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

Due to current public health emergency resulting from Covid-19, the public may access and participate in in this public meeting online. Details to join the meeting will be on the www.recycledelnorte.ca.gov website. You may submit comments to the Authority Clerk Kyra Seymour via e-mail prior to the meeting at kyra@recycledelnorte.ca.gov, or during the meeting when the Chair calls for Public Comment.

Regular Session Tuesday July 21, 2020 4:00 PM

++

4:00 PM CALL MEETING TO ORDER / ROLL CALL
PLEDGE OF ALLEGIANCE

4:01 PM PUBLIC COMMENTS: ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA.

1. **CEREMONIAL ITEMS:**

1.1 Presentation of a 2020 Green Ribbon Award to Meredith Knowles, Food Rescue Coordinator for the DNATL Food Council's Food Council. **

OPEN SESSION ITEMS:

2. CONSENT AGENDA

2.1 Approve minutes, Regular Session, Tuesday 16 June 2020. **
2.2 Acknowledge payment of claim #8747 for annual dues to the Rural Counties' Environmental Services Joint Powers Authority in the amount of $3,000.00. **
2.3 Approve Inter-departmental transfer for sub-lease payment related to the Del Norte County Transfer Station in the amount of $166.397.88. **
2.4 Approve budget transfer for fiscal year 2019/2020 in the amount of $178,471.00**

END CONSENT AGENDA

3. DIRECTOR'S REPORTS
Agenda items 2.1 through 2.5 are provided for information only

3.1 Director's Report for July 2020. **
3.2 Treasurer / Controller Reports for May 2019 **
3.3 Claims approved by Director & Treasurer for June 2020 **
3.4 Monthly Cash and Charge Reports for June 2020 **
3.5 Earned Revenue Comparisons between FY18/19 and FY19/20 **

DISCUSSION/ACTION ITEMS

4. LANDFILL POSTCLOSURE – No Items

5. TRANSFER STATIONS - No Items

6. COLLECTIONS FRANCHISE – No Items

7. GENERAL SOLID WASTE AUTHORITY MATTERS

7.1 Discussion and possible action regarding adopting a SUPPORT position for AB 1672 regarding labelling of wet wipes, and approval to send related advocacy letters. **

7.2 Discussion and possible action regarding an Agreement with Mary Pitto for Professional Services related to analysis, planning and advocacy for organics and food rescue programs, outreach and facilities serving Del Norte for an amount not to exceed $5,000.00 **

8. ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

8.1 Discussion and possible action regarding status report for the second and third quarters of this fiscal year. **

8.2 Discussion and possible action regarding the release of a request for proposals for Towing and Related Services. **

9. ADJOURNMENT

Adjourn to the next Regular meeting the Del Norte Solid Waste Management Authority scheduled for 4:00 P.M. Tuesday August 18, 2020, anticipated to be convened in a similar on-line format.

2020 Green Ribbon Award

for Outstanding Food Rescue

Meredith Knowles

Food Rescue Coordinator
for the DNATL Food Council

by the Del Norte

Solid Waste Management Authority

for creating a new program that redistributes edible food, addressing food insecurity in Del Norte County and keeping those materials out of landfills, thereby reducing greenhouse gas emissions.

_____ Blake Inscore - Chair, DNSWMA

_____ Tedd Ward - Director, DNSWMA

Printed on minimum 30% post-consumer recycled paper

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

MINUTES

This meeting was convened on-line via ZOOM, with participation instructions posted at www.recycledelnorte.ca.gov.

PRESENT:
Commissioner Blake Inscore, Chair
Commissioner Chris Howard, Vice Chair
Commissioner Jason Greenough
Commissioner Lori Cowan
Commissioner Michael Tomkins
Authority Director Tedd Ward
Authority Clerk Kyra Seymour
Legal Counsel Martha Rice

ABSENT:
Authority Treasurer/Controller Rich Taylor

ALSO PRESENT:
Joel Wallen, Hambro /WSG
David Slagle CEO Hambro/ WSG
Randy Scott, Hambro
Jeremy Herber. Recology Del Norte

Regular Session **Tuesday June 16, 2020** **4:00 PM**

++

4:00 PM CALL MEETING TO ORDER / ROLL CALL
PLEDGE OF ALLEGIANCE

Chair Inscore called the meeting to order at 4:00 P.M..

Roll was called with all Commissioners present as listed.

Chair Inscore led the Pledge of Allegiance.

4:01 PM PUBLIC COMMENTS:

The Chair called for public comment. Seeing none, the Chair closed public comments.

1. **CEREMONIAL ITEMS:**

2.1

1.1 Presentation of a 2020 Green Ribbon Award to Humboldt Moving and Storage for being the only retail business to provide service under the Mattress Recycling Council's Take Back program. **071805**

The Del Norte Solid Waste Management Authority awarded a 2020 Green Ribbon Award for excellent community service and being the only retail business to provide service under the Mattress Recycling Council's Take Back program.

OPEN SESSION ITEMS:

2. CONSENT AGENDA

2.1 Approve minutes, Regular Session, Tuesday 19 May 2020.

2.2 Approve claim #8723 for to the Cal PERS Financial Services Division for Other Post-Employment Benefits (OPEB) in the amount of $140,000.00 **180520**

2.3 Approve budget transfer for fiscal year 2019/2020 in the amount of $ 7,800.00 **022101**

On a motion by Commissioner Howard seconded by Commissioner Cowan, 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 through 2.3

END CONSENT AGENDA

3. DIRECTOR'S REPORTS

Agenda items 2.1 through 2.5 are provided for information only

3.1 Director's Report for June 2020. **231501**

3.2 Treasurer / Controller Reports for March 2019

3.3 Claims approved by Director & Treasurer for May 2020 **031202**

3.4 Monthly Cash and Charge Reports for May 2020

3.5 Earned Revenue Comparisons between FY18/19 and FY19/20

Director Ward presented the reports listed above, which the board accepted.

DISCUSSION/ACTION ITEMS

4. LANDFILL POSTCLOSURE

4.1 Status report regarding placement of k-rails along Hights Access Road to deter vehicular trespassing across the landfill property. **120110**

Director Ward presented the status report regarding placement of k-rails along Hights Access Road to deter vehicular trespassing across the landfill property. The deterrent continues to be successful. No action was taken.

5. TRANSFER STATIONS

5.1 Status report regarding reconfiguration of carpet recycling area at the Del Norte County Transfer Station. **030118**

Director Ward presented the status report regarding reconfiguration of carpet recycling area at the Del Norte County Transfer Station. No action was taken.

6. COLLECTIONS FRANCHISE – No Items

7. GENERAL SOLID WASTE AUTHORITY MATTERS

7.1 Discussion and possible action regarding Authority support for July 4th activities in the greater Crescent City area.**031205, 180510**

On a motion by Commissioner Howard and seconded by Commissioner Cowan, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved up to 3 bins as support for July 4th cleanup activities in the greater Crescent City area.

7.2 Discussion and possible action regarding Draft June 30, 2019 Actuarial Valuation and GASB 75 Report for Fiscal Year Ending June 30, 2020 prepared by MacLeod Watts. **022102**

The Authority received this report and accepted for filing.

7.3 Public Hearing, and discussion and possible action regarding the proposed Del Norte Solid Waste Management Authority budget for Fiscal Year 2020/2021. **022102**

The Chair opened the meeting to public hearing.

In response to a question posed by Commissioner Howard at the prior Authority meeting, Director Ward explained that the proposed budget incorrectly included the amount budgeted for line 10022 as an additional amount under line 10020. Discussion followed. Considering the Board's desire to address these concerns, Director Ward suggested that the amount of budget line 10020 be reduced to $73,187.00 and the overbudgeted amount be moved to line 40610 for expenses related to the northern transfer station property, changing that amount to $294,792.00.

The Chair closed the public hearing.

On a motion by Commissioner Cowan and seconded by Commissioner Howard, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the proposed Del Norte Solid Waste Management Authority budget for Fiscal Year 2020/2021 as presented, and as modified by those specific changes.

10. ADJOURNMENT

Adjourn to the next Regular meeting the Del Norte Solid Waste Management Authority scheduled for 4:00 P.M. Tuesday July 21, 2020. anticipated to be convened in a similar on-line format.

There being no more busines to come before the Authority, Chair Inscore adjourned the meeting at 4:22 P.M.

_____ Date / /

Blake Inscore, Chair
Del Norte Solid Waste Management Authority

ATTEST:

_____ Date / /

Jason Greenough, Secretary
Del Norte Solid Waste Management Authority

Submitted:

_____ Date / /

Kyra Seymour, Clerk
Del Norte Solid Waste Management Authority

Vendor RCRC Environmental
Services JPA
1215 K Street, Ste. 1650
Sacramento CA 95814

Claim ID: 8747

AUDITOR COPY

Vendor ID: 12194

☐ *PBSP Expense*
☐ *Change of Address*

Special Warrant Routing FY 20/21

Fund	Dept	Line	Proj	Amount	Description
422	421	20200		$3,000.00	INV 0000107-IN ESJPA MEMBER DUES 2020-202
		Total Claim:		$3,000.00	

2.2

THEREBY CERTIFY THE ARTICLES OR SERVICES DESCRIBED ON THE ATTACHED INVOICES WERE NECESSARY FOR USE BY THE DEPARTMENT AND HAVE BEEN RECEIVED, AND THAT NO PRIOR CLAIM FOR SAME HAS BEEN

X COPY
Signature of Department Head/Authorized Deputy

7/15/2020
Claim Date

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

COPY

Environmental Services JPA
1215 K Street, Suite 1650
Sacramento, CA 95814
(916) 447-4806

12194
20200

Invoice Number: 0000107-IN
Invoice Date: 7/1/2020
Due Date: Upon Receipt

Bill To:

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

Contact: Tedd Ward
Email: tedd@recycledelnorte.ca.gov

Description	Quantity	Price	Amount
ESJPA Member Dues 2020-2021			6,000.00
ESJPA Member Dues 2020-2021 reduction			3,000.00-

RECEIVED
JUL 14 2020
DNSWMA

Net Invoice:	3,000.00
Sales Tax:	0.00
Invoice Total:	**$ 3,000.00**

2020/2021

DEL NORTE COUNTY TRANSFERS BETWEEN DEPARTMENTS

Del Norte Solid Waste Management Authority
PAYING DEPARTMENT

Del Norte County
RECEIVING DEPARTMENT

Please charge the following line items:					Please credit the following line items:				
DESCRIPTION	FUND #	DEPT. #	LINE ITEM #	AMOUNT	DESCRIPTION	FUND #	DEPT. #	LINE ITEM #	AMOUNT
Sub Lease 08/01/2020	422	421	70530-025	166,397.18	Sub Lease 08/01/2020	101	100	91124-025	123,969.08
					Interest	101	100	90300-025	35,934.00
					Added Payment	101	100	90300-025	6,494.10
TOTAL				$166,397.18	TOTAL				$166,397.18

COPY

DEPARTMENT HEAD SIGNATURE OF PAYING DEPT. — DATE 7/3/2020

DEPARTMENT HEAD SIGNATURE OF PAYING DEPT. — DATE 7/3/2020

If you are unsure of receiving department's account numbers, contact the department to determaine where the money should be credited.
Transfer request will be returned to department if form is not complete.

Transfers between departments should be completed monthly. The transfers should be returned to the Auditor's office by the eighth of each month following the services.

2.3

Sub Lease
Authority pays to County of [illegible]

EXHIBIT F

COPY

BASE RENTAL PAYMENTS

NOTE: The Base Rental Payments below shall conform to the following guidelines:

This schedule is based on an interest rate of 3.32% per annum and indicates what the Base Rental Payments will be over the course of the Facility Sublease. Base Rental Payments shall have an interest only component through July 31, 2006.

The interest component of each Base Rental Payment shall be calculated on the basis of a 360-day year of twelve 30-day months. Any installment of a principal component or an interest component of a Base Rental Payment that is not paid when due shall continue to accrue interest at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law from and including the Base Rental Payment date with respect to which such principal component or interest component is payable to but not including the date of actual payment.

Payment billing statements will be mailed to the Sublessee reflecting the actual amount owed prior to each Base Rental Payment due date. With the exception of the annual fee, any Additional Rental Payments will be billed separately as the cost is incurred.

Payment Date	Principal Component	Interest Component	Base Rental Payment	Additional Rental Payment	Total Payment	Balance Due
1-Aug-04		$0.00	$0.00	$0.00	$0.00	5,787,469
1-Feb-05		$58,681.00	$58,681.00		$58,681.00	
1-Aug-05		$58,681.00	$58,681.00	$10,605.00	$69,286.00	
1-Feb-06		$58,681.00	$58,681.00		$58,681.00	
1-Aug-06	$78,475.09	$58,681.00	$137,156.09	$10,605.00	$147,761.09	
1-Feb-07		$57,378.31	$57,378.31		$57,378.31	
1-Aug-07	$81,080.46	$57,378.31	$138,458.77	$10,369.57	$148,828.35	
1-Feb-08		$56,032.38	$56,032.38		$56,032.38	
1-Aug-08	$83,772.33	$56,032.38	$139,804.71	$10,126.33	$149,931.04	
1-Feb-09		$54,641.76	$54,641.76		$54,641.76	
1-Aug-09	$86,553.57	$54,641.76	$141,195.33	$9,875.02	$151,070.35	
1-Feb-10		$53,204.97	$53,204.97		$53,204.97	
1-Aug-10	$89,427.15	$53,204.97	$142,632.12	$9,615.36	$152,247.48	
1-Feb-11		$51,720.48	$51,720.48		$51,720.48	
1-Aug-11	$92,396.13	$51,720.48	$144,116.61	$9,347.07	$153,463.69	
1-Feb-12		$50,186.70	$50,186.70		$50,186.70	
1-Aug-12	$95,463.69	$50,186.70	$145,650.39	$9,069.89	$154,720.27	
1-Feb-13		$48,602.00	$48,602.00		$48,602.00	4,171,033
1-Aug-13	$98,633.08	$48,602.00	$147,235.08	$8,783.49	$156,018.58	
1-Feb-14		$46,964.69	$46,964.69		$46,964.69	
1-Aug-14	$101,907.70	$46,964.69	$148,872.39	$8,487.60	$157,359.99	
1-Feb-15		$45,273.03	$45,273.03		$45,273.03	
1-Aug-15	$105,291.03	$45,273.03	$150,564.06	$8,181.87	$158,745.93	
1-Feb-16		$43,525.20	$43,525.20		$43,525.20	
1-Aug-16	$108,786.70	$43,525.20	$152,311.89	$7,866.00	$160,177.89	
1-Feb-17		$41,719.34	$41,719.34		$41,719.34	

COPY

1-Aug-17	$112,398.41	$41,719.34	$154,117.75	$7,539.64	$161,657.39
1-Feb-18		$39,853.52	$39,853.52		$39,853.52
1-Aug-18	$116,130.04	$39,853.52	$155,983.57	$7,202.44	$163,186.01
1-Feb-19		$37,925.76	$37,925.76		$37,925.76
1-Aug-19	$119,985.56	$37,925.76	$157,911.32	$6,854.05	$164,765.38
1-Feb-20		$35,934.00	$35,934.00		$35,934.00
1-Aug-20	$123,969.08	$35,934.00	$159,903.08	$6,494.10	$166,397.18
1-Feb-21		$33,876.12	$33,876.12		$33,876.12
1-Aug-21	$128,084.85	$33,876.12	$161,960.97	$6,122.19	$168,083.16
1-Feb-22		$31,749.91	$31,749.91		$31,749.91
1-Aug-22	$132,337.27	$31,749.91	$164,087.18	$5,737.94	$169,825.11
1-Feb-23		$29,553.11	$29,553.11		$29,553.11
1-Aug-23	$136,730.87	$29,553.11	$166,283.98	$5,340.92	$171,624.90
1-Feb-24		$27,283.38	$27,283.38		$27,283.38
1-Aug-24	$141,270.33	$27,283.38	$168,553.71	$4,930.73	$173,484.44
1-Feb-25		$24,938.29	$24,938.29		$24,938.29
1-Aug-25	$145,960.51	$24,938.29	$170,898.80	$4,506.92	$175,405.72
1-Feb-26		$22,515.35	$22,515.35		$22,515.35
1-Aug-26	$150,806.40	$22,515.35	$173,321.74	$4,069.04	$177,390.78
1-Feb-27		$20,011.96	$20,011.96		$20,011.96
1-Aug-27	$155,813.17	$20,011.96	$175,825.13	$3,616.62	$179,441.75
1-Feb-28		$17,425.46	$17,425.46		$17,425.46
1-Aug-28	$160,986.17	$17,425.46	$178,411.63	$3,149.18	$181,560.81
1-Feb-29		$14,753.09	$14,753.09		$14,753.09
1-Aug-29	$166,330.91	$14,753.09	$181,084.00	$2,666.22	$183,750.22
1-Feb-30		$11,992.00	$11,992.00		$11,992.00
1-Aug-30	$171,853.09	$11,992.00	$183,845.09	$2,167.23	$186,012.32
1-Feb-31		$9,139.24	$9,139.24		$9,139.24
1-Aug-31	$177,558.62	$9,139.24	$186,697.85	$1,651.67	$188,349.52
1-Feb-32		$6,191.76	$6,191.76		$6,191.76
1-Aug-32	$183,453.56	$6,191.76	$189,645.33	$1,118.99	$190,764.32
1-Feb-33		$3,146.43	$3,146.43		$3,146.43
1-Aug-33	$189,544.22	$3,146.43	$192,690.65	$568.63	$193,259.29
Total Payments:	$3,535,000.00	$2,065,800.48	$5,600,800.48	$186,668.72	$5,787,469.19

70530-199

Del Norte County Budget Transfer Request FY 19/20

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	10020	Retirement		$ 173
Solid Waste	422	421	20140	Household Expense		$ 258
Solid Waste	422	421	20155	Liability Insurance		$ 64
Solid Waste	422	421	20170	Maintenance - Equipment		$ 320
Solid Waste	422	421	20224	Offie Supplies		$ 321
Solid Waste	422	421	20237	Credit Card Service Fees		$ 3,958
Solid Waste	422	421	20238	TS Collection		$ 1,680
Solid Waste	422	421	20239	Transfer Station Operations		$ 167,337
Solid Waste	422	421	20240-064	Advertising - Oil Grant 17/18	$ 680	
Solid Waste	422	421	20240-071	Advertising - Oil Grant 18/19	$ 3,680	
Solid Waste	422	421	20285-064	Spec. Dept. Exp. - Oil Grant 17/18		$ 680
Solid Waste	422	421	20285-071	Spec. Dept. Exp. - Oil Grant 18/19		$ 3,680
Solid Waste	422	421	90153	Franchise Fees	$ 12,513	
Solid Waste	422	421	91003	Gate Tipping Fees	$ 116,094	
Solid Waste	422	421	91004	Authority Service Fees	$ 45,504	
				Total Amounts	$ 178,471	$ 178,471

Department complete and send to Auitor's Office for transfer number before sending to CAO. Round amounts up to whole dollars.

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why

Department Head Signature

Date

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

County AdministrativeOfficer:
(Under $1000 - CAO approves)

Recommendation:

Approve _____

Deny _____

Submit for Board approval _____

County Administrative Officer

Date

Passed by Board of Commissioners of the Del Norte Solid Waste Management Authority on 21 July 2020

Ayes:
Noes:
Absent:

Attest: Clerk of the Board

By: _____
Kyra Seymour

Blake Inscore, Chair
Del Norte Solid Waste Management Authority

2.4

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.

Director's Report

Date: 16 July 2020
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director
Reporting Period: 13 June 2020 – 15 July 2020

File Number: 231501 – Authority Work Plans

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

Covid-19 and Related Precautions:

During the covid-19 pandemic, Authority staff are using masks and gloves and regularly sanitizing. We now have signs asking customers to wear masks or face coverings and observe social distancing. The Authority has set the following hours for those vulnerable to this virus. Self-haul customers who may be vulnerable are encouraged to use our facilities during these hours, and self-haulers who are less vulnerable are encouraged to come at other times. The hours set for potentially vulnerable self-haulers are:

Del Norte County Transfer Station: Tuesday and Thursday 8 AM to 9 AM.
Klamath Transfer Station: 10 AM to 11 AM on Wednesdays, Fridays & Sundays
Gasquet Transfer Station: 10 AM to 11 AM on Thursdays & Saturdays.

Ceremonial Item 1.1 is the presentation of a 2020 Green Ribbon Award for Outstanding Commercial Take-Back Program to Meredith Knowles, Food Rescue Coordinator for the Del Norte and Adjacent Tribal Lands Food Council.

All claims above $5,000 require separate Board approval, and are placed on the consent agenda for this purpose. **Consent Agenda Item 2.1** is a claim to make our annual payment to the Rural Counties' Environmental Services Joint Powers Authority (ESJPA). This item is included on the agenda, as dues have been six thousand ($6,000) annually for some time. These dues enable participation of both Del Norte County in the Regional Council of Rural Counties (RCRC) as well as the Authority's participation with the ESJPA. RCRC is

comprised of elected supervisors, while the ESJPA also includes more technical staff. The ESJPA generally addresses issues related to solid waste, recycling, composting, hazardous waste management, storm water management. In consideration of the financial strain facing many local governments, the operating budget and membership dues were reduced for the coming fiscal year. Though the Director has already approved payment of this claim, this item was included in the agenda to highlight this $3,000 savings.

Consent Agenda Item 2.3 is the inter-departmental transfer to Del Norte County so they can make timely payments to the I-Bank for the Del Norte County Transfer Station construction.

Consent Agenda Item 2.4 is a budget transfer for fiscal year 2019/2020 in the amount of $178,471. This budget transfer increases the amount of the Transfer Station Operations (20239) line to cover payments to Hambro/WSG. Operations expenses are proportional to revenues (lines 91003 and 91004), so when revenues exceed projections, both must be adjusted at the end of the year. This budget transfer also makes year-end adjustments to oil grant lines, and adds small amounts to budget lines like (20237) credit card expenses which also exceeded budget projections.

Landfill: During this past month, Facilities and Programs Coordinator Seymour worked with Floyd Clemons to complete mowing the top of the landfill prior to inspection by Houawa Moua of the Del Norte County Department of Environmental Health, who serves as the Local Enforcement Agent on behalf of CalRecycle. Ms. Seymour also worked with Authority staff Jeffrey Mathison and Michael McLellon cutting back vegetation and clearing drainage channels. Cutting back vegetation enables predation by hawks on burrowing creatures which create and aggravate drainage problems on the landfill mound.

Transfer Stations: Starting in July, the Klamath Transfer Station is open Fridays from 10 A.M. to 4 P.M. in addition to Sundays and Wednesdays. The Gasquet Transfer Station is now open Thursdays from 10 A.M. to 4 P.M. in addition to Saturdays.

Community Events & Activities: **Authority Treasurer Richard D. Taylor** also serves as Vice-President of the 41st Agricultural District, also known as the 'Fair Board'. He has confirmed that the Fair will not be needed in the usual Authority-allocated bins for their events in August.

Director Ward and Coordinator Seymour participated on a Zoom call with a local group that is advocating for the construction of a Tiny House transitional housing project to address concerns about homelessness. Staff input related to planning for trash and recycling services, and possibly composting activities at such facilities.

Advocacy: **Agenda Item 7.1** is a sample letter supporting AB 1672, regarding the labelling of wet wipes. Staff discussed this concern with Jason Wylie of Crescent City, and he confirmed that these wipes should not be flushed, that they have been creating clogging issues at some points in the sewer lines, and that the people responsible for the sewer lines and the wastewater treatment plant agree that these are problem products.

Compliance: **Agenda Item 7.2** is a professional services agreement with Mary Pitto for an amount not-to-exceed $5,000. Ms. Pitto has worked for the Rural Counties' ESJPA and has specifically been tracking SB 1383 and the associated regulations calling for dramatic increase in food rescue and organics recovery. With this background, she is somewhat uniquely qualified to advise rural communities like ours on compliance strategies. Furthermore, as she continues as a contractor for the ESJPA, she will continue to track SB 1383 requirement in general. This agreement would allow for staff to confer and work with Ms. Pitto in identifying key dates, milestones, planning efforts, analysis, working groups, resolutions, contractors, facilities, and programs to help Del Norte cost-effectively address with these requirements.

Statewide Commission on Recycling Markets and Curbside Recycling: Director Ward has attended two meetings of this Commission, and will also be participating on the Organics Committee which will start meeting next month. More information may be found here: **https://www.calrecycle.ca.gov/markets/commission/**

Personnel: Since the start of the outbreak, schedules have been adjusted and staff are working from home when possible to reduce inter-staff contact. Refuse site attendants are wearing masks or face shields and gloves, and regularly sanitizing.

During the past month, in consultation with the Chair, two staff were placed on administrative leave for several days following potential exposure to one of the persons hospitalized for the covid-19 virus. One staff person was granted 8.25 administrative leave days and has since returned to work. The second employee is expected to be off for three days. With a staff of nine, both precautionary self-quarantine and the potential for the virus to be spread among and from our staff create significant potential concerns.

Solid Waste
Balance Sheet
May 31, 2020

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	1,322,089.07
422 010 00300	Imprest Cash	3,500.00
422 010 00500	I Bank Loan Deposit Held by County	198,177.17
422 010 01100	Accounts Receivable	4,079.55
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	(158,444.00)
422 010 03450	Accum Depr Bldg & Improv	(223,435.00)
422 010 03460	Accum Depr Transfer Station	(1,082,227.00)
	Total Assets	4,123,812.87

LIABILITIES AND FUND EQUITY

422 010 05210	Sublease Payable	2,513,212.50
422 010 05300	Compensated Absences Payable	57,426.74
422 010 05400	Deferred Revenue	3,244.68
422 010 05500	Post Closure Liability	2,046,994.00
422 010 05600	Net OPEB Obligation	423,573.00
422 010 07100	Fund Balance	(1,783,505.02)
422 010 09600	Investment in Capital Assets net of related debt	671,843.00
	Revenue	3,278,013.62
	Expenditure	(3,086,989.65)
	Total Liabilities and Fund Equity	4,123,812.87

RECEIVED
JUN 24 2020
DNSWMA

3.2

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of July 1, 2020

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
A	114.44	0.00	0.00	0.00	0.00	114.44
A	141.81	0.00	0.00	0.00	0.00	141.81
A	31.38	92.62	0.00	0.00	0.00	124.00
A ***HOLD***	0.00	0.00	0.00	0.00	989.02	989.02
A	2,191.65	0.00	0.00	0.00	0.00	2,191.65
B	72.29	0.00	0.00	0.00	0.00	72.29
B	23.07	0.00	0.00	0.00	0.00	23.07
B	48.50	0.00	0.00	0.00	0.00	48.50
B	276.17	56.91	56.91	173.79	0.00	563.78
C	132.27	0.00	0.00	0.00	0.00	132.27
C	0.00	0.00	0.00	0.00	0.01	0.01
C	1,184.07	66.34	0.00	0.00	0.00	1,250.41
C	10.77	0.00	0.00	0.00	0.00	10.77
C	100.24	0.00	0.00	0.00	0.00	100.24
C	106.74	0.00	0.00	0.00	0.00	106.74
C	309.14	0.00	0.00	0.00	0.00	309.14
C	212.67	0.00	0.00	0.00	0.00	212.67
C	19.97	0.00	0.00	0.00	0.00	19.97
D	307.55	0.00	0.00	0.00	0.00	307.55
D	9.23	0.00	0.00	0.00	0.00	9.23
D	8.00	156.91	0.00	0.00	0.00	164.91
D	23.66	6.54	0.00	0.00	0.00	30.20
D	407.56	0.00	0.00	0.00	0.00	407.56
D	0.00	0.00	0.00	0.00	284.07	284.07
E	408.73	0.00	0.00	0.00	0.00	408.73
E	86.13	0.00	0.00	0.00	0.00	86.13
E	81.51	0.00	0.00	0.00	0.00	81.51
F	391.19	0.00	0.00	0.00	0.00	391.19
G	527.55	0.00	0.00	0.00	0.00	527.55
G	172.90	0.00	0.00	0.00	0.00	172.90
G	139.95	0.00	0.00	0.00	0.00	139.95
G	27.68	18.77	0.00	0.00	0.00	46.45
G ***CLOSED***	11.03	0.00	55.14	0.00	551.42	617.59
H	38.95	0.00	0.00	0.00	0.00	38.95
H	26.15	0.00	0.00	0.00	0.00	26.15
H	138.64	0.00	0.00	0.00	0.00	138.64
H	127.66	142.13	0.00	0.00	0.00	269.79
H	302.07	0.00	0.00	0.00	0.00	302.07
I	17.22	0.00	0.00	0.00	0.00	17.22
J	247.61	0.00	0.00	0.00	0.00	247.61
J	333.14	0.00	0.00	0.00	0.00	333.14
K	102.58	52.00	75.05	0.00	0.00	229.63
K	1,005.73	0.00	0.00	0.00	0.00	1,005.73
L	18.45	33.84	46.14	0.00	0.00	98.43
L	406.34	50.61	0.00	0.00	0.00	456.95
M	17.82	0.00	9.00	0.00	0.00	26.82

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of July 1, 2020

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
M	113.41	0.00	0.00	0.00	0.00	113.41
M	83.48	0.00	0.00	0.00	0.00	83.48
N	294.82	0.00	0.00	0.00	0.00	294.82
N	27.22	0.00	0.00	0.00	0.00	27.22
N	157.51	0.00	0.00	0.00	0.00	157.51
N	8.00	0.00	0.00	0.00	0.00	8.00
N	436.22	0.00	0.00	0.00	0.00	436.22
P	0.00	300.00	0.00	0.00	0.00	300.00
P	273.76	0.00	0.00	0.00	0.00	273.76
P	63.72	0.00	0.00	0.00	0.00	63.72
P	23.07	0.00	0.00	0.00	0.00	23.07
P	40.29	0.00	0.00	0.00	0.00	40.29
P ***COLLECTIONS***	0.00	0.00	0.00	0.00	682.16	682.16
R	153.65	0.00	87.67	0.00	0.00	241.32
R	119,393.12	0.00	0.00	0.00	0.00	119,393.12
R	15,373.83	200.00	0.00	0.00	0.00	15,573.83
R	8,670.13	7,425.49	0.00	0.00	0.00	16,095.62
R	567.30	0.00	0.00	0.00	0.00	567.30
R ***COLLECTIONS***	0.00	0.00	0.00	0.00	1,503.53	1,503.53
R	664.41	0.00	0.00	0.00	0.00	664.41
R	902.81	0.00	0.00	0.00	0.00	902.81
R	0.00	98.74	0.00	0.00	0.00	98.74
R	244.49	0.00	0.00	0.00	0.00	244.49
R	129.55	0.00	0.00	0.00	0.00	129.55
R	55.37	0.00	0.00	0.00	0.00	55.37
R	18.77	0.00	0.00	0.00	0.00	18.77
S	53.83	0.00	0.00	0.00	0.00	53.83
S	9.23	0.00	0.00	0.00	0.00	9.23
S	3,284.91	0.00	0.00	0.00	0.00	3,284.91
S	63.06	0.00	0.00	0.00	0.00	63.06
S	23.07	39.80	0.00	0.00	0.00	62.87
S	95.38	0.00	0.00	0.00	0.00	95.38
S	5,738.29	0.00	0.00	0.00	0.00	5,738.29
S	29.22	0.00	0.00	0.00	0.00	29.22
T	105.39	209.98	8.05	0.00	0.00	323.42
T	79.98	0.00	0.00	0.00	0.00	79.98
T	1,934.36	942.79	0.00	0.00	0.00	2,877.15
T	139.96	0.00	0.00	0.00	0.00	139.96
T	28.31	0.00	0.00	0.00	0.00	28.31
V	2,317.76	0.00	0.00	0.00	0.00	2,317.76
Y	147.08	184.74	0.00	0.00	0.00	331.82
Y ***HOLD***	1.86	0.00	0.92	0.93	167.35	171.06
TOTAL	**172,106.83**	**10,078.21**	**338.88**	**174.72**	**4,177.56**	**186,876.20**

CLAIMS APPROVED BY THE DIRECTOR

Del Norte Solid Waste Management Authority

Claims for June 2020

Date Paid	Paid to:	Budget	Amt. Paid	Description	Claim #
6/1/2020	DNC Information Technology	20223	$ 55.42	Postage, Apr 2020	Interdepartmental
6/1/2020	DNC Information Technology	20223	$ 51.09	Postage, May 2020	Interdepartmental
6/1/2020	DNC Auditor	70530-199	$ 7,560.00	Interfund Cost Plan, May 2020	Interdepartmental
6/1/2020	Taylor, Richard D	20235	$ 400.00	Treasurer/Controller Services May 2020	8720
6/2/2020	U S Bank Corp P S	20224	$ 36.73	INV 21561 Nitrile Exam Gloves XL, 2	8721
	U S Bank Corp P S	20224	$ 74.15	ORD 114-3549074-1599435 Nitrile Exam Glove L, 4	
	U S Bank Corp P S	20224	$ 69.29	ORD 114-3597435-7402613 High Perform Gloves M, 3	
	U S Bank Corp P S	20224	$ 46.27	INV 21353 Nitrile Exam Gloves XL, 3	
	U S Bank Corp P S	20140	$ 4.55	TR 02283 Clx Liq Blch, 1	
	U S Bank Corp P S	20140	$ 21.37	TR 02283 Bounty Sas 12 Pk, 1	
	U S Bank Corp P S	20224	$ 61.22	ORD 114-4346886-6960260 Hvy Duty Vinyl Gloves L, 3	
	U S Bank Corp P S	20140	$ (19.32)	ORD 113-2362067-5389806 Aloe Vera Gel Refund	
	U S Bank Corp P S	20232-002	$ 14.99	INV20407803 Zoom Std Pro 05/13-06/12/20	
	U S Bank Corp P S	20224	$ 429.98	ORD 114-9477010-5968231 Topaz Sig Pad, 2	
	U S Bank Corp P S	20224	$ 2.14	RCPT 258991 Nitrile Gloves L 10Pk, 1	
	U S Bank Corp P S	20224	$ 8.59	RCPT 258 9679 0022 Nitrile Exam Glove L/XL	
	U S Bank Corp P S	20140	$ 13.96	TRAN 1993328 Aktive Hand San 12Z, 2	
	U S Bank Corp P S	20140	$ 3.22	TRAN 1993328 Ra Alcohol Iso 70% 32Z, 1	
	U S Bank Corp P S	20224	$ 10.72	TRAN 1993328 12Pin 8.5x11Bk Fr Load Do, 2	
	U S Bank Corp P S	20140	$ (21.90)	ORD 113-0230156-0571441 Alc Wipes Refund	
6/2/2020	Curry Transfer Roto-Rooter	20140	$ 187.05	INV 66074760 KTS PortaPotty May 2020	8722
	Curry Transfer Roto-Rooter	20140	$ 109.65	INV 66074759 GTS PortaPotty May 2020	
6/4/2020	G.H. Outreach	20285	$ 60.00	INV 663927 May 2020 Recycling Services	8724
6/4/2020	Bi-Coastal Media	20240-072	$ 942.00	INV 8075-3 KPOD-AM Hambro CRV Ads May 2020, 162	8725
	Bi-Coastal Media	20240-072	$ 1,014.00	INV 8075-2 KPOD-FM Hambro CRV Ads May 2020, 162	
	Bi-Coastal Media	20240-072	$ 1,032.00	INV 8075-1 KCRE-FM Hambro CRV Ads May 2020, 162	
6/4/2020	DNC Information Technology	20230	$ 34.97	INV 263 Labor, Board Meeting 02/18/20	Interdepartmental
6/4/2020	DNC Information Technology	20230	$ 40.79	INV 328 Labor, Board Meeting 03/17/20	Interdepartmental
6/6/2020	DNC Auditor	20237	$ 4,342.81	Debit/Credit Mo May 2020	Interdepartmental
6/18/2020	Hambro/Waste Solutions Group	20239	$ 194,671.00	INV 2020-05 Materials Management May 2020	8726
6/18/2020	Butcher, Andrew	20231	$ 750.00	INV 000008-R-0011 IT Services Jul 2020	8727
6/23/2020	Country Media, Inc.	20240	$ 288.00	INV 433206 Clean Sweep Ad 05/15/20, 1	8728
	Country Media, Inc.	20240	$ 288.00	INV 434965 Clean Sweep Ad 05/22/20, 1	
6/23/2020	Floyd L. Clemann	20239-001	$ 570.00	INV 757491 Vegetation Control 06/02/20	8729
6/23/2020	Recology Del Norte	20238	$ 2,090.10	INV 4504 Klamath Beach Rd 05/20 Bin Pulls	8730
	Recology Del Norte	20238	$ 627.03	INV 4503 Old Gasquet Toll Rd 05/20 Bin Pulls	
6/23/2020	Humboldt Petroleum, Inc.	20171	$ 876.60	INV 007408 Replace Tires 4-Runner	8731
6/23/2020	MacLeod Watts Inc.	20231	$ 3,000.00	INV 200610DNSWM Actuarial Valuation As Of 06/30/19	8732
6/23/2020	Black Rice & Luna LLP	20234	$ 451.00	INV 554 Legal Services May 2020	8733
6/23/2020	United States Cellular	20121	$ 102.16	INV 0377239656 06/04-07/03/20 Cell Service	8734
6/23/2020	Hi-Tech Security	20236	$ 72.00	INV 20-05164 Comm Security Monitoring Jul-Sep 2020	8735
6/23/2020	Canon Financial Services, Inc.	20221	$ 73.43	INV 21574876 Printing Charges May 2020	8736
	Canon Financial Services, Inc.	20250	$ 142.02	INV 21574876 Contract Rental June 2020	
6/23/2020	Recology Del Norte	20288	$ 687.07	BILL 05836903 1001 Front St - Cultural Cntr	8737
	Recology Del Norte	20283	$ 525.88	BILL 05836929 500 Cooper Ave - County Yard	
	Recology Del Norte	20288	$ 290.17	BILL 05836937 900 Tenth St - City Yard	
6/30/2020	DNC Auditor	20155	$ 616.00	P, L & MM Ins. 19/20 4th Qtr	Interdepartmental
6/30/2020	DNC Information Technology	20223	$ 55.09	Postage, Jun 2020	Interdepartmental
6/30/2020	DNC Auditor	70530-199	$ 7,558.00	Interfund Cost Plan, Jun 2020	Interdepartmental
	TOTAL		$ 230,319.29		

3.3

DNSWMA
GRAND TOTALS
June 2020

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	**33.47%**	
DNCTS Cash Total	41,492.17	20,873.93	*62,366.10*
DNCTS Charge Total	120,324.58	60,533.05	*180,857.63*
DNCTS Credit/Debit	47,141.04	23,715.77	*70,856.81*
DNCTS Adjustment	-540.39	540.39	*0.00*
DNCTS Totals	208,417.39	105,663.15	*314,080.54*
Klamath Cash Total		8,172.25	8,172.25
Klamath Charge Total			
Klamath Adjustment			
Klamath Totals		8,172.25	*8,172.25*
Gasquet Cash Total		2,313.63	2,313.63
Gasquet Charge Total		172.90	*172.90*
Gasquet Adjustment			
Gasquet Totals		2,486.53	*2,486.53*
GRAND TOTALS	***208,417.39***	***116,321.93***	***324,739.32***

3.4

DNSWMA

GASQUET TRANSFER STATION - DEPOSITS

June-2020

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets	Notes
June 6, 2020	295.51	82.18	377.69	($0.05)	377.74	377.69		377.69	35	
June 13, 2020	274.02	164.04	438.06		438.06	438.06	74.02	512.08	29	
June 20, 2020	544.66	36.00	580.66	$9.11	571.55	580.66		580.66	44	
June 27, 2020	730.93	186.29	917.22	$0.27	916.95	917.22	98.88	1,016.10	44	
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
TOTAL	$ 1,845.12	$ 468.51	**$ 2,313.63**	$9.33	$ 2,304.30	**$ 2,313.63**	$ 172.90	**$2,486.53**	**152**	

	TOTAL SALES (CASH + CHARGE)	
Date	**Thursday**	**Saturday**
June 6, 2020		377.69
June 13, 2020		512.08
June 20, 2020		580.66
June 27, 2020		1,016.10
TOTALS	***$0.00***	***$2,486.53***
DAILY AVERAGE		$621.63

DNSWMA

KLAMATH TRANSFER STATION - DEPOSITS

June-2020

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets
June 3, 2020	426.10	370.06	796.16		796.16	796.16		796.16	29
June 7, 2020	812.22	18.45	830.67	0.10	830.57	830.67		830.67	40
June 10, 2020	920.65	21.61	942.26		942.26	942.26		942.26	29
June 14, 2020	1,415.29	21.61	1,436.90	0.25	1,436.65	1,436.90		1,436.90	48
June 17, 2020	832.96	31.06	864.02	(0.15)	864.17	864.02		864.02	29
June 21, 2020	1,368.33	57.10	1,425.43	0.04	1,425.39	1,425.43		1,425.43	40
June 24, 2020	567.75	36.00	603.75	0.21	603.54	603.75		603.75	34
June 28, 2020	1,100.26	172.80	1,273.06	0.27	1,272.79	1,273.06		1,273.06	50
			0.00			0.00		0.00	
			0.00			0.00		0.00	
			0.00			0.00		0.00	
			0.00			0.00		0.00	
			0.00			0.00		0.00	
			0.00			0.00		0.00	
TOTAL	7,443.56	728.69	**$ 8,172.25**	0.72	8,171.53	**$ 8,172.25**	$ -	**$8,172.25**	**299**

	TOTAL SALES (CASH + CHARGE)		
Date	**Wednesday**	**Friday**	**Sunday**
June 3, 2020	796.16		
June 7, 2020			830.67
June 10, 2020	942.26		
June 14, 2020			1,436.90
June 17, 2020	864.02		
June 21, 2020			1,425.43
June 24, 2020	603.75		
June 28, 2020			1,273.06
TOTALS	***3,206.19***	***0.00***	***$4,966.06***
DAILY AVERA	801.55		$1,241.52

DNSWMA
KLAMATH TRANSFER STATION
2019 / 2020 Monthly Totals

Month	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets
July	$ 5,713.24	$ 1,163.43	**$ 6,876.67**	$19.47	$ 6,857.20	**$ 6,876.67**	$ 622.30	$ 7,498.97	273
August	$ 5,499.80	$ 1,244.37	**$ 6,744.17**	$19.16	$ 6,725.01	**$ 6,744.17**	$ 371.21	$ 7,115.38	281
September	$ 5,445.12	$ 1,132.45	**$ 6,577.57**	$15.44	$ 6,562.13	**$ 6,577.57**		$ 6,577.57	281
October	$ 4,215.72	$ 1,073.44	**$ 5,289.16**	($6.25)	$ 5,295.41	**$ 5,289.16**		$ 5,289.16	246
November	$ 3,018.15	$ 656.11	**$ 3,674.26**	$0.19	$ 3,674.07	**$ 3,674.26**		$ 3,674.26	192
December	$ 2,876.43	$ 628.03	**$ 3,504.46**	$3.23	$ 3,501.23	**$ 3,504.46**	$ 37.50	$ 3,541.96	181
January	$ 4,150.80	$ 898.22	**$ 5,049.02**	$23.20	$ 5,025.82	**$ 5,049.02**		$ 5,049.02	203
February	$ 4,156.79	$ 1,490.50	**$ 5,647.29**	$14.00	$ 5,633.29	**$ 5,647.29**	$ 58.16	$ 5,705.45	204
March	$ 4,094.98	$ 1,067.60	**$ 5,162.58**	$0.74	$ 5,161.84	**$ 5,162.58**		$ 5,162.58	229
April	$ 5,171.05	$ 589.76	**$ 5,760.81**	($0.95)	$ 5,761.76	**$ 5,760.81**		$ 5,760.81	243
May	$ 6,829.99	$ 736.25	**$ 7,566.24**	$2.20	$ 7,564.04	**$ 7,566.24**		$ 7,566.24	317
June	$ 7,443.56	$ 728.69	**$ 8,172.25**	$0.72	$ 8,171.53	**$ 8,172.25**		$ 8,172.25	299
Total	$ 58,615.63	$ 11,408.85	**$ 70,024.48**	$91.15	$ 69,933.33	**$ 70,024.48**	$ 1,089.17	**$ 71,113.65**	**2949**

TOTAL SALES (CASH + CHARGE)

Month	Wednesday	Friday	Sunday	Total
July	$3,240.22	$838.55	$3,420.20	$7,498.97
August	$3,144.45	$925.68	$3,045.25	$7,115.38
September	$1,916.32	$352.68	$4,308.57	$6,577.57
October	$1,519.65		$3,769.51	$5,289.16
November	$1,015.80		$2,658.46	$3,674.26
December	$1,095.05		$2,446.91	$3,541.96
January	$1,703.28		$3,345.74	$5,049.02
February	$1,636.31		$4,069.14	$5,705.45
March	$1,139.97		$4,022.61	$5,162.58
April	$3,172.53		$2,588.28	$5,760.81
May	$3,065.82		$4,500.42	$7,566.24
June	$3,206.19		$4,966.06	$8,172.25
TOTALS	***$25,855.59***	***$2,116.91***	***$43,141.15***	***$71,113.65***
MONTHLY	$2,154.63	$705.64	$3,595.10	

DNSWMA

GASQUET TRANSFER STATION - DEPOSITS

June-2020

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets	Notes
June 6, 2020	295.51	82.18	377.69	($0.05)	377.74	377.69		377.69	35	
June 13, 2020	274.02	164.04	438.06		438.06	438.06	74.02	512.08	29	
June 20, 2020	544.66	36.00	580.66	$9.11	571.55	580.66		580.66	44	
June 27, 2020	730.93	196.29	927.22	$0.27	926.95	927.22	98.88	1,026.10	44	
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
			0.00			0.00		0.00		
TOTAL	$ 1,845.12	$ 478.51	**$ 2,323.63**	$9.33	$ 2,314.30	**$ 2,323.63**	$ 172.90	**$2,496.53**	**152**	

	AL SALES (CASH + CHA	
Date	**Thursday**	**Saturday**
June 6, 2020		377.69
June 13, 2020		512.08
June 20, 2020		580.66
June 27, 2020		1,026.10
TOTALS	***$0.00***	***$2,496.53***
DAILY AVERAGE		$624.13

GASQUET TRANSFER STATION
2019 / 2020 Monthly Totals

Month	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	TOTAL Cash + Charge	Tickets
July	$ 1,534.62	$ 776.82	$ 2,311.44	$0.78	$ 2,310.66	$ 2,311.44	$18.45	$ 2,329.89	151
August	$ 1,966.45	$ 1,091.34	$ 3,057.79	$0.31	$ 3,057.48	$ 3,057.79	$311.39	$ 3,369.18	192
September	$ 1,416.92	$ 373.48	$ 1,790.40	($0.42)	$ 1,790.82	$ 1,790.40	$212.53	$ 2,002.93	147
October	$ 1,570.73	$ 288.77	$ 1,859.50	($0.40)	$ 1,859.90	$ 1,859.50	$252.13	$ 2,111.63	117
November	$ 1,373.70	$ 289.50	$ 1,663.20	$4.06	$ 1,659.14	$ 1,663.20	$21.15	$ 1,684.35	135
December	$ 830.80	$ 292.33	$ 1,123.13	$1.21	$ 1,121.92	$ 1,123.13	$100.45	$ 1,223.58	90
January	$ 698.54	$ 304.22	$ 1,002.76	($0.26)	$ 1,003.02	$ 1,002.76	$42.84	$ 1,045.60	88
February	$ 1,347.57	$ 704.20	$ 2,051.77	($0.13)	$ 2,051.90	$ 2,051.77	$9.00	$ 2,060.77	149
March	$ 1,096.20	$ 273.82	$ 1,370.02	($0.01)	$ 1,370.03	$ 1,370.02	$142.74	$ 1,512.76	98
April	$ 1,288.40	$ 574.59	$ 1,862.99	($2.59)	$ 1,865.58	$ 1,862.99	$185.80	$ 2,048.79	141
May	$ 1,925.40	$ 232.22	$ 2,157.62	($6.00)	$ 2,163.62	$ 2,157.62	$151.03	$ 2,308.65	153
June	$ 1,845.12	$ 478.51	$ 2,323.63	$9.33	$ 2,314.30	$ 2,323.63	$172.90	$ 2,496.53	152
Total	$ 16,894.45	$ 5,679.80	**$ 22,574.25**	$5.88	$ 22,568.37	**$ 22,574.25**	$1,620.41	**$ 24,194.66**	**1613**

TOTAL SALES (CASH + CHARGE)

Month	Thursday	Saturday	TOTALS
July	$678.11	$1,651.78	$2,329.89
August	$987.69	$2,381.49	$3,369.18
September	$603.40	$1,399.53	$2,002.93
October		$2,111.63	$2,111.63
November		$1,684.35	$1,684.35
December		$1,223.58	$1,223.58
January		$1,045.60	$1,045.60
February		$2,060.77	$2,060.77
March		$1,512.76	$1,512.76
April		$2,048.79	$2,048.79
May		$2,308.65	$2,308.65
June		$2,496.53	$2,496.53
Total	***$2,269.20***	***$21,925.46***	***$24,194.66***
MONTHLY AVERAGE	$756.40	$1,827.12	

DNSWMA

DEL NORTE COUNTY TRANSFER STATION

2019 / 2020 Monthly Totals

Month	Cash/Checks	Over/Short	Credit Cards	Charges	Grand Total	Check		Tickets
July	60,898.15	(48.24)	57,124.75	225,137.82	343,160.72	343,160.72		7,084
August	55,431.57	(22.57)	54,944.65	203,146.81	313,523.03	313,523.03		6,844
September	50,884.59	29.32	51,685.00	185,233.25	287,802.84	287,802.84		6,111
October	48,322.38	(126.31)	66,163.76	196,379.21	310,865.35	310,865.35		6,001
November	45,931.79	58.32	45,829.09	165,588.47	257,349.35	257,349.35		5,584
December	37,260.94	(19.36)	38,108.84	168,916.32	244,286.10	244,286.10		5,135
January	37,822.32	3.12	46,338.80	178,726.06	262,887.18	262,887.18		4,938
February	43,983.33	1.39	51,356.08	175,038.86	270,378.27	270,378.27		5,426
March	44,964.40	(55.07)	55,535.04	169,259.37	269,758.81	269,758.81		5,713
April	52,007.65	(2.99)	64,428.17	153,277.43	269,713.25	269,713.25		6,364
May	61,804.66	(19.74)	72,426.76	159,424.79	293,656.21	293,656.21		7,183
June	62,366.10	26.21	70,856.81	180,857.63	314,080.54	314,080.54		7,583
Total	***$601,677.88***	***($175.92)***	***$674,797.75***	***$2,160,986.02***	***$3,437,461.65***	***$3,437,461.65***		73,966

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: JUNE 2020

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	AmExp	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total
1	$ 2,205.12	$ 144.09	$ 2,349.21	$ 1,878.61	$ 76.90	$ 36.91		$ 1,992.42	$ 8,435.61	$ 12,777.24	$ 1,562.93	$ 786.28	($3.93)	$ 2,345.28
2	$ 1,719.29	$ 69.78	$ 1,789.07	$ 2,006.27	$ 40.30		$ 21.53	$ 2,068.10	$ 9,228.57	$ 13,085.74	$ 1,190.27	$ 598.80	$0.01	$ 1,789.08
3	$ 2,274.41	$ 144.11	$ 2,418.52	$ 1,783.48	$ 32.06	$ 24.61		$ 1,840.15	$ 5,384.77	$ 9,643.44	$ 1,609.04	$ 809.48	($0.05)	$ 2,418.47
4	$ 1,326.01	$ 100.86	$ 1,426.87	$ 2,932.98	$ 153.15	$ 26.15		$ 3,112.28	$ 5,643.41	$ 10,182.56	$ 949.30	$ 477.57	$1.82	$ 1,428.69
5	$ 2,578.05	$ 383.66	$ 2,961.71	$ 2,439.05	$ 142.81	$ 18.46		$ 2,600.32	$ 6,375.90	$ 11,937.93	$ 1,970.43	$ 991.28	$0.10	$ 2,961.81
6	$ 1,872.26	$ 253.77	$ 2,126.03	$ 2,649.40	$ 212.55			$ 2,861.95	$ 193.37	$ 5,181.35	$ 1,414.45	$ 711.58	$0.02	$ 2,126.05
7	$ 1,645.86	$ 79.19	$ 1,725.05	$ 1,669.76	$ 32.30			$ 1,702.06	$ 254.87	$ 3,681.98	$ 1,147.68	$ 577.37	$1.10	$ 1,726.15
8	$ 1,640.47	$ 434.40	$ 2,074.87	$ 1,195.84	$ 147.81	$ 8.00		$ 1,351.65	$ 9,624.27	$ 13,050.79	$ 1,380.41	$ 694.46	$1.61	$ 2,076.48
9	$ 1,336.39	$ 225.11	$ 1,561.50	$ 3,514.66	$ 86.74		$ 216.86	$ 3,818.26	$ 8,321.21	$ 13,700.97	$ 1,038.87	$ 522.63	$0.09	$ 1,561.59
10	$ 1,732.58	$ 201.79	$ 1,934.37	$ 2,326.62	$ 79.97	$ 80.65		$ 2,487.24	$ 6,518.28	$ 10,939.89	$ 1,286.94	$ 647.43	$1.27	$ 1,935.64
11	$ 1,931.72	$ 162.07	$ 2,093.79	$ 2,084.91	$ 98.17		$ 7.46	$ 2,190.54	$ 7,534.44	$ 11,818.77	$ 1,393.00	$ 700.79	($0.76)	$ 2,093.03
12	$ 1,712.16	$ 213.36	$ 1,925.52	$ 2,732.12	$ 207.63			$ 2,939.75	$ 8,643.58	$ 13,508.85	$ 1,281.05	$ 644.47	$1.06	$ 1,926.58
13	$ 2,325.26	$ 112.28	$ 2,437.54	$ 2,660.48	$ 85.41		$ 24.61	$ 2,770.50	$ 269.10	$ 5,477.14	$ 1,621.70	$ 815.84	($3.14)	$ 2,434.40
14	$ 2,277.68	$ 80.66	$ 2,358.34	$ 1,703.01	$ 201.24			$ 1,904.25	$ 377.18	$ 4,639.77	$ 1,569.00	$ 789.34	($0.01)	$ 2,358.33
15	$ 1,464.01	$ 8.00	$ 1,472.01	$ 1,149.20	$ 24.61			$ 1,173.81	$ 7,793.02	$ 10,438.84	$ 979.33	$ 492.68	($0.03)	$ 1,471.98
16	$ 1,683.58	$ 41.53	$ 1,725.11	$ 1,981.38	$ 55.05		$ 9.23	$ 2,045.66	$ 7,452.96	$ 11,223.73	$ 1,147.72	$ 577.39	($1.10)	$ 1,724.01
17	$ 2,278.40	$ 73.22	$ 2,351.62	$ 1,611.66	$ 80.91	$ 35.37	$ 12.30	$ 1,740.24	$ 7,662.64	$ 11,754.50	$ 1,564.53	$ 787.09	($0.11)	$ 2,351.51
18	$ 2,337.83	$ 69.21	$ 2,407.04	$ 1,937.75	$ 558.62	$ 21.53		$ 2,517.90	$ 7,103.41	$ 12,028.35	$ 1,601.40	$ 805.64	$0.13	$ 2,407.17
19	$ 2,441.38	$ 205.22	$ 2,646.60	$ 2,018.06	$ 107.18	$ 26.15		$ 2,151.39	$ 8,548.37	$ 13,346.36	$ 1,760.78	$ 885.82	$18.97	$ 2,665.57
20	$ 1,699.40	$ 71.51	$ 1,770.91	$ 2,149.90	$ 235.09		$ 41.53	$ 2,426.52	$ 326.96	$ 4,524.39	$ 1,178.19	$ 592.72	$3.05	$ 1,773.96
21	$ 1,303.99	$ 40.61	$ 1,344.60	$ 1,572.08	$ 329.94		$ 26.14	$ 1,928.16	$ 313.20	$ 3,585.96	$ 894.56	$ 450.04	($0.79)	$ 1,343.81
22	$ 1,798.67	$ 155.12	$ 1,953.79	$ 1,446.98	$ 157.43	$ 80.42	$ 39.39	$ 1,724.22	$ 8,293.88	$ 11,971.89	$ 1,299.86	$ 653.93	$0.63	$ 1,954.42
23	$ 1,882.24	$ 171.03	$ 2,053.27	$ 1,567.68	$ 72.67	$ 78.02		$ 1,718.37	$ 10,791.50	$ 14,563.14	$ 1,366.04	$ 687.23	$0.03	$ 2,053.30
24	$ 1,726.80	$ 43.37	$ 1,770.17	$ 2,598.37	$ 83.05	$ 8.00	$ 75.36	$ 2,764.78	$ 5,987.99	$ 10,522.94	$ 1,177.69	$ 592.48	($0.12)	$ 1,770.05
25	$ 1,661.58	$ 286.06	$ 1,947.64	$ 1,557.40	$ 143.65	$ 36.69	$ 36.91	$ 1,774.65	$ 9,981.21	$ 13,703.50	$ 1,295.76	$ 651.88	$0.11	$ 1,947.75
26	$ 1,723.79	$ 80.29	$ 1,804.08	$ 2,695.20	$ 138.25		$ 43.06	$ 2,876.51	$ 7,789.36	$ 12,469.95	$ 1,200.25	$ 603.83	($0.11)	$ 1,803.97
27	$ 2,472.92	$ 171.69	$ 2,644.61	$ 2,632.44	$ 142.23			$ 2,774.67	$ 198.41	$ 5,617.69	$ 1,759.46	$ 885.15	$5.54	$ 2,650.15
28	$ 2,167.13	$ 125.89	$ 2,293.02	$ 3,021.39	$ 132.48	$ 13.84		$ 3,167.71	$ 962.84	$ 6,423.57	$ 1,525.55	$ 767.47	$0.08	$ 2,293.10
29	$ 2,294.96	$ 203.02	$ 2,497.98	$ 2,517.59	$ 397.26	$ 164.57	$ 19.99	$ 3,099.41	$ 10,143.78	$ 15,741.17	$ 1,661.91	$ 836.07	$0.08	$ 2,498.06
30	$ 2,334.98	$ 166.28	$ 2,501.26	$ 3,047.47	$ 183.21	$ 35.37	$ 67.29	$ 3,333.34	$ 10,703.54	$ 16,538.14	$ 1,664.09	$ 837.17	$0.66	$ 2,501.92
			$ -					$ -		$ -	$ -	$ -		$ -
								$ -						
TOTALS	$57,848.92	$4,517.18	$ 62,366.10	$65,081.74	$4,438.67	$ 694.74	$ 641.66	$70,856.81	$180,857.63	$314,080.54	$41,492.17	$20,873.93	$26.21	$62,392.31

006/30/20 $20.26 received from Del Norte County Collections from NSF check dated 2008

AUTHORITY REVENUE REPORT June 2020

Authority Service Fees

2018/19				2019/2020		
				Budget/Month		Adjusted Annual Budget
				$	103,249.08	$ 1,238,989.00
	2018/19		Comparison FY18/19		2019/2020 Actual / Month	Over Budget / Month
July	$ 113,416.74		$ 2,927.28	July	$ 116,344.02	$ 13,094.94
August	$ 115,106.61		$ 1,398.82	August	$ 116,505.43	$ 13,256.35
September	$ 106,561.83		$ (9,578.41)	September	$ 96,983.42	$ (6,265.66)
October	$ 116,356.03		$ (3,894.30)	October	$ 112,461.73	$ 9,212.65
November	$ 98,098.36		$ (5,167.25)	November	$ 92,931.11	$ (10,317.97)
December	$ 89,040.99		$ (957.74)	December	$ 88,083.25	$ (15,165.83)
January	$ 98,331.77		$ (3,415.69)	January	$ 94,916.08	$ (8,333.00)
February	$ 77,577.14		$ 21,710.20	February	$ 99,287.34	$ (3,961.74)
March	$ 101,658.28		$ (3,929.34)	March	$ 97,728.94	$ (5,520.14)
April	$ 99,121.74		$ (555.50)	April	$ 98,566.24	$ (4,682.84)
May	$ 106,034.46		$ 2,825.64	May	$ 108,860.10	$ 5,611.02
June	$ 114,801.94		$ 1,519.99	June	$ 116,321.93	$ 13,072.85
Total	$ 1,236,105.89		$ 2,883.70	Total	$ 1,238,989.59	$ 0.59
			Over last year			Exceeding Budget

AUTHORITY REVENUE REPORT June 2020

Franchise Fee

2018 / 2019				2019 / 2020		
Actual Annual				Budget/Month		Budget/Year
				$	29,535.25	$ 354,423.00
	2018 / 2019		Comparison FY 18/19		2019 / 2020 Actual / Month	Over Budget
July	$ 24,992.00		$ 4,200.00	July	$ 29,192.00	$ (343.25)
August	$ 26,314.00		$ 4,807.00	August	$ 31,121.00	$ 1,585.75
September	$ 30,671.00		$ 991.00	September	$ 31,662.00	$ 2,126.75
October	$ 28,701.00		$ 727.00	October	$ 29,428.00	$ (107.25)
November	$ 27,995.00		$ 2,380.00	November	$ 30,375.00	$ 839.75
December	$ 27,122.00		$ 3,526.00	December	$ 30,648.00	$ 1,112.75
January	$ 25,732.00		$ 4,090.00	January	$ 29,822.00	$ 286.75
February	$ 28,141.00		$ 4,023.00	February	$ 32,164.00	$ 2,628.75
March	$ 27,399.00		$ 2,498.00	March	$ 29,897.00	$ 361.75
April	$ 25,974.00		$ 854.00	April	$ 26,828.00	$ (2,707.25)
May	$ 27,119.00		$ (423.00)	May	$ 26,696.00	$ (2,839.25)
June	$ 26,832.00		$ 1,723.00	June	$ 28,555.00	$ (980.25)
Total	$ 326,992.00		$ 29,396.00	Total	$ 356,388.00	$ 1,965.00
			Over last year			Exceeding Budget

July 9, 2020

The Honorable Ben Allen
Chair, Senate Environmental Quality Committee
State Capitol, Room 2205
Sacramento, CA 95814

RE: AB 1672 (Bloom): Solid waste: premoistened nonwoven disposable wipes- Support

Dear Senator Allen:

On behalf of the listed organizations, we are pleased to **SUPPORT AB 1672 (Bloom)**, which establishes standardized labeling practices for single-use wet wipes to provide clear and consistent consumer information about what products are not safe to flush.

The widespread availability of both flushable and non-flushable wipes and lack of consistent and easy to read labeling leads to consumer confusion about how to properly dispose of these products. Consumers frequently use the wastewater system as a means of disposing of diaper wipes, cosmetic wipes, and surface cleaning and disinfectant wipes, even when they are not intended to be flushed and cause expensive clogs in the sewer system.

Since Governor Newsom's Stay-At-Home order, Executive Order N-33-20, enacted on March 19, 2020, a shortage of toilet paper has resulted in people turning to alternatives, such as baby wipes, and flushing them. As a result, local officials are reporting a large influx of non-flushable debris in sewer systems, causing costly and dangerous maintenance. For over a decade, wipes have been one of the leading causes of residential and public sewer system clogs, spills and equipment problems, costing California wastewater operators at least $50 million a year. These clogs also result in environmental damages when sewers overflow and when wipes shed plastic microfibers, causing microplastic particles in wastewater effluent.

Following the onset of the statewide Stay-At-Home order, agencies that have never experienced wipes related sewer overflows have now reported their first wipes related clogs and sewer spills. Several agencies have reported total equipment failures when their pump systems are overwhelmed with wipes, costing them $60K per pump. Agencies are reporting increases in maintenance intervals to unclog heavy equipment like pumps and lift stations, and to clear sewer lines with high powered jets. The problems were so pronounced that on March 17, 2020, the State Water Resources Control Board issued a public advisory to stop flushing wipes.

7.1

To solve these problems, AB 1672 would require certain single use wet wipes to be clearly labeled with "DO NOT FLUSH" labeling and a related symbol. AB 1672 would also establish the California Consumer Education and Outreach Program to ensure the public understands they should not flush wipes as well as requiring manufactures to participate in a collection study conduction in collaboration with wastewater agencies to gain an understanding of consumer behavior on premoistened nonwoven disposable wipes.

For the many reasons described above, we strongly **SUPPORT AB 1672 (Bloom)** and urge your support when the bill is heard in Senate Environmental Quality Committee.

Sincerely,

CC: Members and Consultants, Senate Environmental Quality Committee
Assembly Member Richard Bloom

Heidi Sanborn, Executive Director
National Stewardship Action Council

Nate Miley, Alameda County Supervisor, District 4,
Alameda County Board of Supervisors

Leslie Mintz Tamminen, Director
Seventh Generation Advisors

Anna Cummins, Co-Founder and Executive Director
The 5 Gyres Institute

Nick Lapis, Director of Advocacy, Californians Against Waste

Doug Kobold, Executive Director
California Product Stewardship Council

Christopher Chin, Executive Director
The Center for Oceanic Awareness, Research, and Education (COARE)

Joe LaMariana, Executive Director
Rethink Waste

Dianna Cohen, Chief Executive Officer
Plastic Pollution Coalition

Colleen Foster, President, California Resource Recovery Association

Kevin Kildee, Mayor
City of Camarillo

Shell Cleave, Founder
Sea Hugger

Justine Burt, Founder & CEO
Appraccel

Liz Falejczyk, Environmental Services Manager,
Municipal & Commercial Business
VEOLIA NORTH AMERICA

Rosemarie Gaglione, Public Works Director
City of Oxnard

Autumn Cleave, Co-Chair
Bay Area Pollution Prevention Group

Paul A. Sciuto, General Manager
Monterey One Water

Eric Zetz, Regional Waste Authority Director
Merced County Association of Governments

Beverly Hanstrom, CEO/Owner
Colorado Medical Waste, Inc.

Theresa White, Snr. Executive Officer
Natracare

Eric Zetz, Chair
SWANA California Chapters Legislative Task Force

Mayor Larry Klein, Mayor
City of Sunnyvale

AMENDED IN SENATE JULY 9, 2020

AMENDED IN SENATE JULY 1, 2020

AMENDED IN ASSEMBLY JANUARY 23, 2020

AMENDED IN ASSEMBLY APRIL 25, 2019

AMENDED IN ASSEMBLY APRIL 11, 2019

AMENDED IN ASSEMBLY MARCH 28, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL No. 1672

Introduced by Assembly Member Bloom
(Coauthors: Assembly Members Calderon and Gonzalez)

February 22, 2019

An act to add Part 9 (commencing with Section 49650) to Division 30 of, and to repeal Section 49652 of, the Public Resources Code, relating to solid waste.

LEGISLATIVE COUNSEL'S DIGEST

AB 1672, as amended, Bloom. Solid waste: premoistened nonwoven disposable wipes.

The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste.

This bill would require, except as provided, certain premoistened nonwoven disposable wipes manufactured on or after January 1, 2022, to be labeled clearly and conspicuously with the phrase "Do Not Flush" and a related symbol, as specified. The bill would prohibit a covered

entity, as defined, from making a representation about the flushable attributes, benefits, performance, or efficacy of those premoistened nonwoven disposable wipes, as provided. The bill would establish enforcement provisions, including authorizing a civil penalty not to exceed $2,500 per day, up to a maximum of $100,000 per violation, to be imposed on a ~~person~~ *covered entity* who violates those provisions.

The bill would establish, until January 1, 2026, the California Consumer Education and Outreach Program, under which covered entities would be required, among other things, to participate in a collection study conducted in collaboration with wastewater agencies for the purpose of gaining understanding of consumer behavior regarding the flushing of premoistened nonwoven disposable wipes and to conduct a comprehensive multimedia education and outreach program in the state. The bill would require covered entities to annually report to ~~the Legislature~~ *specified legislative committees and the State Water Resources Control Board* on their activities under the program and would require the ~~Legislature~~ *state board* to post the reports ~~online, as provided.~~ *on its internet website.*

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. It is the intent of the Legislature in enacting this
2 act to create labeling requirements for premoistened nonwoven
3 disposable wipes that will enable consumers to easily identify
4 which premoistened nonwoven disposable wipes are composed of
5 petrochemical-derived fibers and therefore are not safe to dispose
6 of using sanitary sewer systems, in order to protect public health,
7 the environment, water quality, and public infrastructure used for
8 the collection, transport, and treatment of wastewater.
9 SEC. 2. Part 9 (commencing with Section 49650) is added to
10 Division 30 of the Public Resources Code, to read:
11
12 PART 9. PREMOISTENED NONWOVEN DISPOSABLE
13 WIPES
14
15 49650. For purposes of this part, the following definitions shall
16 apply:

(a) "Covered entity" means the manufacturer of a covered product that is sold in the state or offered for sale in the state. "Covered entity" includes a wholesaler, supplier, or retailer that is responsible for the labeling or packaging of a covered product.

(b) "Covered product" means a consumer product sold in the state or offered for sale in the state that is either of the following:

(1) A premoistened nonwoven disposable wipe marketed as a baby wipe or diapering wipe.

(2) A premoistened nonwoven disposable wipe that is both of the following:

(A) Composed entirely of or in part of petrochemical-derived fibers.

(B) Likely to be used in a bathroom and has significant potential to be flushed, including baby wipes, bathroom cleaning wipes, toilet cleaning wipes, hard surface cleaning wipes, disinfecting wipes, hand sanitizing wipes, antibacterial wipes, facial and makeup removal wipes, general purpose cleaning wipes, personal care wipes for use on the body, feminine hygiene wipes, adult incontinence wipes, adult hygiene wipes, and body cleansing wipes.

(c) "High contrast" means satisfying both of the following conditions:

(1) Is provided by either a light symbol on a solid dark background or a dark symbol on a solid light background.

(2) Has at least 70 percent contrast between the symbol artwork and background using the following formula:

(A) $(B1 - B2) / B1 * 100 =$ contrast percentage.

(B) $B1 =$ the light reflectance value of the lighter area and $B2 =$ the light reflectance value of the darker area.

(d) (1) "Label notice" means the phrase "Do Not Flush" and the size of the label notice shall be equal to at least 2 percent of the surface area of the principal display panel in size.

(2) For covered products regulated pursuant to the Federal Hazardous Substances Act (15 U.S.C. Sec. 1261 et seq.) by the United States Consumer Product Safety Commission under Section 1500.121 of Title 16 of the Code of Federal Regulations, if the label notice requirements in paragraph (1) would result in a type size larger than first aid instructions pursuant to the Federal Hazardous Substances Act, then the type size for the label notice shall, to the extent permitted by federal law, be equal to or greater than the type size required for the first aid instructions.

(3) For covered products required to be registered by the United States Environmental Protection Agency under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 et seq.), if the label notice requirements in paragraph (1) would result in a type size on the principal display panel larger than a warning pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act, then the type size for the label notice shall, to the extent permitted by federal law, be equal to or greater than the type size required for the "keep out of reach of children" statement under the Federal Insecticide, Fungicide, and Rodenticide Act.

(e) (1) "Principal display panel" means the side of the product package that is most likely to be displayed, presented, or shown under customary conditions of display for retail sale.

(2) In the case of a cylindrical or nearly cylindrical package, the surface area of the principal display panel constitutes 40 percent of the product package as measured by multiplying the height of the container by the circumference.

(3) In the case of a flexible film package in which a rectangular prism or nearly rectangular prism stack of wipes is housed within the film, the surface area of the principal display panel is measured by multiplying the length by the width of the side of the package when the flexible packaging film is pressed flat against the stack of wipes on all sides of the stack.

(f) "Symbol" means the "Do Not Flush" symbol, or a gender equivalent thereof, as depicted in the INDA/EDANA Code of Practice Second Edition and published within "Guidelines for Assessing the Flushability of Disposable Nonwoven Products," Edition 4, May 2018. The symbol shall be sized equal to at least 2 percent of the surface area of the principal display panel, except as specified in clause (iii) of subparagraph (B) of paragraph (1) of subdivision (a) of Section 49651.

49651. (a) Except as provided in subdivisions (b), (c), (d), and (f), a covered product manufactured on or after January 1, 2022, shall be labeled clearly and conspicuously in adherence with the following labeling requirements:

(1) In the case of cylindrical or near cylindrical packaging intended to dispense individual wipes, a covered entity shall comply with one of the following options:

(A) Place the symbol and label notice on the principal display panel in a location reasonably viewable each time a wipe is dispensed.

(B) Place the symbol on the principal display panel, and either the symbol or label notice, or the symbol and label notice in combination, on the flip lid, subject to the following:

(i) If the label notice does not appear on the flip lid, the label notice shall be placed on the principal display panel.

(ii) The symbol or label notice, or the symbol and label notice in combination, on the flip lid may be embossed, and in that case are not required to comply with paragraph (6).

(iii) The symbol or label notice, or the symbol and label notice in combination, on the flip lid shall cover a minimum of 8 percent of the surface area of the flip lid.

(2) In the case of flexible film packaging intended to dispense individual wipes, a covered entity shall place the symbol on the principal display panel and dispensing side panel and place the label notice on either the principal display panel or dispensing side panel in a prominent location reasonably visible to the user each time a wipe is dispensed. If the principal display panel is on the dispensing side of the package, two symbols are not required.

(3) In the case of refillable tubs or other rigid packaging intended to dispense individual wipes and be reused by the consumer for that purpose, a covered entity shall place the symbol and label notice on the principal display panel in a prominent location reasonably visible to the user each time a wipe is dispensed.

(4) In the case of packaging not intended to dispense individual wipes, a covered entity shall place the symbol and label notice on the principal display panel in a prominent and reasonably visible location.

(5) A covered entity shall ensure the packaging seams, folds, or other package design elements do not obscure the symbol or the label notice.

(6) A covered entity shall ensure the symbol and label notice have sufficiently high contrast with the immediate background of the packaging to render it likely to be seen and read by the ordinary individual under customary conditions of purchase and use.

(b) For covered products sold in bulk at retail, both the outer package visible at retail and the individual packages contained within shall comply with the labeling requirements in subdivision

(a) applicable to the particular packaging types, except the following:

(1) Individual packages contained within the outer package that are not intended to dispense individual wipes and contain no retail labeling.

(2) Outer packages that do not obscure the symbol and label notice on individual packages contained within.

(c) If a covered product is provided within the same packaging as another consumer product for use in combination with the other product, the outside retail packaging of the other consumer product does not need to comply with the labeling requirements of subdivision (a).

(d) If a covered product is provided within the same package as another consumer product for use in combination with the other product and is in a package smaller than three inches by three inches, the covered entity may comply with the requirements of subdivision (a) by placing the symbol and label notice in a prominent location reasonably visible to the user of the covered product.

(e) A covered entity, directly or through a corporation, partnership, subsidiary, division, trade name, or association in connection to the manufacturing, labeling, packaging, advertising, promotion, offering for sale, sale, or distribution of a covered product, shall not make any representation, in any manner, expressly or by implication, including through the use of a product name, endorsement, depiction, illustration, trademark, or trade name, about the flushable attributes, flushable benefits, flushable performance, or flushable efficacy of a covered product.

(f) (1) If a covered product is required to be registered by the United States Environmental Protection Agency under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 et seq.) and the Department of Pesticide Regulation under Division 6 (commencing with Section 11401) of the Food and Agricultural Code, then the covered entity shall submit a label compliant with the labeling requirements of subdivision (a) no later than January 1, 2022, to the United States Environmental Protection Agency, and upon its approval, to the Department of Pesticide Regulation.

(2) If the United States Environmental Protection Agency or the Department of Pesticide Regulation does not approve a product label that otherwise complies with the labeling requirements of

subdivision (a), the covered entity shall use a label with as many of the requirements of this section as the relevant agency has approved.

(3) Covered products manufactured six months or more after a particular label has been approved by the Department of Pesticide Regulation shall implement the approved label to comply with subdivision (a).

(g) A covered entity may include on a covered product words or phrases in addition to those required for the label notice if the words or phrases are consistent with the purposes of this part.

49652. (a) The California Consumer Education and Outreach Program is hereby established. As part of the program, covered entities, in collaboration with other covered entities, shall do all of the following:

(1) Participate in a collection study conducted in collaboration with wastewater agencies for the purpose of gaining understanding of consumer behavior regarding the flushing of covered products as a key input into the design of a consumer education and outreach program. The collection study shall be jointly coordinated by the California Association of Sanitation Agencies and a group of covered entities.

(2) Conduct a consumer opinion survey to identify baseline consumer behavior and awareness regarding the flushing or other disposal of covered products.

(3) Measure effectiveness of the consumer education program on consumer awareness of the symbol and label notice and consumer attitudes about disposal of covered products by conducting a subsequent consumer awareness survey comparing the baseline data provided by the 2021 survey with survey data from subsequent years. The surveys to determine the effectiveness and ongoing success of the consumer education program shall take place annually until December 31, 2025.

(b) Covered entities, either independently or in collaboration with other covered entities or other organizations, shall conduct a comprehensive multimedia education and outreach program in the state. At a minimum, the education and outreach program shall do both of the following:

(1) Promote consumer awareness and understanding of and compliance with the symbol and label notice requirements. Covered entities shall provide wastewater agencies with the consumer

education messaging for the symbol and the label notice. The wastewater agencies may include the messaging as part of their routine communications with customers within their service area.

(2) Provide education and outreach in Spanish and English.

(c) Covered entities shall take reasonable steps to ensure that they do not promote products outside of the scope of this part as part of the education and outreach program.

(d) Covered entities shall take reasonable steps to ensure that their education and outreach program does not conflict with the programs of other covered entities or groups of covered entities.

(e) Covered entities, either independently or in collaboration with other covered entities, shall report to th~~e Legislature in compliance with Section 9795 of the Government Code~~ *Senate Committee on Environmental Quality, the Assembly Committee on Environmental Safety and Toxic Materials, and the State Water Resources Control Board* on their activities under this section on an annual basis. Th~~e Legislature~~ *State Water Resources Control Board* shall post the reports on~~ the Assembly and Senate~~ *its* internet ~~websites.~~ *website.*

(f) The California Consumer Education and Outreach Program shall conclude on December 31, 2025.

(g) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

49653. (a) A person who violates Section 49651 may be enjoined in any court of competent jurisdiction.

(b) (1) A~~ person~~ *covered entity* who violates Section 49651 may be liable for a civil penalty not to exceed two thousand five hundred dollars ($2,500) per day, up to a maximum of one hundred thousand dollars ($100,000) for each violation. That civil penalty may be assessed and recovered in a civil action brought in any court of competent jurisdiction.

(2) In assessing the amount of a civil penalty for a violation of Section 49651, the court shall consider all of the following:

(A) The nature, circumstances, extent, and gravity of the violation.

(B) The violator's past and present efforts to prevent, abate, or clean up conditions posing a threat to the public health or safety or the environment.

(C) The violator's ability to pay the proposed penalty.

(D) The effect that the proposed penalty would have on the violator and the community as a whole.

(E) Whether the violator took good faith measures to comply with this part and when these measures were taken.

(F) The deterrent effect that the imposition of the penalty would have on both the violator and the regulated community as a whole.

(G) Any other factor that justice may require.

(c) Actions may be brought pursuant to this section by the Attorney General in the name of the people of the state, by a district attorney, by a city attorney, by a county counsel, or by a city prosecutor in a city or city and county having a full-time city prosecutor.

(d) (1) Civil penalties collected pursuant to this section shall be paid to the office of the city attorney, county counsel, city prosecutor, district attorney, or Attorney General, whichever office brought the action.

(2) Moneys collected by the Attorney General pursuant to this subdivision shall be deposited into the Unfair Competition Law Fund established pursuant to Section 17206 of the Business and Professions Code.

49654. (a) The provisions of this part are severable. If any provision of this part or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(b) The Legislature finds and declares that this part addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this part applies to all cities, including charter cities. This part supersedes and preempts all rules, regulations, codes, ordinances, and other laws adopted by a city, county, city and county, municipality, or local agency regarding the labeling of covered products.

O

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for professional services ("Agreement") is hereby entered into this 21st day of July, 2020, by and between the Del Norte Solid Waste Management Authority, a joint powers authority of the City of Crescent City and the County of Del Norte ("AGENCY"), and Mary Pitto ("CONTRACTOR").

RECITALS

WHEREAS, AGENCY has determined it is necessary and desirable to secure certain technical and professional services; and

WHEREAS, CONTRACTOR has been closely following and commenting on the laws and regulations relating to recovery and diversion of organic materials as required under SB 1383 on behalf of the Rural Counties' Environmental Services Joint Powers Authority and continues to serve in that capacity; and

WHEREAS, CONTRACTOR is in a unique position to advise how AGENCY and other City and County agencies can most effectively coordinate efforts in this regard; and

WHEREAS, the scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference; and

WHEREAS, CONTRACTOR is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between AGENCY and CONTRACTOR as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. **SCOPE OF SERVICES.**

   2.1. **SERVICES TO BE PERFORMED.** Subject to policy direction and approvals as AGENCY through its staff may determine from time to time, CONTRACTOR will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

   2.2. **SCHEDULE FOR PERFORMANCE.** CONTRACTOR must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive tasks are included on Exhibit "B" attached hereto and incorporated herein by reference.

2.3. STANDARD OF QUALITY. All services performed by CONTRACTOR under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR'S field of expertise.

2.4. COMPLIANCE WITH LAWS. CONTRACTOR must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONTRACTOR represents and warrants to AGENCY that CONTRACTOR will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONTRACTOR to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

2.5. PERSONNEL. CONTRACTOR agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement. Failure to assign such competent personnel will constitute grounds for termination of this Agreement by AGENCY.

3. COMPENSATION.

3.1. SCHEDULE OF PAYMENT. The compensation to be paid by AGENCY to CONTRACTOR for the services rendered hereunder will be a not-to-exceed amount of Five Thousand Dollars and Zero Cents ($5,000.00) based on rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2. ADDITIONAL SERVICES. AGENCY will make no payment to CONTRACTOR for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

3.3. INVOICING AND PAYMENT. CONTRACTOR must submit monthly invoices based on work completed. AGENCY will pay CONTRACTOR within 30 days of receipt of CONTRACTOR's invoice. If there is a dispute as to one or more line items on the invoice, AGENCY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and AGENCY will pay promptly upon resolution of the dispute.

4. WORK PRODUCT REVIEW. CONTRACTOR must make its work product available to AGENCY for review. If additional review and/or revision is required by AGENCY, AGENCY will conduct reviews in a timely manner.

5. TERM OF AGREEMENT. This Agreement is effective as of the date first above written and will remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

6. **EARLY TERMINATION.**

   6.1 **WRITTEN NOTICE.** AGENCY has the right to terminate this Agreement for any reason, at any time, by serving upon CONTRACTOR ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONTRACTOR as set forth in Section 11 of this Agreement.

   6.2 **DELIVERY OF WRITINGS.** If AGENCY issues a notice of termination, CONTRACTOR must deliver to AGENCY copies of all writings, whether or not completed, which were prepared by CONTRACTOR, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

   6.3 **PAYMENT FOR SERVICES RENDERED.** If AGENCY issues a notice of termination, CONTRACTOR will be entitled to receive compensation for all services rendered prior to the effective date of termination plus reasonable termination expenses, including the cost of completing analysis, records and reports necessary to document job status at the time of termination.

7. **AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.

8. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Except as required by law, CONTRACTOR must not, either during or after the term of this Agreement, disclose to any third party any information marked or stated as confidential by AGENCY relative to the work of AGENCY without the prior written consent of AGENCY.

9. **DISCLOSURE.** CONTRACTOR must provide AGENCY with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONTRACTOR initiates service to new clients within Del Norte County during the term of this agreement, CONTRACTOR must disclose such service to AGENCY.

10. **INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONTRACTOR is an independent contractor and is not an agent or employee of AGENCY. CONTRACTOR, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit AGENCY to any decision or course of action, and must not represent to any person or business that they have such power. CONTRACTOR has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONTRACTOR in the performance of said service hereunder. CONTRACTOR is solely responsible for all matters relating to the payment of its

employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICE.

11.1 DELIVERY. Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

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

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

(c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

IF TO AGENCY:	**IF TO CONTRACTOR:**
DNSWMA Attn: Director 1700 State Street Crescent City, CA 95531 Phone: (707) 465-1100 FAX: (707) 465-1300	Mary Pitto Pitto and Pitto Consulting PO Box 399 San Andreas, CA 95249 Phone: (209) 674-8001 e-mail: pittoandpitto@att.net

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

12. OWNERSHIP OF MATERIALS. Except for CONTRACTOR's pre-existing property, AGENCY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of AGENCY, CONTRACTOR must deliver to AGENCY all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6.2. Reuse of work products by AGENCY for any purpose other than that intended under this agreement will be at AGENCY's sole risk.

13. BINDING AGREEMENT. This Agreement binds the successors of AGENCY and CONTRACTOR in the same manner as if they were expressly named herein.

14. WAIVER. Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. The failure of either party at any time to require performance by the

other party of any provision hereof will not affect in any way the right to require such performance at a later time.

15. NONDISCRIMINATION.

15.1 COMPLIANCE. CONTRACTOR must comply with all federal and state anti-discrimination and civil rights laws. CONTRACTOR must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

15.2 POSTING. CONTRACTOR must post in conspicuous places, available to all employees and applicants for employment, notices that CONTRACTOR will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth above.

16. INSURANCE.

16.1 REQUIRED COVERAGE. CONTRACTOR, at its sole cost and expense, must obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by AGENCY.

	POLICY TYPE	MINIMUM COVERAGE LIMITS
(a)	Workers' Compensation	Per California Law
(b)	Employer's Liability	$1,000,000 per accident for BI/Disease
(c)	Automobile Liability ISO Form # CA 0001	$1,000,000 per accident for BI/PD, for all owned, non-owned and hired vehicles

16.2 ADDITIONAL INSURED STATUS. AGENCY, its elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance.

16.3 PRIMARY COVERAGE. For any claims related to this Project, the CONTRACTOR'S insurance coverage will be primary insurance as respects AGENCY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by AGENCY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONTRACTOR'S insurance and will not contribute with it.

16.4 NOTICE OF CANCELLATION. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving AGENCY prior written notice to AGENCY.

16.5 WAIVER OF SUBROGATION. CONTRACTOR hereby grants AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not AGENCY has received a waiver of subrogation endorsement from the insurer.

16.6 SELF-INSURED RETENTIONS. Self-insured retentions must be declared to and approved by AGENCY. AGENCY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AGENCY.

16.7 CLAIMS-MADE POLICIES. If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

16.8 VERIFICATION OF COVERAGE. CONTRACTOR must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONTRACTOR's obligation to provide them at any time thereafter when requested. AGENCY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.

16.9 SUBCONTRACTORS. CONTRACTOR must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONTRACTOR must endure that AGENCY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.

16.10 LACK OF COVERAGE. In the event that any required policy is canceled prior to the completion of the Project and CONTRACTOR does not furnish a new Certificate of Insurance prior to cancellation, AGENCY may obtain the required insurance and deduct the premium(s) from contract monies due to CONTRACTOR.

17. WORKERS' COMPENSATION.

17.1 COVENANT TO PROVIDE. CONTRACTOR warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONTRACTOR further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

17.2 WAIVER OF SUBROGATION. CONTRACTOR and CONTRACTOR'S insurance company agree to waive all rights of subrogation against AGENCY, its elected or appointed officials, agents, and employees for losses paid under CONTRACTOR'S workers' compensation insurance policy which arise from the work performed by CONTRACTOR for AGENCY.

18. GENERAL PROVISIONS.

18.1 INDEMNIFICATION. CONTRACTOR agrees to indemnify and save harmless AGENCY, its elected and appointed officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting to any person or other legal entity who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of CONTRACTOR, its agents and employees, pertaining to the performance of this Agreement. CONTRACTOR'S liability arising out of the performance of its obligations hereunder will be limited to the fees paid by AGENCY to CONTRACTOR for services contemplated by this Agreement. This liability limitation does not apply to claims made by any third party, nor does it apply in the event of the willful misconduct or gross negligence of CONTRACTOR, its principals, employees or agents.

18.2 CONFLICT OF INTEREST. CONTRACTOR must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with AGENCY's interest. CONTRACTOR must immediately notify AGENCY of any and all violations of this Section upon becoming aware of such violation.

18.3 TIME OF THE ESSENCE. CONTRACTOR understands and agrees that time is of the essence in the completion of the work and services described herein.

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

18.5 GOVERNING LAW AND CHOICE OF FORUM. This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.

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

18.7 NO ASSIGNMENT. This Agreement and any amendments hereto are not assignable by CONTRACTOR either voluntarily or by operation of law without the prior written consent of AGENCY. Any attempt to assign this Agreement will be legally void.

18.8 INTEGRATION. This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

18.9 AUTHORIZATION TO EXECUTE. The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

Executed by AGENCY and CONTRACTOR on this 21st day of July, 2020.

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY	**Mary Pitto**
_____	_____
By: Tedd Ward, Director	By: Its:

EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A- Scope of Services

Exhibit B- Compensation

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

- Assist AGENCY with discussion and analysis of alternative compliance strategies and timelines addressing the requirements of -Senate Bill 1383 and associated implementation planning for organic waste diversion requirements germane to AGENCY's jurisdiction.
- Work will be performed on as-needed basis as determined by the AGENCY.
- Work will be performed remotely to the extent practical and appropriate.
- Meet with AGENCY's Board if requested by AGENCY.
- Meet with pertinent personnel if requested by AGENCY.

EXHIBIT B

COMPENSATION

- The hourly compensation to be paid to CONTRACTOR for services rendered is $90.00 per hour, billed in quarter-hour increments
- The total cost of the Agreement shall not exceed $5,000 without further authorization from client.
- Research, graphic, reproduction, or printing costs not listed in the Scope of Work will be billed at cost.
- Additional services not designated in the Scope of Work will only be provided after the parties have executed a written addendum to this agreement.
- Postage, telephonic, and special mailing costs not listed in the Scope of Work will be billed at cost.
- Per diem will be billed when overnight lodging is required. Per diem charges will be equivalent to standard meal allowances used by Del Norte County, and lodging expenses at cost supported by receipts.
- Mileage will be billed at the current IRS rate at the time of the travel beyond 25 miles.
- Billing will be on a monthly basis from the start of contract for all services performed, materials provided, and all other costs incurred on behalf of the AGENCY. Full payment is due within 30 days of receipt.

COUNTY OF DEL NORTE
COMMUNITY DEVELOPMENT DEPARTMENT

981 "H" Street, Suite 110
Crescent City, California 95531

Fax (707) 465-0340

Planning	Engineering & Surveying	Roads	Building Inspection	Code Enforcement	Environmental Health
(707) 464-7254	(707) 464-7229	(707) 464-7238	(707) 464-7253	(707) 464-7254	(707) 465-0426

DATE: 6/19/2020 AGENDA DATE: 7/21/2020

TO: Del Norte County Abandoned Vehicle Abatement Service Authority

FROM: Dominic Mello, Code Enforcement Officer

SUBJECT: Report for 2nd and 3rd Quarter Abatement Activities.

RECOMMENDATION FOR BOARD ACTION: Approve and Accept the 2nd and 3rd Quarter Report.

SUMMARY/DISCUSSION

See attached Exhibit A for 2nd and 3rd quarter report for the AVA Service Authority.

Cost figures are expenses paid during the quarter specified. The number of vehicles represents actual number of vehicles abated by means of tow or voluntary abatement during specified quarter.

Second Quarter

Number of automobiles/trailers/RV's voluntary abatement in second quarter: 23

Number of automobiles towed in second quarter: 9

Number of trailers/recreational vehicles towed in second quarter: 14

Third Quarter

Number of automobiles/trailers/RV's voluntary abatement in third quarter: 27

Number of automobiles towed in third quarter: 16

Number of trailers/recreational vehicles towed in third quarter: 11

Abatement funds available as of 6/19/2020: $13,525.29

8.1

EXHIBIT A
Del Norte County Service Authority
Abandoned Vehicle Abatement Program Quarterly Status Report
2019/2020

Financing					
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Year-To-Date
Revenues					
Registration Fees	$6,204.06	$5,596.21	$6,259.84		
Cost					
1) Towing	$2,415.00	$2,575.00	$5,305.00		
2) Disposal/Dismantling	$1,423.45	$3,278.30	$1,891.19		
3) Pumping	$1,273.50	$1,032.50	$0		
Total Costs	$5,111.95	$6,885.80	$7,196.19		
# of Vehicles Abated					
1)Del Norte County	5	19	26		
2)Crescent City	0	4	1		
Total	5	23	27		
% of Vehicles Abated					
1)Del Norte County	100%	83%	96%		
2)Crescent City	0%	17%	4%		
Total	100%	100%	100%		

Voluntary Abatements	Pub. 5	Priv. 0	Tot. 5	Pub. 4	Priv. 0	Tot. 4	Pub. 4	Priv. 0	Tot. 4	Pub.	Priv.	Tot.	Pub.	Priv.	Tot.
Tows (Abatements)	5	0	5	15	8	23	27	0	27						
Total Abatements	10	0	10	15	8	27	31	0	31						

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 AUGUST 2020
4:30 P.M.

8.2

REQUEST FOR PROPOSALS FOR

TOWING, STORAGE, RECOVERY AND DISPOSAL OF ABANDONED VEHICLES

TABLE OF CONTENTS

I. PROJECT OVERVIEW.....2

II. PROPOSAL PROCESS.....2

III. PROPOSAL REQUIREMENTS.....3

IV. EXHIBITS AND FORMS.....4

EXHIBIT 1: INITIAL MAILING LIST FOR THIS REQUEST FOR PROPOSALS.....5

EXHIBIT 2: AGREEMENT FOR REMOVAL OF ABANDONED VEHICLES.....6

EXHIBIT A: Del Norte Abandoned Vehicle Authority Towing Zones.....20

EXHIBIT B: Fees for Services.....21

Printed on minimum 30% post-consumer recycled paper

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 are included in the Agreement 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 14 August 2020.

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. – Director
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) quality of performance in previous agreements: (d) previous compliance with laws, permits, licenses and employment practices; (e) financial ability to perform the contract; (f) 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 or the City, in debt on contract, is a defaulter on surety to the County or City 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., 14 August 2020. 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 agreement. 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

California Auto Image
215 W 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 _____

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) 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 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.

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 $500.00, 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 $500.00, 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 $500.00 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. 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.

M. 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.

N. SUBCONTRACTING: The contractor may not subcontract any portion of the work required by this contract without the prior written approval of the AVA.

O. 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.

P. 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.

Q. TERM OF AGREEMENT: Unless notice of termination is given as provided herein, this Agreement will commence on 1 September 2020 and will continue until its expiration on 31 August 2024.

R. 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.

S. 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.

T. 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.

U. AMENDMENT: This Agreement may be amended or modified only by a written agreement executed by all parties.

V. ASSIGNMENT OF PERSONNEL: The Contractor shall assign only qualified personnel to perform services under this Agreement.

W. 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.

X. 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.

Y. COMPLIANCE WITH APPLICABLE LAWS: Contractor, its employees, subcontractors, agents and assigns shall, at all times, comply with federal, state and local laws and ordinances.

Z. 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 19th day of August, 2020.

Del Norte County Abandoned Vehicle Abatement Service Authority

By:_____

ATTEST:

_____
AVA CLERK

APPROVED AS TO FORM:

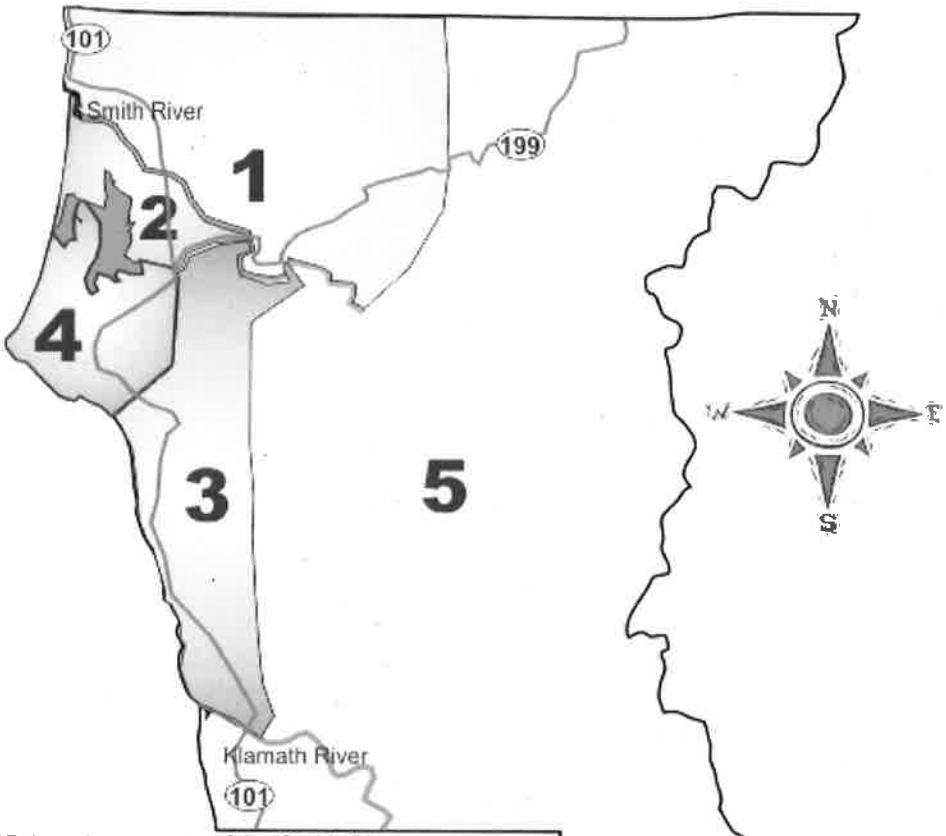
_____
AVA General Counsel

Contractor

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 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 Endert'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, Endert'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: _____

Zone	Cars, pickups, motorcycles, vans, mini-motor homes, hitch-mount trailers	5th Wheel Trailers, Motorhomes, Buses, Or Large trucks
	$ per regular vehicle	$ per large vehicle
Zone 1		
Zone 2		
Zone 3		
Zone 4		
Zone 5		

Additional Charges Requiring Pre-Approval by Code Enforcement / Abatement Officer:

1. Winching (after first half-hour): $_____ per hour
2. Extra Man: $ _____ per hour
3. Sublet Costs for Special Equipment or Services %_____ over documented expenses
4. Secondary Tow to Curry Transfer in Brookings (Carpenterville Road): $_____ per tow
5. Secondary Tow for non-motorized trailers and related materials to Del Norte County Transfer Station $_____ per tow
5. Flat-rate Additional Unloading Charge for transportation and unloading of AVA-related trash $_____ 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.
   $ _____ additional per-tow charge for using 'Landhaul' or 'Class D' truck