



San Luis Obispo County Integrated Waste Management Authority
EXECUTIVE COMMITTEE MEETING AGENDA

Friday, June 2, 2023

11:00 AM

In-Person Meeting
870 Osos Street
San Luis Obispo, CA, 93401

Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

IWMA EXECUTIVE COMMITTEE MEMBERS

President, Jan Marx, City of San Luis Obispo

Vice President, Robert Robert, City of Grover Beach

Past President, Charles Bourbeau, City of Atascadero

Public Comment - The IWMA Board and Executive Committee welcomes your input. To submit written public comment, Indicate the agenda item number and email it to sdelgiorgio@iwma.com, or US mail at 870 Osos Street, San Luis Obispo CA. 93401. Written public comments must be submitted on the day of the meeting, **no later than** 9:00 AM. All correspondence will be distributed to each Board Member and will become part of the official record of the Board Meeting.

Americans with Disabilities Act Compliance - In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please contact the IWMA Sasha Del Giorgio, Clerk of the Board **at least 72 hours** before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2192 and through email at sdelgiorgio@gmail.com.

1. Call to Order

Led by President Jan Marx.

2. Roll Call

Taken by Clerk of the Board, Sasha Del Giorgio.

3. Pledge of Allegiance

Led by President Jan Marx.

Non-Agenda Public Comment Period

4. Executive Directors Report
Led by Peter Cron.

Consent Agenda Public Comment Period

Consent Agenda

- 5. Approve Executive Committee Meeting Minutes – April 28, 2023** [Page 3](#)
Recommendation: That your Executive Committee approve the April 28, 2023, IWMA Executive Committee Minutes.

- 6. Renewal of Paso Robles Landfill Agreement for Electronic Waste Collection and Recycling Services** [Page 6](#)
Recommendation: That your Executive Committee a) approve the renewed e-Waste Agreement and b) authorize the Board President to sign and execute per IWMA Policy F-1, “*Authority to Enter Into Contracts and Expend Funds*”.

- 7. Renewal of Chicago Grade Landfill Agreement for Electronic Waste Collection and Recycling Services** [Page 13](#)
Recommendation: That your Executive Committee a) approve the renewed e-Waste Agreement and b) authorize the Board President to sign and execute per IWMA Policy F-1, “*Authority to Enter Into Contracts and Expend Funds*”.

Regular Agenda Public Comment Period

Regular Agenda

- 8. Review Board Meeting Draft Agenda – June 14, 2023** [Page 20](#)
Recommendation: That your Executive Committee review, discuss, and approve the draft June 14, 2023, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

Adjournment

Upcoming Meetings and Events			
Board of Directors Meetings	June 14, 2023	July 12, 2023	August 9, 2023
Executive Committee Meetings	June 30, 2023	July 28, 2023	September 1, 2023

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Approve Executive Committee Meeting Minutes – April 28, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Executive Committee approve the April 28, 2023, IWMA Executive Committee Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2023-04-28 EC Minutes



Executive Committee Meeting Minutes

April 28, 2023, 11:00 AM
890 Osos Street
San Luis Obispo, CA. 93401

Executive Committee Members Present:

Jan Marx, President
Robert Robert, Vice President
Charles Bourbeau, Past President

1. Call To Order

The Executive Committee was called to order on April 28, 2023, at 10:00 AM by President Marx.

2. Roll Call

Roll Call was taken by Sasha Del Giorgio, Clerk of the Board.

3. Pledge Of Allegiance

President Marx led the Committee in the Pledge of Allegiance.

Non-Agenda Public Comment Period

Public Comment was not made.

4. Executive Directors Report

Led by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Public Comment was not made.

Consent Agenda

5. Review Executive Committee Meeting Minutes – March 27, 2023

Recommendation: Staff recommends that your Executive Committee approve the March 27, 2023, IWMA Executive Committee Minutes.

Motion By Past President Bourbeau

Second By Past Vice President Robert.

To approve Item 5.

Ayes: Bourbeeau, Robert, Marx

CARRIED (3 to 0)

Regular Agenda Public Comment Period

Public Comment was not made.

Regular Agenda

6. Review Board Meeting Draft Agenda – May 10, 2023

Recommendation: Staff recommends that your Executive Committee review, discuss, and approve the draft May 10, 2023, IWMA Board Meeting Agenda, and provide staff direction, as deemed appropriate.

Motion By Past President Bourbeau

Second By Vice President Robert

To approve Item 6.

Ayes: Bourbeau, Robert, Marx

CARRIED (3 to 0)

Adjourned 11:22 AM

Sasha Del Giorgio
IWMA, Clerk of the Board

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Jordan Lane, Deputy Director

RE: Renewal of Paso Robles Landfill Agreement for Electronic Waste Collection and Recycling Services

BACKGROUND:

To provide convenient countywide electronic waste disposal to the public, the IWMA entered into an agreement with the Paso Robles Landfill on July 1, 2019. The current agreement is set to expire on June 30, 2023.

RECOMMENDATION:

That your Executive Committee a) approve the renewed e-Waste Agreement and b) authorize the Board President to sign and execute per IWMA Policy F-1, "*Authority to Enter Into Contracts and Expend Funds*".

FISCAL IMPACT:

\$24,000

ATTACHMENTS:

- A. Paso Robles Landfill e-Waste Agreement 2023

**SAN LUIS OBISPO COUNTY INTEGRATED
WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR ELECTRONIC WASTE
COLLECTION AND RECYCLING SERVICES**

1. PARTIES AND DATE

This Agreement is made and entered into this ____ day of _____, 2023, by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers authority of the State of California, located at 870 Osos Street, San Luis Obispo, California 93401, County of San Luis Obispo, State of California, (hereinafter referred to as "IWMA") and Pacific Waste Services, with its principal place of business at 12925 Alcosta Blvd., Suite 1, San Ramon, CA 94583 (hereinafter referred to as "Contractor"). IWMA and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of Electronic Waste Collection, Processing, Recycling and Disposal Services required by the IWMA on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Electronic Waste Services to public and private clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California and is familiar with the plans of IWMA.

2.2 Services,

IWMA desires to engage Contractor to render such services for the collection, processing, recycling and disposal of electronic waste ("Services") as set forth in this Agreement.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide Electronic Waste Collection, Processing, Recycling and Disposal Services as is commercially reasonable and appropriate. All Services shall be performed at the Paso Robles Landfill at the address identified in Section 3.4.2 below.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023, to June 30, 2027. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. IWMA retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of IWMA and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the IWMA, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the IWMA, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold IWMA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.4 Insurance. During the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

3.2.4.1 Minimum Requirements.

- (A) Comprehensive General Liability coverage limits of not less than One Million Dollars (\$1,000,000), including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- (B) Automobile Liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.
- (C) Worker's Compensation insurance as required by the laws of the State of California.

3.2.4.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

3.2.4.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, IWMA may either (i) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

3.2.4.4 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

3.2.4.5 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming IWMA and its officers, board members, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to IWMA.

3.2.4.6 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to loss. Contractor hereby waives all rights of subrogation against the IWMA.

3.2.5 Safety. Contractor shall execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, gang planks, confined space procedures, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

Compensation. Contractor shall be compensated on a monthly basis in the sum of Two Thousand Dollars (\$2,000). Contractor agrees to invoice IWMA monthly as a condition to receiving payment.

3.4 General Provisions.

3.4.1 Termination of Agreement. Either Party may, by written notice to the other, terminate this Agreement at any time and with or without cause specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered.

3.4.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR: Pacific Waste Services, Inc.
12925 Alcosta Blvd., Suite 1
San Ramon, CA 94583
Attn: James A. Wyse, President

IWMA: 870 Osos Street
San Luis Obispo, CA 93401
Attn: Executive Director, Peter Cron

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.4.4 Indemnification. Contractor shall defend, indemnify and hold the IWMA, its officials, officers, board members, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incidental to any alleged acts, omissions or negligent or willful conduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against IWMA, its directors, officials, officers, board members, employees, agents or volunteers.

Compliance with Laws: The Contractor warrants that he will comply with all applicable laws and implementing regulations related to the performance of contracted services, and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, and all other agencies with jurisdiction.

3.4.5 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County.

3.4.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.4.8 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the IWMA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.9 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.13 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, sexual orientation, 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.

3.4.14 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

President:

PACIFIC WASTE SERVICES, INC.

By:

Title:

ATTEST

Executive Director:

APPROVED AS TO FORM

Linda Somers Smith, Legal Counsel:

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Jordan Lane, Deputy Director

RE: Renewal of Chicago Grade Landfill Agreement for Electronic Waste Collection and Recycling Services

BACKGROUND:

To provide convenient countywide electronic waste disposal to the public, the IWMA entered into an agreement with Chicago Grade Landfill on July 1, 2019. The current agreement is set to expire on June 30, 2023.

RECOMMENDATION:

That your Committee a) approve the renewed e-Waste Agreement and b) authorize the Board President to sign and execute per IWMA Policy F-1, "*Authority to Enter Into Contracts and Expend Funds*".

FISCAL IMPACT:

\$24,000

ATTACHMENTS:

- A. Chicago Grade Landfill e-Waste Agreement 2023

**SAN LUIS OBISPO COUNTY INTEGRATED
WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR ELECTRONIC WASTE
COLLECTION AND RECYCLING SERVICES**

1. PARTIES AND DATE

This Agreement is made and entered into this ____ day of _____, 2023, by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers authority of the State of California, located at 870 Osos Street, San Luis Obispo, California 93401, County of San Luis Obispo, State of California, (hereinafter referred to as "IWMA") and Chicago Grade Landfill, with its principal place of business at 2290 Homestead Rd, Templeton, CA, 93465 (hereinafter referred to as "Contractor"). IWMA and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of Electronic Waste Collection, Processing, Recycling and Disposal Services required by the IWMA on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Electronic Waste Services to public and private clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California and is familiar with the plans of IWMA.

2.2 Services,

IWMA desires to engage Contractor to render such services for the collection, processing, recycling and disposal of electronic waste ("Services") as set forth in this Agreement.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide Electronic Waste Collection, Processing, Recycling and Disposal Services as is commercially reasonable and appropriate. All Services shall be performed at the Chicago Grade Landfill at the address identified in Section 3.4.2 below.

3.1.2 Term. The term of this Agreement shall be from July 1, 2023, to June 30, 2027. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. IWMA retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of IWMA and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the IWMA, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the IWMA, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold IWMA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.4 Insurance. During the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

3.2.4.1 Minimum Requirements.

- (A) Comprehensive General Liability coverage limits of not less than One Million Dollars (\$1,000,000), including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- (B) Automobile Liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.
- (C) Worker's Compensation insurance as required by the laws of the State of California.

3.2.4.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

3.2.4.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, IWMA may either (i) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

3.2.4.4 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

3.2.4.5 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming IWMA and its officers, board members, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to IWMA.

3.2.4.6 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to loss. Contractor hereby waives all rights of subrogation against the IWMA.

3.2.5 Safety. Contractor shall execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, gang planks, confined space procedures, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

Compensation. Contractor shall be compensated on a monthly basis in the sum of Two Thousand Dollars (\$2,000). Contractor agrees to invoice IWMA monthly as a condition to receiving payment.

3.4 General Provisions.

3.4.1 Termination of Agreement. Either Party may, by written notice to the other, terminate this Agreement at any time and with or without cause specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered.

3.4.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR: Chicago Grade Landfill
2290 Homestead Rd
Templeton, CA 93465
Attn: Dannette Fieguth, Site Manager

IWMA: 870 Osos Street
San Luis Obispo, CA 93401
Attn: Executive Director, Peter Cron

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.4.4 Indemnification. Contractor shall defend, indemnify and hold the IWMA, its officials, officers, board members, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incidental to any alleged acts, omissions or negligent or willful conduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against IWMA, its directors, officials, officers, board members, employees, agents or volunteers.

Compliance with Laws: The Contractor warrants that he will comply with all applicable laws and implementing regulations related to the performance of contracted services, and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, and all other agencies with jurisdiction.

3.4.5 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.4.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County.

3.4.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.4.8 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the IWMA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.9 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.4.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.13 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, sexual orientation, 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.

3.4.14 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

President:

CHICAGO GRADE LANDFILL

By:

Title:

ATTEST

Executive Director:

APPROVED AS TO FORM

Linda Somers Smith, Legal Counsel:

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Review Board Meeting Draft Agenda – June 14, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Executive Committee review, discuss, and approve the draft June 14, 2023, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2023-06-14 BOD DRAFT Agenda

San Luis Obispo County Integrated Waste Management Authority
BOARD MEETING AGENDA

Wednesday, June 14, 2023

In-person Meeting:

1:30 PM

City of San Luis Obispo

Council Chambers

990 Palm Street, San Luis Obispo, CA. 93401



Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

IWMA BOARD MEMBERS:

Jan Marx, President, City of San Luis Obispo
Robert Robert, Vice-President, City of Grover Beach
Charles Bourbeau, Past-President, City of Atascadero
James Guthrie, City of Arroyo Grande
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach

To submit a written public comment – The IWMA Board welcomes your input. Indicate the agenda item number and email it to sdelgiorgio@iwma.com, or US mail at 870 Osos Street, San Luis Obispo CA. 93401. Written public comments must be submitted on the day of the meeting, **no later than** 9:00 AM. All correspondence will be distributed to each Board Member and will become part of the official record of the Board Meeting.

Americans with Disabilities Act Compliance - In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please contact the IWMA Sasha Del Giorgio, Clerk of the Board **at least 72 hours** before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2192 and through email at sdelgiorgio@gmail.com.

1. **Call to Order**
Led by President Jan Marx.

2. **Roll Call**
Taken by Clerk of the Board, Sasha Del Giorgio.

3. **Pledge of Allegiance**
Led by President Jan Marx.

Non-Agenda Public Comment Period

Presentations

4. Executive Directors Report

Led by Peter Cron.

Consent Agenda Public Comment Period

Consent

5. Executive Committee Minutes Receive and File– April 28, 2023

Recommendation: That your Board Receive and File the April 28, 2023, IWMA Executive Committee Minutes.

6. Board Minutes Review – May 10, 2023

Recommendation: That your Board approve the May 10, 2023, IWMA Board Meeting Minutes.

7. Receive and File Monthly Financial Reports

Recommendation: Staff recommends that your Board receive and file the attached monthly financial reports.

Regular Agenda Public Comment Period

Regular Agenda

8. Resolution 2023-06-01 Creation of an Ad Hoc Committee to Address County Rejoining

Recommendation: Per Section 2.4 of the Board Rules, the President proposes the appointment of an AD HOC and the Board has to officially do a resolution.

9. Resolution 2023-06-02 Review and Approve Preliminary Budget Fiscal Year 2023/2024

Recommendation: That your Board adopt Resolution 2023-06-02, approving the Fiscal Year 2023/2024 Preliminary Budget.

10. Resolution 2023-06-03 Temporary Reduction of the Solid Waste Management Fee

Recommendation: That your Board adopt Resolution 2023-06-03, temporarily reducing the IWMA Solid Waste Management Fee from 5.4% to 4.4%, effective July 1, 2023.

11. Extension to Compost Rebate Agreement Program

Recommendation: That your Board a) approve an extension to the Compost Rebate Agreement approved in September 2022 for an additional 12-month period of July 1, 2023, through June 30, 2024, and b) authorize the IWMA Board President to sign

future extension agreements otherwise on the same terms.

12. Executive Committee Elections

Recommendation: That your Board conduct the Executive Committee Elections as required by the IWMA Joint Powers Agreement, Section 9.4 “Officers.”

Closed Session Public Comment Period

Closed Session

13. Conference with Labor Negotiators

Recommendation: Pursuant to Government Code 54957.6: Conference with labor negotiators regarding unrepresented bargaining units. Agency representative: Executive Director, Peter Cron.

Adjournment

Upcoming Meetings and Events			
Board of Directors Meetings	June 14, 2023	July 12, 2023	August 9, 20203
Executive Committee Meetings	June 2, 2023	June 30, 2023	July 28, 2023