

REGIONAL WASTE MANAGEMENT AUTHORITY

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



MEETING NOTICE & AGENDA

DATE: Thursday, December 15, 2022

TIME: 4:30 p.m.

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

A remote option for audience participation is being provided only as a courtesy. Members of the Regional Waste Management Authority Board of Directors must attend in person. If the remote connection fails for any reason, the meeting will continue as noticed so the public must attend in person to assure access to the meeting.

To join the meeting from your computer, tablet, or smartphone, please use the Zoom Meeting link below.

<https://us02web.zoom.us/j/84537494285?pwd=aVluZzByWThvdmJ1amZYSDdaUEcrdz09>

To join by telephone conference call: (669) 900-6833
Meeting ID: 845-3749-4285
Password: 100669

The public will be muted by default. The following options are available to speak during public comment portions of the meeting:

Online: Raise your hand or use the Q&A panel to submit your comments.
Phone: Press *9 to raise your hand or press *6 to send a request to be unmuted to submit comments.

I. Call to Order & Roll Call

Bains (Vice Chairman), Buttacavoli, Coe, Shaw, Vasquez and Woten

II. Public Business from the Floor

Members of the public may address the Authority on items of interest that are within the jurisdiction of the Authority and are not on the agenda for this meeting. No action may be taken on items that do not appear on the posted agenda. No member of the public will be allowed to be present once the Authority convenes into closed session.

III. Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff or public request specific items to be discussed or removed from the Consent Calendar for specific action.

- A. Minutes from the Meeting of October 20, 2022. (Attachment)
- B. Disbursement List for October 2022. (Attachment)
- C. Disbursement List for November 2022. (Attachment)

IV. Reports

A. Zero FoodPrint Agreement for the SB 1383 Recovered Organic Product Procurement Project. (Attachment)

RECOMMENDATION: Authorize execution of the Zero FoodPrint agreement as proposed.

B. Status Reports on Current Projects.

1. Staff Introduction – Mr. Scott Scholz, Executive Director
2. Residential Waste Tire Amnesty Grant Program

V. Other Business

VI. Adjournment

**THE NEXT REGULAR MEETING IS SCHEDULED FOR 4:30 P.M. ON THURSDAY, JANUARY 19, 2023
IN THE YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS.**

AGENDA ITEM III – A

REGIONAL WASTE MANAGEMENT AUTHORITY MEETING MINUTES October 20, 2022

I. Call to Order and Roll Call

The meeting was called to order by Chairman Pendergraph at 4:48 p.m.

Present: Belza (for Buttacavoli), Blazer (for Vasquez), Kirchner (for Shaw), Pendergraph and Woten
Absent: Bains, Buttacavoli, Shaw, Vasquez

II. Public Business from the Floor

None.

III. Consent Calendar

Director Belza made a motion to approve the Consent Calendar. Director Kirchner seconded the motion and it carried unanimously.

IV. Closed Session

A. Public Employee Appointment (Pursuant to Government Code Section) Position Title: Executive Director Employment Agreement

The Board adjourned to closed session at 4:52 p.m.

The Board reconvened to open session at 5:05 p.m. with a statement that no reportable action was taken in closed session.

V. Reports

A. Appoint the Regional Waste Management Authority (RWMA) Executive Director and Authorize Execution of a Related Employment Agreement.

Director Blazer made a motion to appoint Scott Schultz as the Regional Waste Management Authority Executive Director and authorize execution of a related employment agreement as proposed. Director Kirchner seconded the motion and it carried unanimously.

B. 2021 Annual Disposal/Diversions Report to CalRecycle.

Martin reported that this is the annual disposal report to CalRecycle for 2021 that we submitted to the State.

This report also includes the first 6 months of 2022 because it also includes compliance information for SB 1383 which became effective January 1, 2022. The annual reports tracks our diversion which is based on the total disposal number calculated by population then pounds per person per day by a 2004 base year. That number calculates to 60% diversion which is well above the state target. Separate from the state tracking we also track diversion by Recology which a clause in each of the jurisdictions service agreements and those agreements require 30% diversion of the material they collect. The report shows that Yuba City was 30.5% and the other 5 jurisdictions was 26.2%. We are working with Recology to get the diversion number above 30%. Also in this report is the mandatory recycling of organics collection under previous legislation AB 341 and AB1826, we reported the number of businesses subject to those programs and the number of businesses that are not recycling as required.

As stated SB 1383 reported the first six months of 2002 with 1600 commercial and multi-family housing included in the compliance review and of those 1600 reported almost 1400 we not being complacence. Martin stated that the number will improve because we have now started the outreach program. Also jurisdictions are required to recover organic waste products and we are finalizing this process and may bring the board an agreement for this process at the December 15, 2022 board meeting.

VI. Other Business

None

VII. Adjournment.

The meeting was adjourned at 5:06 p.m.

The next regular meeting of the Regional Waste Management Authority is scheduled for 4:30 p.m. on Thursday, December 15, 2022, in the Yuba County Board of Supervisors Chambers at the Yuba County Government Center unless otherwise noticed.

**AGENDA ITEM III - B
REGIONAL WASTE MANAGEMENT AUTHORITY
DISBURSEMENT LIST
MONTH OF OCTOBER 2022**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 9,387.50	YUBA-SUTTER TRANSIT	CONTRACT SERVICES - SEPTEMBER 2022
EFT	\$ 5,812.88	PAYCHEX OF NEW YORK	PAYROLL - SEPTEMBER 2022
EFT	\$ 112.46	PAYCHEX OF NEW YORK	PAYROLL SERVICES FOR SEPTEMBER 2022
8146	\$ 3,602.00	CITY OF YUBA CITY	HHW FACILITY LEASE PAYMENT OCT - DEC 2022
8147	\$ 150.00	STREAMLINE	WEBSITE SERVICES - OCTOBER 2022
8148	\$ 100.00	MISSIONSQUARE	457 CONTRIBUTIONS - SEPTEMBER 2022
8149	\$ 6,075.00	AURORA ENVIRONMENTAL INC	PROFESSIONAL SERVICES - SEPTEMBER 2022
8149	\$ 9,213.75	AURORA ENVIRONMENTAL INC	SB1383 PROGRAM IMPLEMENTATION & ADMINISTRATION 9/22
8150	\$ 810.00	RECOLOGY YUBA SUTTER	TIRE GRANT - SEPTEMBER 2022
8151	\$ 630.00	RICH, FUIDGE, BORDSEN & GALYEAN, INC	LEGAL SERVICES 9/16/22 - 10/15/22
8152	\$ 2,422.74	SUTTER COUNTY HUMAN RESOURCES	EMPLOYEE FRINGE BENEFITS - ALDRICH - 11/2022
	\$ 38,316.33		

**LAIF
TRANSFERS**

**AGENDA ITEM III - C
REGIONAL WASTE MANAGEMENT AUTHORITY
DISBURSEMENT LIST
MONTH OF NOVEMBER 2022**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 4,177.50	YUBA-SUTTER TRANSIT	CONTRACT SERVICES - OCTOBER 2022
EFT	\$ 5,728.56	PAYCHEX OF NEW YORK	PAYROLL - OCTOBER 2022
EFT	\$ 112.70	PAYCHEX OF NEW YORK	PAYROLL SERVICES FOR OCTOBER 2022
EFT	\$ 100.00	JAY PENDERGRAPGH	BOARD MEETING 10/20/2022
EFT	\$ 100.00	DON BLASER	BOARD MEETING 10/20/2022
EFT	\$ 100.00	WADE KIRCHNER	BOARD MEETING 10/20/2022
EFT	\$ 2,044.98	YUBA-SUTTER TRANSIT	SB 1383 SPECIAL PROJECT REIMB - OCTOBER 2022
EFT	\$ 443.45	YUBA-SUTTER TRANSIT	1ST QTR 2022 EXPENSES REIMBURSEMENTS
8153	\$ 3,577.50	AURORA ENVIRONMENTAL INC	PROFESSIONAL SERVICES - OCTOBER 2022
8153	\$ 6,817.50	AURORA ENVIRONMENTAL INC	SB1383 PROGRAM IMPLEMENTATION & ADMINISTRATION 10/22
8154	\$ 100.00	BOB WOTEN	BOARD MEETING 10/20/2022
8155	\$ 100.00	DON BELZA	BOARD MEETING 10/20/2022
8156	\$ 100.00	MISSIONSQUARE	457 CONTRIBUTIONS - OCTOBER 2022
8157	\$ 44,882.49	RECOLOGY YUBA SUTTER	HHW & USED OIL - SEPTEMBER 2022
8158	\$ 150.00	STREAMLINE	WEBSITE SERVICES - NOVEMBER 2022
8159	\$ 145.13	SUTTER COUNTY HUMAN RESOURCES	RECRUITMENT EXPENSES - EXECUTIVE DIRECTOR
8160	\$ 3,357.53	ALLIANT NETWORKING SERVICES INC	COMPUTER & EQUIPMENT FOR EXECUTIVE DIRECTOR
8161	\$ 683.76	PREMIER PRINT & MAIL	2000 COPIES OF LETTERHEAD & 1000 #10 ENVELOPES
8162	\$ 2,422.74	SUTTER COUNTY HUMAN RESOURCES	EMPLOYEE FRINGE BENEFITS - ALDRICH - 12/2022
8163	\$ 135.00	THRYV	YELLOW PAGES ADVERTISING CHARGES
	\$ 75,278.84		

**LAIF
TRANSFERS**

AGENDA ITEM IV – A

**DRAFT AGREEMENT WITH ZERO FOOTPRINT FOR THE SB 1383 RECOVERED ORGANIC
PRODUCT PROCUREMENT PROJECT**

Senate Bill 1383 (2016) requires each jurisdiction to meet an annual per capita recovered organic product procurement target which could be sourced from compost; mulch; renewable gas for transportation, electricity, or heat; or electricity from biomass conversion. Per the amended Regional Waste Management Authority (RWMA) JPA agreement, procurement remains a member jurisdiction responsibility although the RWMA is committed to assisting with a regional approach. Planning has been focused on compost primarily due to the availability of products that are produced at the local Recology Ostrom Organics (ROO) facility and lack of other eligible products.

The following presents the proportional share for each member jurisdiction of the combined regional 20,961 cubic yard (CY) annual recovered organic waste product procurement requirement for compost:

Live Oak – 1,086.6 CY
Yuba City – 8,210.0 CY
Sutter County – 2,452.9 CY
Marysville – 1,415.3 CY
Wheatland – 418.8 CY
Yuba County – 7,377.1 CY

To ease jurisdictions into the requirement, Assembly Bill 1985 (2022) reduced the immediate requirement to just 30% for 2023 (6,288 CY regionally) and 65% (13,625 CY regionally) for 2024 of the above annual targets. The full 20,961 CY target must now be met in 2025.

For compliance purposes, RWMA staff and the RWMA member jurisdiction administrators are now recommending a compost purchase rebate program modeled on one that was established in Sonoma County. Attached for Board consideration is a draft agreement between the RWMA and Zero FoodPrint (ZFP), a private non-profit organization, who has agreed to develop and implement a pilot compost rebate program on behalf of the RWMA and its member agencies. Assuming Board approval, this program will be provided on a year-to-year basis beginning January 2023 with a possible extension by mutual agreement for 2024. As proposed, the program will provide a 10% rebate on the purchase price of minimum compost orders of at least 30 cubic yards from Recology Ostrom Organics up to the required number of cubic yards necessary for compliance. ZFP will also receive an administrative fee of 10% on the 10% rebates issued. The program is estimated to cost \$10,000 in 2023 exclusive of any related RWMA staff, consultant, and legal expenses. This expense, which was not included in the FY 2022-2023 budget, will be covered from reserves. If the program is extended for 2024, the cost will increase to an estimated \$21,000 due to the significant increase in the required procurement amount.

The draft agreement has been reviewed by ZFP, RWMA legal counsel, and the RWMA Technical Advisory Committee comprised of the six jurisdiction administrators. Staff and legal counsel will be prepared to discuss this issue in more detail at the meeting.

RECOMMENDATION: Authorize execution of a contract with Zero FoodPrint as proposed.

Attachment: Draft RWMA / ZFP Agreement 11-23-22

**REGIONAL WASTE MANAGEMENT AUTHORITY AND ZERO FOODPRINT AGREEMENT
FOR ZERO FOODPRINT TO DEVELOP AND OPERATE A COMPOST PURCHASE REBATE PROGRAM**

This Agreement is made by and between the Regional Waste Management Authority (“Authority”) on behalf of the Authority’s Member Agencies (Cities of Live Oak, Marysville, Yuba City and Wheatland and Counties of Yuba and Sutter) and Zero Foodprint (“Contractor”), who agree that:

1. Purpose of Agreement. This is an agreement for development and operation of a Compost Purchase Rebate Program (“Program”) by Contractor that can be applied to the Authority’s Member Agencies’ procurement targets for compliance with Senate Bill 1383 regulations (“SB 1383”) as more specifically described in Exhibit A - Scope of Work of this Agreement. Authority will be responsible for allocating the total cubic yards of compost procured through the rebate program to the Authority’s Member Agencies.
2. Term. The term of this agreement commences on the date both parties sign this Agreement (“Effective Date”) and extends through December 31, 2023, or the completion of the Program as described in Exhibit A – Scope of Work, whichever occurs first. This agreement may be renewed by mutual written agreement between the parties. Authority may terminate this agreement upon written notice to Contractor for material breach of this agreement.
3. Payment. Authority shall reimburse Contractor for rebates paid to persons procuring finished compost as described in Exhibit A – Scope of Work. Authority shall also pay Contractor a fee of ten percent (10%) of the amount of the rebates issued pursuant to this Agreement, an amount not to exceed the total sum of two-thousand dollars (\$2,000.00) for calendar year 2023 and five-thousand dollars (\$5,000.00) for calendar year 2024 if this Agreement is extended into 2024. These fee amounts are in addition to the rebate amounts reimbursed to Contractor. Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a copy of this Agreement signed on behalf of the Authority. Authority shall provide Contractor with a one thousand dollar (\$1,000.00) retainer upon both parties signing this Agreement and the initial invoice may be submitted only after (1) this Agreement is fully executed, (2) insurance certificates and endorsements required by this Agreement have been submitted, and (3) signed Federal Taxpayer ID Number Form (substitute IRS Form W-9) has been submitted. Contractor will invoice not more than once per month, and payments will be due and payable by Authority within 30 days of submittal of the invoice and the supporting documentation described in Exhibit A – Scope of Work is submitted.
4. Compliance With Laws. Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees applicable to this project. Contractor represents and warrants to the Authority that Contractor shall, at its own expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Contractor to practice its profession or are necessary and incident to the due and lawful prosecution of

the services it performs under this Agreement. Contractor shall at all times during the term of this Agreement provide written proof of such licenses, permits, insurance, and approvals upon request by the Authority. The Authority is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Insurance. Contractor and all subcontractors shall procure and maintain insurance as required by the provisions set forth in Exhibit B – Insurance Requirements. Compost purchasers under this Agreement (as described in Exhibit A – Scope of Work) shall not be considered subcontractors for the purposes of this requirement.
6. Independent Contractor. In the performance of the services in this Agreement, Contractor is an independent contractor and is not an agent or employee of the Authority. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Contractor in performance of said service hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.
7. INDEMNITY. Contractor agrees to indemnify, defend, and hold harmless the Authority, the Authority's member jurisdictions, and their respective officials, officers, members, agents, employees and volunteers (collectively the "indemnitees") from and against any and all actions, claims, demands, losses, and costs, (collectively "Losses") arising out of or in any way connected with the performance of this agreement. Contractor shall pay all costs and expenses that may be incurred by the Indemnitees in enforcing this indemnity, including reasonable attorneys' fees. The duty to defend Indemnitees from the Losses is a separate obligation from the obligation to indemnify. The duty to defend arises immediately upon notice of a claim and continues until such claim is finally resolved. The duty to defend applies even if the claim is meritless. The duty to defend applies even if it is claimed that the Indemnitees are responsible for the alleged Losses. The provisions of this section survive the expiration or earlier termination of the agreement.
8. Assignment; Subcontracting; Employees.
 - a. Assignment. Contractor shall not assign, delegate, or transfer its duties, responsibilities, or interest in this Agreement without the prior express written consent of the Authority. Any assignment without such approval shall be void and, at the Authority's option, shall terminate this Agreement and any license or privilege granted herein.
 - b. Subcontracting. Contractor shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of the Authority. If the Authority consents to Contractor's hiring of subcontractors, all

subcontractors are deemed to be employees of Contractor and Contractor agrees to be responsible for their performance. Contractor shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

9. Exhibits. All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.
10. Contract Administration. For purposes of notice to either party, the primary representatives of Authority and Contractor for contract administration are listed below.

	Authority	Contractor
Primary Representative:	Scott Scholz, Executive Director	Leo Beckerman
Address:	Regional Waste Management Authority 2100 B Street Marysville, CA 95901	Zero FoodPrint 2370 Market Street, Suite 103, Box #332 San Francisco, CA 94114
Telephone:	(530) 634-6890	(510) 214-4515
Fax:	(530) 634-6888	
Cell Phone:	(650) 575-0571	
E-mail:	Info@YubaSutterRecycles.com	leo@zerofoodprint.org

11. Power to Execute Agreement. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Contractor	Authority
<hr/> [Insert Name, Title]	<hr/> Scott Scholz, Executive Director
Date: _____	Date: _____
	APPROVED AS TO FORM: <hr/> Brant Bordsen, Legal Counsel Date: _____

Attachments

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

Exhibit A - Scope of Work

1. Purpose of Compost Purchase Rebate Program. Contractor shall develop and operate a Compost Purchase Rebate Program (“Program”) for the purpose of facilitating the Authority Member Agencies’ compliance with SB 1383 recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.). Contractor shall perform these Services on behalf of the Authority and its Member Agencies.

2. Program Provisions. The Program will offer and provide ten-percent (10%) rebates on the purchase of minimum orders of compost of 30 cubic yards or more from the Recology Ostrom Organics facility located in Yuba County. The Program to be developed by the Contractor shall include outreach, rebate agreement, and reporting components which will be subject to review and approval by the Authority.
 - A. Outreach materials shall reference the Authority and its Member Agencies and shall be provided to the Authority for distribution, including provision of the materials to the marketing staff of Recology Ostrom Organics for distribution to their customers. Outreach materials shall indicate that the rebate program is offered on a first come, first served basis until the annual procurement target is met.

 - B. Rebate agreement shall reference the minimum compost purchase order amount of 30 cubic yards; shall specify that the rebate is limited to finished compost and that compost derivative products such as compost tea, potting mixes or compost blends are not eligible; that any costs other than the cost of compost purchases, such as transportation costs are not eligible for the rebate; and that the compost purchaser is a Direct Service Provider to the Authority’s Member Agencies.

 - C. Recordkeeping and Reporting practices and documentation prepared by the Contractor and submitted to the Authority shall include copies of the rebate agreements signed by compost purchasers; documentation of the compost purchased including the volume and per cubic yard price for the purchase; and, documentation of the amount and proof of payment of the rebates paid to the compost purchasers, such as copies of checks. Contractor shall maintain records sufficient to demonstrate that any compost procured on Authority Member Agencies’ behalf under this Agreement is not applied towards the SB 1383 recovered organic waste product procurement target of any other jurisdiction. Contractor shall keep and maintain a complete copy of all records regarding its provision of services to Authority.

 - D. Completion of the Program per paragraph 2 of the Agreement shall be when compost purchase rebates are paid on a total of 6,288 cubic yards of compost in the year 2023 and 13,624 cubic yards of compost in the year 2024 should this Agreement be extended per mutual agreement by both parties. Contractor and Authority shall confer on a

monthly basis regarding the number of cubic yards on which rebates were paid in the preceding month to mutually determine if the Program should be suspended for the remainder of that year. In the event that the Program is suspended before the end of year 2023 and both parties agree to extend the Agreement for another year, the Program will restart January 1, 2024, and extend through 2024, or until both parties agree that the annual target has been reached and the Program should be terminated.

3. Exclusivity Provisions. During the term of this Agreement and any extensions, Contractor shall provide the Program at the Recology Ostrom Organics facility exclusively for the Authority and its Member Agencies. Upon termination of this Agreement, the Authority and the Authority's Member Agencies shall retain the right to replicate and operate the Program directly with the Recology Ostrom Organics facility. Upon termination of this Agreement, Contractor will not be prohibited by this Agreement from operating other rebate or procurement programs with Recology's facilities, including with the Recology Ostrom Organics facility.

-End of Exhibit A-

Exhibit B – Insurance Requirements

1. During the life of this Agreement, Contractor and all subcontractors shall maintain the following minimum insurance:
 - A. Comprehensive general liability insurance: Insurance Services on an “occurrence” basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - B. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Authority, its employees or agents.
 - C. Contractor shall submit to Authority certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. Authority has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies. Contractor shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to Authority. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the Authority and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the Agreement.
2. As to all of the policies of insurance listed above, the following shall apply:
 - A. Authority as Additional Insured. The Authority, the Authority's member jurisdictions, and their officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Authority, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the

specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, the Authority's member jurisdictions, and their officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy, or on the Authority's own form.

- B. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
- i. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, the Authority's member jurisdictions, and their officers, officials, employees or volunteers.
 - ii. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Umbrella/Excess Insurance. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before the Authority's own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify Authority by telephone. Contractor shall promptly submit to Authority a written report, in such form as may be required by Authority of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of Authority's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this agreement.

-End of Exhibit B-