



111 E. COMMERCIAL STREET
WILLITS, CALIFORNIA 95490
(707) 459-4601 TEL
(707) 459-1562 FAX

**WILLITS CITY COUNCIL
SPECIAL MEETING AGENDA
JUNE 29, 2016 ♦ 5:30 P.M. ♦ COUNCIL CHAMBERS**

1. **OPENING MATTERS** – a) Call to Order; b) Roll Call
2. **DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION SUPERSEDING RESOLUTION NO. 2016-10 – CALLING FOR ELECTION AND RESOLUTION NO. 2016-11 – CONSOLIDATING ELECTION WITH MENDOCINO COUNTY, TO ADD NEWLY REQUIRED ACKNOWLEDGEMENT, PURSUANT TO ELECTION CODE, SECTION 10418**
3. **DISCUSSION AND POSSIBLE ACTION TO RENEW CONTRACT WITH MENDOCINO JANITORIAL FOR JANITORIAL SERVICES AT THE WILLITS POLICE DEPARTMENT**
4. **DISCUSSION AND POSSIBLE ACTION TO APPROVE CONTRACT WITH MICHAEL GERATTO FOR JANITORIAL SERVICES AT CITY OFFICES**
5. **DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION AUTHORIZING CONTINUATION OF MUNICIPAL OPERATIONS BASED UPON THE FISCAL YEAR 2015-2016 BUDGET**
6. **DISCUSSION AND DIRECTION REGARDING THE ROLE AND FUTURE OF MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY (MSWMA)**
7. **UPDATE REGARDING MAIN STREET IMPROVEMENT CONCEPTUAL DESIGN PLANS AS THEY RELATE TO CALTRANS RELINQUISHMENT PROJECT**
8. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Willits City Hall, located at 111 East Commercial Street, Willits, California, not less than 24 hours prior to the meeting set forth on this agenda.

*Dated this 27th day of June, 2016.
Cathy Moorhead, City Clerk*

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The meeting room is wheelchair accessible and disabled parking is available. If you are a person with a disability and need disability-related modifications or accommodations to participate in this meeting, please contact Cathy Moorhead at (707) 459-7121 or Fax (707) 459-1562. Requests for such modifications or accommodations must be made at least two full business days prior to the meeting.

ADDITIONAL MEETING INFORMATION FOR INTERESTED PARTIES

Materials related to an item on this Agenda submitted to the Willits City Council, Planning Commission, or Community Development Agency after distribution of the agenda packet are available for public inspection at City Clerk's office at 111 E. Commercial Street, Willits, during normal business hours.



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Cathy Moorhead, City Clerk

Agenda Title: ADOPTION OF RESOLUTION SUPERSEDING RESOLUTION NO. 2016-10 – CALLING FOR ELECTION AND RESOLUTION NO. 2016-11 – CONSOLIDATING ELECTION WITH MENDOCINO COUNTY, TO ADD NEWLY REQUIRED ACKNOWLEDGEMENT PURSUANT TO ELECTION CODE, SECTION 10418

Type: Presentation Consent Special Meeting Public Hearing Urgent Time: 5 min.

Summary of Request: The City Council adopted Resolutions 2016-10 and 2016-11 on June 7, 2016, calling an election on November 8, 2016, consolidating the election with the Statewide General Election, and contracting with the County of Mendocino for election services.

The standard resolution template was used; however, the State added a new requirement, pursuant to Elections Code §10403, which states that the resolution calling for a consolidated election will include a statement that:

Acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418. (EC §10403(3))

The attached resolution has been amended to include this required statement.

Recommended Action: Adopt resolution superseding Resolution No. 2016-10 and Resolution No. 2016-11, to include required acknowledgment pursuant to Elections Code §10418.

Alternative(s): None recommended.

Fiscal Impact: None.

Personnel Impact: None.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION NOVEMBER 8, 2016, FOR THE ELECTION OF CITY COUNCIL CANDIDATES AND ANY BALLOT MEASURES; TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION HELD ON THE SAME DATE PURSUANT TO ELECTIONS CODE §10403; AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF MENDOCINO TO REQUEST THE COUNTY CLERK TO CONDUCT THE MUNICIPAL ELECTION OF THE CITY OF WILLITS ON TUESDAY, NOVEMBER 8, 2016, PURSUANT TO ELECTIONS CODE §10002

WHEREAS,

1. The City Council of the City of Willits called a Municipal Election to be held on Tuesday, November 8, 2016; and
2. Elections Code §10403 authorizes the City Council of the City of Willits ("City") to request the Mendocino County Board of Supervisors to consolidate a municipal election with the statewide election scheduled for November 8, 2016; and
3. Elections Code §10002 authorizes the Clerk of the County of Mendocino to render specified services relating to the conduct of an election to any city or district which has by resolution requested the Board of Supervisors to permit the County Clerk to render the services, subject to requirements set forth in that section; and
4. Pursuant to Elections Code §10403(3), the City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code §10418.
5. The City of Willits election shall consist of three (3) City Council positions, any ballot measures, and all other required election matters.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the above cited provisions, the Board of Supervisors of the County of Mendocino is hereby requested to permit the County Clerk to perform and render all services and proceedings incidental to and connected with the conduct of the November 8, 2016, Municipal Election of the City of Willits with the cooperation and assistance of the City Clerk of the City of Willits, such services to include, but not limited to the following:

- a. Establish precinct boundaries to coincide with Statewide Election.
- b. Designate polling places and appoint election officers.
- c. Notify election officers of their appointment and instruct inspectors concerning their duties.
- d. Appoint and pay election officers.
- e. Arrange for the availability of polling places, all supplies necessary for casting ballots, and setting up voting booths.
- f. Publish lists of precincts, election officers, polling places and hours polls will be open.
- g. Verify signatures appearing on candidates' nomination papers;
- h. Provide sample ballots to each voter.
- i. Receive absent voter applications, accept absent voter ballot returns, retain custody of absent voter ballot, and count absent voter ballots.
- j. Provide Certificate of County Clerk as to result of the Canvass, for approval by the City Council.

BE IT FURTHER RESOLVED, the City Clerk shall be responsible for:

- a. All functions of the City Clerk relative to arguments concerning City measures as set forth in Elections Code §9200, et seq., including filing and accepting notices required.
- b. Publication of Notice of Election.
- c. Publication of Candidates as required by law.

- d. Distribution and receipt of nomination papers.
- e. Receipt of Candidates Statement and printing deposit.
- f. Receive campaign statements and disclosure statements as required by law.

BE IT FURTHER RESOLVED, In consideration of the services rendered by the County Clerk and described herein, the City of Willits agrees to pay the actual direct costs reasonably attributable to the City's Municipal Election, and a ten percent (10%) charge for associated overhead based upon a detailed invoice prepared by the County Clerk and presented to the City for payment, and payment for services due shall be made after billing is submitted by the County of Mendocino.

The above and foregoing Resolution was introduced by Councilmember Burton seconded by Councilmember Strong, and passed and adopted at a special meeting of the City Council of the City of Willits, held on the 29th day of June, 2016, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY MOORHEAD
City Clerk



Item No. 3

Meeting Date: June 29, 2016

AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: John Sherman, Building Official

Agenda Title: APPROVE CONTRACT WITH MENDOCINO JANITORIAL FOR JANITORIAL SERVICES AT THE WILLITS POLICE DEPARTMENT, IN AN ANNUAL AMOUNT NOT TO EXCEED \$19,800, FOR FISCAL YEARS 2016/2017 AND 2017-2018

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 5 min.

Summary of Request: The City has contracted with David Edgar (dba Mendocino Janitorial) for several years to provide janitorial services at Willits Police Department. Staff has been extremely satisfied with the quality of service received from Mr. Edgar and, therefore, wishes to continue with his services.

For Fiscal Years 2016/2017 and 2017/2018, the cost remains the same, for a not to exceed cost of \$1,400 per month, and a total not to exceed amount of \$16,800 per year.

Recommended Action: Approve contract with Mendocino Janitorial for janitorial services at the Willits Police Department, in an annual amount not to exceed \$16,000, for Fiscal Years 2016/2017 and 2017/2018; and authorize the City Manager to sign contract on behalf of the City.

Alternative(s): None recommended.

Fiscal Impact: Budgeted under 1016.2061.020 for fiscal year 2016/2017 and 2017/2018.

Personnel Impact: Minimal.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this **1st** day of **July, 2016**, by and between the **CITY OF WILLITS**, a general law city ("City") and **David Edgar (Mendocino Janitorial) an Independent Cleaning Service** (Contractor) whose address is 15 Maple Street, Willits, CA 95490.

RECITALS

- A. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Contract; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services as set forth in this contract.

CONTRACT

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services described as "**Scope of Work**" in "**Exhibit A**", which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in "Exhibit A", subject to the direction of the City through its staff that it may provide from time to time.
2. **TERM.** The services of Contractor are to commence upon execution of this Contract and shall continue through **June 30, 2018**. This contract may be cancelled by either party at anytime with a 30 day written notice prior to the actual termination date.
3. **COMPENSATION.** Compensation to be paid to Contractor shall be in accordance with the "**Schedule of Charges**" set forth in "**Exhibit A,**" which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Thousand Six Hundred and Fifty Dollars (\$1,650.00)** without additional written authorization from the City. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
 - A. One Thousand One Hundred Dollars (\$1,100.00) is for the Cleaning of the Police Department.
 - B. Three Hundred Dollars (\$300.00) if for shampooing carpets and Two Hundred and Fifty Dollars (\$250.00) is for waxing and buffing the floors.
4. **METHOD OF PAYMENT.** Contractor shall submit Biweekly billings to City describing the work performed during the preceding two weeks. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. City shall pay Contractor on the 15th & last day of the month after approval of the invoice by City staff.
5. **EXTRA WORK.** At any time during the term of this Contract, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract.

6. **TERMINATION.** This Contract may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.
7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits, or privileges of City employees including, but not limited to, medical, or Worker's Compensation insurance. The parties intend to and have entered into a bonafide independent contract and nothing herein is a subterfuge to avoid making the Contractor an employee of the City. Contractor shall have control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the City.
8. **INTEREST OF CONTRACTOR.** Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Contract.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
9. **PROFESSIONAL ABILITY OF CONTRACTOR.** City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into the Contract. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
 10. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances and regulations.

11. **LICENSES.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall, if required, maintain a City of Willits business license.

12. **HOLD HARMLESS.** Contractor shall assume the defense of, and indemnify and save harmless, the City and each and every employee and agent thereof from all suits, actions, damages, claims or loss of every name and description to which the City may be subjected or put because of or arising out of Contractor's negligent performance under this Contract. In providing the indemnification of City provided in this Contract, Contractor agrees to provide for all costs of any necessary legal defense.

13. **INSURANCE REQUIREMENTS.**

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- a. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- b. Each general liability policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
 - i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, pails or equipment furnished in connection with your "ongoing operations" and "your work."
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

- iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. **Certificates of Insurance.** Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the City or on other forms which conform to all City requirements. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the City at all times during the term of this Contract.

14. **NOTICES.** Any notice required to be given under this Contract shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Willits
 111 East Commercial St.
 Willits, CA 95490-3188

If to Contractor: Mendocino Janitorial
 15 Maple Street
 Willits, CA 95490

15. **ENTIRE CONTRACT.** This Contract constitutes the complete and exclusive statement of Contract between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

17. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
18. **WAIVER.** Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.
19. **SEVERABILITY.** If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.
20. **CONTROLLING LAW VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mendocino.
21. **LITIGATION EXPENSES AND ATTORNEYS FEES.** If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
22. **MEDIATION.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Contract through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
23. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER CONTRACT.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.

25. **PROHIBITED INTERESTS.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

26. **EQUAL OPPORTUNITY EMPLOYMENT.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CITY OF WILLITS:

CONTRACTOR:

Adrienne Moore, City Manager

By: _____

Title: _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

H. James Lance, City Attorney

Cathy Moorhead, City Clerk

Attachments: Exhibit A - Scope of Services & Schedule of Charges
 Exhibit B – Insurance Certificates

EXHIBIT “A”

“Scope of Work to be performed by Contractor”



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: John Sherman, Building Official

Agenda Title: APPROVE CONTRACT WITH MICHAEL CERATTO FOR JANITORIAL SERVICES AT CITY OFFICES, IN AN AMOUNT NOT TO EXCEED \$22,320, FOR FISCAL YEAR 2016-2017

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 5 min.

Summary of Request: Over the past several years, Michael Ceratto has filled in as a temporary janitor when needed (i.e., vacations), for which the quality of his services has been very satisfactory. At this time, City staff would like to contract with Mr. Ceratto to provide regular janitorial services at City Hall and the Public Works/Engineering Department. Therefore, staff recommends a 1-year agreement for Fiscal Year 2016/2017, with the cost remaining the same as the pervious janitorial services, at \$1,600 per month for City Hall and \$260 per month for Public Works Department, for a total contract amount of \$1,860 per month (\$22,320 per year).

Recommended Action: Approve contract with Michael Ceratto for janitorial services at City offices, in an amount not to exceed \$22,320, for Fiscal Year 2016/2017; and authorize the City Manager to sign contract on behalf of the City.

Alternative(s): None recommended.

Fiscal Impact: Budgeted under 1016.2061.020 for fiscal year 2016/2017.

Personnel Impact: Minimal.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this **1st** day of **July, 2016**, by and between the **CITY OF WILLITS**, a general law city ("City") and **Michael Ceratto, an Independent Cleaning Service** (Contractor) whose address is **79 S. Humboldt Street, Willits , CA 95490**.

RECITALS

- A. Contractor is specially trained, experienced and competent to perform the special services which will be required by this Contract; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services as set forth in this contract.

CONTRACT

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the services described as "**Scope of Work**" in "**Exhibit A & B**" which is attached hereto and incorporated herein by reference. Contractor shall provide said services at the time, place, and in the manner specified in "Exhibit A & B," subject to the direction of the City through its staff that it may provide from time to time.
2. **TERM.** The services of Contractor are to commence upon execution of this Contract and shall continue through **June 30, 2017**. This contract may be cancelled by either party at anytime with a 30 day written notice prior to the actual termination date.
3. **COMPENSATION.** Compensation to be paid to Contractor shall be in accordance with the "**Schedule of Charges**" set forth in "**Exhibit A & B**" which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Thousand Six Hundred Dollars (\$1,600.00)** a month in "**Exhibit A**" and **Two Hundred Sixty Dollars (\$260.00)** a month in "**Exhibit B**" without additional written authorization from the City. Payment by City under this Contract shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **METHOD OF PAYMENT.** Contractor shall submit Biweekly billings to City describing the work performed during the preceding two weeks. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and a description of any reimbursable expenditures. City shall pay Contractor on the 15th & last day of the month after approval of the invoice by City staff.
5. **EXTRA WORK.** At any time during the term of this Contract, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work, which is determined by City to be necessary, but which the parties did not reasonably anticipate would be necessary at the execution of this Contract.
6. **TERMINATION.** This Contract may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

7. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits, or privileges of City employees including, but not limited to, medical, or Worker's Compensation insurance. The parties intend to and have entered into a bonafide independent contract and nothing herein is a subterfuge to avoid making the Contractor an employee of the City. Contractor shall have control of the means, methods and details of performing the work and shall only be subject to the general direction and supervision of the City.

8. **INTEREST OF CONTRACTOR.** Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Contract.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
9. **PROFESSIONAL ABILITY OF CONTRACTOR.** City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into the Contract. Contractor shall therefore provide properly skilled professional and technical personnel to perform all services under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

 10. **COMPLIANCE WITH LAWS.** Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances and regulations.

11. **LICENSES.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall, if required, maintain a City of Willits business license.

12. **HOLD HARMLESS.** Contractor shall assume the defense of, and indemnify and save harmless, the City and each and every employee and agent thereof from all suits, actions, damages, claims or loss of every name and description to which the City may be subjected or put because of or arising out of Contractor's negligent performance under this Contract. In providing the indemnification of City provided in this Contract, Contractor agrees to provide for all costs of any necessary legal defense.

13. **INSURANCE REQUIREMENTS.**

Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- a. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- b. Each general liability policy shall be with insurers possessing a Best's rating of no less than A: VII and shall be endorsed with the following specific language:
 - i. The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, pails or equipment furnished in connection with your "ongoing operations" and "your work."
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- d. **Certificates of Insurance.** Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. The endorsement shall be on forms provided by the City or on other forms which conform to all City requirements. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Contract. Current certification of insurance shall be kept on file with the City at all times during the term of this Contract.
14. **NOTICES.** Any notice required to be given under this Contract shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.
- If to City: City of Willits
 111 East Commercial St.
 Willits, CA 95490-3188
- If to Contractor: Michael Ceratto
 79 S. Humboldt St.
 Willits, CA 95490
15. **ENTIRE CONTRACT.** This Contract constitutes the complete and exclusive statement of Contract between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
16. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
17. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the City. If City

consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. **WAIVER.** Waiver of a breach or default under this Contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Contract.
19. **SEVERABILITY.** If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.
20. **CONTROLLING LAW VENUE.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mendocino.
21. **LITIGATION EXPENSES AND ATTORNEYS FEES.** If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
22. **MEDIATION.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Contract through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
23. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.
24. **AUTHORITY TO ENTER CONTRACT.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party.
25. **PROHIBITED INTERESTS.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage

fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

26. **EQUAL OPPORTUNITY EMPLOYMENT.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

CITY OF WILLITS:

CONTRACTOR:

Adrienne Moore, City Manager

By: _____

Title: _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

H. James Lance, City Attorney

Cathy Moorhead, City Clerk

Attachments: Exhibit A – Scope of Work/Schedule of Charges – City Hall
 Exhibit B – Scope of Work/Schedule of Charges – Public Works
 Exhibit C – Insurance Certificates
 Exhibit D – Insurance Endorsements
 Exhibit E – IRS W-9 Reporting Form
 Exhibit F – Workers' Compensation Insurance Exemption

EXHIBIT "A"

"Scope of Work to be performed by Contractor at City Hall"

This contract contains the agreement between the City of Willits – City Hall hereinafter referred to "Client", and Michael Ceratto, hereinafter referred to as "Service Provider."

Michael Ceratto is happy to provide you with all of your cleaning needs. Please refer to the outline below for a detailed description of the services and requirements of this bid.

1. Proposed Standard Services – The following services will be provided each day:

- a. Monday – Friday:** All garbage's emptied; all floors vacuumed, upstairs and down; all restrooms cleaned, including sweeping & mopping, T.P. and P.T. restocked and mirrors cleaned; lobby swept and mopped; all glass doors cleaned; and empty trash and vacuum break.

- b. Friday's only:** Front of building swept and cleaned from of all trash; walls in stairway and main lobby wiped down; vacuum stairwell; sweep and mop kitchen, hallway between kitchen and bar; vacuum council chambers.

- c. As needed:** Clean trophy case (inside and out); de-cobweb entire building.

2. Cancellation Notice: If you need to cancel service, a written notice of cancellation must be given on month prior to actual termination date.

"Schedule of Charges"

Fees for the Cleaning of City Hall are as follows:

The fees to be charged for the Standard Services per month are \$ 1,600. An invoice will be submitted by Service Provider bi-monthly and is payable in the form of a check on the 15th and 30th of each month.

EXHIBIT “B”
**“Scope of Work to be performed by Contractor at
Public Works & Engineering”**

Michael Ceratto is happy to provide you with all of your cleaning needs. Please refer to the outline below for a detailed description of the services and requirements of this bid.

1. Proposed Standard Services – for \$215 per month, the following services will be provided once weekly:

- Thorough cleaning of the bathroom to include cleaning toilet, sink, sweeping and mopping and cleaning of mirrors
- Wiping down the desks – providing not cluttered
- Emptying all trash and recycling bins
- Vacuuming the entire building, including the entry mats
- Wiping down the doors and walls
- Thorough cleaning of break room to include cleaning sink and countertops, and sweeping and mopping the floors
- Dusting the entire building, including the light fixtures and furniture, and removal of cobwebs.

2. Proposed Special Services- - For an additional \$45 per month, the following special services will be provided once monthly:

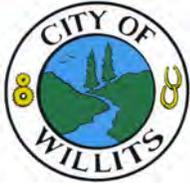
- Cleaning of all windows, inside and out & sills
- Whipping down baseboards

3. Cancellation Notice: If you need to cancel services, a written notice of cancellation must be given on month prior to actual termination date.

“Schedule of Charges”

Fees for the Cleaning of Public Works and Engineering Department are as follows:

The fees to be charged for both the Standard Services and the Special Services totals \$260 per month. An invoice will be submitted by Service Provider on the last Thursday of each month and will be due by the 15th day of the following month.



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Adrienne Moore, City Manager
Susie Holmes, Finance Director

Agenda Title: DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION AUTHORIZING CONTINUATION OF MUNICIPAL OPERATIONS BASED UPON THE FISCAL YEAR 2015-16 BUDGET

Type: Presentation Consent Special Meeting Public Hearing Urgent Time: 30 min.

Summary of Request: Due to the complexity of issues surrounding the Fiscal Year 2016-17 budget, it has not been possible to bring forward a proposed budget prior to the beginning of the fiscal year. In order to present a budget that, to the extent possible, realistically incorporates all the revenues and expenditures expected for the next year and beyond, additional work is needed.

In order to provide continuing funding for City services and programs, it is necessary to adopt a continuing appropriation and expenditure budget based upon the Fiscal Year 2015-16 Budget.

It is anticipated that the Proposed Fiscal Year 2016-2017 Budget will be presented to the Council on July 13, 2016, at a regular City Council meeting.

Recommended Action: Adopt Resolution authorizing continuation of municipal operations based upon the Fiscal Year 2015-16 Budget.

Alternative(s): None recommended.

Fiscal Impact: Financial activities will continue in Fiscal Year 2016-17 for ongoing and routine expenditures.

Personnel Impact: None.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS AUTHORIZING CONTINUATION OF MUNICIPAL OPERATIONS BASED UPON THE FISCAL YEAR 2015-16 BUDGET

WHEREAS, traditionally, the Willits City Council conducts hearings on its budget for the upcoming fiscal year in May and June in order to approve the budget before the beginning of the fiscal year commencing July 1st; and

WHEREAS, due to the complexity of issues surrounding the Fiscal Year 2016-17 Budget, it has not been possible to bring forward a proposed budget prior to the beginning of the fiscal year; and

WHEREAS, in order to present a budget that, to the extent possible, realistically incorporates all the revenues and expenditures expected for the next year and beyond, additional time is needed to prepare the budget; and

WHEREAS, in order to provide continuing funding for City services and programs, it is necessary to adopt a continuing appropriation and expenditure budget based upon the Fiscal Year 2015-16 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize, as follows:

1. That the operating budget, exclusive of capital projects and equipment, for Fiscal Year 2015-16, is hereby established as the appropriation and expenditure level, on a monthly prorated basis, until the City Council's adoption of the Budget for Fiscal Year 2016-17.
2. City staff shall continue to process warrants in accordance with the law.
3. The Finance Director may draw warrants or checks in payment of certified payroll and other demands and certify that they comply with the proposed Budget, subject to final ratification by the City Council after the final Budget is adopted for Fiscal Year 2016-17. As so certified, said warrants and checks shall be deemed to comply with Government Code Section 37208.
4. This resolution shall terminate upon adoption of an approved Budget for Fiscal Year 2016-17.

The above and foregoing Resolution was introduced by Councilmember _____ seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Willits, held on the 29th day of June, 2016, by the following vote:

AYES:
NOES:
ABSENT:

BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:

CATHY MOORHEAD
City Clerk



AGENDA SUMMARY REPORT

To: Honorable Mayor and Council Members

From: Ron Orenstein, Vice Mayor/MSWMA Board Chair

Agenda Title: DISCUSSION AND POSSIBLE DIRECTION REGARDING THE ROLE AND THE FUTURE OF MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY (MSWMA)

Type: Presentation Consent Regular Agenda Public Hearing Urgent Time: 15 min

Summary of Request: At the April 21, 2016 meeting of the MSWMA Board, there was some discussion about the continuing role of MSWMA, which was prompted by an ongoing discussion about the Central Coast Transfer Station that is to be located on Highway 20, a few miles east of Highway 1. It is clearly understood that the Transfer Station is a project that involves only the City of Fort Bragg and the County, and the only reason that this subject ever made it to the MSWMA agenda was because the MSWMA Board had been asked to provide a loan in the amount of \$100,000 in order to complete the EIR – if it was needed. As it turned out, the loan was not needed, and it was placed on hold. The other connection was that the MSWMA General Manager, Mike Sweeney, has been working on the project in his dual role as MSWMA General Manager and County Solid Waste Administrator.

The discussion also revolved around the potential that Mike Sweeney would eventually retire. Although there has been no indication from him that this is imminent, it nevertheless raises the issue of succession, which leads to the bigger question regarding the current role of MSWMA and its role going forward.

MSWMA was formed in 1990, ostensibly to deal with the closure of a landfill, and to seek other alternatives to collecting solid waste in Mendocino County. It is questionable if that role is still pertinent, and if there is a more efficient way to deal with solid waste in Mendocino County.

The current MSWMA budget totals about \$1 million, about \$352,000 coming from various grants to provide services. The 2016-2017 MSWMA General Fund Budget is attached for information, as is a report that includes the services provided by MSWMA as well as possible alternatives. There has been no detailed analysis made about possible cost savings or added expenditures if an alternative plan is adopted.

Recommended Action: This matter is on the MSWMA agenda for the meeting of June 30th, and the Council's input and direction regarding its position, is requested prior to that meeting. No particular action or opinion is being offered at this time, but the possible options include: 1) continuing as MSWMA, with the probability that a new General Manager will need to be hired in the future, or 2) eventually dissolving MSWMA and having its functions carried out by another party, most likely one of the waste haulers currently operating in the county.

Fiscal Impact: Not known at this time.

Personnel Impact: There could be some additional administrative tasks that would be performed by City Staff that are currently handled by MSWMA staff. This could be offset by redirecting some revenue that's currently paid to MSWMA to the City.

Reviewed by: City Manager City Attorney Finance Director Human Resources Risk

Council Action: Approved Denied Other: _____

Records: Agreement Resolution # _____ Ordinance # _____ Other _____

May 25, 2016

To: Willits City Council
From: Ron Orenstein
Subject: The future of MSWMA

At its meeting on June 30, 2016, the MSWMA board will discuss the purpose of MSWMA and what it should be (or not be) going into the future. This memo is intended to outline the issues and possible alternatives regarding MSWMA.

Background: The question was raised at the last MSWMA board meeting in regard to the proposed Coast Transfer Station; there is the potential for a lawsuit impending, but because the transfer station is really a joint project between the County and the City of Fort Bragg, it's clear that the MSWMA board has no real interest or jurisdiction in the matter. Except for the fact that the General Manager, Mike Sweeney, is an employee of MSWMA in addition to being an employee of the County. Because of this, the MSWMA board does have an interest in the matter, but again, with no direct interest in the project.

In addition to that, Mike Sweeney has expressed the fact that he will eventually retire, prompting the MSWMA board to consider possible alternatives that include hiring another General Manager or dissolving MSWMA altogether.

This memo is being presented to the City Council in order to get direction when discussing the matter at the June 30 MSWMA board meeting. The following was compiled by Jerry Ward, and is a brief presentation of the alternatives to MSWMA and the possible way of handling the alternatives:

Services that are offered by MSWMA:

1. Collection of household hazardous wastes through the HazMobile
2. Illegal dump cleanup
3. Collecting freon and mercury switches from appliances
4. Public education about recycling
5. Tire amnesty collections
6. Reporting on recycling collections
7. Applying for and administering grants
8. Contract administrator for solid waste contracts.

Possible options

1. Hire a new General Manager
2. Issue a Request for Proposals (RFP) from local waste management companies to assume the tasks that are currently done by MSWMA
3. Enter into an agreement with the successful company(s) to handle these tasks

How MSWMA tasks would be handled without a General Manager

1. The MSWMA board would select the waste management company – the Lead Entity
2. Existing contracts between the jurisdictions (Cities and County) would remain in force, with the contracts being administered by each jurisdiction.
3. Each jurisdiction would arrange for its own needs to be taken care of, regarding the tasks currently carried out by MSWMA.
4. The Lead Entity would provide: public education about recycling; illegal dump cleanup; grant writing with City/County sponsorship; freon and mercury switch collection.

Hazardous waste

Currently, hazardous waste is collected around the county on specific days at specific locations. Members of the public are required to store their hazardous waste until the HazMobile comes to a location near them. Under the new arrangement, ten existing transfer stations around the county would be able to accept hazardous waste any time during their regular operating hours, or perhaps on a specific day each week.

The Lead Entity would purchase the existing MSWMA site on Taylor Road in Ukiah and continue to employ the three technicians who will continue to process these materials. An office support employee would oversee the reporting, accounting and customer service that is currently provided by an MSWMA employee.

Prescription drugs and sharps could also be collected at the 10 transfer stations and processed at the Taylor Road facility.

The hazardous waste items that are dropped off at the 10 transfer stations would be collected under the control of the Lead Entity, and brought to the Taylor Road facility.

There are details that need to be worked out, but these could be accomplished between the various waste haulers in the county.

The original purpose of the creation of MSWMA was focused on landfills, and since all local landfills have been closed with collection being performed by the transfer stations, a major function and purpose of MSWMA has become obsolete, and it might be appropriate to dissolve MSWMA and the bureaucracy that has been created. There is also the potential to save thousands of dollars in salary for the General Manager position.

[April 13, 2015]

MSWMA GENERAL FUND BUDGET, 2016-17 FISCAL YEAR

		2015-16 Budget as amended	Actual July 1, 2015- April 13, 2015	Proposed 2016-2017
	REVENUE			
R1	County services payment	99,572	99,572	99,572
R2	Employee health premiums	6,075	4,950	6,075
R3	HHW service	45,000	39,580	45,000
R4	Interest	300	304	300
R5	PaintCare Contract	50,000	39,793	50,000
R6	Recycling block grant	31,000	0	31,000
R7	Revenue, misc.	24,000	18,174	5,000
R8	Sale of surplus truck	10,000	10,000	0
R9	Surcharge	288,000	239,910	288,000
R10	Tire Grant income	30,000	22,590	32,000
R11	Used oil block grant income	30,000	0	30,000
R12	Willits Transfer station contract fee	7,000	0	7,000
R13	Used oil filter recycling grant	66,477	16,463	0
R14	Used oil center incentive payments	1,400	1,192	1,400
R15	Repayment Caspar JPA loan	17,200	0	0
R16	Farm & Ranch Cleanup Grant	195,000	0	0
R17	HHW Grant	0	0	75,000
R18	TOTAL REVENUE	901,024	492,528	670,347

(See expenditures on next page)

MSWMA GENERAL FUND BUDGET, 2016-17 FISCAL YEAR -- continued

	EXPENDITURES	2015-16 Budget as amended	Actual July 1, 2015-April 13, 2016	Proposed 2016-17
E1	Advertising	20,000	13,720	1,500
E2	Audit	7,000	7,000	7,000
E3	CPSC dues	2,000	2,000	2,000
E4	Debt financing payments	20,535	15,401	20,535
E5	Fuel	6,500	3,669	5,500
E6	Health insurance	60,000	51,935	65,000
E7	HHW disposal expense	60,000	43,117	60,000
E8	HHW facility	500	0	500
E9	HHW supplies	33,000	27,007	33,000
E10	Illegal dump fees & cleanup costs	5,000	7,351	5,000
E11	Liability insurance	17,000	16,488	17,000
E12	Miscellaneous	2,000	618	2,000
E13	Office supplies	3,000	4,028	3,000
E14	Oil grant expense	7,000	1,879	5,000
E15	Payroll expense, regular	220,000	181,561	200,000
E16	Payroll, Used Oil Recycling Grant	25,000	21,006	25,000
E17	Payroll, Oil Filter Grant	2,000	0	0
E18	Pension SEP-IRA	30,500	31,740	32,000
E19	Postage	1,000	461	1,000
E20	Printing	500	43	500
E21	Recycling Block Grant expenditure	0	986	31,000
E22	Safety supplies	4,000	3,858	4,000
E23	Telephone (communications)	6,000	4,163	5,500
E24	Tire recycling grant expense	20,000	21,461	26,000
E25	Training fees	1,000	717	1,000
E26	Utilities	2,700	2,025	2,700
E27	Vehicle maintenance	6,000	5,432	6,000
E28	Vehicle mileage	3,000	1,420	2,500
E29	Worker's compensation insurance	12,000	12,198	12,000
E30	Loan to Caspar JPA	17,200	0	0
E31	Used Oil Filter Grant, general	64,477	47,344	0
E32	HHW Grant expense	0	0	75,000
E33	Maintenance building & grounds	0	1,627	1,500
E34	Truck acquisition	5,400	9,953	0
E35	Farm & Ranch Grant expenditures	195,000	0	0
E35	TOTAL EXPENDITURES	859,312	540,208	652,735
	NET	41,712	(47,680)	17,612

LINE ITEM DETAIL DISCUSSION

REVENUE

- R1. County services payment.** Per MSWMA contract with Mendocino County for contract administration.
- R2. Employee health premiums.** Anticipated revenue at \$50 per covered employee or dependent.
- R3. HHW Service.** Charges to Sonoma County, businesses, and households with HHW over the daily limit.
- R4. Interest.** Paid by Savings Bank.
- R5. PaintCare Contract.** Reimbursement for paint recycling costs.
- R6. Recycling block grant.** Pooled grants to MSWMA members from CalRecycle.
- R7. Revenue, miscellaneous.** In 2015-16 included reimbursements from Empire Waste Management for mixed organics outreach. Also lead battery sales.
- R8. Sale of surplus truck.**
- R9. Surcharge.** \$5 per ton on solid waste disposal in Mendocino County.
- R10. Tire Grant income.** State grant funds annual free tire recycling events.
- R11. Used oil block grant income.** Pooled grants to MSWMA members from CalRecycle.
- R12. Willits transfer station contract administration fee.** Paid for contract administration pursuant to County-FB-Willits contracts with SWOW.
- R13. Used oil filter recycling grant.** CalRecycle grant used mostly for advertising.
- R14. Used oil center incentive payments.** Payments by CalRecycle for used oil recycling by MSWMA as Certified Oil Recycling Center.
- R15. Repayment Caspar JPA loan.** No loan was made.
- R16. Farm & Ranch Cleanup Grant.** Grant from CalRecycle for Lost Coast Forestlands project.
- R17. HHW Grant.** Anticipated grant for general HHW expenses & equipment.

EXPENDITURES

- E1. Advertising.** HazMobile ads and other miscellaneous ads. 2015-16 included mixed organics cart-hangers for Empire Waste Management customers.
- E2. Audit.** Annual audit by outside CPA.
- E3. CPSC dues.** California Product Stewardship Council.
- E4. Debt financing payments.** Savings Bank loan for new facility.
- E5. Fuel.** Covers 4 trucks based at HazMobile facility.
- E6. Health insurance.** Covers 5 full-time employees.
- E7. HHW disposal expense.** Vendors who haul away different categories of HHW for disposal or recycling.
- E8. HHW facility.** Miscellaneous facility expenditures at 3200 Taylor Drive.
- E9. HHW supplies.**
- E10. Illegal dump fees & cleanup costs.** Hiring equipment contractors and contract labor for large cleanups, reimbursing volunteer cleanup costs. Includes code enforcement cleanups

pursuant to MOU with County Planning & Buildings Services Department. Some costs for 2016-17 will be charged to Recycling Block Grant line.

- E11. Liability insurance.** \$10 million from Special District Risk Management Authority.
- E12. Miscellaneous.**
- E13. Office supplies.**
- E14. Oil grant expense.** Disposal company is now charging for oil removal.
- E15. Payroll expense, regular.** Salaries, wages and payroll taxes not charged to various grants. Projected to decline in 2016-17 because more Office Manager time will be charged to Recycling Block Grant and Tire Recycling Grant.
- E16. Payroll, Used Oil Recycling Grant.** Portion of payroll charged under this grant.
- E17. Payroll, Oil Filter Grant.** Portion of payroll charged to this grant.
- E18. Pension SEP-IRA.** MSWMA contribution to Simplified Employee Pension-Individual Retirement Accounts for employees with 3 years' service.
- E19. Postage.**
- E20. Printing.**
- E21. Recycling Block Grant Expenditure.** For 2016-17, various public information and illegal dump cleanup costs will be charged to this grant.
- E22. Safety supplies.**
- E23. Telephone (communications):** Telephones, internet, web site.
- E24. Tire recycling amnesty collections.**
- E25. Training fees.** OSHA-mandated training, physicals, drug testing.
- E26. Utilities.** For HazMobile building and office.
- E27. Vehicle maintenance.**
- E28. Vehicle mileage.** Paid at IRS rate for use of employee vehicles.
- E29. Worker's compensation insurance.** With Special District Risk Management Authority.
- E30. Loan to Caspar JPA.** No loan was made and amount and date of future loan unknown.
- E31. Used Oil Filter Grant, general.** Expenditures for filters and publicity.
- E32. HHW Grant expense.** Expenditures for various costs and acquisitions under anticipated CalRecycle grant.
- E33. Maintenance buildings & grounds.**
- E34. Truck acquisition.** In 2015-16, \$5,000 for purchase of used Ranger pickup plus \$4,953 for retrofit of heavy duty truck semi-tractor purchased under 2014-15 fiscal year budget. No acquisitions planned for 2016-17.
- E35. Farm & Ranch Grant expenditures.** For Lost Coast Forestlands cleanup.

Mendocino Solid Waste Management Authority

Agenda Summary Report

Item No. 10

Meeting Date: June 30, 2016

Topic: Role of MSWMA

Prepared by: Mike Sweeney

June 20, 2016

The following documents are attached:

1. MSWMA 2016 Annual Report

Some of the notable features in the annual report are

- (1) The disclosure that MSWMA has obtained \$2,735,665 in state grants
- (2) The Mission Statement adopted by the Board in 2012

2. The Joint Powers Agreement from 1990 and the First Amendment from 1992.

The original JPA states that MSWMA's purposes include "preparing and implementing a MSWMA Solid Waste Management Plan which meets the requirements of the [California Integrated Waste Management] Act."

The amendment adds "When requested to do so by a member entity, the MSWMA may assume franchising and franchise administration responsibility for solid waste handling services administered by said entity."

3. The Memorandum of Agreement between MSWMA and the County designating the MSWMA General Manager as County Solid Waste Director.

I believe that during the past 26 years MSWMA has shown the value of a joint powers entity that serve all the jurisdictions as a specialist in solid waste. Among the unique functions are:

1. Providing an institutional memory of solid waste matters that is independent of the for-profit solid waste haulers.

2. Administering the increasingly-complex solid waste franchise contracts that the individual cities and the county may not otherwise have the ability to do.
3. Obtaining state grants that only public entities can apply for, including grants that are only worthwhile if the allocations of all 4 MSWMA members are pooled.
4. Providing award-winning hazardous waste services efficiently on a county-wide scale.
5. Meeting the challenge of illegal dumping.

Recommended action: Affirm support for continuing MSWMA's role.

MEMORANDUM OF AGREEMENT

BETWEEN

MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY

AND

THE COUNTY OF MENDOCINO

THIS AGREEMENT, entered into effect on October 20____, 2009, is a Memorandum Of Agreement which identifies and sets forth the joint and individual responsibility of the Mendocino Solid Waste Management Authority, a joint powers agency created by the County of Mendocino, City of Ukiah, City of Fort Bragg, and the City of Willits, (hereinafter referred to as "MSWMA") and the County of Mendocino, (hereinafter referred to as the "COUNTY") in the administration and management of certain County solid waste activities as set forth herein.

It is hereby agreed between the MSWMA and the COUNTY that:

1. SCOPE OF WORK

A. The MSWMA General Manager, in addition to MSWMA duties, will serve as Solid Waste Director (hereinafter "Director") for the County of Mendocino and will act in that capacity for and on behalf of the County of Mendocino to administer and manage the County's Solid Waste Disposal System. The Director will provide contract administration for franchise area collection contracts, processing of Construction & Demolition permits in coordination with County Planning & Building Department and in accordance with Mendocino County Code Chapter 18.35. The Director will also be responsible for the preparation and presentation of issues to the Board of Supervisors for their review and consent when required, including, but not limited to, rate and fee changes, contract extensions or renewals, and contract bidding.

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B. The Director will administer all County contracts relating to the operation of County-owned transfer stations by private operators, and shall assist in the negotiation, drafting and presentation of such contracts. The Director will represent the County interests with respect to its contract with Solid Waste of Willits for the Willits Transfer Station and will serve as contract administrator so long as there is consent from a majority of public-agency parties to that contract.

C. For transfer stations that remain under County operation, The Department of Transportation will provide day-to-day operational management, personnel supervision, accounts payable, accounts receivable, tabulation of material quantities, and coordination of overhaul by hauling contractors, budgetary tracking and control. The Director will administer contracts for hauling services for the transfer stations and will serve as a consultant without compensation in addition to the annual payment set forth in Section 6 to the Director of Transportation on all matters related to County-operated transfer stations.

D. The Department of Transportation will provide closure and post-closure management, maintenance, monitoring and reporting for all landfills. The Director will have no responsibilities for closure and post-closure but will serve as a consultant without compensation in addition to the annual payment set forth in Section 6 on an as needed basis and with the approval of the Director of the Department of Transportation. The Department of Transportation will also perform any site maintenance duties that may be assigned to the County under transfer station operations contract with private operators.

2. SUPERVISION

As County Solid Waste Director under contract, the MSWMA General Manager will report to Mendocino County Board of Supervisors through the COUNTY Chief Executive Officer or his designee. All powers, ownership, rights, responsibility and

authority possessed by COUNTY under its solid waste contracts and ordinances shall remain with the COUNTY. In the exercise of duties as COUNTY Director, the MSWMA General Manager will act on behalf of COUNTY, and not on the behalf of MSWMA. The right to review and consent as appropriate and customary to the actions of the Director shall remain with COUNTY, the Chief Executive Officer or his designee and the Board of Supervisors.

3. APPLICABILITY OF COUNTY RULES AND REGULATIONS

The Director shall adhere to all COUNTY ordinances, rules and regulations, County Purchasing Agreements and State contracting law. The Director shall coordinate and cooperate as necessary with all COUNTY Departments including the Chief Executive Office, Department of Transportation, Planning & Building Services, Health and Human Services, Clerk of the Board, General Services Agency and the Office of County Counsel.

4. CONFLICT OF INTEREST

MSWMA acknowledges and accepts the provisions of Government Code Section 1126 relating to inconsistent, incompatible, or conflicting employment. MSWMA hereby agrees to allow its General Manager to accept this engagement with the COUNTY. If any dispute, conflict, or significant difference of interest develops between COUNTY and MSWMA or another MSWMA member, jurisdiction on any matter involving the MSWMA General Manager's duties as the COUNTY Solid Waste Director, the General Manager shall disclose and describe any such matter as soon as it is known, to the affected parties, and cooperate fully with any party that may seek separate representation of its interests in such matter. This agreement shall in no way be construed to be a waiver of any conflict between the parties.

5. MSWMA EMPLOYEE

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No relationship of employer and employee is created by this Agreement; it being

understood and agreed that the MSWMA General Manager serving as Director shall remain an employee of MSWMA. The Director is not the employee of the COUNTY and shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

MSWMA shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of MSWMA's failure to pay such amounts.

MSWMA may employ other staff who will assist the General Manager in the performance of the WORK described in this Agreement. In carrying out the work contemplated herein, MSWMA shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the employees conducting and participating in the work; and agrees that such employees shall not be treated or considered in any way as employees of COUNTY. All costs incurred in the performance of the WORK, including salaries, benefits, office rental, telephone, and vehicles, will be paid by MSWMA, subject to reimbursement by COUNTY as set forth herein.

6. COUNTY REIMBURSEMENT

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How much \$ Does Sweeney Get?

The COUNTY shall reimburse MSWMA for the costs incurred by MSWMA in performing the services under this Memorandum of Agreement, in quarterly payments following invoicing by MSWMA. The cost of services shall initially be in the amount of ninety nine thousand five hundred and seventy two dollars (\$99,572) per year. This amount shall be adjusted annually by a percentage equal to any cost of living adjustment granted by the MSWMA Board of Commissioners to MSWMA employees generally and also adjusted by any amount agreed to by COUNTY and MSWMA following a review of the costs of the services to be performed. The cost of services shall be reduced by any in-kind services provided to MSWMA by COUNTY as agreed to by MSWMA and COUNTY. Any special costs incurred by MSWMA in performance of this Agreement, such as outside consultant contracts, shall be paid by COUNTY following prior approval by the Chief Executive Officer or the Board of Supervisors. The contract administration fee under the Willits Transfer Station contract shall be paid to MSWMA as contract administrator.

7. OWNERSHIP AND LIABILITY

The Agreement does not change any ownership aspects of the COUNTY infrastructure or maintenance responsibilities, and MSWMA shall not incur any responsibility, cost or liability for any matter arising from the duties of the MSWMA General Manager as COUNTY Solid Waste Director.

8. EXISTING SERVICES

MSWMA currently provides a variety of services to COUNTY, including CIWMB annual report filing, administration of certain grants, household hazardous waste collection, appliance hazardous waste removal, trailer/motor home demolition, and roadside illegal dumping abatement. This Agreement is not intended to affect or revise any existing MSWMA services to COUNTY or require new or additional COUNTY payments for those preexisting services. Pursuant to the MSWMA Joint Powers Agreement, MSWMA shall continue to provide services to its member jurisdictions

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under terms and conditions decided by the MSWMA Board of Commissioners, separate from the WORK described in this Agreement.

9. INDEMNIFICATION

COUNTY will indemnify, defend, and hold harmless MSWMA and its elected and appointed officials, officers, employees and agents from and against all loss, risk of loss, damages, injuries and expenses (including without limitation, actual attorney's fees and defense costs), because of or by reason of any and all claims, demands, suits, actions, judgments, including any violation of federal, state or municipal law or regulation and by whomever and whenever made or obtained, allegedly caused by arising out or relating in any manner to the performance or non-performance under this agreement and whether it is caused in whole or in part by any negligent act, omission or willful misconduct or a breach of fiduciary duty, or breach of any representation or warranty made by COUNTY that was not in good faith, or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. MSWMA may participate in the defense of any such claim without relieving COUNTY of any obligation hereunder.

10. AMENDMENT

No alteration of the terms of this Agreement shall be valid unless made in writing and signed by PARTIES hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES' hereto.

11. TERMINATION

The COUNTY may terminate this Agreement and the appointment of MSWMA General Manager as COUNTY Solid Waste Director at any time upon written notice; however, COUNTY compensation payments made to MSWMA shall continue to be due and payable for 90 days after termination initiated by the COUNTY. MSWMA may terminate this Agreement upon 90 days written notice to COUNTY.

12. SEVERABILITY

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The provisions of this agreement are separate and severable. If any provision of this agreement is for any reason held by a court to be unconstitutional or invalid, such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this agreement or the validity of its application to other persons or circumstances.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

**MENDOCINO COUNTY SOLID WASTE
MANAGEMENT AUTHORITY**

COUNTY OF MENDOCINO



CHAIR, MSWMA



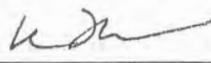
CHAIR, BOARD OF SUPERVISORS

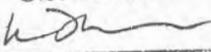
Recommending Approval:


TOM MITCHELL, Chief Executive Officer

Attest:
KRISTI FURMAN, Clerk of the Board

County of Mendocino
I hereby certify that according to the
provisions of Government Code
Sections 25103, delivery of this
document has been made.

By 

KRISTI FURMAN
Clerk of the Board
By: 



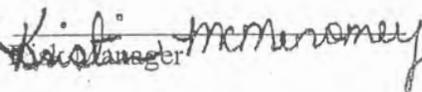
INSURANCE REQUIREMENTS:

APPROVED AS TO FORM:

KRISTIN McMENOMEY, Director
General Services Agency



JEANINE B. NADEL, County Counsel

By 

Kristin McMenemy

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JOINT POWERS AGREEMENT BETWEEN THE CITIES OF
FORT BRAGG, UKIAH, WILLITS AND THE COUNTY OF MENDOCINO
CREATING THE MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY

THIS AGREEMENT is made and entered into this 19th day of
October, 1990 by and between the signatories to this
Agreement, which are local governments in Mendocino County,
acting through their respective legislative bodies ("PARTIES"),

WITNESSETH:

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

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

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

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

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WHEREAS, the PARTIES find that it would be to their mutual advantage and benefit to work together and share costs to: (1) site, license, construct and operate sanitary landfills and (2) prepare a source reduction and recycling plan that meets the requirements of the Act; and

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

WHEREAS, the PARTIES desire, by means of this Agreement, to establish a separate agency and procedure to accomplish these goals; and

WHEREAS, it is the intent of the PARTIES that other public agencies within the County that exercise the same common powers of MSWMA shared by the PARTIES may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro-rata share of the organizational, developmental and other costs or expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY and said participating nonvoting public agency member;

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

1. Purpose. The purpose of this Agreement is to establish an agency to be known as the MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY ("MSWMA") for the purpose of: (a) siting, licensing, developing, constructing, maintaining, and operating MSWMA

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disposal sites or sanitary landfills, (b) preparing and implementing a MSWMA Solid Waste Management Plan which meets the requirement of the Act, and (c) exercising all other appropriate powers reasonably necessary to carry out the purpose of this Agreement.

2. Establishment of the Agency/Composition of the Commission. There is hereby established pursuant to the Joint Exercise Powers Act (Section 6500 et seq., of the Government Code of the State of California) an Agency which shall be a public entity separate from the PARTIES to this Agreement. The name of said agency shall be the MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY, and shall hereinafter be referred to as MSWMA. The governing body of MSWMA shall be a five (5) member commission composed of one elected member of the legislative body of each of the signatory cities of Ukiah, Willits and Fort Bragg and two elected members of the Board of Supervisors of signatory County of Mendocino, one representative from a coastal supervisorial district and one representative from an inland supervisorial district. No PARTY'S representative to the commission shall be qualified to serve on the commission and the PARTY shall cease to have a representative on the commission if that PARTY terminates its participation in this Agreement. The Commission shall be the administering agency of this Joint Powers Agreement, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

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3. Nonvoting Public Agency Members. Public agencies which jointly exercise any power common to MSWMA, other than the PARTIES hereto (the City of Ukiah, City of Willits, City of Fort Bragg and the County of Mendocino), may be granted the status of a nonvoting public agency member of MSWMA by the Commission. A nonvoting member is not a PARTY under this Agreement.

4. Organization of the Commission.

The commissioners shall:

- (a) Elect a chairman, a vice-chairman, and a secretary, and such other officers as the Commission shall find appropriate, to serve the Commission at its pleasure or for such term as may be provided by Commission rule.
- (b) Establish an Executive Committee, and such other committees as they shall find appropriate. For two years from the effective date of this Agreement, the Executive Committee shall consist of the County Administrator, the Fort Bragg City Administrator and the City Managers of Ukiah and Willits. After this two year term, the Commission shall designate the membership of the Executive Committee in its bylaws. The Committee shall make policy recommendations to the Commission and may exercise any other power of the Commission delegated to it by bylaws adopted by the Commission.
- (c) Provide general directives for the work of such committees.
- (d) Take appropriate measures to meet the financial requirements of MSWMA, by assessments and other contributions, as

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hereafter provided for, and make other provisions as they shall find appropriate for the work of the Commission.

5. Executive Officers. The Chairman of MSWMA shall preside at all meetings of the Commission and perform such other duties as the Commission shall instruct. The duties of the Vice-Chairman and the Secretary shall be the usual and customary duties of such officers.

6. Treasurer and Controller. The Treasurer of this Agency shall be the Treasurer of the City of Ukiah. The Auditor or Controller or other chief financial officer of the City whose treasurer is the Treasurer of this Agency shall be the Controller of this Agency. The Commission may at any time after the adoption of this Agreement; appoint one of its officers or hire an employee to replace or fill either or both of these positions. The Treasurer of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code. The Treasurer of the Agency shall be the depositor and have custody of all the money of the Agency from whatever source. The Controller of the Agency shall draw warrants to pay demands against the Agency when the demands have been approved by the Commission or by the General Manager or the Assistant General Manager pursuant to any delegation of authority adopted by the Commission. The Treasurer and Controller shall comply strictly with the provisions of the statutes relating to their duties found in Chapter 5, Division 7, Title 1 of the

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Government Code, beginning with Section 6500. The Controller and the Treasurer shall each file an official bond in the amount determined from time to time by the Commission.

7. General Manager. The Commission may appoint a General Manager, and may appoint one or more Assistant General Managers, to serve at the pleasure of the Commission. The General Manager shall have charge of, handle, or have access to any property of this Agency, and shall furnish bond in an amount to be fixed by the Commission. "Property of this Authority" as used in this paragraph does not include property of a member public entity used for Agency purposes, unless that Agency member specifically authorizes such use.

8. Meetings. The Commission shall provide for regular meetings and special meetings in accordance with the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5, of the Government Code beginning with Section 54950, or in accordance with such other regulations as the legislature may hereafter provide. Each PARTY to this Agreement shall authorize and designate its representative or representatives to vote for it at all meetings of the Commission. In addition, each PARTY to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each PARTY shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such representative or alternate(s) provided each alternate is

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an elected member of the legislative body of each party and so long as the County of Mendocino maintains the coastal and inland representation described herein.

Each PARTY to this Agreement, so long as this Agreement has not in any way been terminated as to such PARTY, shall have one vote, except for the County of Mendocino which shall have two votes. The affirmative or negative vote of a majority of the entire Commission shall be necessary for it to take action, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all PARTIES hereto.

9. Powers and Functions. MSWMA shall have any and all powers authorized by law to all of the PARTIES hereto, and separately to the Agency herein created, relating to the acquisition, siting, licensing, construction, financing, disposition, use, operation and maintenance of solid waste disposal sites or sanitary landfills for the disposal or recycling of garbage, rubbish and trash generated within the boundaries of such PARTIES, and preparation of a solid waste management plan that meets all the requirements of the Act. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the PARTIES are specified as powers of MSWMA. MSWMA is hereby

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authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name; and generally to do any and all things necessary or convenient to provide landfill sites for the disposal of garbage, rubbish and refuse.

Without limiting the foregoing generality, MSWMA may:

- (a) acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any PARTY without the consent of said PARTY;
- (b) issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of MSWMA or any of its PARTIES;
- (c) obtain in its own name all necessary permits and

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licenses, opinions and rulings;

(d) whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what MSWMA could do, or to perform any proper corporate function, and enter into agreements with such a corporation;

10. Exercise of Powers. The manner in which the MSWMA, the administering agency, shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a general law city which is a PARTY hereof could exercise such powers and perform such duties; and shall not be subject to any restriction applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a PARTY to this Agreement or not.

11. Debts. None of the debts, liabilities or obligations of MSWMA shall be the debts, liabilities or obligations of any of the PARTIES of MSWMA unless assumed in a particular case by resolution of the governing body of the PARTY to be charged.

12. Membership. This Agreement shall become effective on the date of its execution as hereinabove stated; provided, that if any "public agency" of the County, as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with MSWMA at that time and payment to MSWMA of a pro-rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate. The Agreement between the PARTIES shall remain in effect as to any

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PARTY, unless and until it is terminated as to such PARTY by notice in writing to all other PARTIES given by the withdrawing PARTY at least one hundred twenty (120) days in advance of the effective date of such termination; provided that such termination by and as to any PARTY shall not terminate this Agreement as to the remaining PARTIES or the existence of the MSWMA, or the Commission, herein created.

Any PARTY so terminating its participation in this Agreement shall be obligated to pay its pro-rata share of all encumbrances and indebtedness of the MSWMA (based on the number of MSWMA parties and the total indebtedness of MSWMA as of said date) as of the date of service of notice of termination on MSWMA, as a condition precedent to such termination and withdrawal; provided, however, that this obligation shall not extend to indebtedness of MSWMA or a nonprofit corporation created by MSWMA and secured by contracts with member PARTIES or by nonvoting public agency members, as the liability of these agencies will be determined by contracts entered into by these agencies with the MSWMA.

The termination of participation by nonvoting public agency members shall be determined by the terms of the contract between MSWMA and the nonvoting public agency defining the relationship of MSWMA and the nonvoting public agency.

13. Staff. The staff of the Commission may be hired as full-time or part-time employees of MSWMA or the Commission may independently contract for the provision of professional services as required. Staff may also be appointed to serve the Commission

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from the existing staff of the PARTIES to be paid by the Commission or at the expense of the employer agency. MSWMA staff, other than employees of a party performing services for MSWMA, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law.

14. Term. This Agreement shall remain in effect until terminated by a majority vote of the PARTIES.

15. Budget Process/Funding. It is the intent of this Agreement that each PARTY shall jointly approve the MSWMA's proposed budget for each fiscal year's operation of MSWMA, in the following manner, namely:

1. MSWMA shall once each year, during the months of March and April, prepare a proposed budget for the MSWMA.

2. After preparation of the budget, MSWMA shall transmit a copy of the proposed budget to each PARTY. Each PARTY shall promptly review the proposed budget..

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

4. In the event a PARTY is not in agreement with the proposed budget, the Commission shall notify that PARTY of the

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time and place of the MSWMA hearings and it shall be incumbent upon said PARTY to be present at such hearings so that a resolution of the matter can be reached. The PARTY's failure to attend such hearing shall be treated as approval of the proposed budget.

5. By no later than _____, 1990, the Commission shall adopt the final budget. Upon final adoption of the budget by the MSWMA, each PARTY shall be so notified and each party shall immediately act to encumber or otherwise provide for that PARTY's share of applicable expense for the ensuing fiscal year.

6. Each PARTY shall pay its share of the budget based on its population as a ratio of the total population of all the PARTIES as established and certified by the State Department of Finance.

7. Each PARTY's share shall be due and payable in accordance with a schedule established by the Controller and approved by the Commission.

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

16. Additional Funding. Upon the request or approval of MSWMA, any PARTY hereto may make payments, advances or contributions to MSWMA from its treasury for any and all purposes set forth herein, and upon request or approval of MSWMA, may contribute personnel, equipment or property, in lieu of other

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contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by the agency herein created. Except as in this Agreement otherwise provided, there shall be no repayment or return to any PARTY of all or any part of any payments, advances, or contributions in cash or in kind.

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

18. Accountability. MSWMA shall be held strictly accountable for all funds and shall make an annual report to all PARTIES to this Agreement of all receipts and disbursements, all in accordance with Section 6505 of the Government Code and other applicable statutes, utilizing sound account practices.

19. Dissolution. Upon dissolution of the MSWMA as a legal entity, all debts of and advances of MSWMA shall be paid, and then the property of MSWMA, whether real or personal, shall be divided among and distributed to all of the PARTIES who at any time during the existence of MSWMA were PARTIES to this Agreement

in proportion to the costs borne by each such PARTY to the MSWMA during its legal existence by non-reimbursed contributions made pursuant this Agreement.

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

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

22. Breach. In the event that any PARTY to this Agreement should at any time claim that another PARTY has in any way breached or is breaching this Agreement, the complaining PARTY shall file with the governing body of the other PARTY, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting

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

23. Severability. It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of

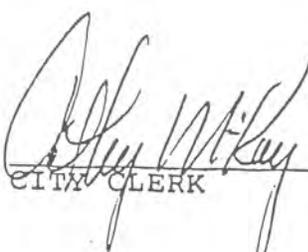
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this Agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

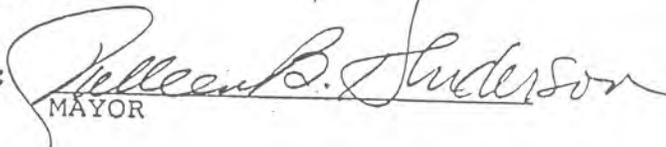
24. Notices. All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each PARTY at the address indicated on this Agreement adjacent to the signature line of each PARTY.

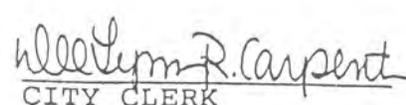
25. Duplicate Originals. This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date first above written.

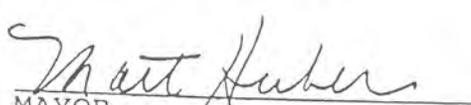
ATTEST: 
CITY CLERK

CITY OF UKIAH
300 Seminary Avenue
ADDRESS

BY: 
MAYOR

ATTEST: 
CITY CLERK

CITY OF FORT BRAGG
416 N. Franklin Street
ADDRESS

BY: 
MAYOR

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FIRST AMENDMENT
JOINT POWERS AGREEMENT BETWEEN
THE CITIES OF FORT BRAGG, UKIAH, WILLITS
AND THE COUNTY OF MENDOCINO CREATING THE
MENDOCINO SOLID WASTE MANAGEMENT AUTHORITY

This first amendment to the Agreement dated January 7,
1992 is made and entered into by and between the signatories
which are local governments in Mendocino County acting through
their respective legislative bodies (PARTIES).

The PARTIES hereby agree:

To amend Section 1 of the Joint Powers Agreement executed by
the PARTIES October 19, 1990 to read as follows:

"1. PURPOSE: The purpose of this Agreement is to establish
an agency to be known as the MENDOCINO SOLID WASTE MANAGEMENT
AUTHORITY (MSWMA), empowered to undertake the following:

A. Siting, licensing, developing, constructing,
maintaining, and operating disposal sites, sanitary landfills,
and recycling centers. In fulfillment of these powers:

1) When requested to do so by an ownership entity,
MSWMA may assume the role and responsibility of operational
management of recycling centers at existing or future landfills
or other sites within Mendocino County.

2) When requested to do so by an ownership entity,
MSWMA may assume operational management of existing landfill
operations on a contract basis with jurisdictions owning
landfills.

3) When requested to do so by an ownership entity,

MSWMA may exercise rate setting authority, including the establishment of gate fees, at those landfills owned, managed or contract operated by MSWMA for, but not limited to, sufficient set-asides for remediation, closure and post-closure costs.

4) The MSWMA may exercise and assume responsibility for the siting, development and operational management of new landfills, material recovery facilities and/or transfer stations.

5) The MSWMA may enter into cooperative public ventures with other public agencies or Joint Powers Authorities to site, develop and/or operate regional landfills, material recovery facilities and/or transfer stations.

6) To the extent permitted by law, the MSWMA may enter into cooperative ventures with any individual, partnership, joint venture, unincorporated private organization, or private corporation to site, develop and/or operate regional landfills, material recovery facilities and/or transfer stations.

7) When requested to do so by a member entity, the MSWMA may assume franchising and franchise administration responsibility for solid waste handling services administered by said entity.

B. Preparing and implementing a MSWMA Solid Waste Management Plan which meets the requirement of the Act.

C. The exercise of all other appropriate powers reasonably necessary to carry out the purpose of this Agreement."

2. All remaining portions of the Joint Powers Agreement

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shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this
First Amendment on this _____ day of _____, 199__.

ATTEST: _____
CITY CLERK

CITY OF UKIAH

by _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF FORT BRAGG

by _____
MAYOR

ATTEST: _____
CITY CLERK

CITY OF WILLITS

by _____
MAYOR

ATTEST: Jay O. Beard
CLERK OF SAID BOARD

COUNTY OF MENDOCINO

by Jim Deery
CHAIRMAN,
Board of Supervisors

1/7/92

APPROVED AS TO FORM:

Sandra K. Applegate, Deputy
H. PETER KLEIN
County Counsel

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