qualified and interested persons regarding this opening for follow-up once the job description and pay range have been appropriately reviewed and approved.

Facilities: Vandalism has damaged fencing and some well casings at the Crescent City

17 July 2015

\\SERVER1\Data\Tedd\DNS\WMA\Directors Reports\150717 Dir Report.docx
the City of Crescent City and County of Del Norte

& member, North Coast Recycling Market Development Zone

A Joint Powers Authority of
Printed on >30% post-consumer recycled paper

Printed on minimum
30% post-consumer



100% recycled paper

6.1

Landfill. While well casing repairs are planned for Monday July 20, fence repairs are still needed.

The County Building and Maintenance Department were extraordinarily helpful with the installation of steps in front of the gate attendants shacks in Klamath and Gasquet to improve safety, and Authority staff very much appreciate their support.

Finances and Audits: On the consent agenda is a letter approving the reduction of the multiplier used to determine the amount of liability associated with the Crescent City Landfill. This letter of approval essentially reduces the Authority's liability by an additional \$99,130.40. Considering all approved reductions in this multiplier, these actions have reduced the Authority's liabilities by over \$793,000 since 2011.

CalRecycle has re-established the block grant program to enable local government agencies such as the Authority to provide promotions and support for beverage container recycling. These are new funds that were not included in the approved FY 2015/2016 budget. The Authority uses these funds to advertise and to provide recycling collections at City and County offices through GH outreach. Authority staff submitted an application as included under agenda item 1.2. Authority staff also completed the grant application under the used oil payment program as discussed at the June Authority meeting. The annual report for the Authority's used oil program is due, but not yet completed.

Agenda item 5.5 addresses the hiring of an external auditing firm. As the Authority has generally used the same auditing firm as Del Norte County, when the County switched contractors to hire Patel & Associates, Authority staff requested a proposal from Patel & Associates as well. The proposed cost for these services is \$10,500, which exceeds the amount budgeted for these services by \$1,000. Authority staff did inquire with six other auditing firms in the region to see if another firm would provide these services for a lower cost, but none responded. Staff anticipate that the additional revenue from the beverage container grant will enable budget adjustments to cover this increased expense.

Vendor Contract Management and Oversight: A review of the Financial statements provided by Recology Del Norte is included under agenda item 3.1.

Compliance: Spencer Fined of CalRecycle's Office of Local Assistance conducted his annual field inspections of Authority programs on 15 July 2015. He said he would be sending a follow-up letter summarizing his observations and the issues we discussed.

Semi-annual report is late. The annual report to CalRecycle is due this month.

Agenda item 4.1 addresses the non-exposure certification (NEC) application for the Del Norte County Transfer Station, essentially asserting that the activities at the Del Norte County Transfer Station have very low potential for adverse impact on stormwater. If approved, a non-exposure status would reduce permitting, monitoring and reporting expenses associated with stormwater at the Del Norte County Transfer Station.

Timely compliance with sampling and reporting deadlines continues to be a challenge. We are now also required to enter this data into an on-line reporting system called GeoTracker. I have not yet completed the data entry into this system, though it is now five months overdue.

Programs / Policies: The Authority is sponsoring Family Day at this year's Del Norte County Fair. Staff have not yet had time to plan for this year's outreach, but it is likely to include a survey, and coupons for free oil drain containers that can be redeemed at the Del Norte County Transfer Station.

The next Household Hazardous Waste Collection event is scheduled for Saturday September 26. Businesses with hazardous wastes can also address and pay for their hazardous waste disposal needs by appointment on Friday September 25th.

Concerns: The number and intensity of tasks and reports that are being deferred by staff continue to accumulate. Some items on this agenda do not have a complete staff report as there was not staff capacity and / or time available to do so.

Major Activities on the 'To-Do' list:

I recognize that several of the items I have listed in this section have not been completed within the past few months. Still, such items remain on the 'To Do' list as time and staff capacity allows. Actions at each Authority may add items to this list.

1. Complete entry of landfill water quality data into the GeoTracker system.
2. Complete and submit the semi-annual report regarding the Crescent City Landfill
3. Update job description(s), staffing chart, and related actions in consultation with the Chair, the Del Norte County Personnel Department, and the Authority employees union to address the Authority's administrative and program staffing shortage.
4. Obtain repair estimates for perimeter fencing at the Crescent City Landfill, and authorize repairs if below the Director's approval limit.
5. Work with Shawn Slater and Creative Information Systems to set up computer equipment and updated scale management software for the coming fiscal year.
8. Personally conduct Inspections of certified oil recycling centers in Del Norte County, as required under CalRecycle's Oil Payment Program.
9. Clean out and filing the backlog of documents accumulated in the former Director's and Program Manager's offices.
10. Continue to work with Creative Information Systems and X-Charge regarding accounting for oil payments.
11. Coordinate with staff of Sutter Coast hospital to assure that accurate and correct information is being provided to patients regarding management of expired medicines and home-generated sharps.

Household Hazardous Waste Collection Event

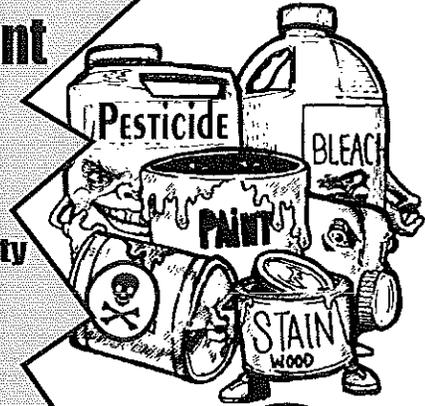
FREE for Del Norte Residents Only

September 26, 2015 9 AM - 2 PM

at the Del Norte County Transfer Station - 1700 State St, Crescent City

You can bring your contaminated motor oil to this event.

TRANSPORTATION LIMITATIONS: STATE TRANSPORTATION LAWS
LIMIT EACH VEHICLE TO A MAXIMUM OF 15 GALLONS OF LIQUID OR
125 POUNDS OF SOLID HAZARDOUS WASTE.



Not sure if something is hazardous? Call us at 465-1100 for more info.

www.recycledelnorte.ca.gov

Printed on recycled paper.

Commercial Hazardous Waste Disposal Service

Friday September 25, 2015 by appointment only

If your business or agency has hazardous materials to dispose, this is the only time this year that you may legally deliver those materials for disposal at the Del Norte County Transfer Station.

1. **Get an EPA ID number online:** www.dtsc.ca.gov/idmanifest/id_numbers.cfm
2. **Call 1-800-433-5060 before September 18th to schedule an appointment** and receive an estimate of your disposal costs.
3. Bring your hazardous materials and payment at your appointed time to the Del Norte County Transfer Station at 1700 State St. in Crescent City on Friday September 25, 2015.

www.recycledelnorte.ca.gov

465-1100



FREE EVERY DAY

Household Hazardous Waste Recycling Mon-Fri: 8 AM- 5 PM, Sat & Sun: 9 AM - 5 PM

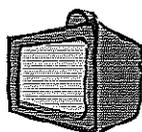
At the Del Norte County Transfer Station, 1700 State Street, off Elk Valley Road



Non-aerosol latex & oil-based paints, stains & varnishes



Household fluorescent tubes & bulbs



Televisions & computer monitors



Home sharps containers



Cooking Fats, Oils & Grease



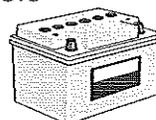
Used motor oil



Drained oil filters



Old antifreeze



Lead acid batteries



All household batteries

Remember to tape one terminal

Solid Waste
Balance Sheet
May 31, 2015

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	704,502.48
422 010 00300	Imprest Cash	3,500.00
422 010 00500	I Bank Loan Deposit Held by County	198,177.17
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(155,589.00)
422 010 03450	Accum Depr Bldg & Improv	(87,556.00)
422 010 03460	Accum Depr Transfer Station	(755,527.00)
	Total Assets	<u>3,967,580.73</u>

LIABILITIES AND FUND EQUITY

422 010 05210	Sublease Payable	2,829,198.50
422 010 05300	Compensated Absences Payable	39,330.71
422 010 05500	Post Closure Liability	2,246,372.63
422 010 05600	Net OPEB Obligation	197,137.00
422 010 07100	Fund Balance	(2,236,432.53)
422 010 09600	Investment in Capital Assets net of related debt	578,198.00
	Revenue	2,584,577.85
	Expenditure	(2,270,801.43)
	Total Liabilities and Fund Equity	<u>3,967,580.73</u>

6.2

Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of July 2, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Affordable Home & Rental Rep.	133.02	0.00	0.00	0.00	0.00	133.02
Agricultural Commission(solid waste only)	17.07	0.00	0.00	0.00	0.00	17.07
Aladdin Realty	19.91	24.17	15.64	0.00	0.00	59.72
Alexandre EcoDairy Farms	321.47	290.54	0.00	0.00	0.00	612.01
All About Town Home Repair	0.00	0.00	0.00	0.00	189.78	189.78
Babich Construction	152.19	0.00	0.00	0.00	0.00	152.19
Bart Kast Builders	150.77	0.00	0.00	0.00	0.00	150.77
Benner Mini Storage	56.40	0.00	0.00	0.00	0.00	56.40
Bommelyn Construction (2)	100.64	135.13	0.00	0.00	0.00	235.77
Borges Dairy	119.48	623.00	0.00	0.00	0.00	742.48
Brown, Hector	825.33	0.00	0.00	0.00	0.00	825.33
Cal-Ore LIFE FLIGHT	0.00	12.68	0.00	0.00	126.84	139.52
California Auto Image	92.46	0.00	0.00	0.00	0.00	92.46
California Dept. Parks & Rec.	1,119.27	0.00	0.00	0.00	0.00	1,119.27
Castle Rock Countertop's	14.22	0.00	0.00	0.00	0.00	14.22
Certified Construction	0.00	0.00	0.00	0.00	6.90	6.90
Certified Plumbing Co.	0.00	0.00	0.00	0.00	12.76	12.76
Cetnar Construction Inc.	104.70	0.00	0.00	0.00	0.00	104.70
City of Crescent City.	128.71	0.00	195.22	0.00	0.00	323.93
College of the Redwoods	156.72	0.00	0.00	0.00	0.00	156.72
Corner Stone Assembly of God	78.23	96.73	0.00	0.00	0.00	174.96
Crescent Ace Hardware.	476.51	0.00	0.00	0.00	0.00	476.51
Crescent City KOA	493.58	0.00	0.00	0.00	0.00	493.58
Crescent City Nursing & Rehab	0.00	4.02	9.96	7.10	40.24	61.32
Crescent Fire Protection Dist.	305.01	0.00	0.00	0.00	0.00	305.01
Crescent Senior Estates	17.93	0.00	0.00	0.00	0.00	17.93
Del Norte Realty	166.91	0.00	0.00	0.00	0.00	166.91
Del Norte Roofing	576.07	0.00	249.61	0.00	0.00	825.68
DN Unifled School District	540.52	0.00	0.00	0.00	0.00	540.52
Elk Valley Casino	127.66	0.00	0.00	0.00	0.00	127.66
Elk Valley Rancheria	16.17	0.00	0.00	0.00	0.00	16.17
Elk Valley Storage	11.38	0.00	0.00	0.00	0.00	11.38
Ellers Fort Dick Market	256.03	0.00	0.00	0.00	0.00	256.03
Fashion Blacksmith	206.98	0.00	0.00	0.00	0.00	206.98
G. H. Outreach	455.66	0.00	0.00	0.00	0.00	455.66
Golden State Construction	1,668.99	0.00	0.00	0.00	0.00	1,668.99
GR Construction	115.21	0.00	0.00	0.00	0.00	115.21
Griffin's Furniture Outlet	138.11	16.81	0.00	0.00	0.00	154.92
Hambro/Waste Solutions Group	10.34	114.65	0.00	0.00	0.00	124.99
Hank's Hauling	898.42	0.00	0.00	0.00	0.00	898.42
Hartley Construction	313.15	0.00	0.00	0.00	0.00	313.15
HASP / Jordan Recovery Centers	723.72	82.29	0.00	0.00	0.00	806.01
Hintz Construction	0.00	0.00	0.00	0.00	127.60	127.60
Hlouchi Community Fellowship	9.96	0.00	0.00	0.00	0.00	9.96
Humane Society Of Del Norte	20.54	0.00	0.00	0.00	0.00	20.54
Humboldt Moving & Storage	17.07	0.00	0.00	0.00	0.00	17.07
Investment Realty	413.19	35.19	0.00	0.00	0.00	448.38
Kirkland's Lawn & Yard Service	733.54	0.00	0.00	0.00	0.00	733.54
Kraft, Tom & Patti	72.11	0.00	0.00	0.00	0.00	72.11
Larson Services	28.45	0.00	0.00	0.00	0.00	28.45
Lucky 7 Casino	22.14	0.00	0.00	0.00	0.00	22.14
Malloroy Construction	7.10	0.00	0.00	0.00	0.00	7.10
Mark Wooding Construction	0.00	0.00	0.00	0.00	-120.00	-120.00
Mastaloudis Homes Inc.	380.50	0.00	0.00	0.00	0.00	380.50
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Mountain Power Tree Co.	41.29	0.00	0.00	0.00	0.00	41.29
Mow Blow and Go	158.25	0.00	0.00	0.00	0.00	158.25
Murray Construction	208.00	0.00	0.00	0.00	0.00	208.00
New Dawn Support Services	169.58	0.00	0.00	0.00	0.00	169.58
Niehoff Construction	129.58	0.00	0.00	0.00	0.00	129.58
Norbury Construction	0.00	0.00	0.00	0.00	116.70	116.70
North Coast Properties	56.98	0.00	0.00	0.00	0.00	56.98
Northridge Electric	109.52	0.00	0.00	0.00	0.00	109.52
Pacific Northwest Physical Therapy	17.07	0.00	0.00	0.00	0.00	17.07
PALM Industries, Inc.	226.38	0.00	0.00	0.00	0.00	226.38
Pappas Dry Wall	335.68	0.00	0.00	0.00	0.00	335.68

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of July 2, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Parkway Feed	103.84	0.00	0.00	0.00	0.00	103.84
Peasley's Property Mang.	27.88	0.00	0.00	0.00	0.00	27.88
Pelican Bay Evangelical Free Church	21.32	0.00	0.00	0.00	0.00	21.32
Pelican Bay Roofing Co.	1,232.24	118.06	0.00	0.00	0.00	1,350.30
Plunkett's Family Painting	97.13	0.00	0.00	0.00	0.00	97.13
Porter's Trucking & Logging	0.00	0.00	0.00	0.00	2,033.84	2,033.84
Ray's Mobile Home Service	61.16	0.00	0.00	0.00	0.00	61.16
Recology Del Norte (Franchise)	107,571.46	0.00	0.00	0.00	0.00	107,571.46
Recology Del Norte (Prison)	11,606.79	0.00	0.00	0.00	0.00	11,606.79
Red Sky Roofing	10,710.50	11,002.34	0.00	0.00	0.00	21,712.84
Redwood Community Action Agency	163.19	155.04	0.00	0.00	0.00	318.23
Redwood National Park	2,764.62	0.00	0.00	0.00	0.00	2,764.62
Reservation Ranch	948.73	694.13	0.00	0.00	0.00	1,642.86
Richterich & Jones Const	1,106.90	0.00	0.00	0.00	0.00	1,106.90
Rick Parker Construction	44.09	0.00	0.00	0.00	0.00	44.09
Ritchie Homes	88.18	0.00	0.00	0.00	0.00	88.18
Roy Rook Construction	7.11	0.00	0.00	0.00	0.00	7.11
Ruiz Construction	29.87	55.47	0.00	0.00	0.00	85.34
S.O.S. Construction	52.63	25.60	0.00	0.00	0.00	78.23
Seabreeze Apartments	8.53	0.00	0.00	0.00	0.00	8.53
Seawood Village	9,087.09	0.00	0.00	0.00	0.00	9,087.09
Smith River Alliance	0.00	25.60	0.00	0.00	0.00	25.60
Smith River Equipment	59.74	0.00	0.00	0.00	0.00	59.74
Smith River Rancheria	0.00	2,083.77	0.00	0.00	0.00	2,083.77
Sprint Courier Service	219.46	0.00	0.00	0.00	0.00	219.46
St. Vincent de Paul	29.87	0.00	0.00	0.00	0.00	29.87
Steel	51.21	43.91	0.00	0.00	0.00	95.12
Stephen F White Gen.Cont. Inc.	93.53	0.00	0.00	0.00	0.00	93.53
Stone Roofing	3,733.78	0.00	0.00	0.00	0.00	3,733.78
Tab & Associates	913.71	0.00	0.00	0.00	0.00	913.71
Thermo Fluids, Inc. / Outbound OIL	0.00	0.00	0.00	0.00	-55.80	-55.80
Tim Haban Construction	543.35	0.00	0.00	0.00	0.00	543.35
U.S. Forest Service-Gasquet CA	0.00	41.07	0.00	0.00	0.00	41.07
V Primo Construction	0.00	108.11	0.00	0.00	0.00	108.11
Van Arsdale Construction	1,723.95	0.00	0.00	0.00	0.00	1,723.95
Van Nocker's Cleaning	14.21	0.00	0.00	0.00	0.00	14.21
Winn's Maintance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Yurok Economic Development Corp.	0.00	43.03	0.00	0.00	0.00	43.03
Yurok Indian Housing Authority	28.45	79.25	0.00	0.00	0.00	107.70
TOTAL	167,410.39	15,910.59	470.43	7.10	2,437.76	186,236.27

**DNSWMA
GRAND TOTALS
JUNE 2015**

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	33.47%	
DNCTS Cash Total	33,440.33	16,823.20	50,263.53
DNCTS Charge Total	115,672.40	58,192.63	173,865.03
DNCTS Credit/Debit	16,501.31	8,301.50	24,802.81
DNCTS Totals	165,614.04	83,317.33	248,931.37
Klamath Cash Total		4,621.25	4,621.25
Klamath Charge Total		254.29	254.29
Klamath Totals		4,875.54	4,875.54
Gasquet Cash Total		1,471.09	1,471.09
Gasquet Charge Total		0.00	0.00
Gasquet Totals		1,471.09	1,471.09
Adjustments			
GRAND TOTALS	165,614.04	89,663.96	255,278.00

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: JUNE 2015

Date	Cash/Check		Discover	AmExp	Credit Card Total	Charges	Grand Total	66.53%		33.47%		20286	Total
	Cash	Checks						91003	91004	91003	91004		
1	\$ 1,288.30	\$ 69.49			\$ 482.22	\$ 9,187.91	\$ 11,027.92	\$ 903.34	\$ 454.45	\$ 0.08	\$ 1,357.87	\$ 1,357.87	
2	\$ 1,905.88	\$ 141.39	\$ 9.96		\$ 410.34	\$ 7,514.83	\$ 9,972.44	\$ 1,362.05	\$ 685.22	\$ 0.40	\$ 2,047.67	\$ 2,047.67	
3	\$ 1,198.47	\$ 279.36			\$ 1,387.05	\$ 7,157.13	\$ 10,022.01	\$ 983.20	\$ 494.63	\$ (0.16)	\$ 1,477.67	\$ 1,477.67	
4	\$ 1,123.23	\$ 185.66		\$ 50.87	\$ 940.61	\$ 4,920.42	\$ 7,169.92	\$ 870.80	\$ 438.09	\$ (0.05)	\$ 1,308.84	\$ 1,308.84	
5	\$ 1,586.94	\$ 537.13			\$ 1,073.82	\$ 7,236.09	\$ 10,433.98	\$ 1,413.14	\$ 710.93	\$ (16.94)	\$ 2,107.13	\$ 2,107.13	
6	\$ 1,764.16	\$ 261.04		\$ 10.46	\$ 1,174.03	\$ 1,143.76	\$ 4,342.99	\$ 1,347.37	\$ 677.83		\$ 2,025.20	\$ 2,025.20	
7	\$ 1,629.23	\$ 150.77			\$ 751.71	\$ 341.51	\$ 2,873.22	\$ 1,184.23	\$ 595.77	\$ 0.01	\$ 1,780.01	\$ 1,780.01	
8	\$ 1,273.99	\$ 436.14	\$ 21.34		\$ 713.32	\$ 8,268.36	\$ 10,691.81	\$ 1,137.75	\$ 572.38	\$ (12.85)	\$ 1,697.28	\$ 1,697.28	
9	\$ 1,295.98	\$ 178.94			\$ 444.75	\$ 7,609.22	\$ 9,526.89	\$ 979.93	\$ 492.99	\$ 1.17	\$ 1,474.09	\$ 1,474.09	
10	\$ 1,040.08	\$ 579.11	\$ 49.78	\$ 65.43	\$ 881.77	\$ 5,887.19	\$ 8,388.15	\$ 1,077.25	\$ 541.94	\$ 0.15	\$ 1,619.34	\$ 1,619.34	
11	\$ 1,414.38	\$ 140.69			\$ 513.57	\$ 7,449.63	\$ 9,518.27	\$ 1,034.59	\$ 520.48	\$ 0.28	\$ 1,555.35	\$ 1,555.35	
12	\$ 1,148.37	\$ 140.21	\$ 34.14		\$ 555.54	\$ 6,753.18	\$ 8,597.30	\$ 857.29	\$ 431.29		\$ 1,288.58	\$ 1,288.58	
13	\$ 2,675.45	\$ 382.49			\$ 609.98	\$ 358.07	\$ 4,025.99	\$ 2,034.45	\$ 1,023.49	\$ 0.06	\$ 3,058.00	\$ 3,058.00	
14	\$ 1,578.82	\$ 230.89			\$ 957.25	\$ 79.49	\$ 2,846.45	\$ 1,204.00	\$ 605.71	\$ (13.65)	\$ 1,796.06	\$ 1,796.06	
15	\$ 1,175.78	\$ 349.90		\$ 27.03	\$ 484.98	\$ 10,001.78	\$ 11,992.44	\$ 1,015.03	\$ 510.65	\$ 0.51	\$ 1,526.19	\$ 1,526.19	
16	\$ 1,111.81	\$ 240.25			\$ 773.00	\$ 9,013.02	\$ 11,138.08	\$ 899.53	\$ 452.53	\$ (0.01)	\$ 1,352.05	\$ 1,352.05	
17	\$ 1,088.20	\$ 228.80	\$ 60.68		\$ 421.78	\$ 7,870.87	\$ 9,609.65	\$ 876.20	\$ 440.80	\$ (7.09)	\$ 1,309.91	\$ 1,309.91	
18	\$ 1,147.24	\$ 306.07	\$ 12.80		\$ 610.64	\$ 6,443.53	\$ 8,507.48	\$ 966.89	\$ 486.42	\$ 0.06	\$ 1,453.37	\$ 1,453.37	
19	\$ 1,079.71	\$ 470.68		\$ 48.36	\$ 877.57	\$ 7,614.68	\$ 10,042.64	\$ 1,031.47	\$ 518.92	\$ (0.05)	\$ 1,550.34	\$ 1,550.34	
20	\$ 1,658.06	\$ 280.21			\$ 787.49	\$ 481.68	\$ 3,207.44	\$ 1,289.53	\$ 648.74	\$ (0.05)	\$ 1,938.22	\$ 1,938.22	
21	\$ 997.63	\$ 150.29			\$ 534.20	\$ 181.71	\$ 1,863.83	\$ 763.71	\$ 384.21	\$ 5.25	\$ 1,153.17	\$ 1,153.17	
22	\$ 1,480.72	\$ 309.88			\$ 478.96	\$ 8,612.39	\$ 10,861.95	\$ 1,177.98	\$ 592.62	\$ (0.24)	\$ 1,770.36	\$ 1,770.36	
23	\$ 1,530.29	\$ 209.92			\$ 1,530.31	\$ 7,300.14	\$ 10,570.66	\$ 1,157.76	\$ 582.45	\$ 0.01	\$ 1,740.22	\$ 1,740.22	
24	\$ 1,141.40	\$ 175.07		\$ 9.96	\$ 511.35	\$ 6,019.57	\$ 7,847.39	\$ 875.95	\$ 440.62	\$ (2.27)	\$ 1,314.20	\$ 1,314.20	
25	\$ 2,213.00	\$ 126.60	\$ 75.38		\$ 871.02	\$ 8,153.90	\$ 11,364.52	\$ 1,556.54	\$ 793.06	\$ (0.33)	\$ 2,339.27	\$ 2,339.27	
26	\$ 1,248.78	\$ 291.58	\$ 17.07	\$ 28.45	\$ 752.26	\$ 10,188.01	\$ 12,480.63	\$ 1,024.80	\$ 515.56	\$ (0.12)	\$ 1,540.24	\$ 1,540.24	
27	\$ 1,638.46	\$ 156.45	\$ 19.56		\$ 1,383.02	\$ 269.76	\$ 3,447.69	\$ 1,194.15	\$ 600.76	\$ 0.25	\$ 1,795.16	\$ 1,795.16	
28	\$ 1,468.49	\$ 96.13	\$ 29.87		\$ 1,007.75	\$ 298.09	\$ 2,870.46	\$ 1,040.94	\$ 523.68	\$ 0.19	\$ 1,564.81	\$ 1,564.81	
29	\$ 1,712.87	\$ 252.21			\$ 1,080.38	\$ 9,444.98	\$ 12,490.44	\$ 1,307.37	\$ 657.71	\$ 37.11	\$ 2,002.19	\$ 2,002.19	
30	\$ 1,073.36	\$ 239.10	\$ 52.84	\$ 46.94	\$ 1,822.14	\$ 8,064.13	\$ 11,198.73	\$ 873.18	\$ 439.28	\$ (20.37)	\$ 1,292.09	\$ 1,292.09	
TOTALS	\$ 42,669.08	\$ 7,594.45	\$ 383.42	\$ 287.50	\$ 24,802.81	\$ 173,865.03	\$ 248,931.37	\$ 33,440.33	\$ 16,823.20	\$ (28.65)	\$ 50,234.88	\$ 50,234.88	

DAILY TICKET REPORT				
DNSWMA TRANSFER STATION				
MONTH: JUNE 2015				
			VOIDED	TICKET
Date	BEGIN	END	TICKETS	COUNT
1	821065	821204	4	136
2	821205	821399	1	194
3	821400	821576	1	176
4	821577	821743	3	164
5	821744	821944	2	199
6	821945	822142		198
7	822143	822300		158
8	822301	822491		191
9	822492	822647		156
10	822648	822828		181
11	822829	823000	2	170
12	823001	823168	1	167
13	823169	823370		202
14	823371	823564	1	193
15	823565	823752		188
16	823753	823925		173
17	823926	824105	1	179
18	824106	824259	2	152
19	824260	824448	4	185
20	824449	824623		175
21	824624	824742		119
22	824743	824928		186
23	824929	825129	3	198
24	825130	825302	3	170
25	825303	825478	1	175
26	825479	825678		200
27	825679	825883	1	204
28	825884	826066		183
29	826067	826304	1	237
30	826305	826512		208
TOTAL			31	5417

**DNSWMA
 KLAMATH TRANSFER STATION CASH
 JUNE 2015**

Date	Amount to 422-421	TOTAL CASH AMOUNT
	91004	
June 3, 2015	484.37	\$484.37
June 7, 2015	705.56	\$705.56
June 10, 2015	318.51	\$318.51
June 14, 2015	774.90	\$774.90
June 17, 2015	286.41	\$286.41
June 21, 2015	594.23	\$594.23
June 24, 2015	650.93	\$650.93
June 28, 2015	806.34	\$806.34
TOTAL	4,621.25	\$4,621.25

**DNSWMA
 KLAMATH TRANSFER STATION CHARGES
 JUNE 2015**

Date	Charge Name	Receipt #	Amount to 422-421	TOTAL AMOUNT
			91004	
June 3, 2015	Yurok IHA	654223	132.01	\$132.01
June 17, 2015	Yurok IHA	654224	79.25	\$79.25
June 17, 2015	Yurok EDC	654225	43.03	\$43.03
TOTAL			254.29	\$254.29

**DNSWMA
 GASQUET TRANSFER STATION - CASH
 JUNE 2015**

Date	Amount to 422-421	TOTAL CASH AMOUNT
	91004	
June 6, 2015	238.90	\$238.90
June 13, 2015	351.63	\$351.63
June 20, 2015	416.77	\$416.77
June 27, 2015	463.79	\$463.79
TOTAL	1471.09	\$1,471.09

**DNSWMA
 GASQUET TRANSFER STATION - CHARGES
 JUNE 2015**

		Receipt #	Amount to 422-421	TOTAL
Date	Charge Name		91004	AMOUNT
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL			<i>0.00</i>	\$0.00

AUTHORITY REVENUE REPORT June 2015

Source	2013/2014		2014/2015	
	Actual Annual		Budget/Month	Budget/Year
Authority				
Service Fees	\$ 976,517.87		\$ 82,046.00	\$ 984,552.00
	Actual/Month	Comparison FYE15 & FYE14	Actual/Month	Over Budget
	July \$ 93,409.33	\$ 2,594.88	July \$ 96,004.21	\$ 13,958.21
	August \$ 91,982.30	\$ (2,544.43)	August \$ 89,437.87	\$ 7,391.87
	September \$ 81,572.16	\$ 3,132.37	September \$ 84,704.53	\$ 2,658.53
	October \$ 90,070.63	\$ (6,972.40)	October \$ 83,098.23	\$ 1,052.23
	November \$ 73,073.25	\$ (500.82)	November \$ 72,572.43	\$ (9,473.57)
	December \$ 68,239.89	\$ 8,619.44	December \$ 76,859.33	\$ (5,186.67)
	January \$ 73,574.88	\$ 11,395.77	January \$ 84,970.65	\$ 2,924.65
	February \$ 69,527.00	\$ 8,356.08	February \$ 77,883.08	\$ (4,162.92)
	March \$ 76,183.02	\$ 6,644.11	March \$ 82,827.13	\$ 781.13
	April \$ 88,290.79	\$ (8,917.23)	April \$ 79,373.56	\$ (2,672.44)
	May \$ 86,383.95	\$ (1,000.76)	May \$ 85,383.19	\$ 3,337.19
	June \$ 84,210.67	\$ 5,453.29	June \$ 89,663.96	\$ 7,617.96
	Total \$ 976,517.87	\$ 26,260.30	Total \$ 1,002,778.17	\$ 18,226.17

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AUTHORITY REVENUE REPORT June 2015

Source 2013/2014 **2014/2015**

Franchise Fee Actual Annual Budget/Month Budget/Year

\$ 20,643.75 \$ 247,725.00

	Comparison		Actual/Under Budget	
	Actual/Month	FY 13/14	Actual/Month	Over/Under Budget
July	\$ 19,964.00	\$ (844.00)	\$ 19,120.00	\$ (1,523.75)
August	\$ 19,902.00	\$ 545.00	\$ 20,447.00	\$ (196.75)
September	\$ 20,871.00	\$ (296.00)	\$ 20,575.00	\$ (68.75)
October	\$ 20,538.00	\$ 614.00	\$ 21,152.00	\$ 508.25
November	\$ 20,103.00	\$ (604.00)	\$ 19,499.00	\$ (1,144.75)
December	\$ 20,453.00	\$ (1,053.00)	\$ 19,400.00	\$ (1,243.75)
January	\$ 20,420.00	\$ (1,119.00)	\$ 19,301.00	\$ (1,342.75)
February	\$ 20,022.00	\$ 509.00	\$ 20,531.00	\$ (112.75)
March	\$ 19,503.00	\$ 330.00	\$ 19,833.00	\$ (810.75)
April	\$ 19,276.00	\$ 1,543.00	\$ 20,819.00	\$ 175.25
May	\$ 21,261.00	\$ (1,393.00)	\$ 19,868.00	\$ (775.75)
June	\$ 20,267.00	\$ 3,237.00	\$ 23,504.00	\$ 2,860.25
Total	\$ 242,580.00	\$ 1,469.00	\$ 244,049.00	\$ (3,676.00)



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

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

www.recycledelnorte.ca.gov

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

Staff Report

Date: 16 July 2015
To: Commissioners of the Del Norte Abandoned Vehicle Abatement Service Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 010203 - Abandoned Vehicle Abatement Service Authority
Topic: Proposals received for Towing, Storage, Recovery and Disposal of Abandoned Vehicles.

Summary / Recommendation: That the Board take one of these actions:

1. Reject all proposals and release a new RFP for these towing services to be due by August 12, 2015, or
2. Waive the informality of the late submittal of the proposal from California Auto Image and direct staff to execute the agreement for towing services with California Auto Image, or
3. Direct staff to execute the agreement for towing services with Northcrest Auto Center.

Background: In May, Authority staff mailed out Requests for Proposal (RFP) to six Del Norte County businesses potentially capable of providing these services. Proposals were due on 10 July 2015. One proposal was received before this deadline from Northcrest Auto Center.

Analysis: A second proposal was received from California Auto Image. Staff used an incorrect business address (they are on Washington Blvd, not E Washington Blvd) when mailing the RFP. Code Enforcement Officer Dave Mason became aware that California Auto Image had not received an RFP, and hand-delivered a copy to them approximately one week after the initial mailing. Despite the written instructions in the RFP, California Auto Image stated that they had prepared a proposal and were waiting for Dave Mason to come to their business and collect it, just as he had delivered the RFP.

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The RFP clearly stated in section III. 1: *“Submittals shall be received at the offices of the Del Norte Solid Waste Management Authority, 1700 State Street, Crescent City, California 95531 by 4:30 p.m., 10 July 2015. The Authority will not be responsible for a proposal delivered to a person/location other than specified. Proposals must be in ink or typewritten and all changes and/or erasures must be initialed and dated in ink. No facsimile, telegraphic or telephone proposal will be accepted. **LATE PROPOSALS OR UNSIGNED PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**”*

The RFP also states in section II.C regarding the Evaluation process: *“The AVA reserves the right to reject any and all proposals and to waive any informality in the proposals received.”* The prices for towing and related services proposed by California Auto Image are generally lower than similar prices proposed by Northcrest Auto Center.

The primary reason for the RFP language stating that late proposal would not be accepted is the risk for a proposer to discover the prices in a proposal already submitted. In this case, Authority staff are confident that California Auto Image could not have prior knowledge of the prices in the Northcrest Auto Center proposal. If the Authority determines that the late submittal was an informality associated with the timing and method of their receipt of the RFP, the Authority could accept either proposal. If the Authority Board determines that this was more than an informality, then the Authority's only options are to either accept the proposal from Northcrest Auto Center or to reject both proposals and start over.

Alternatives: All alternatives are presented as options. Staff are not providing a clear recommendation as there are issues associated with each potential action.

Rejecting both proposals prolongs the period when the AVA does not have a contractor available to tow abandoned vehicles.

Accepting the proposal from Northcrest Auto Center would be associated with higher towing costs than similar charges proposed by California Auto Image.

Accepting the proposal from California Auto Image may be subjected to challenge by Northcrest Auto Center.

Fiscal Impacts: The services provided under the AVA Towing agreement are the majority of services paid for by the AVA. Cost controls on these services are driven by the selection of a towing contractor based on comparison with competitive proposals from other potential contractors. These amounts are paid by the County and are not included in the annual Del Norte Solid Waste Management Authority budget.

Related Issues: On a practical basis, the AVA has not had capacity to tow vehicles since March 2015.

**REQUEST FOR PROPOSALS FOR
TOWING, STORAGE, RECOVERY AND
DISPOSAL OF ABANDONED VEHICLES**

**FROM THE DEL NORTE ABANDONED
VEHICLE ABATEMENT AUTHORITY**

DEL NORTE COUNTY, CALIFORNIA

(707) 465-1100

(707) 465-1300 FAX

E-MAIL: TEDD@RECYCLEDELNORTE.CA.GOV

**1700 STATE STREET
CRESCENT CITY, CA 95531**

PROPOSALS DUE:

10 JULY 2015

4:30 P.M.

**REQUEST FOR PROPOSALS FOR
TOWING, STORAGE, RECOVERY AND
DISPOSAL OF ABANDONED VEHICLES**

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REQUEST FOR PROPOSALS FOR TOWING, STORAGE, RECOVERY AND DISPOSAL OF ABANDONED VEHICLES

I. PROJECT OVERVIEW

This is a Request for Proposals (RFP) to provide towing, storage, recovery and disposal of abandoned vehicles in Del Norte County. The details of the services to be provided is attached as Exhibit 2.

The Board of the Del Norte Abandoned Vehicle Abatement (AVA) Authority is the same as the Board for the Del Norte Solid Waste Management Authority (DNSWMA), and DNSWMA staff are administering this RFP process on behalf of the AVA. Proposals to provide these services must be received at the Del Norte Solid Waste Management Authority office at 1700 State Street, Crescent City, CA 95531, Attention: Director, by 4:30 P.M. on 10 July 2015.

II. PROPOSAL PROCESS

A. Contact Person

All requests for information regarding this RFP and for information about the Authority's current solid waste operations should be directed to:

Tedd Ward, M.S. – Acting Director / Program Manager
Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531
Telephone: (707) 465-1100
Fax: (707) 465-1300
e-mail: tedd@recycledelnorte.ca.gov
website: www.recycledelnorte.ca.gov

The RFP is considered to include all items listed in the Table of Contents, the text of the RFP, the Exhibits, and any addenda issued by the Authority.

Proposer is advised to check that all parts of the RFP package have been received. Proposers are responsible for informing themselves with respect to all conditions that might in any way affect the cost or the performance of any of the work. Each Proposer is responsible for obtaining any and all information it deems necessary to make its proposal. The Authority does not assume any liability for actions taken pursuant to data contained in this RFP. Checking the accuracy and completeness of the information is the responsibility of the Proposer. Failure to do so shall be at the sole risk of the Proposer and no relief shall be given for errors or omissions by the Proposer.

B. Distribution List for RFP

The initial RFP mailing list is attached as Exhibit 1.

C. Evaluation Process

Each proposal will be evaluated by the Authority for completeness and for compliance with the requirements of this RFP. All determinations with regard to the evaluation of proposals will be at the sole discretion of the Authority. The agreement will be awarded to the proposer determined by the Board to have submitted the proposal that will best meet the needs of the community while assuring the Board that the proposer has the ability and experience to provide the services requested. In determining which proposal is the best fit for the Board, the following criteria may be considered by the AVA: a) Ability to perform the service required within the specified time period; b) Reputation, judgment and experience; c) The quality of performance in previous agreements; d) Previous compliance with laws, permits, licenses and employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the contractual services and equipment to adaptability of the contractual services and equipment to the particular use required; g) Ability to provide service; h) Whether the proposer is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the proposer's taxes or assessments are delinquent.

The AVA reserves the right to reject any and all proposals and to waive any informality in the proposals received. The selected Contractor will be expected to sign a copy of the agreement attached as Exhibit 2.

III. PROPOSAL REQUIREMENTS

The Authority invites proposals from companies qualified to provide the requested services described in the previous section and the attached Exhibit 2. The contents and pricing structure of the selected Proposal, this Request for Proposals, and opinions from relevant legal counsels will form the initial basis for negotiating an Agreement for the selected Contractor. The contents of each proposal should address each of the topics from the headings within this Section of the RFP.

1. **TIME:** Submittals shall be received at the offices of the Del Norte Solid Waste Management Authority, 1700 State Street, Crescent City, California 95531 by 4:30 p.m., 10 July 2015. The Authority will not be responsible for a proposal delivered to a person/location other than specified. Proposals must be in ink or typewritten and all changes and/or erasures must be initialed and dated in ink. No facsimile, telegraphic or telephone proposal will be accepted. **LATE PROPOSALS OR UNSIGNED PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
2. **COPIES:** Three copies of the proposal must be submitted. A transmittal letter containing the original (not photocopied) signature of the proposer shall accompany the required number of copies. The Authority requests that all proposals be submitted printed on recycled paper and copied on two sides.
3. **PERMITS:** Copies of all required permits and licenses shall be included and

made part of the proposal.

4. **FACILITY DESCRIPTION:** Address, Assessor's Parcel Number, County, and narrative description of Proposers capabilities and capacities, including the number of tow vehicles, storage location, etc.
5. **PRICE PROPOSAL:** The Abatement price per vehicle column of Exhibit B must be completed for all Towing Charges by Zone as well as Additional Charges and submitted, which will be the basis for invoices submitted for the duration of this project. Proposers should also closely examine Exhibit B to see how each price proposal will be considered during the evaluation of each proposal.

IV. EXHIBITS AND FORMS

- Exhibit 1: Initial Mailing List for this RFP
- Exhibit 2: Draft Agreement for Removal of Abandoned Vehicles
- Exhibit A: Del Norte Abandoned Vehicle Authority Towing Zones
- Exhibit B: Fees for Services Rendered & Map of Del Norte AVA Towing Zones

EXHIBIT 1: INITIAL MAILING LIST FOR THIS REQUEST FOR PROPOSALS

AAA Towing/ Northcrest Auto Center
1165 McNamara Rd, Crescent City, CA
(707) 464-5626

Affordable Tow & Auto Care
1044 Hwy 101 N, Crescent City, CA
(707)464-6464

Bondo Bob & Son
1191 Burtshell St, Crescent City, CA
(707) 464-3496

Budget Towing
1125 Northcrest Dr. Crescent City, CA
(707)464-5903

California Auto Image
215 E Washington Blvd, Crescent City, CA
(707) 464-3354

Robertson's Towing Service
1377 2nd St, Crescent City, CA
(707) 464-2422

**EXHIBIT 2: AGREEMENT FOR REMOVAL
 OF ABANDONED VEHICLES**

BETWEEN THE DEL NORTE COUNTY

ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

AND California Auto Image

THIS AGREEMENT is effective 7-10-15 by and between the Del Norte County Abandoned Vehicle Abatement Service Authority (hereinafter referred to as "AVA"), a joint powers authority created by the City of Crescent City and the County of Del Norte, California pursuant to section 22710 of the California Vehicle Code, and California Auto Image (hereinafter referred to as "Contractor"), in accordance with all regulations and guidelines for the abatement of abandoned vehicles as established by the California Highway Patrol (hereinafter "CHP"), and as may be revised from time to time.

RECITALS

WHEREAS, pursuant to California Vehicle Code § 22660, as adopted by Chapters 7.28 and 7.29 of the Del Norte County Code, and § 8.28.070 of the Crescent City Municipal Code, et seq., the County of Del Norte and the City of Crescent City desired to enact a program of abatement, as public nuisances, of all Abandoned, and/or Inoperative Vehicles, or parts thereof, which are left on public or private property in violation of the above referenced code sections; and,

WHEREAS, in 1996 the participating members formed the AVA under the authority of the provisions of the California Vehicle Code § 22710 for the abatement of all Abandoned Vehicles situated within the incorporated and unincorporated areas of Del Norte County California; and,

WHEREAS, the AVA receives a portion of fees paid to the State for vehicle registration to reimburse the costs incurred by the AVA in performing its duties; and,

WHEREAS, pursuant to Sections 22669 (b) and 22710 of the California Vehicle Code the AVA has determined that it is in the furtherance of the public interest to secure the performance of an independent contractor to be charged with the duty to tow, store, recover and dispose of abandoned, wrecked, dismantled, and inoperative motor vehicles on public and private property; and,

WHEREAS, pursuant to Section 22662 of the California Vehicle Code the AVA has determined that commercial channels of disposition are inadequate to fully meet the needs of the public interests, and may exercise the right to operate a suitable site for

processing as scrap, or other disposition consistent with subdivision (e) of California Vehicle Code section 22661; and,

WHEREAS, Contractor warrants that it is qualified and agrees to render the aforesaid services in the incorporated and the unincorporated areas of Del Norte County.

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS. The following definitions apply to this Agreement:

- 1) "Abandoned Vehicle" means a Vehicle that has been cited and the ten-day period after service of the notice of intention to abate and remove the vehicle per Vehicle Code Section 22661 (d) has expired.
- 2) "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes Street.
- 3) "Inoperative Vehicle" means any motor vehicle which is lacking an engine, transmission, wheels, tires, doors, windshield, or any other part or equipment for the safe operation of the Vehicle upon the highway and which has been declared a hazard to public health, safety and welfare by a peace officer or designated employee of Crescent City, Del Norte County, or the AVA.
- 4) "Owner" as used herein means the person shown to be the last known registered owner, or lien holder, according to Department of Motor Vehicle (DMV) records. When ownership cannot be ascertained from DMV records, owner means the owner of land upon which the Vehicle was abandoned.
- 5) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway except a device moved by human power or used exclusively upon stationary tracks or rails.

B. REQUESTS FOR SERVICE

- 1) Contractor shall provide all services required to effectuate the removal and disposal of abandoned vehicles and parts thereof in accordance with Chapters 7.28 / 7.29 of the Del Norte County Code, Chapter 8.08 or 8.12 of the Crescent City Municipal Code and Division 11 and Chapter 10 of the California Vehicle Code. AVA's request for service may be relied upon by Contractor that the participating member has complied with all procedures required under applicable state and local regulations.
- 2) All requests for service will be generated by an authorized representative of the AVA, including the Del Norte County Code Enforcement Officer, the Crescent City Code Enforcement Officer, the Crescent City Police Chief or the Del Norte County Sheriff, in writing or by telephone. Written request(s) submitted by the AVA to the Contractor must be on a CHP form #180 (or other form approved by the CHP). The request may be submitted to the contractor in person, by US mail, electronic mail with 'read' receipt, or by Facsimile (FAX). When service is requested by telephone, an authorized representative of AVA shall wait at the service location until Contractor arrives and shall provide Contractor with a written request as described above upon Contractor's arrival. Contractor may NOT perform services under this Agreement until AVA has provided written request/ authorization as described above. Service requested by someone other than an authorized representative of AVA is not a valid charge to the AVA. The AVA representative requesting services shall specify the location of storage or disposal on the written request at the time of submittal.
- 3) Contractor will be available by phone or messaging service twenty-four hours per day, seven days per week. Contractor will not be eligible for additional fees or payments associated with night, weekend, or holiday service regardless of when service is provided. Whenever possible, Contractor shall respond to telephonic requests for service within 30 minutes. Whenever such response is not possible, Contractor shall as soon as practical notify the requesting AVA representative of the delay and provide an estimated response time. The AVA representative may elect to either wait at the vehicle location or submit the request for service in writing.
- 4) Within 24 hours of receipt of a written request for service, Contractor must remove, or cause to be removed, such vehicles or parts thereof which are reported to the Contractor as being in violation of the Del Norte County Code Chapters 7.28 or 7.29 and/or Chapter 8.08 or 8.12 of the Crescent city Municipal Code, as described in paragraph 1 herein. Contractor must remove, store and dispose of the vehicle(s) or parts thereof in a lawful manner as directed on the written request for services. Contractor shall transmit a notification whether or not such vehicle(s) or parts thereof have been abated to the applicable participating member from whose jurisdiction the tow originated within 24 hours of towing/abating said Vehicle(s).

C. CONTRACTOR'S RESPONSE TO REQUEST FOR SERVICE

- 1) All vehicles or parts thereof, removed by Contractor at the request of AVA, as a public nuisance, must be scrapped or demolished at a place and in the manner required by all applicable laws and regulations and must not be reconstructed or made operable except as provided by California Vehicle Code §§ 5004 and/or 22661 (f). This subsection does not apply to vehicles released by the AVA in accordance with law.

- 2) Contractor shall equip and maintain tow trucks utilized by Contractor to perform services under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and industry standards and practices. Contractor shall tow all vehicles with tow trucks of sufficient weight and equipment to properly and safely tow the wide variety of Vehicles that may be towed under this Agreement. Contractor shall have a sufficient vehicle force to effect the removal of Abandoned, wrecked, dismantled or Inoperative Vehicles. Contractor shall allow inspection of its tow trucks, upon reasonable notice, by the AVA or the City or County or CHP.

- 3) Contractor must not use force, violence, threats of force or violence to enter upon private property to remove the Vehicles or parts thereof if entry to the property is refused by such person having possession thereof. If entry is refused by such person, Contractor shall immediately notify the AVA and the participating member's Code Enforcement/Abatement Officer of such refusal.

D. VEHICLE FRACTIONS AND VEHICLE-RELATED DEBRIS

- 1) Contractor must remove and properly dispose of all vehicle parts as directed by the AVA and provide such other assistance as directed. There will be no additional charge for this assistance.
- 2) In the event a Vehicle contains trash, rubbish, garbage, or other solid or liquid waste, the Contractor shall notify the applicable participating member's Code Enforcement/Abatement Officer who shall arrange for its disposal. Contractor may assess a flat-rate "Additional Unloading Charge" for delivering and unloading AVA-related materials for disposal when directed to do so by the AVA representative requesting service. The Flat Rate Charge shall not exceed that specified in Exhibit B.
- 3) Contractor shall prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement. Each tow vehicle used under this Agreement will carry a spill response kit. As required by California Vehicle Code, Contractor will contain and remove any spilled fluids upon taking possession of the vehicle.
- 4) In accordance with California Vehicle Code Sections 2450-2454, inclusive, whenever hazardous wastes have been spilled or deposited upon any Highway within the incorporated or unincorporated areas of Del Norte County, the person discovering such hazardous waste shall immediately notify the CHP and take such actions as the CHP may direct.

E. STORAGE

- 1) Regulations governing the removal and disposal of Abandoned Vehicles require that some be stored by Contractor. Vehicles stored by Contractor will be stored at the Contractor's facility unless otherwise directed by the AVA representative requesting service. Contractor's employees, agents and subcontractors must be properly trained to conduct business transactions related to towing, storage and release of Vehicles and other property.
- 2) Contractor must provide adequate storage for Vehicles removed under the terms of this Agreement. Facilities are subject to inspection during regular business hours without notice by the AVA, City, County, or CHP. No such stored Vehicle or parts thereof may be stored upon the public right-of-way, or upon City/County/ State property unless authorized by the proper entity, or upon a property that does not have appropriate County permits for storing and/or processing scrap vehicles.
- 3) Contractor must provide adequate security for Vehicles, parts and property at its approved facility. At a minimum, the area must be fenced and Contractor is responsible

for reasonable care, custody and control of all Vehicles, parts and other property in Contractor's possession.

- 4) Vehicles that are not immediately removed to a licensed dismantler or scrap metal recycling facility may only be stored in a storage area that meets the requirements established by AVA and State and local ordinances.
- 5) Contractor must prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement.
- 6) All Vehicles removed by Contractor at the request of the AVA and not authorized for immediate disposal by the AVA as a nuisance (per Section 22851.3 of the California Vehicle Code) must be held and stored as prescribed in California Vehicle Code. AVA is not responsible for the payment of storage fees.
- 7) Vehicles that have been towed by the Contractor from public roads or lands and stored by the Contractor may be released. If the vehicle is claimed by the owner or his or her agent within 15 days of the notice date, the Contractor who is storing the vehicle may collect reasonable fees for services rendered, but may not collect lien sale fees as provided in Section 22851.12 of the Vehicle Code. Storage fees may not be charged if the vehicle was reported stolen prior to the request for service. In the event of a dispute, the storage fee will be determined by the applicable Code Enforcement/Abatement officer. These requirements are not to be construed as requiring a charge when the Contractor would not normally charge for such service. Vehicles may be released only upon presentation of satisfactory proof of ownership in accordance with California Vehicle Code section 22851.3.
- 8) Vehicles may not be released by the Contractor, without a written release from the AVA stating that either the towing fees and cost have been paid, or the Vehicle was determined at a hearing to have been towed in error. A CHP Form 180 clearly stating that the vehicle may be released to the Registered Owner or the Registered Owner's designated Agent, upon payment of towing and storage fees to the Contractor will be considered written authorization to release the Vehicle. Whenever a Vehicle is released upon payment directly to the Contractor, there will be no charge from the contractor to the AVA for any services rendered in association with such Vehicle released, and Contractor must immediately notify the AVA representative that requested services that the vehicle was released.
- 9) Vehicles towed by Contractor and stored at an AVA facility may be released by the AVA in accordance with policies and procedures developed by the AVA. Contractor does not have authority to release Vehicles stored at an AVA facility. Contractor must refer any request for release of a Vehicle stored at an AVA facility to the AVA in accordance with AVA policies.

F. VEHICLE DISPOSAL

- 1) Contractor has the sole responsibility to process any Vehicle or parts thereof, stored at Contractor's facility. All such Vehicles or parts must be properly disposed of at a licensed auto dismantler or scrap iron recycler in accordance with the California Vehicle Code and this Agreement. Contractor may not impose any additional fees or charges for disposing of a Vehicle or parts thereof at a local disposal facility.
- 2) Vehicles stored at the AVA facility or on City or County properties are the responsibility of the AVA or the responsible agencies, and the AVA or those agencies shall make arrangements as necessary for their proper disposal.
- 3) Vehicles that cannot be disposed of locally must be taken to the nearest alternate available facility for proper disposal. Prior approval from the AVA is required before taking any vehicle to an alternate facility. Fees for towing such Vehicles to alternate disposal sites will be as described elsewhere in this Agreement.
- 4) For Vehicles valued at less than \$300.00, the AVA shall issue a "NOTICE OF VEHICLE TO BE DISMANTLED OR JUNKED" (REG. 462), commonly known as a "junk slip", to facilitate their disposal. Vehicles valued at more than \$300.00, may be sold for scrap or parts, except as provided by California Vehicle Code §§ 5004 and/or 22661 (f), by Contractor at a lien sale to recover the costs of abatement. Whenever a Vehicle valued at more than \$300.00 is sold at a lien sale, there will be no charge to the AVA from the Contractor, unless Contractor submits proof that the monies received from the sale were insufficient to cover the standard costs of abatement.
- 5) Unless specifically authorized and directed by the AVA representative requesting service, Contractor must not place, cause, allow or suffer the placement of anything into a vehicle, including but not limited to, tires, junk, debris, or any other solid or liquid waste. A violation of this subsection shall constitute an excessive charge pursuant to California Vehicle Code 22658, and a violation of section 4.03 and/or section 4.06 (e) of the Del Norte Solid Waste Management Authority Ordinance 2008-01.

G. DOCUMENTATION AND PERMITS

- 1) Contractor must maintain records of tow services furnished, including a description of the Vehicle(s), date and nature of service(s), amount billed and amount collected. Contractor shall make these records available for inspection by representatives of AVA during normal business hours.
- 2) AVA does not require Contractor to comply with the reporting requirements of Section 11520 of the California Vehicle Code; and any fees and penalties which would otherwise be due the Department of Motor Vehicles are hereby waived, provided that a copy of the decision and order authorizing disposition of the vehicle or CE Form 60, Report of Vehicle Abatement, and CHP Form 180, is retained in the Contractor's business record for a period of three (3) years.
- 3) Excepting the Vehicles stored at an AVA facility or on City or County properties, Contractor must provide for a storage area and a dismantling facility permitted and operating in conformance with all Federal, State and local laws. The storage and dismantling facility must be a California licensed dismantler or scrap metal recycling facility and must be approved by the Del Norte County Community Development Department. Vehicles that cannot be handled by a local facility shall be taken to the nearest alternative lawful disposal facility approved by the AVA. The payment of any State or Federal fees and the procurement of licenses or permits required to transport a Vehicle outside of the State of California for disposal are the responsibility of the Contractor transporting such Vehicle.

H. AVA FURNISHED SERVICES:

- 1) AVA must provide access to and make provisions for Contractor to enter upon public and private lands as required to perform the services described in this Agreement.
- 2) AVA will make available all pertinent data and records to Contractor for review.

I. FEES:

- 1) The fees payable to Contractor for furnishing services under this Agreement will be based upon the zone that the Vehicle or parts thereof were initially acquired in accordance with the fees and service charges set forth in Exhibit B.
- 2) The map delineating the designated zones is attached hereto as Exhibit "A" and incorporated herein by this reference. The "Special Equipment" fee is a surcharge in addition to the "Zone" fee and will only apply when the Vehicle or parts thereof cannot be towed with a Class A, B, or C tow truck, and must be placed on a "Landhaul" type flatbed trailer and/or towed with a "Class D" tow truck. The application of any additional charges may not exceed those listed in Exhibit B, and must be pre-approved by the Code Enforcement/Abatement Officer.

- 3) Contractor does not pay and is not reimbursed for disposal charges associated with the services described herein. Disposal charges at the Del Norte County Transfer Station are paid by the AVA. Disposal fees at alternative disposal sites, such as Curry Transfer in Oregon, or other such sites approved by the AVA, are to be billed directly to the AVA, based on receipts and rate sheets for that disposal site. When contractor disposes of a vehicle, Contractor must provide AVA with a legible copy of the weight ticket or receipt showing the date, weight, and cost of disposal.
- 4) There will be no additional charges, other than the "Special Equipment" fee, to AVA, City or County for mileage, labor, storage or any other costs or expenses of Contractor. Fees cover services rendered from tow to final disposal. In the event that a Vehicle, or parts thereof, is stored by Contractor and disposed of to an auto wrecker, Contractor will be entitled to the salvage value of the scrapped or demolished Vehicle(s) or parts thereof in order to offset the costs to the AVA. If the salvage or sale value of the Vehicles or parts thereof is insufficient to cover the costs of towing/storage/disposal, Contractor will be reimbursed for the actual costs of disposal, less the salvage or sale value, after presenting documentation to the satisfaction of the AVA Board of excessive disposal costs for no fewer than 10 vehicles processed in sequence under this Agreement. In no event will Contractor be entitled to payment in excess of the contract fee schedule and reimbursement of the actual costs of disposal.
- 5) If a Vehicle is claimed and released to the vehicle owner or their authorized agent, the costs for towing and storage are to be charged to the Owner and not to the AVA. The fees payable for towing and dismantling services pursuant to this Agreement are to be made available to the Owner of a Vehicle or the owner of the land on which the vehicle is located, when the Vehicle has been issued a "Vehicle Abatement Notice" by the AVA.

J. PAYMENT

- 1) The fees for services under this Contract are due each month within sixty (60) calendar days after receipt by AVA of an invoice covering the service(s) rendered to date. Invoices must be accompanied by proof of delivery to a licensed dismantler or scrap metal recycling facility, or alternative disposal site pre-approved by the AVA. Said proof of deliver must include the date of delivery to the disposal site and include a legible copy of any receipt or scale ticket showing the cost of disposal or value received for scrap.

K. **INSURANCE:** Contractor must maintain the following minimum levels of insurance from an insurance carrier licensed and authorized to do business in California:

- 1) Minimum level of financial responsibility (as required by Section 34631.5 of the California Vehicle Code) – Bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000.00). These minimum standards must include non-owned and hired auto coverage.
- 2) Uninsured Motorist—Legal minimum, combined single limit.
- 3) On-Hook Coverage—Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a. Class A tow truck.....\$25,000.00
 - b. Class B tow truck.....\$50,000.00
 - c. Class C tow truck.....\$100,000.00
 - d. Class D tow truck.....\$100,000.00
- 4) Garage liability—Includes premises and operation. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.00.
- 5) Garage Keepers Liability—Must be the same minimum as on-hook coverage for vehicles in the care, custody and control of Contractor in the storage facility.
- 6) Worker’s Compensation Insurance—Legal minimum requirement. This carrier must waive the right of subrogation against AVA, City, and County.
- 7) Removing a Vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location shall be deemed transporting property subject to normal minimum insurance requirements of Section 34631.5 of the California Vehicle Code.
- 8) Said policies of insurance must remain in force through the life of this Agreement and must be payable on a “per occurrence” basis unless AVA specifically consents to a “claims made” basis. The City of Crescent City, Del Norte County and AVA must be named as additional insureds on all policies. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to AVA prior to commencement of work. The certificate shall include an endorsement providing thirty (30) days advance notice to AVA of any termination or reduction in coverage. Policy cancellation or expiration shall immediately nullify Contractor’s rights under this Agreement; Contractor’s obligation to indemnify, defend and hold harmless the AVA, City and County harmless, however, will survive the expiration or earlier termination of this Agreement.

L. PREVAILING WAGE AND APPRENTICES: Contractor acknowledges awareness of the provisions of the Labor Code, in particular Labor Code Section 1770 to 1780, inclusive, and Title 8 of the California Code of Regulations, Section 200 et seq.; and

shall comply with such provisions before commencing services required by this contract to be performed by employees subject to these provisions. A copy of the relevant prevailing wage must be submitted to the Code Enforcement/ Abatement Officer.

- M. **NON DISCRIMINATORY EMPLOYMENT:** In connection with the services rendered in this Agreement, the Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of an unqualified person.
- N. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the AVA during their tenure or for one (1) year thereafter may have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **SUBCONTRACTING:** The contractor may not subcontract any portion of the work required by this contract without the prior written approval of the AVA.
- P. **ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the AVA.
- Q. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, lien sale actions, and Federal Communication Licensing. These Documents and Records must be retained for at least five (5) years after the expiration of this Agreement. Contractor will permit AVA to audit all books, accounts, or records in relation to this contract. Any audit may be conducted on Contractor's premises, or at AVA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from AVA. Failure of Contractor to comply with the inspection requirements is cause for termination. Contractor must refund any monies erroneously charged.
- R. **TERM OF AGREEMENT:** Unless notice of termination is given as provided herein, this Agreement will commence on July 10, 2015 and will continue until its expiration on _____.
- S. **TITLE:** It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, will be the property of the AVA. The Contractor may retain copies of drawings and other documents. In the event of termination of this Agreement, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to AVA without exception or reservation.
- T. **TERMINATION:**

- 1) If the Contractor fails to provide the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement, or violates any

ordinance, regulation or other law which applies to Contractor's performance under this Agreement, the AVA may terminate this Agreement by giving fifteen (15) calendar days written notice to Contractor.

- 2) The Contractor will be excused for failure to perform services under this Agreement if said services are impossible or impracticable to perform as a result of acts of God, strikes, labor disputes or other forces over which the contractor has no control.

3) Either party may terminate this Agreement for any reason by giving sixty (60) calendar days written notice to the other party. Notice of termination must be by written notice to the other party and be sent by certified mail, return receipt requested.

- U. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performance of the services herein, Contractor, its agents and employees are acting in an independent capacity and as an independent contractor and not as officers, employees or agents of the City, County, Del Norte Solid Waste Management Authority or AVA.
- V. **AMENDMENT:** This Agreement may be amended or modified only by a written agreement executed by all parties.
- W. **ASSIGNMENT OF PERSONNEL:** The Contractor shall assign only qualified personnel to perform services under this Agreement.
- X. **JURISDICTION AND VENUE:** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Del Norte County, California.
- Y. **INDEMNIFICATION:** Contractor shall be responsible for any loss or damage arising from the towing, storage, security of and damage to Vehicles, property and bodily injury arising from Contractor's obligations or performance under this Agreement and Contractor shall indemnify, defend and hold harmless the AVA, City of Crescent City, Del Norte County, and the Del Norte Solid Waste Management Authority from any order, demand, determination, levy, assessment, judgment, settlement or other monetary obligation arising from any action or inaction by Contractor in performing the services under this Agreement, excepting the willful misconduct or negligence solely arising from the actions or inaction of AVA, City, or County.

Z. COMPLIANCE WITH APPLICABLE LAWS: Contractor, its employees, subcontractors, agents and assigns shall, at all times, comply with federal, state and local laws and ordinances.

AA. NOTICES:

Notices to AVA:

Del Norte Abandoned Vehicle Abatement Service Authority
c/o Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

Notices to the Crescent City Code Enforcement Official:

City of Crescent City
Attn: Code Enforcement
377 "J" Street
Crescent City, CA 95531

Notices to the Del Norte County Vehicle Abatement Officer:

County of Del Norte
Attn: Code Enforcement
Community Development Department
981 "H" Street, Suite 110
Crescent City, CA 95531

Notices to Contractor:

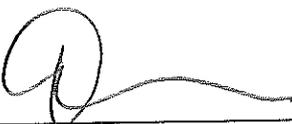
Name California Auto Image
Address 215 Washington Blvd. Crescent City, CA 95531
_____, CA 95531

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2015.

Del Norte County Abandoned Vehicle
Abatement Service Authority

By: _____

Contractor

By:  _____

ATTEST:

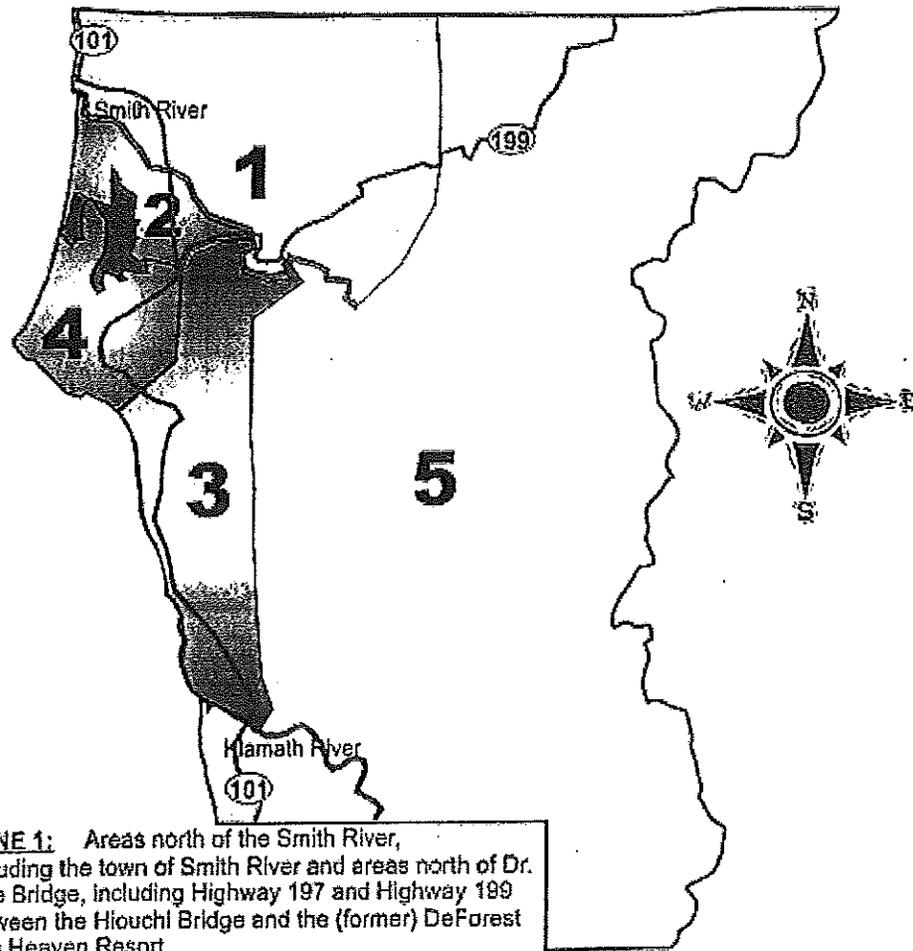
AVA CLERK

APPROVED AS TO FORM:

AVA General Counsel

EXHIBIT A : Del Norte Abandoned Vehicle Authority Towing Zones

Del Norte Abandoned Vehicle Abatement Authority Towing Zones



-  **ZONE 1:** Areas north of the Smith River, including the town of Smith River and areas north of Dr. Fine Bridge, including Highway 197 and Highway 199 between the Hiouchi Bridge and the (former) DeForest Hog Heaven Resort.
-  **ZONE 2:** South of the Smith River and north of Elk Valley X Road, including the areas surrounding Fort Dick, and Highway 199 up to the Hiouchi Bridge.
-  **ZONE 3:** The section of Howland Hill Road within Redwood National and State Park, and areas accessed from Mill Creek Road, including the residences within 200 yards from the intersection of Mill Creek Road and South Fork Road, and along South Fork Road between this intersection and Highway 199. Zone 3 also includes all areas accessed from Highway 101 north of the Klamath River and south of Ender's Beach Road, including Requa Road and Hunter Creek, excluding areas along Highway 169 (Klamath Glen Road) more than 0.3 miles from Highway 101.
-  **ZONE 4:** The Crescent City area south of Elk Valley X Road, including Highway 101, Ender's Beach Road and the areas surrounding Elk Valley Road.
-  **ZONE 5:** All other areas of Del Norte County, including the remaining areas of Klamath, Klamath Glen, and Gasquet.

EXHIBIT B: Fees for Services

Contractor: California Auto Image

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers \$ per regular vehicle	5 th Wheel Trailers, Motorhomes, Buses, Or Large trucks \$ per large vehicle
Zone 1	90	190
Zone 2	50	180
Zone 3	90	200 ¹⁹⁰
Zone 4	40	90
Zone 5	140	220

Additional Charges Requiring Pre-Approval by Code Enforcement / Abatement Officer:

1. Winching (after first half-hour): \$ 75 per hour
2. Extra Man: \$ 55 per hour
3. Sublet Costs for Special Equipment or Services % 25 over documented expenses
4. Secondary Tow to Curry Transfer in Brookings (Carpenterville Road): \$ 235 per tow
5. Secondary Tow for non-motorized trailers and related materials to Del Norte County Transfer Station \$ 85 per tow
5. Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash \$ 75 per vehicle. Assessment of this flat rate must be pre-approved by the AVA Code Enforcement Officer and does not include disposal charges, which will be paid by the AVA directly.
6. Note that Code Enforcement Officer may specifically request use of and pre-approve payment for use of a "Landhaul" type flat bed trailer and/or towing with a "Class D" tow truck.
\$ 300 additional per-tow charge for using 'Landhaul' or 'Class D' truck

215 E. Washington Blvd.
Crescent City, CA 95531
Ph. 707-464-3354
Fax 707-464-5928



Fax

To: Del Norte AVA From: California Auto Image
 Fax: 465-1300 Pages: 12
 Phone: _____ Date: 7-13-15
 Re: _____ cc: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Attached are the licenses for the Proposal.

Attn: David Masson

Thank you,
Diana

BUSINESS LICENSE - CITY OF CRESCENT CITY

377 J Street - Crescent City, CA 95531 - (707) 464-7483

The issuance of a Business License does not in any manner excuse compliance with any applicable Federal, State, or County laws or regulations.

License Number: 04085
Business Address: 215 WASHINGTON BLVD.

Period Ending 6/30/2016

CALIFORNIA AUTO IMAGE

THOMAS KINNEY
215 WASHINGTON BLVD.
CRESCENT CITY, CA 95531



THIS LICENSE MUST BE KEPT
IN A CONSPICUOUS PLACE

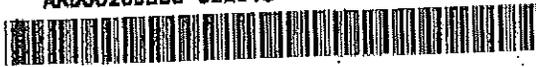
E. Boyd



BUREAU OF AUTOMOTIVE REPAIR
Licensing Unit
10949 N. Mather Blvd.
Rancho Cordova, CA 95670-6409
AUTOMOTIVE REPAIR DEALER

If you do not receive a notice of renewal, you are still responsible for renewing your license prior to its expiration.

ARDOO208EBB 022918



RECEIPT NO 50250832

REGISTRATION ARDOO208EBB

VALID UNTIL 02/28/18

THIS IS TO CERTIFY THAT PURSUANT
TO CHAPTER 3 BUSINESS AND
PROFESSIONS CODE, THE NAMED
IS A REGISTERED AUTOMOTIVE
REPAIR DEALER



CALIFORNIA AUTO IMAGE
215 WASHINGTON BLVD
CRESCENT CITY

KINNEY, THOMAS
OWNER

CA 85531-0000

-- Non-Transferable - Post In Public View --



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
February 26, 2010

CERTIFICATE
MC-704117-C
THOMAS KINNEY
D/B/A CALIFORNIA AUTO IMAGE
CRESCENT CITY, CA

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO



CERTIFICATE OF LIABILITY INSURANCE

CALIF25 OP ID: AC

DATE (MM/DD/YYYY)
06/30/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Valley Ins Assoc., Inc License #0845847 1090 3rd Street Crescent City, CA 95531 Robyn F. Holt, CWCA		Phone: 707-466-5999 Fax: 707-466-4800	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS: FAX (A/C, No.):
INSURED California Auto Image Tom & Sherri Kinney 216 Washington Blvd Crescent City, CA 95531		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Insurance INSURER B: SCIF INSURER C: Allied Insurance Group INSURER D: INSURER E: INSURER F:	
		NAIC # 36076 28223	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		AGP0830780	09/14/14	09/14/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (ANY ONE PERSON) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		04536789-5	01/29/16	01/29/16	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE COE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	8038568-14	12/23/14	12/23/15	<input checked="" type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Garagekeepers		AGP0830780	09/14/14	09/14/16	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Farmers Insurance Exchange, Los Angeles, California, and those companies for which certain claims-related services are provided under contract, whether affiliated or non-affiliated are included as additional insured. The certificate holder is listed as an AI on the Workers comp

CERTIFICATE HOLDER FARMER11 Farmers Insurance Exchange 10200 SW Greenburg Rd ste 200 Portland, OR 97223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anita C. Collins
---	---



INSURANCE POLICY ENDORSEMENT

0395129

Motor Carriers of Property Bodily Injury Liability and Property Damage Liability

INSURER (INSURANCE COMPANY) NAME AND ADDRESS United Financial Casualty Company PO Box 94739 Cleveland OH 44101		NAIC # 11770	Status: <input checked="" type="checkbox"/> Licensed to write insurance in the State of California (Admitted Insurer) <input type="checkbox"/> Non-admitted insurer subject to Section 1763 of the California Insurance Code. _____ SURPLUS LINE BROKER NAME <input type="checkbox"/> Charitable Risk Pool <input type="checkbox"/> Risk Retention Group								
		SURPLUS LINE BROKER #									
		OTHER #									
INSURED (MOTOR CARRIER) NAME AND ADDRESS THOMAS KINNEY CALIFORNIA AUTO IMAGE 215 WASHINGTON BLVD CRESCENT CITY 95531											
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	LIMITS								
PRIMARY LIABILITY <input type="checkbox"/> Coverage below statutory minimum limits. <input checked="" type="checkbox"/> Coverage equal to or exceeding statutory minimum limits.	CA04536789-5	01/29/2015	<table border="1"> <tr> <td>COMBINED SINGLE LIMIT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY OR DEATH (ONE PERSON)</td> <td>\$ _____</td> </tr> <tr> <td>BODILY INJURY OR DEATH (MORE THAN ONE PERSON)</td> <td>\$ _____</td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td>\$ _____</td> </tr> </table>	COMBINED SINGLE LIMIT	\$ 1,000,000	BODILY INJURY OR DEATH (ONE PERSON)	\$ _____	BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	\$ _____	PROPERTY DAMAGE	\$ _____
COMBINED SINGLE LIMIT	\$ 1,000,000										
BODILY INJURY OR DEATH (ONE PERSON)	\$ _____										
BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	\$ _____										
PROPERTY DAMAGE	\$ _____										
EXCESS LIABILITY <input type="checkbox"/> Coverage between primary coverage and statutory minimum limits. <input type="checkbox"/> Coverage provided at or above statutory minimum limits.			<table border="1"> <tr> <td>COMBINED SINGLE LIMIT</td> <td>\$ _____ in excess of \$ _____</td> </tr> <tr> <td>BODILY INJURY (ONE PERSON)</td> <td>\$ _____ in excess of \$ _____</td> </tr> <tr> <td>BODILY INJURY OR DEATH (MORE THAN ONE PERSON)</td> <td>\$ _____ in excess of \$ _____</td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td>\$ _____ in excess of \$ _____</td> </tr> </table>	COMBINED SINGLE LIMIT	\$ _____ in excess of \$ _____	BODILY INJURY (ONE PERSON)	\$ _____ in excess of \$ _____	BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	\$ _____ in excess of \$ _____	PROPERTY DAMAGE	\$ _____ in excess of \$ _____
COMBINED SINGLE LIMIT	\$ _____ in excess of \$ _____										
BODILY INJURY (ONE PERSON)	\$ _____ in excess of \$ _____										
BODILY INJURY OR DEATH (MORE THAN ONE PERSON)	\$ _____ in excess of \$ _____										
PROPERTY DAMAGE	\$ _____ in excess of \$ _____										

This Endorsement shall be attached to and made a part of all policies insuring motor carriers of property required to obtain a permit pursuant to the Motor Carriers of Property Permit Act, commencing with California Vehicle Code section 34600. The purpose of this Endorsement is to assure compliance with the Act and related rules and regulations.

Insurer agrees to each of the following:

- The coverage provided by the endorsement excludes any costs of defense or other expense that the policy provides.
- To pay, consistent with the minimum insurance coverage required by California Vehicle Code Section 34631.5, and consistent with the limits it provides herein, any legal liability of insured for bodily injury, death, or property damage arising out of the operation, maintenance, or use of any vehicle(s) for which a motor carrier permit is required, whether or not such vehicle(s) is described in the attached policy.
- No provision, stipulation, or limitation contained in the attached policy or any endorsement shall relieve insurer from obligations arising out of this Endorsement or the Act, regardless of the insured's financial solvency, indebtedness or bankruptcy.
- The Certificate of Insurance shall not be canceled on less than thirty (30) days notice from the insurer to the DMV, written on an authorized Notice of Cancellation form and that the thirty (30) day/period commences to run from the date the Notice of Cancellation was actually received at the office of the California Department of Motor Vehicles, Registration Operations Division, in Sacramento, California.
- To furnish DMV with a duplicate original of the referenced policy, DMV authorized endorsement, and all other related endorsements and documentation upon request.
- Except as specified in this endorsement, the terms, conditions, and limitations of this policy remain in full force and effect. This endorsement shall not prevent insurer from seeking reimbursement from insured for any payment made by insurer solely on account of the provisions herein.

Insurer certifies to each of the following:

- This insurance policy covers all vehicles used in conducting the service performed by the insured for which a motor carrier permit is required whether or not said vehicle(s) is listed in the insurance policy.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINTED NAME OF INSURER'S AUTHORIZED REPRESENTATIVE Kevin P Maher	TELEPHONE NUMBER (800) 444-4487	EMAIL ADDRESS (OPTIONAL) cv_filings@progressive.com
SIGNATURE OF INSURER'S AUTHORIZED REPRESENTATIVE X	EXECUTED (CITY AND STATE) Mayfield Village, OH	DATE 01/23/2015

California Tow Truck Association
"Promoting professionalism in the towing industry"

Light Duty Level 1 Training

Tow Operator
DAVID M. MACH

Date Issued: 8/14/2016

Certificate Number: 22996

Expiration Date: 8/14/2018

California Tow Truck Association
"Promoting professionalism in the towing industry"

Light Duty Level 1 Training

Tow Operator
DAVID M. MACH

Date Issued: 8/14/2016

Certificate Number: 22999

Expiration Date: 8/14/2018

California Tow Truck Association
"Promoting professionalism in the towing industry"

Light Duty Level 1 Training

Tow Operator
THOMAS M. MACH

Date Issued: 8/14/2016

Certificate Number: 22997

Expiration Date: 8/14/2018

CALIFORNIA TOW TRUCK ASSOCIATION Certificate of Achievement

THIS CERTIFIES THAT

Tom Kinney

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL 6

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 6/29/2014

CERTIFICATE NO. GB-6-13463

EXPIRES: 6/29/2017

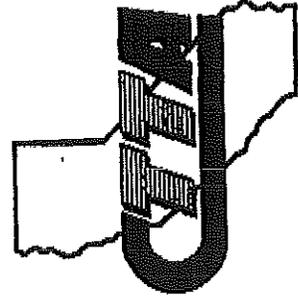
(COPY)

Larry Muzamel

Larry Muzamel, Executive Director

Sherry White

Sherry White, President



NORTHCOAST HEALTH

SCREENING

1325 Northcrest Drive
Crescent City, CA 95531
(707) 465-1036

California Auto Image
is an active participant

2015

Random Drug & Alcohol
Testing Program for
Tow Truck Drivers



Sydney M. Clinton
Program Manager

NORTHCOAST HEALTH SCREENING
Crescent City, CA

5/13/15 2:35:00 PM
Page 1

Employee List

Sorted By: Level/Employee Name
Selection: Range of Levels: CALIFORNIA AUTO IMAGE
Range of Employee Names: , - ZZ, ZZ

Level	* Employee Name	Code
Non DOT		
CALIFORNIA AUTO IMAGE	DEVIN EARHART	033197
	DARREN McCULLOCH	272526
	EMMANUEL NUNEZ	837541

* Marks employees which are inactive
SEMP2RE

NORTHCOAST HEALTH SCREENING

1325 NORTHCREST DRIVE
Crescent City, California 95531
707-465-1036

California Auto Image

is participating in a random drug
and alcohol consortium program
in accordance with
Department of Transportation
Regulations
49 CFR Parts 382 and 40.


Sydney M. Clinton

January 1, 2015

date

expires 12/31/2015

*North Coast Health Screening
Crescent City, CA 95531*

*5/13/2015 1:20:53PM
Page 1 of 1*

Employee List

*Sorted By: Company Level | Employee Name
Selected Company Levels: California Auto Image*

DOT

Employee Name	Employee Code
Level: California Auto Image	
KARL BEYERLE	703264
JAMES BOYER	968883C
THOMAS KINNEY	007289

* Marks employees which are inactive



PULL NOTICE CONTRACT

Requester # AR 351

THIS AGREEMENT is made and entered into this 10th day of June 20 10, between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF MOTOR VEHICLES, herein called SELLER, and Thomas Kinney, herein called BUYER.

BUYER desires to purchase information from SELLER'S record under the terms and conditions and at the rates set forth in the "Employer Pull Notice Program, Information For Enrollment," attached hereto and hereby incorporated and made a part of this contract. SELLER will furnish information in accordance with the terms specified below:

1. SELLER will furnish said information as soon as possible after receipt of request, and will furnish a subsequent report each time a record is updated under the following conditions while the BUYER'S notification request remains valid and uncanceled: abstracts of conviction, failure to appear notices, failure to pay notices, accidents, suspensions, revocations or any other actions taken against the driving privilege or certificate.
2. BUYER will not use any information or portions of information acquired under the provisions of this contract for any purpose other than administering company policies in regard to the driving record requirements of employees. BUYER will not sell, assign or otherwise transfer any of the information or portions of information acquired under the provisions of this contract. For breach of this condition, or if the buyer fails to pay money owed the seller within 45 days of billing, the SELLER may elect to cancel this contract immediately upon notice to the BUYER.
3. All sensitive data, documentation, or other information, which is designated confidential by SELLER and is inadvertently made available to BUYER will be protected by BUYER from unauthorized use and disclosure.
4. BUYER agrees to defend, indemnify and hold harmless SELLER and its officers, agents and employees from any and all claims, actions, damages and losses which may be brought or alleged against SELLER, its officers, agents or employees by reason of the negligent, intentional, improper or unauthorized use or dissemination by BUYER, or its officers, agents or employees of accurate information furnished to BUYER by SELLER under this Agreement.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement is not assignable by BUYER either in whole or in part.
7. BUYER and its agents or employees shall act in an independent capacity and not as officers, employees or agents of SELLER.
8. This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions or terms of this Agreement in any manner.
9. Except for the election of SELLER to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon at least thirty (30) days written notice to the other.

California Auto Image
COMPANY NAME (PLEASE PRINT)

215 E. Washington Blvd.
MAILING ADDRESS

Crescent City CA 95531
CITY STATE ZIP


SIGNATURE OF AUTHORIZED DMV REPRESENTATIVE

Thomas Kinney Owner
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

NORTHCREST AUTO CENTER

1165 McNamara Rd.

Crescent City, CA 95531

June 8, 2015

Del Norte Abandoned Vehicle Abatement Authority
1700 State St
Crescent City, CA 95531

Please find enclosed the copies of the Request for Proposals to provide towing, storage, recovery, and disposal of abandoned vehicles in Del Norte County.

Copies of Licenses and permits required;

Business License for the City of Crescent City

Business License for Brookings

Motor Carrier Permit

Transport Licenses and Permits for transporting vehicles outside of the State of California.

Apportioned Registration required for all tow trucks 26,100 GVWR and over for operating Interstate

Tow Truck Permit and Apportioned Registration required by the State of Oregon for all tow trucks 26,000 GVWR and under operating for hire in the State of Oregon

If you have any questions concerning any details of the services to be provided, please contact Steve Clay at 707-464-2146

Sincerely,



Steven H. Clay
Owner

BUSINESS LICENSE – CITY OF CRESCENT CITY

377 J Street – Crescent City, CA 95531 – (707) 464-7483



The issuance of a Business License does not in any manner excuse compliance with any applicable Federal, State, or County laws or regulations.

License Number: 04372

Business Address:

Period Ending 6/30/2015

NORTHCREST AUTO CENTER

STEVEN CLAY
1165 MC NAMARA RD
CRESCENT CITY, CA 95531

THIS LICENSE MUST BE KEPT
IN A CONSPICUOUS PLACE

El Boyd

The City of Brookings, Oregon

License No. 1385
Fee 77.00

CITY BUSINESS LICENSE

Issued in accordance with the Brookings Municipal Code



Business Name Northcrest Auto Center

To Conduct Business in Towing Service

Located at: 1165 McNamara Rd
Crescent City CA 95531

Date Issued 10/01/2014

Date Expires 09/30/2015

[Signature]
City Recorder

[Signature]
Mayor



NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier

<p>DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700</p> <p>STEVEN H CLAY 1165 MCNAMARA RD CRESCENT CITY, CA 95531</p>	<p>Valid From:</p>	<p>03/01/2009</p>	<p>Valid Through:</p>	<p>Non-Expiring</p>
	<p>CA#:</p>	<p>0122300</p>		
<p>The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:</p> <p style="font-size: 1.2em;">For Hire Individual</p> <p>Not Valid for Intrastate Only Operations</p>				
<p>Pmt Date: N/A</p>	<p>Office #: 154</p>			
<p>Account #: 13751</p>	<p>Tech ID: CR</p>			
<p>Sequence #: 0008</p>	<p>Amt Paid: No Fee</p>			



APPORTIONED REGISTRATION CAB CARD *Unithy*

STATE OF CALIFORNIA

DEPARTMENT OF MOTOR VEHICLES

P.O. Box 932320 MS H160 Sacramento, CA 94232-3200 (916) 657-7971

OPERATOR/LESSEE/REGISTRANT
STEVEN H CLAY
DBA: NORTHCREST AUTO CENTER
1165 MCNAMARA RD
CRESCENT CITY, CA 95531

OWNER/LESSOR

ISSUED: 10/06/2014 EFFECTIVE: 11/01/2014 EXPIRES: 10/31/2015

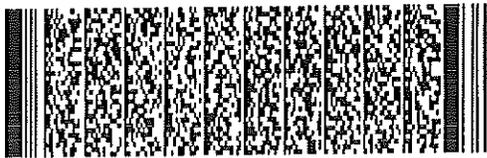
Account	Fleet	Supp	
36436	001	0000	
TYPE OF CARRIER FOR HIRE			MX
Plate	Unit	Yr-Model	Make
CP24559	0000001	1991	GMC
Unladen Wt	Axles	Fuel Type	Body Type
21500	02	D	TK
VIN	Seats		
1GDM7H1J0MJ518950			

THE VEHICLE DESCRIBED HEREIN HAS BEEN APPORTIONED BETWEEN THE STATE OF CALIFORNIA AND THE JURISDICTIONS SHOWN BELOW. Canadian Provinces are shown in kilograms, Quebec is shown in axles, all other jurisdictions are shown in pounds. Buses may be identified by the number of seats. No jurisdictions are to be listed after the row of asterisks, or the card is invalid.

CA 27100	OR 27100	*** *****	*** *****	*** *****
*** *****	*** *****	*** *****	*** *****	*** *****
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This apportioned Cab Card must be carried in the vehicle at all times. All fees are due to the State of California on or before the expiration date listed above. The cab card is non-transferable and must be surrendered with the license plate(s) if the vehicle is deleted from the fleet.

CARRIER RESPONSIBLE FOR SAFETY: USDOT 537204
STEVEN H CLAY
1165 MCNAMARA RD
CRESCENT CITY, CA 95531



15A100614AC0003



DEPARTMENT OF TRANSPORTATION
DRIVER AND MOTOR VEHICLE SERVICES
1505 LANA AVE NE, SALEM OREGON 97314

Application for Tow or Recovery Vehicle Business Certificate

REMARKS

INSTRUCTIONS: This application is for a Tow Business Certificate and Tow Plates only. Complete Lines 1 through 8 and sign on Line 9. Send the completed form and fees to: DMV, 1905 Lana Ave. NE, Salem, OR 97314. You **also** must register your vehicle with DMV or Motor Carrier Transportation Division (MCTD). Read the information below and on the back of this form.

TOW BUSINESS CERTIFICATE: A Tow Business Certificate is required for each tow or recovery vehicle operated on Oregon highways. The fee is \$17 and the certificate is valid for one year from the date of application. A fee for original tow identification plates is required. The vehicle must be titled in the same name as listed on Line 4 of this form. You are also required to register with either DMV or MCTD. See "Registering a Tow or Recovery Vehicle" for more information.

WHERE TO REGISTER A TOW OR RECOVERY VEHICLE:

- You must register with DMV if your tow/recovery vehicle has a combined weight of 26,000 pounds or less and is not proportionally registered (prorate) for operation in other states. "Combined weight" means the loaded weight of your vehicle plus the loaded weight of any vehicle towed or recovered. Contact DMV at (503) 945-5000 if you have any questions.
- You must register with MCTD if the combined weight of your tow/recovery vehicle is more than 26,000 pounds. You also may need to register with MCTD on a proportional basis if you operate your tow vehicle in Oregon and other states. Contact MCTD at (503) 378-6699 for more information on registering with MCTD.

VEHICLE DESCRIPTION							
TRANS CODE	MP	EX	PERMIT #	MEMORANDUM RECEIPT #	BATCH CODE		
NEW PLATE #	STICKER #	VEHICLE IDENTIFICATION NUMBER (VIN)			OREGON TITLE #		
PRESENT PLATE #	EXPIRATION DATE	YEAR	MAKE	REGISTERED WEIGHT	COMBINED WEIGHT		\$17 BUSINESS CERTIFICATE FEE
Check One: <input type="checkbox"/> Check here if the vehicle will be registered with MCTD. <input type="checkbox"/> Check here if the vehicle will be registered with DMV. An Application for Registration and required fees must be attached.							
REGISTERED OWNER / BUSINESS NAME (AS SHOWN ON TITLE)				ODL / ID / CUSTOMER #	DATE OF BIRTH	PLATE FEE	
REGISTERED OWNER / BUSINESS ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE)						TOTAL FEE	

INSURANCE INFORMATION	
NAME OF LIABILITY / CARGO INSURANCE COMPANY (NOT AGENT)	LIABILITY POLICY NUMBER
NAME OF CARGO INSURANCE COMPANY (NOT AGENT)	CARGO POLICY NUMBER

Please read the additional instructions and regulations on the other side of this form.

THE ADDRESS WHERE THE VEHICLE MAY BE INSPECTED			
STREET ADDRESS	CITY	COUNTY	TELEPHONE # ()

The owner must certify by completing all applicable statements and sign the *Application for Tow or Recovery Vehicle Business Certificate*. Under Oregon law it is a crime to knowingly affirm falsely to any matter relating to the regulation of towing businesses (ORS 822.605). The offense is a Class C felony, punishable by a jail sentence of 5 years, a fine of up to \$100,000, or both.

I certify that: 1) I comply with insurance requirements for this vehicle and will continue to comply with these requirements until the registration expires or I sell the vehicle; 2) The vehicle meets all safety standards required by Oregon Administrative Rules; 3) I am the registered owner or an authorized representative; 4) All information on this application is accurate; 5) The vehicle shall be used exclusively as described in ORS 822.210; and 6) If applying for DMV registration, the vehicle's combined weight is less than 26,001 pounds and is not subject to Oregon's weight-mile tax.

SIGNATURE X	TITLE	TELEPHONE # ()
VALIDATION		COUNTER DATE STAMP / INITIALS

DEPARTMENT OF MOTOR VEHICLES

P.O. Box 932320 MS H160 Sacramento, CA 94232-3200 (916) 657-7971

OPERATOR/LESSEE/REGISTRANT
STEVEN H CLAY
DBA: NORTHCREST AUTO CENTER
1165 MCNAMARA RD
CRESCENT CITY, CA 95531

OWNER/LESSOR

ISSUED: 01/20/2015 EFFECTIVE: 12/11/2014 EXPIRES: 10/31/2015

Account 36436	Fleet 001	Supp 0001		
TYPE OF CARRIER FOR HIRE				MX
Plate CP92770	Unit 109	Yr-Model 2009	Make FORD	
Unladen Wt 10800	Axles 02	Fuel Type D	Body Type TK	
VIN 3FRWX65F19V096427	Seats			

THE VEHICLE DESCRIBED HEREIN HAS BEEN APPORTIONED BETWEEN THE STATE OF CALIFORNIA AND THE JURISDICTIONS SHOWN BELOW. Canadian Provinces are shown in kilograms, Quebec is shown in axles, all other jurisdictions are shown in pounds. Buses may be identified by the number of seats. No jurisdictions are to be listed after the row of asterisks, or the card is invalid.

CA 26000	OR 26000	*** *****	*** *****	*** *****
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This apportioned Cab Card must be carried in the vehicle at all times. All fees are due to the State of California on or before the expiration date listed above. The cab card is non-transferable and must be surrendered with the license plate(s) if the vehicle is deleted from the fleet.

CARRIER RESPONSIBLE FOR SAFETY; USDOT 537204
STEVEN H CLAY
1165 MCNAMARA RD
CRESCENT CITY, CA 95531



15A012015SC0015

OREGON

TOW BUSINESS CERTIFICATE

33

PLATE NUMBER TW22102	TITLE NUMBER REGISTONLY	PROCESS DATE 050715	EXPIRATION DATE MAR 31, 2016	FUEL TYPE DIESEL	EQUIPMENT NO.
YEAR 2009	MAKE FORD	STYLE TK	MODEL	VEHICLE IDENTIFICATION NUMBER 3FRWX65F19V096427	WEIGHT/LENGTH
TITLE BRANDS == NONE ==				ODOMETER READING	ODOMETER DATE
				ODOMETER MESSAGE	

OWNER/
LESSEE

CLAY, STEVEN H
DBA NORTHCREST AUTO CENTER
1165 MCNAMARA RD
CRESCENT CITY CA 95531

NEW
ADDRESS

ODOMETER READING	ODOMETER DATE
ODOMETER MESSAGE	

0369045

COUNTY OF
RESIDENCE
60

COUNTY OF
USE



REGISTRATION PLATES/STICKER NOTICE
Permanent Registration Card in Process

PLATE: TW22102 STICKER #: 60870624 EXPIRES: 3/31/2016 MAKE: FORD
GROUP PLT: LAST OF VIN: 096427 YEAR: 2009
DECAL TYPE: RET: [REDACTED] UNIT: VP2 INT: MICK
EXISTING PLT: STICKER ONLY: PLATE ONLY:
NAME AND ADDRESS OF REGISTERED OWNER:



CLAY, STEVEN
NORTHCREST AUTO CENTER
1165 MCNAMARA RD
CRESCENT CITY CA 95531

S: [REDACTED]

DEPT. OF TRANSPORTATION
DMV SERVICES
SALEM OREGON 97314

WE ARE PREPARING YOUR PERMANENT REGISTRATION CARD, WHICH WILL BE MAILED IN 2 TO 3 WEEKS.
RETAIN THIS NOTICE UNTIL YOU RECEIVE THE NEW REGISTRATION CARD.

052223 NORTH15030647703 8.00

109

OREGON WEIGHT RECEIPT AND TAX IDENTIFIER
CARRY THIS CREDENTIAL IN THE CAB OF THE POWER UNIT AT ALL TIMES

OREGON DOT, MCTD
3930 FAIRVIEW INDUSTRIAL DR SE
SALEM, OR 97302-1166

NORTHCREST AUTO CENTER
1165 MCNAMARA RD
CRESCENT CITY CA 95531

* * * * *
* RECEIPT NO: CP92770CA *
* BASE STATE: CA *
* LICENSE NO: CP92770 *
* EFFECTIVE: 03/06/2015 *
* EXPIRATION: 12/31/2015 *
* ISSUED: 03/06/2015 *
* 02:40 PM *
* PACIFIC TIME *
* * * * *

ACCT NO: 052223 USDOT NO: 0537204 YEAR: 2009 MAKE: FORD
BODY STYLE: Z VIN: 3FRWX65F19V096427 FUEL CODE: D UNIT #: 109
CLASSES: 7W 4A FEE BASIS: 4 (QUARTERLY MILEAGE) ODOMTR: O M
OWNED: X LEASED: FROM: NONE

AUTHORIZED BY: STEVEN CLAY RECEIPT FEE (14) \$ 8.00
TITLE: REINSTATEMENT FEE (15) \$.00
PHONE: () - SUSPENSION FEE (19) \$.00
FAX 707-465-1660 TOTAL AMOUNT PAID (FXV) \$ 8.00

DECLARED WEIGHTS: SOLO: 26000 COMBO: 28000 ADDITIONAL WEIGHTS & AXLES:

+--- INSTRUCTIONS/COMMENTS: SENT TO: SALEM PREPARED BY: RAA ---+
| | | | |
+---+---+---+---+

THIS RECEIPT IS VALID ONLY FOR THE IDENTIFIED VEHICLE. IT IS NOT VALID IF ALTERED OR WHEN BASE LICENSE PLATE OR VEHICLE INFORMATION CHANGES. CONTACT ODOT TO OBTAIN A NEW RECEIPT.

LIABILITY FOR WEIGHT-MILE TAX CONTINUES UNTIL THIS RECEIPT IS CANCELLED. CONTACT ODOT TO CANCEL THIS RECEIPT. CONFIRMATION WILL BE MAILED TO THE CARRIER'S ADDRESS OF RECORD.

THIS RECEIPT IS A WEIGHT MILE TAX CREDENTIAL AND DOES NOT MEET OREGON REGISTRATION REQUIREMENTS. WITHOUT PROOF OF OREGON REGISTRATION, A HEAVY MOTOR VEHICLE TRIP PERMIT MUST BE OBTAINED.

THIS RECEIPT DOES NOT AUTHORIZE OPERATION IN EXCESS OF LEGAL SIZE OR WEIGHT. CHECK OREGON ROUTE MAPS 1 AND 7 FOR ALLOWABLE LENGTHS ON ROUTES TRAVELED IN OREGON.

** CONTACT ODOT REGISTRATION @ 503-378-6699; OR BY FAX @ 503-378-6880 **
** VISIT ODOT TRUCKING ONLINE @ WWW.OREGONTRUCKINGONLINE.COM **

29

OREGON WEIGHT RECEIPT AND TAX IDENTIFIER
CARRY THIS CREDENTIAL IN THE CAB OF THE POWER UNIT AT ALL TIMES

OREGON DOT, MCTD
3930 FAIRVIEW INDUSTRIAL DR SE
SALEM, OR 97302-1166

NORTHCREST AUTO CENTER
1165 MCNAMARA RD
CRESCENT CITY CA 95531

* * * * *
* RECEIPT NO: CP24559CA *
* BASE STATE: CA *
* LICENSE NO: CP24559 *
* EFFECTIVE: 01/01/2015 *
* EXPIRATION: 12/31/2015 *
* ISSUED: 11/21/2014 *
* 12:43 PM *
* PACIFIC TIME *
* * * * *

ACCT NO: 052223 USDOT NO: 0537204 YEAR: 1991 MAKE: GMC
BODY STYLE: W VIN: 1GDM7H1JOMJ518950 FUEL CODE: D UNIT #: 91
CLASSES: 7W 4A FEE BASIS: 4 (QUARTERLY MILEAGE) ODOMTR: 0 M
OWNED: X LEASED: FROM:

AUTHORIZED BY: STEVEN H CLAY RECEIPT FEE (14) \$ 8.00
TITLE: REINSTATEMENT FEE (15) \$.00
PHONE: (707) 464-2146 SUSPENSION FEE (19) \$.00
TOTAL AMOUNT PAID (FXV) \$ 8.00

DECLARED WEIGHTS: SOLO: 26000 COMBO: 55000 ADDITIONAL WEIGHTS & AXLES:

+--- INSTRUCTIONS/COMMENTS: SENT TO: 190 PREPARED BY: TOL ---+
| | | | |
+---

RENEWAL DOCUMENT ISSUED: 11/21/2014

THIS RECEIPT IS VALID ONLY FOR THE IDENTIFIED VEHICLE. IT IS NOT VALID IF ALTERED OR WHEN BASE LICENSE PLATE OR VEHICLE INFORMATION CHANGES. CONTACT ODOT TO OBTAIN A NEW RECEIPT.

LIABILITY FOR WEIGHT-MILE TAX CONTINUES UNTIL THIS RECEIPT IS CANCELLED. CONTACT ODOT TO CANCEL THIS RECEIPT. CONFIRMATION WILL BE MAILED TO THE CARRIER'S ADDRESS OF RECORD.

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** CONTACT ODOT REGISTRATION @ 503-378-6699; OR BY FAX @ 503-378-6880 **
** VISIT ODOT TRUCKING ONLINE @ WWW.OREGONTRUCKINGONLINE.COM **

NORTHCREST AUTO CENTER

1165 McNamara Rd.

Crescent City, CA 95531

June 8, 2015

FACILITY DESCRIPTION

ADDRESS:

Northcrest Auto Center
1165 McNamara Rd.
Crescent City, CA 95531

ASSESSOR'S PARCEL NUMBER:

17-041-56

COUNTY:

Del Norte County

NARATIVE OF CAPABILITIES

We have a total of 5 tow trucks; 3 Class A Car Carriers, 1 Class A tow truck, 1 Class B tow truck

We also have a Landoll trailer capable of towing RVs and buses that are not towable by a conventional tow truck or car carrier.

Our storage location is at 1165 McNamara Rd, Crescent City. We are able to store up to 100 vehicles including RVs.

**EXHIBIT 2: AGREEMENT FOR REMOVAL
 OF ABANDONED VEHICLES

 BETWEEN THE DEL NORTE COUNTY**

**ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

 AND _____**

THIS AGREEMENT is effective _____ by and between the Del Norte County Abandoned Vehicle Abatement Service Authority (hereinafter referred to as "AVA"), a joint powers authority created by the City of Crescent City and the County of Del Norte, California pursuant to section 22710 of the California Vehicle Code, and _____ (hereinafter referred to as "Contractor"), in accordance with all regulations and guidelines for the abatement of abandoned vehicles as established by the California Highway Patrol (hereinafter "CHP"), and as may be revised from time to time.

RECITALS

WHEREAS, pursuant to California Vehicle Code § 22660, as adopted by Chapters 7.28 and 7.29 of the Del Norte County Code, and § 8.28.070 of the Crescent City Municipal Code, et seq., the County of Del Norte and the City of Crescent City desired to enact a program of abatement, as public nuisances, of all Abandoned, and/or Inoperative Vehicles, or parts thereof, which are left on public or private property in violation of the above referenced code sections; and,

WHEREAS, in 1996 the participating members formed the AVA under the authority of the provisions of the California Vehicle Code § 22710 for the abatement of all Abandoned Vehicles situated within the incorporated and unincorporated areas of Del Norte County California; and,

WHEREAS, the AVA receives a portion of fees paid to the State for vehicle registration to reimburse the costs incurred by the AVA in performing its duties; and,

WHEREAS, pursuant to Sections 22669 (b) and 22710 of the California Vehicle Code the AVA has determined that it is in the furtherance of the public interest to secure the performance of an independent contractor to be charged with the duty to tow, store, recover and dispose of abandoned, wrecked, dismantled, and inoperative motor vehicles on public and private property; and,

WHEREAS, pursuant to Section 22662 of the California Vehicle Code the AVA has determined that commercial channels of disposition are inadequate to fully meet the needs of the public interests, and may exercise the right to operate a suitable site for

processing as scrap, or other disposition consistent with subdivision (e) of California Vehicle Code section 22661; and,

WHEREAS, Contractor warrants that it is qualified and agrees to render the aforesaid services in the incorporated and the unincorporated areas of Del Norte County.

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS. The following definitions apply to this Agreement:

- 1) "Abandoned Vehicle" means a Vehicle that has been cited and the ten-day period after service of the notice of intention to abate and remove the vehicle per Vehicle Code Section 22661 (d) has expired.
- 2) "Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes Street.
- 3) "Inoperative Vehicle" means any motor vehicle which is lacking an engine, transmission, wheels, tires, doors, windshield, or any other part or equipment for the safe operation of the Vehicle upon the highway and which has been declared a hazard to public health, safety and welfare by a peace officer or designated employee of Crescent City, Del Norte County, or the AVA.
- 4) "Owner" as used herein means the person shown to be the last known registered owner, or lien holder, according to Department of Motor Vehicle (DMV) records. When ownership cannot be ascertained from DMV records, owner means the owner of land upon which the Vehicle was abandoned.
- 5) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway except a device moved by human power or used exclusively upon stationary tracks or rails.

B. REQUESTS FOR SERVICE

- 1) Contractor shall provide all services required to effectuate the removal and disposal of abandoned vehicles and parts thereof in accordance with Chapters 7.28 / 7.29 of the Del Norte County Code, Chapter 8.08 or 8.12 of the Crescent City Municipal Code and Division 11 and Chapter 10 of the California Vehicle Code. AVA's request for service may be relied upon by Contractor that the participating member has complied with all procedures required under applicable state and local regulations.

- 2) All requests for service will be generated by an authorized representative of the AVA, including the Del Norte County Code Enforcement Officer, the Crescent City Code Enforcement Officer, the Crescent City Police Chief or the Del Norte County Sheriff, in writing or by telephone. Written request(s) submitted by the AVA to the Contractor must be on a CHP form #180 (or other form approved by the CHP). The request may be submitted to the contractor in person, by US mail, electronic mail with 'read' receipt, or by Facsimile (FAX). When service is requested by telephone, an authorized representative of AVA shall wait at the service location until Contractor arrives and shall provide Contractor with a written request as described above upon Contractor's arrival. Contractor may NOT perform services under this Agreement until AVA has provided written request/ authorization as described above. Service requested by someone other than an authorized representative of AVA is not a valid charge to the AVA. The AVA representative requesting services shall specify the location of storage or disposal on the written request at the time of submittal.

- 3) *Added* Contractor will be available by phone or messaging service twenty-four hours per day, seven days per week. Contractor will not be eligible for additional fees or payments associated with night, weekend, or holiday service regardless of when service is provided. Whenever possible, Contractor shall respond to telephonic requests for service within 30 minutes. Whenever such response is not possible, Contractor shall as soon as practical notify the requesting AVA representative of the delay and provide an estimated response time. The AVA representative may elect to either wait at the vehicle location or submit the request for service in writing.

- 4) Within *was 72* [24] hours of receipt of a written request for service, Contractor must remove, or cause to be removed, such vehicles or parts thereof which are reported to the Contractor as being in violation of the Del Norte County Code Chapters 7.28 or 7.29 and/or Chapter 8.08 or 8.12 of the Crescent city Municipal Code, as described in paragraph 1 herein. Contractor must remove, store and dispose of the vehicle(s) or parts thereof in a lawful manner as directed on the written request for services. Contractor shall transmit a notification whether or not such vehicle(s) or parts thereof have been abated to the applicable participating member from whose jurisdiction the tow originated within 24 hours of towing/abating said Vehicle(s).

Handwritten note:
MAY 19 2015
on last

C. CONTRACTOR'S RESPONSE TO REQUEST FOR SERVICE

- 1) All vehicles or parts thereof, removed by Contractor at the request of AVA, as a public nuisance, must be scrapped or demolished at a place and in the manner required by all applicable laws and regulations and must not be reconstructed or made operable except as provided by California Vehicle Code §§ 5004 and/or 22661 (f). This subsection does not apply to vehicles released by the AVA in accordance with law.
- 2) Contractor shall equip and maintain tow trucks utilized by Contractor to perform services under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and industry standards and practices. Contractor shall tow all vehicles with tow trucks of sufficient weight and equipment to properly and safely tow the wide variety of Vehicles that may be towed under this Agreement. Contractor shall have a sufficient vehicle force to effect the removal of Abandoned, wrecked, dismantled or Inoperative Vehicles. Contractor shall allow inspection of its tow trucks, upon reasonable notice, by the AVA or the City or County or CHP.
- 3) Contractor must not use force, violence, threats of force or violence to enter upon private property to remove the Vehicles or parts thereof if entry to the property is refused by such person having possession thereof. If entry is refused by such person, Contractor shall immediately notify the AVA and the participating member's Code Enforcement/Abatement Officer of such refusal.

D. VEHICLE FRACTIONS AND VEHICLE-RELATED DEBRIS

- 1) Contractor must remove and properly dispose of all vehicle parts as directed by the AVA and provide such other assistance as directed. There will be no additional charge for this assistance.
- 2) In the event a Vehicle contains trash, rubbish, garbage, or other solid or liquid waste, the Contractor shall notify the applicable participating member's Code Enforcement/Abatement Officer who shall arrange for its disposal. Contractor may assess a flat-rate "Additional Unloading Charge" for delivering and unloading AVA-related materials for disposal when directed to do so by the AVA representative requesting service. The Flat Rate Charge shall not exceed that specified in Exhibit B. *NEW*
- 3) Contractor shall prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement. Each tow vehicle used under this Agreement will carry a spill response kit. As required by California Vehicle Code, Contractor will contain and remove any spilled fluids upon taking possession of the vehicle. *NEW*
- 4) In accordance with California Vehicle Code Sections 2450-2454, inclusive, whenever hazardous wastes have been spilled or deposited upon any Highway within the incorporated or unincorporated areas of Del Norte County, the person discovering such hazardous waste shall immediately notify the CHP and take such actions as the CHP may direct.

E. STORAGE

- 1) Regulations governing the removal and disposal of Abandoned Vehicles require that some be stored by Contractor. Vehicles stored by Contractor will be stored at the Contractor's facility unless otherwise directed by the AVA representative requesting service. Contractor's employees, agents and subcontractors must be properly trained to conduct business transactions related to towing, storage and release of Vehicles and other property.
- 2) Contractor must provide adequate storage for Vehicles removed under the terms of this Agreement. Facilities are subject to inspection during regular business hours without notice by the AVA, City, County, or CHP. No such stored Vehicle or parts thereof may be stored upon the public right-of-way, or upon City/County/ State property unless authorized by the proper entity, or upon a property that does not have appropriate County permits for storing and/or processing scrap vehicles. *Size of storage yard*
- 3) Contractor must provide adequate security for Vehicles, parts and property at its approved facility. At a minimum, the area must be fenced and Contractor is responsible

for reasonable care, custody and control of all Vehicles, parts and other property in Contractor's possession.

- 4) Vehicles that are not immediately removed to a licensed dismantler or scrap metal recycling facility may only be stored in a storage area that meets the requirements established by AVA and State and local ordinances.
- 5) Contractor must prevent the spillage or leakage of automotive fluids or other hazardous wastes while performing services pursuant to this Agreement.
- 6) All Vehicles removed by Contractor at the request of the AVA and not authorized for immediate disposal by the AVA as a nuisance (per Section 22851.3 of the California Vehicle Code) must be held and stored as prescribed in California Vehicle Code. AVA is not responsible for the payment of storage fees.
- 7) Vehicles that have been towed by the Contractor from public roads or lands and stored by the Contractor may be released. If the vehicle is claimed by the owner or his or her agent within 15 days of the notice date, the Contractor who is storing the vehicle may collect reasonable fees for services rendered, but may not collect lien sale fees as provided in Section 22851.12 of the Vehicle Code. Storage fees may not be charged if the vehicle was reported stolen prior to the request for service. In the event of a dispute, the storage fee will be determined by the applicable Code Enforcement/Abatement officer. These requirements are not to be construed as requiring a charge when the Contractor would not normally charge for such service. Vehicles may be released only upon presentation of satisfactory proof of ownership in accordance with California Vehicle Code section 22851.3.
- 8) Vehicles may not be released by the Contractor, without a written release from the AVA stating that the either the towing fees and cost have been paid, or the Vehicle was determined at a hearing to have been towed in error. A CHP Form 180 clearly stating that the vehicle may be released to the Registered Owner or the Registered Owner's designated Agent, upon payment of towing and storage fees to the Contractor will be considered written authorization to release the Vehicle. Whenever a Vehicle is released upon payment directly to the Contractor, there will be no charge from the contractor to the AVA for any services rendered in association with such Vehicle released, and Contractor must immediately notify the AVA representative that requested services that the vehicle was released.
- 9) Vehicles towed by Contractor and stored at an AVA facility may be released by the AVA in accordance with policies and procedures developed by the AVA. Contractor does not have authority to release Vehicles stored at an AVA facility. Contractor must refer any request for release of a Vehicle stored at an AVA facility to the AVA in accordance with AVA policies.

*W 7 day
limit for
storage!*

F. VEHICLE DISPOSAL

- 1) Contractor has the sole responsibility to process any Vehicle or parts thereof, stored at Contractor's facility. All such Vehicles or parts must be properly disposed of at a licensed auto dismantler or scrap iron recycler in accordance with the California Vehicle Code and this Agreement. Contractor may not impose any additional fees or charges for disposing of a Vehicle or parts thereof at a local disposal facility.
- 2) Vehicles stored at the AVA facility or on City or County properties are the responsibility of the AVA or the responsible agencies, and the AVA or those agencies shall make arrangements as necessary for their proper disposal.

Good 3) Vehicles that cannot be disposed of locally must be taken to the nearest alternate available facility for proper disposal. Prior approval from the AVA is required before taking any vehicle to an alternate facility. Fees for towing such Vehicles to alternate disposal sites will be as described elsewhere in this Agreement.

4) For Vehicles valued at less than \$300.00, the AVA shall issue a "NOTICE OF VEHICLE TO BE DISMANTLED OR JUNKED" (REG. 462), commonly known as a "junk slip", to facilitate their disposal. Vehicles valued at more than \$300.00, may be sold for scrap or parts, except as provided by California Vehicle Code §§ 5004 and/or 22661 (f), by Contractor at a lien sale to recover the costs of abatement. Whenever a Vehicle valued at more than \$300.00 is sold at a lien sale, there will be no charge to the AVA from the Contractor, unless Contractor submits proof that the monies received from the sale were insufficient to cover the standard costs of abatement.

Added 5) Unless specifically authorized and directed by the AVA representative requesting service, Contractor must not place, cause, allow or suffer the placement of anything into a vehicle, including but not limited to, tires, junk, debris, or any other solid or liquid waste. A violation of this subsection shall constitute an excessive charge pursuant to California Vehicle Code 22658, and a violation of section 4.03 and/or section 4.06 (e) of the Del Norte Solid Waste Management Authority Ordinance 2008-01.

G. DOCUMENTATION AND PERMITS

- 1) Contractor must maintain records of tow services furnished, including a description of the Vehicle(s), date and nature of service(s), amount billed and amount collected. Contractor shall make these records available for inspection by representatives of AVA during normal business hours.
- 2) AVA does not require Contractor to comply with the reporting requirements of Section 11520 of the California Vehicle Code; and any fees and penalties which would otherwise be due the Department of Motor Vehicles are hereby waived, provided that a copy of the decision and order authorizing disposition of the vehicle or CE Form 60, Report of Vehicle Abatement, and CHP Form 180, is retained in the Contractor's business record for a period of three (3) years.
- 3) Excepting the Vehicles stored at an AVA facility or on City or County properties, Contractor must provide for a storage area and a dismantling facility permitted and operating in conformance with all Federal, State and local laws. The storage and dismantling facility must be a California licensed dismantler or scrap metal recycling facility and must be approved by the Del Norte County Community Development Department. Vehicles that cannot be handled by a local facility shall be taken to the nearest alternative lawful disposal facility approved by the AVA. The payment of any State or Federal fees and the procurement of licenses or permits required to transport a Vehicle outside of the State of California for disposal are the responsibility of the Contractor transporting such Vehicle.

H. AVA FURNISHED SERVICES:

- 1) AVA must provide access to and make provisions for Contractor to enter upon public and private lands as required to perform the services described in this Agreement.
- 2) AVA will make available all pertinent data and records to Contractor for review.

I. FEES:

- 1) The fees payable to Contractor for furnishing services under this Agreement will be based upon the zone that the Vehicle or parts thereof were initially acquired in accordance with the fees and service charges set forth in Exhibit B.
- 2) The map delineating the designated zones is attached hereto as Exhibit "A" and incorporated herein by this reference. The "Special Equipment" fee is a surcharge in addition to the "Zone" fee and will only apply when the Vehicle or parts thereof cannot be towed with a Class A, B, or C tow truck, and must be placed on a "Landhaul" type flatbed trailer and/or towed with a "Class D" tow truck. The application of any additional charges may not exceed those listed in Exhibit B, and must be pre-approved by the Code Enforcement/Abatement Officer.

Licenses & permits for transport out of state

- 3) Contractor does not pay and is not reimbursed for disposal charges associated with the services described herein. Disposal charges at the Del Norte County Transfer Station are paid by the AVA. Disposal fees at alternative disposal sites, such as Curry Transfer in Oregon, or other such sites approved by the AVA, are to be billed directly to the AVA, based on receipts and rate sheets for that disposal site. When contractor disposes of a vehicle, Contractor must provide AVA with a legible copy of the weight ticket or receipt showing the date, weight, and cost of disposal.
- 4) There will be no additional charges, other than the "Special Equipment" fee, to AVA, City or County for mileage, labor, storage or any other costs or expenses of Contractor. Fees cover services rendered from tow to final disposal. In the event that a Vehicle, or parts thereof, is stored by Contractor and disposed of to an auto wrecker, Contractor will be entitled to the salvage value of the scrapped or demolished Vehicle(s) or parts thereof in order to offset the costs to the AVA. If the salvage or sale value of the Vehicles or parts thereof is insufficient to cover the costs of towing/storage/disposal, Contractor will be reimbursed for the actual costs of disposal, less the salvage or sale value, after presenting documentation to the satisfaction of the AVA Board of excessive disposal costs for no fewer than 10 vehicles processed in sequence under this Agreement. In no event will Contractor be entitled to payment in excess of the contract fee schedule and reimbursement of the actual costs of disposal.
- 5) If a Vehicle is claimed and released to the vehicle owner or their authorized agent, the costs for towing and storage are to be charged to the Owner and not to the AVA. The fees payable for towing and dismantling services pursuant to this Agreement are to be made available to the Owner of a Vehicle or the owner of the land on which the vehicle is located, when the Vehicle has been issued a "Vehicle Abatement Notice" by the AVA.

J. PAYMENT

- 1) The fees for services under this Contract are due each month within sixty (60) calendar days after receipt by AVA of an invoice covering the service(s) rendered to date. Invoices must be accompanied by proof of delivery to a licensed dismantler or scrap metal recycling facility, or alternative disposal site pre-approved by the AVA. Said proof of deliver must include the date of delivery to the disposal site and include a legible copy of any receipt or scale ticket showing the cost of disposal or value received for scrap.

K. **INSURANCE:** Contractor must maintain the following minimum levels of insurance from an insurance carrier licensed and authorized to do business in California:

- 1) Minimum level of financial responsibility (as required by Section 34631.5 of the California Vehicle Code) – Bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000.00). These minimum standards must include non-owned and hired auto coverage.
- 2) Uninsured Motorist—Legal minimum, combined single limit.
- 3) On-Hook Coverage—Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a. Class A tow truck.....\$25,000.00
 - b. Class B tow truck.....\$50,000.00
 - c. Class C tow truck.....\$100,000.00
 - d. Class D tow truck.....\$100,000.00
- 4) Garage liability—Includes premises and operation. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.00.
- 5) Garage Keepers Liability—Must be the same minimum as on-hook coverage for vehicles in the care, custody and control of Contractor in the storage facility.
- 6) Worker’s Compensation Insurance—Legal minimum requirement. This carrier must waive the right of subrogation against AVA, City, and County.
- 7) Removing a Vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location shall be deemed transporting property subject to normal minimum insurance requirements of Section 34631.5 of the California Vehicle Code.
- 8) Said policies of insurance must remain in force through the life of this Agreement and must be payable on a “per occurrence” basis unless AVA specifically consents to a “claims made” basis. The City of Crescent City, Del Norte County and AVA must be named as additional insureds on all policies. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to AVA prior to commencement of work. The certificate shall include an endorsement providing thirty (30) days advance notice to AVA of any termination or reduction in coverage. Policy cancellation or expiration shall immediately nullify Contractor’s rights under this Agreement; Contractor’s obligation to indemnify, defend and hold harmless the AVA, City and County harmless, however, will survive the expiration or earlier termination of this Agreement.

L. PREVAILING WAGE AND APPRENTICES: Contractor acknowledges awareness of the provisions of the Labor Code, in particular Labor Code Section 1770 to 1780, inclusive, and Title 8 of the California Code of Regulations, Section 200 et seq.; and

shall comply with such provisions before commencing services required by this contract to be performed by employees subject to these provisions. A copy of the relevant prevailing wage must be submitted to the Code Enforcement/ Abatement Officer.

- M. **NON DISCRIMINATORY EMPLOYMENT:** In connection with the services rendered in this Agreement, the Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, or disability. This policy does not require the employment of an unqualified person.
- N. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the AVA during their tenure or for one (1) year thereafter may have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **SUBCONTRACTING:** The contractor may not subcontract any portion of the work required by this contract without the prior written approval of the AVA.
- P. **ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the AVA.
- Q. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, lien sale actions, and Federal Communication Licensing. These Documents and Records must be retained for at least five (5) years after the expiration of this Agreement. Contractor will permit AVA to audit all books, accounts, or records in relation to this contract. Any audit may be conducted on Contractor's premises, or at AVA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from AVA. Failure of Contractor to comply with the inspection requirements is cause for termination. Contractor must refund any monies erroneously charged.
- R. **TERM OF AGREEMENT:** Unless notice of termination is given as provided herein, this Agreement will commence on _____ and will continue until its expiration on _____.
- S. **TITLE:** It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, will be the property of the AVA. The Contractor may retain copies of drawings and other documents. In the event of termination of this Agreement, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to AVA without exception or reservation.
- T. **TERMINATION:**
- 1) If the Contractor fails to provide the services required under this Agreement, or otherwise fails to comply with the terms of this Agreement, or violates any

ordinance, regulation or other law which applies to Contractor's performance under this Agreement, the AVA may terminate this Agreement by giving fifteen (15) calendar days written notice to Contractor.

2) The Contractor will be excused for failure to perform services under this Agreement if said services are impossible or impracticable to perform as a result of acts of God, strikes, labor disputes or other forces over which the contractor has no control.

3) Either party may terminate this Agreement for any reason by giving sixty (60) calendar days written notice to the other party. Notice of termination must be by written notice to the other party and be sent by certified mail, return receipt requested.

- U. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performance of the services herein, Contractor, its agents and employees are acting in an independent capacity and as an independent contractor and not as officers, employees or agents of the City, County, Del Norte Solid Waste Management Authority or AVA.
- V. AMENDMENT: This Agreement may be amended or modified only by a written agreement executed by all parties.
- W. ASSIGNMENT OF PERSONNEL: The Contractor shall assign only qualified personnel to perform services under this Agreement.
- X. JURISDICTION AND VENUE: This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Del Norte County, California.
- Y. INDEMNIFICATION: Contractor shall be responsible for any loss or damage arising from the towing, storage, security of and damage to Vehicles, property and bodily injury arising from Contractor's obligations or performance under this Agreement and Contractor shall indemnify, defend and hold harmless the AVA, City of Crescent City, Del Norte County, and the Del Norte Solid Waste Management Authority from any order, demand, determination, levy, assessment, judgment, settlement or other monetary obligation arising from any action or inaction by Contractor in performing the services under this Agreement, excepting the willful misconduct or negligence solely arising from the actions or inaction of AVA, City, or County.

Z. COMPLIANCE WITH APPLICABLE LAWS: Contractor, its employees, subcontractors, agents and assigns shall, at all times, comply with federal, state and local laws and ordinances.

AA. NOTICES:

Notices to AVA:

Del Norte Abandoned Vehicle Abatement Service Authority
c/o Del Norte Solid Waste Management Authority
1700 State Street
Crescent City, CA 95531

Notices to the Crescent City Code Enforcement Official:

City of Crescent City
Attn: Code Enforcement
377 "J" Street
Crescent City, CA 95531

Notices to the Del Norte County Vehicle Abatement Officer:

County of Del Norte
Attn: Code Enforcement
Community Development Department
981 "H" Street, Suite 110
Crescent City, CA 95531

Notices to Contractor:

Name
Address
_____, CA 95531

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10 day of June, 2015.

**Del Norte County Abandoned Vehicle
Abatement Service Authority**

Contractor

By: _____

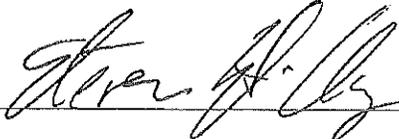
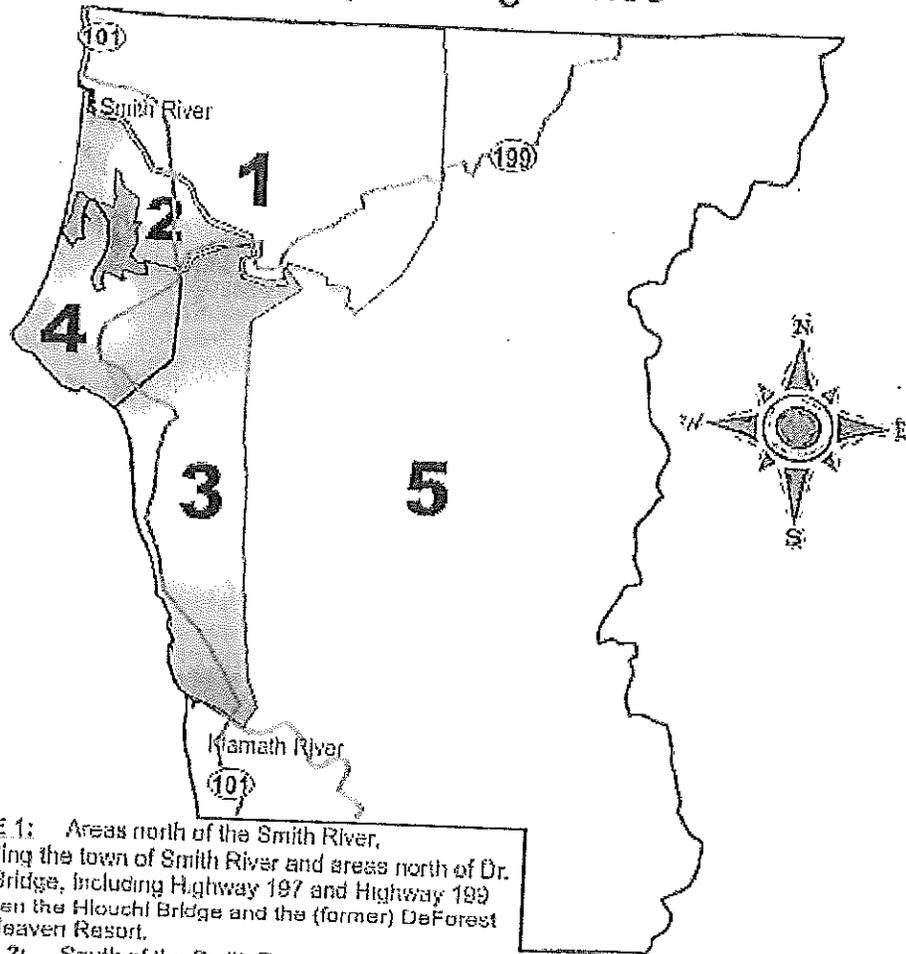
By: 

EXHIBIT A : Del Norte Abandoned Vehicle Authority Towing Zones

Del Norte Abandoned Vehicle Abatement Authority Towing Zones



-  **ZONE 1:** Areas north of the Smith River, including the town of Smith River and areas north of Dr. Fine Bridge, including Highway 197 and Highway 199 between the Hlouchi Bridge and the (former) DeForest Hog Heaven Resort.
-  **ZONE 2:** South of the Smith River and north of Elk Valley X Road, including the areas surrounding Fort Dick, and Highway 199 up to the Hlouchi Bridge.
-  **ZONE 3:** The section of Howland Hill Road within Redwood National and State Park, and areas accessed from Mill Creek Road, including the residences within 200 yards from the intersection of Mill Creek Road and South Fork Road, and along South Fork Road between this intersection and Highway 199. Zone 3 also includes all areas accessed from Highway 101 north of the Klamath River and south of Ender's Beach Road, including Requa Road and Hunter Creek, excluding areas along Highway 169 (Klamath Glen Road) more than 0.3 miles from Highway 101.
-  **ZONE 4:** The Crescent City area south of Elk Valley X Road, including Highway 101, Ender's Beach Road and the areas surrounding Elk Valley Road.
-  **ZONE 5:** All other areas of Del Norte County, including the remaining areas of Klamath, Klamath Glen, and Gasquet.

EXHIBIT B: Fees for Services

Contractor: Northerest Auto Center

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers	5 th Wheel Trailers, Motorhomes, Buses, Or Large trucks
	\$ per regular vehicle	\$ per large vehicle
Zone 1	\$ 100.00	\$ 200.00
Zone 2	\$ 55.00	\$ 185.00
Zone 3	\$ 100.00	\$ 200.00
Zone 4	\$ 45.00	\$ 95.00
Zone 5	\$ 145.00	\$ 225.00

Additional Charges Requiring Pre-Approval by Code Enforcement / Abatement Officer:

1. Winching (after first half-hour): \$ 85.00 per hour
2. Extra Man: \$ 55.00 per hour
3. Sublet Costs for Special Equipment or Services % 30 over documented expenses
4. Secondary Tow to Curry Transfer in Brookings (Carpenterville Road):
\$ 245.00 per tow
5. Secondary Tow for non-motorized trailers and related materials to Del Norte County Transfer Station \$ 95.00 per tow
5. Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash \$ 75.00 per vehicle. Assessment of this flat rate must be pre-approved by the AVA Code Enforcement Officer and does not include disposal charges, which will be paid by the AVA directly.
6. Note that Code Enforcement Officer may specifically request use of and pre-approve payment for use of a "Landhaul" type flat bed trailer and/or towing with a "Class D" tow truck.
\$ 275.00 additional per-tow charge for using 'Landhaul' or 'Class D' truck

Combined Tow truck & trailer