

**RESOLUTION NO. 26-02**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT  
WITH STRATEGIC ADVISORY SERVICES  
FOR A NOT-TO-EXCEED AMOUNT OF \$60,000.00**

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is a joint powers authority formed under California law to provide regulatory oversight of the disposal and recycling processing of solid waste collected from the Cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo and portions of the unincorporated County of Contra Costa; and

WHEREAS, California state law requires joint powers authorities to strictly adhere to financial accountability standards; and

WHEREAS, the Authority requires a financial consultant for high-level financial services including financial reporting and the annual financial audit in order to meet exemplary financial accountability standards; and

WHEREAS, the Authority has contracted with Strategic Advisory Services for financial services since 2023, for a not-to-exceed amount of \$9,999.00 during July 1, 2023, to December 31, 2023, \$60,000.00 during January 1, 2024, to December 31, 2024, and \$60,000.00 during January 1, 2025 to December 31, 2025; and

WHEREAS, the Authority Board of Directors has reviewed the Strategic Advisory Services Agreement at a public meeting held on February 12, 2026; and

WHEREAS, the Authority Board of Directors requires Board of Directors approval for agreements greater than \$10,000.00; and

WHEREAS, the Authority Board of Directors approved the fiscal year 2025-2026 budget which includes \$60,000.00 for financial consulting services; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the West Contra Costa Integrated Waste Management Authority that:

1. The Executive Director is hereby authorized to execute an Agreement with Strategic Advisory Services for financial services in a form approved by the Authority Counsel, for a not-to-exceed amount of \$60,000.00.

**ATTEST**

**CHAIR OF THE BOARD**

Viviane Vidal      2/17/26  
Viviane Vidal, Board Secretary      Date

  
\_\_\_\_\_  
Cesar Zepeda, Board Chair      Date

Attachments: Exhibit A

I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at a Regularly Scheduled Meeting on February 12, 2026 by the following vote:

AYES: Directors: Ktsanes, Bhattarsai, Murphy, Robinson, Xavier, Zepeda

NOES: Directors: \_\_\_\_\_

ABSTAIN: Directors: \_\_\_\_\_

ABSENT: Directors: Brown

Viviane Vidal  
Viviane Vidal, Board Secretary

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT  
AUTHORITY AND STRATEGIC ADVISORY SERVICES (SAS)**

This Agreement shall be effective on \_\_\_\_\_, 2026, by and between the West Contra Costa Integrated Waste Management Authority (WCCIWMA) - RecycleMore, hereinafter referred to as "Authority," and Strategic Advisory Services (SAS), hereinafter referred to as "Consultant."

**I. DESCRIPTION OF PROJECT**

Through this Agreement, the Authority has retained Consultant to provide professional services to the Authority to assist in financial consulting assistance pursuant to the Scope of Services attached hereto as **Exhibit A**. Available services to include, but not limited to:

- Financial consulting services and staff support

**II. SCOPE OF SERVICES BY CONSULTANT**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the Authority with those services specified in the Scope of Work (Attachment 1).

**III. COMPENSATION**

A. Consultant shall receive compensation for a total not to exceed amount of \$30,000 for the period of January 1 through June 30, 2026. If extended for the period of July 1 through December 31, 2026, Consultant shall receive compensation for a total not to exceed amount of \$30,000, for a total compensation not to exceed amount of \$60,000. Consultant shall be paid through regular invoices received from the Consultant. Mileage reimbursement and approved incidentals will also be included in the not to exceed sum. The cost of professional services is at the rate of \$180.00 per hour and is based upon the Scope of Work (Attachment 1).

B. Consultant shall submit itemized invoices to the Authority at least monthly for the work performed during the preceding month. Such documentation should itemize all charges in such from the available services listed in the Scope of Work.

C. Each invoice must include a progress billing report, which includes this information:

|   |      |      |
|---|------|------|
| Total contract award                            | \$ X | 100% |
| Current invoice amount                          | \$ X | X%   |
| Total billed to date (includes current invoice) | \$ X | X%   |
| Remaining Balance                               | \$ X | X%   |

D. The Authority shall pay Consultant no later than thirty (30) days upon receipt of the invoice. In the event a dispute arises relating to the services performed, costs incurred or any other item relating to compensation of Consultant, such dispute will not delay compensation for those services and costs not in dispute. Any such dispute will be resolved by the parties through negotiations.

#### **IV. RESPONSIBILITY OF CONSULTANT**

Consultant agrees that it shall use its professional efforts and that its services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### **V. INDEMNIFICATION**

To the extent permitted by law, Consultant shall indemnify, defend, and hold Authority, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, damage, causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, expense, costs (including without limitation the costs and fees of litigation) of every nature arising out of or connected with the performance of work by Consultant, its officers, employees, agents, volunteers, and subcontractors, under this Agreement, except for any such claim that is the result of the sole negligence or willful misconduct of Authority, its officers, employees, agents or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in California Civil Code §2778. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not insurance policies have been determined to be applicable to any of such damages or claims for damages.

#### **VI. INSURANCE**

A. Contractor shall secure and maintain in full force and effect at Contractor's sole cost and expense throughout the term of this Agreement such insurance as shall protect Contractor and Authority in such manner and amounts as set forth below. Premiums for said insurance coverage shall be paid by Contractor and shall not be billed as a Contractor Direct Expense or Subcontractor Charge under this Agreement

1. Insurance Required by Law. Contractor shall maintain Workers Compensation Insurance and any other insurance as may be required by law in the State of California.

2. Comprehensive General Liability. Contractor shall maintain comprehensive general liability insurance with coverage for any loss arising out of actions of Contractor committed in the course of work performed under this Agreement. This insurance shall include coverage for liability assumed under this Agreement when such liability is caused by Contractor's negligence. The limit amount for this insurance shall not be less than \$1,000,000 per occurrence.

3. Automobile Insurance. For the duration of this Agreement, Consultant shall maintain, in full force and effect, insurance against claims for injury to persons or damage to

property, which may arise from or in connection with the performance of the work to be performed by the Consultant, its officers, employees, agents, volunteers, and subcontractors under this Agreement.

B. **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

1. Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Other Insurance Provisions:** The automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be excess of Consultant's insurance and shall not contribute to it.

2. The insurance provided by this policy shall not be reduced in coverage or limits, cancelled or not renewed except after thirty (30) days written notice has been provided to the Authority by mail, return receipt requested. Consultant shall notify the Authority thirty (30) days in advance of any anticipated change in the insurance.

D. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current Best's rating of A:VII or better at time the Agreement is executed.

E. **Verification of Coverage:** Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Authority or on other than the Authority's forms or a separate owner's policy, provided those forms or policies are approved by the Authority and amended to conform to the Authority's requirements. All certificates and endorsements are to be received and approved by the Authority before work commences. Failure to provide these forms within the time period specified by the Authority may result in termination of this Agreement pursuant to paragraph X (C), below.

F. **Subcontractors as Insureds:** If the Authority has approved the use of subcontractors, Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. **Professional Liability Insurance:** If Consultant's professional liability coverage is written on a claim made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.

2. A copy of the claims reporting requirements must be submitted to the Authority for review.

## **VII. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent at any time or in any manner, that Consultant is an employee of the Authority.

## **VIII. ASSIGNMENT AND SUBCONTRACTING**

It is recognized by the parties that a substantial inducement to the Authority for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Neither this Agreement nor any interest therein may be assigned by Consultant without the prior written approval of the Executive Director.

## **IX. TERM AND TERMINATION**

A. **Term:** The term of this Agreement shall initially include services performed from January 1, 2026 through June 30, 2026, and may be extended at the sole discretion of the Authority for the period from July 1, 2026 through December 31, 2026, subject to the termination provisions of this section. The Authority can extend the term of this Agreement by written notice to Consultant.

B. **Termination for Convenience:** Authority or Consultant may, at any time, and at their sole discretion, terminate all or any portion of the work to be performed under the terms of this Agreement. This termination shall be accomplished by provision of a written, seven day notice, as provided in Section XVII of this Agreement.

C. In the event of such termination by the Authority, Consultant shall stop work at the stage directed by the Authority, whereupon Consultant shall be entitled to immediate payment for work performed up to the date of receipt of this written notice of termination. Consultant shall not be entitled to payment for any work performed after the receipt of this notice of termination unless such payment is authorized in advance by the Executive Director in writing.

D. **Termination for Cause:** Authority may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. Upon the Authority's termination of this Agreement, the Authority reserves the right to complete the work by whatever means the Authority deems expedient. To the extent Consultant causes or engages in any negligent acts, intentional acts, or errors or omission, Consultant shall pay to Authority the expense of completing such work, as well as any and all damages.

## **X. SUSPENSION OF WORK**

The Authority may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond the Authority's control make normal progress of the work impossible.

## **XI. REPORTS, PLANS, AND DOCUMENTS**

All reports, plans, documents, and data prepared by Consultant pursuant to this Agreement shall be endorsed by Consultant and delivered to and become the property of the Authority. Consultant shall deliver such reports, plans, documents, and data to the Authority upon the

Authority's written request. At the Authority's request, a copy of the reports, plans, documents, and data shall be provided to the Authority in an electronic report in such format as the Authority may require. Consultant may keep file copies of all documents prepared for the Authority, and may use this information for marketing purposes only.

Notwithstanding these and other provisions in this Agreement, Consultant recognizes that the Authority may provide Consultant with various records, documents, and other materials that are confidential in nature and are not to be shared with or distributed to any other party. Consultant's sharing or distribution of such confidential documents could result in civil prosecution.

## **XII. COPYRIGHT AND PATENT**

Consultant shall execute appropriate documents to assign to the Authority the copyright and patent to works created pursuant to this Agreement.

## **XIII. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Consultant shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited bases. Regarding performance of professional services, compliance shall mean compliance with current prevailing professional standard and practices.

## **XIV. RETENTION OF RECORDS**

Consultant shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this project, and Consultant shall make such documents and records available for review and/or audit by the Authority and the Authority's representatives at all reasonable times during the contract period and for at least four (4) years from the date of the completion and/or termination of this Agreement.

## **XV. NOTICES**

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via email, addressed to recipient as follows:

### **Authority:**

Cliff Feldman  
Executive Director  
West Contra Costa Integrated Waste Mgmt. Auth.  
3220 Blume Drive, Suite 139  
Richmond, CA 94806  
(510) 609-1215  
cliff@recyclemore.com  
www.recyclemore.com

### **Consultant:**

Michael Oliver  
President  
Strategic Advisory Services (SAS)  
P.O. Box 878  
Danville, CA 94526  
(510) 915-4376  
moliver@sas-strategies.com

Any party to this Agreement may change the name or address of representatives for purpose of this Section by providing written notice to all other parties ten (10) business days before the change is effective.

**XVI. INTEGRATION**

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

**XVII. AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Consultant and the Executive Director. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

**XVIII. WAIVER**

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

**XIX. GOVERNING LAW AND VENUE**

This Agreement shall be governed under the laws of the State of California. The County of Contra Costa shall be the venue for any litigation between the Authority and the Consultant arising out of this Agreement.

**XX. SEVERABILITY**

Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

**AUTHORITY**

**CONSULTANT**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name CLIFF FELDMAN

Printed Name MICHAEL OLIVER

Title EXECUTIVE DIRECTOR

Title PRESIDENT

Date \_\_\_\_\_

Date \_\_\_\_\_

# EXHIBIT A



**recyclemore**

**Proposal to Provide  
Financial Consulting Assistance to the  
West Contra Costa Integrated Waste Management Authority**



Strategic Advisory Services  
P.O. Box 848  
Danville, CA 94526  
510-915-4376



February 4, 2026

Cliff Feldman  
Executive Director  
Recyclemore—West Contra Costa Integrated Waste Management Authority  
3220 Blume Drive - Suite 139  
Richmond, CA 94806

Dear Mr. Feldman,

Strategic Advisory services is pleased to provide this proposal to provide financial consulting assistance to the West Contra Costa Integrated Waste Management Authority.

As you know Strategic Advisory Services was founded by broadly experienced municipal professionals. Our consultants have many years of combined hands-on experience working as municipal managers and consultants, providing essential services, insights and support to local governments.

We are pleased to be able to submit our proposal Exhibit A—Scope of Work using one of Strategic Advisory Services consultants to conduct these activities. Getachew Demeku-Ousman has extensive municipal government management, finance, budgeting and human resources experience.

We look forward to the opportunity to work with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Mike Oliver".

Mike Oliver, President  
Strategic Advisory Services, LLC

## Exhibit A—Scope of Work

### Proposal to Provide Human Resources and Financial Consulting Services

#### Project Background

The West Contra Costa Integrated Waste Management Authority (Recyclemore) has requested Strategic Advisory Services (SAS) provide financial, budgeting and assistance with the external audit to the Authority. The engagement involves Getachew Demeku-Ousman providing assistance and advice to West Contra Costa Integrated Waste Management Authority aka Recyclemore on a variety of fiscal matters.

Portions of the work will be completed at the Agency offices and portions on a remote basis as directed by the Authority. The engagement will require one Strategic Advisory Services consultant who will be managed by Mike Oliver, President of Strategic Advisory Services.

The SAS consultant will provide advisory services to the Agency as outlined below. Mr. Demeku-Ousman will work directly with the Agency Executive Director and staff on the engagement. The estimated hours are based on prior experience with the District.

#### Consultant Assigned to this Project

Strategic Advisory Services is proposing an experienced professional to conduct this project for the West Contra Costa Integrated Waste Management Authority:

- *Getachew Demeku-Ousman*, a consultant with over 20 years of public and private sector experience as a finance director, budget manager, financial analyst and external audit coordinator, will provide consulting services in the following areas:
  1. Assist in developing and monitoring the Authority budget;
  2. Provide technical assistance in reviewing the Authority's annual financial reporting including closing the books to facilitate the external audit
  3. Assist in management and coordination of the external audit, working with staff and the external auditors in preparation of the appropriate schedules;
  4. Assist as directed during the RFP process for auditing services for the Agency:
    - Assist with preparation of the RFP for auditing services;
    - Assist with the RFP distribution process, including preparation of a short list of potential auditors;
    - Assist with tabulation of the RFP responses;
    - Assist with preparation of the Board agenda report;
    - As directed by the Agency assist with presentation of the audit to the Board

5. Assist the District staff on all financial reporting matters and managing the Quick Books accounting system;
  6. All tasks and consulting services shall be performed with advance direction from the Authority staff.
- *Mike Oliver*, a SAS principal will manage the project.

#### **Project Term**

The project term is from January 1—June 30, 2026 (6 months). The Authority, at its sole discretion, may extend the term of this Agreement for the period of July 1—December 31, 2026. The Authority at its sole discretion may terminate this Agreement at any time.

#### **Project Cost**

The proposed contract is for a total not to exceed amount of \$30,000 for the period January 1 through June 30, 2026. If extended for the period of July 1 through December 31, 2026, the consultant shall receive compensation for a total not to exceed amount of \$30,000 for the extended period, for a total compensation not to exceed amount of \$60,000.

Consultant will be paid through regular invoices submitted to the Authority. Mileage reimbursement and approved incidentals will also be included in the not to exceed sum. The cost of professional services is the rate of \$180.00 per hour and is based on the Scope of Work which anticipates 160 hours per six-month period. Monthly invoices may vary based on the work performed that month but in total will not exceed the allocated amount.

*The services of Consultant specifically do not include hiring, firing, evaluating or supervising of any Agency personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at Authority Board meetings. SAS reserves the right to terminate the agreement upon 30 days written notice.*

## **Getachew Demeku-Ousman – Finance & Management Services**

### **STRATEGIC ADVISORY SERVICESOURCE, LLC**

Telephone: (707) 980-3314

[gdemeku@gmail.com](mailto:gdemeku@gmail.com)

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Getachew Demeku provides advice and counseling to local government agencies in the areas of Finance and Management services. Getachew has over 20 years of experience in accounting, budgeting and financial management.

During the past fifteen years, Getachew has acted as an independent consultant providing services to municipalities in the Bay Area. He assists agencies in the development, implementation and management of accounting policies and procedures. Getachew has often assisted clients in internal audits, external audit and complex management projects and advising City Council, Board of Directors and Finance Directors on financial matters.



Getachew has served as Finance Director in the City of Hercules, Project Manager in the City of Richmond, Senior Budget Analyst for Berkeley Unified School District, and Senior Management Analyst for the City of Lathrop. He has also accumulated several years of experience in managerial positions in Fortune 500 companies such as Baxter Healthcare Corporation (Novcor) as Accounting Manager and Finance Director at Ameritech Corporation and as Senior Financial Analyst at Sims Metal America.

In addition to his significant practical experience with major clients, Getachew has been Accounting and Finance Instructor at University of Phoenix. Getachew earned double-major undergraduate degrees in Economics and Commerce from the University of Toronto, and an MBA from the University of Phoenix, specializing in Business Administration.

## **Mike Oliver—Management Services**

### **STRATEGIC ADVISORY SERVICES, LLC**

Telephone: (510) 915-4376

[moliver@sas-strategies.com](mailto:moliver@sas-strategies.com)

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#### ***Mike Oliver – Strategic Advisory Services***

Mike Oliver has thirty years of public agency management and private sector experience. He has served as the City Manager of the Cities of Oakley, Citrus Heights, and San Leandro, with over 20 years of public management experience. He was the first City Manager of Citrus Heights and Oakley and established both agencies including staffing, facilities, general plans, public safety and community services. Mike founded Municipal Resource Group in 2009 and served as President until founding Strategic Advisory Services in 2023. During his tenure with MRG he participated in and managed over 100 projects which spanned the full spectrum of public agency activities including public safety, fiscal interventions, establishment of law enforcement agencies, reviews of fire service agency financial practices, development agreements, fee studies and public property development and disposal. Strategic Advisory Services' focus is to provide competent technical, development and managerial resources to its clients.



