recyclemore
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

Board of Directors Meeting Agenda
June 25, 2020
6:15 p.m.

**** Please Note the early start time ****

Teleconference/Public Participation Information

This meeting will be held *exclusively* via teleconference participation of a quorum of Board members in locations not open to the public in compliance with the Governor's Executive Order N-25-20 (March 12, 2020) as superseded by Order N-29-20 (March 17, 2020), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. The purpose of the orders is to provide the safest environment for staff and the public consistent with Contra Costa County Health Services' current public health recommendations, while allowing the public to observe and address the Board.

For this meeting, there will be no physical location from which members of the public may observe the meeting. Instead:

- Members of the public are welcome to observe and address the Board telephonically, at the appropriate time for public comment during the meeting, following these instructions:

Link to join Webinar: https://us02web.zoom.us/j/81608258421

Or phone: 1-669-900-6833 or 1-408-638-0968

Webinar ID: 816 0825 8421

During the meeting, the Chair will call for public comment. To make a public comment on a desired item while participating in the webinar, click on the "Raise Your Hand" option within the online webinar tool, or if participating via phone - dial *9.

Note: To improve everyone's opportunity to participate, please mute your microphone until you are called to speak.

- Members of the public are welcome to submit written comments via email to the Board Secretary at ChristinaL@Recyclemore.com prior or during the time for public comment at the meeting. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet in an alternative format, please contact the Authority's Manager of Administrative Services at (510) 609-1215 or by email at ChristinaL@Recyclemore.com with the following information: name, phone number, email, and type of assistance requested.. Notification of at least 48 hours prior to the meeting or time when services are needed will assist Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Serving: The cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo and Unincorporated West Contra Costa County

Public Comment

Members of the public may address the Board of Directors on items that are within the jurisdiction of the Authority. Comments by the public pertaining to items listed in this Agenda should be made at the time the item is considered by the Board of Directors. Please note this Agenda contains an item for the Public to address the Board on non-agenda matters. Each speaker is limited to 3 minutes and may speak only once under each agenda item. The Board of Directors may waive these provisions. If you desire to address the Board, please submit your request on a Speaker's Card available from the Secretary.

1. CALL TO ORDER AND ROLL CALL

The Chair will call the meeting to order and the Secretary will call the roll to establish the presence of a quorum.

2. CLOSED SESSION - NONE

3. PLEDGE OF ALLEGIANCE

The Chair or a Member of the Board will lead the Pledge of Allegiance.

4. EX PARTE COMMUNICATIONS DISCLOSURES

The Chair of the Board will ask if any Director has an ex parte disclosure, pursuant to the Authority's Ex Parte Communications Policy, on any agendized items.

5. PUBLIC COMMENT

Receipt of public comment on non-agenda matters.

6. CONSENT CALENDAR

All matters listed in the Consent Calendar will be enacted with one motion. There will be no separate discussion of the items listed. However, upon request by a member of the Board or the Public, items will be removed from the Consent Calendar and considered separately in the agenda order.

Consideration of a motion to approve the following actions:

6.0 March 12, 2020 Authority Board Meeting Minutes

Note: To vote on the adoption of the minutes does not require a Director to have been present at the subject meeting.

6.1 Amendment to Agreement with Local Government Commission for CivicSpark Fellow to Return for Second Year

Consideration of a motion to authorize the Executive Director to execute an amendment to our existing agreement with the Local Government Commission to add $31,000, for our current CivicSpark fellow to return for the 20-21 service year, making the new NTE $57,000.

6.2 Municipal Resource Group, LLC Contract Amendment #3 for Administrative Services

Authorize the Executive Director to approve Amendment #3 to the existing agreement with Municipal Resource Group, LLC., for Human Resources and Financial Consulting Assistance, extending the agreement ending date to October 1, 2020 and increasing the agreement amount by $38,500 from $122,500, to a total of up to $160,000.

6.3 Agreement with Recyclist Program Tracker Software

Authorize the Executive Director to enter into an agreement with Recyclist in an amount not to exceed $81,800 for a one-time set-up fee and a three-year subscription to Program Tracking Software for the Republic and El Cerrito service areas.

END OF CONSENT CALENDAR

7. STAFF REPORT

Staff will provide updates on recent and upcoming activities.

Process for Addressing Agenda Items Before the Board of Directors

- *Chair reads the agenda item*
- *Staff presents their report*
- *Board questions staff*
- *Public comments are heard*
- *Board discusses item*
- *A motion is made*
- *Final Board discussion*
- *Motion is restated and seconded for the record*
- *Board votes or provides direction to staff*

8. REGULAR AGENDA

8.0 West Contra Costa Integrated Waste Management Authority Fiscal Year 2020-21 Budget

Provide Staff Guidance to prepare Final Budget for Approval

- Staff is Proposing a Fiscal Year (FY) 2020-21 Operating Budget (Exhibit A to Attachment 1) in the amount of $1,616,113, including use of reserves in the amount of $324,713 to balance the Operating Fund (Fund 780) Budget;

- Staff proposes to appropriate $350,000 from the Recycling Fund (781) for the new UAL/OPEB Retirement Fund (Fund 783).

END OF REGULAR AGENDA

9. BOARD MEMBER AND STAFF ANNOUNCEMENTS

INFORMATION ONLY. Announcement of matters of interest by Board Members, Alternate Board Members, Executive Director and General Counsel.

10. ADJOURNMENT

Consideration of a motion to adjourn. The next regular Board of Directors' Meeting is scheduled for July 9, 2020.

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WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

Agenda Report

Date: June 25, 2020

To: West Contra Costa Integrated Waste Management Authority Board

From: Peter Holtzclaw, Executive Director

Subject: March 12, 2020 Authority Board Meeting Minutes

ACTION REQUESTED

Consideration of ADOPTION OF A MOTION to approve the subject minutes.

Note: To vote on the adoption of the minutes does not require a Director to have been present at the subject meeting.

BACKGROUND

The minutes of the March 12, 2020 Board meeting are attached.

FISCAL IMPACT

None.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: March 12, 2020 Board Meeting Minutes

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS MEETING MINUTES – MARCH 12, 2020

Meeting Date | Time *3/12/2020 6:15 PM* | Meeting Location *San Pablo City Council Chambers, 13831 San Pablo Avenue, San Pablo, CA*

Meeting called by	Board of Directors
Type of meeting	Regular
Authority Staff Present	Peter Holtzclaw, Christina Leard, Andy Schneider, Shannon Casey
Legal Counsel	John Bakker

Board Members Present:

Directors: G. Lyman (Chair), El Cerrito; P. Murray, Pinole; A. Pineda (Vice Chair), San Pablo; N. Bates, and J. Myrick, Richmond

Absent: B. Choi (Richmond); D. Romero, Hercules; and F. Glover (Ex-Officio) Contra Costa County

CALL TO ORDER/ROLL CALL

Chair Lyman called the meeting to order at 6:23 P.M. The Roll Call established the existence of a quorum (Bates, Lyman, Murray, Myrick*, and Pineda). *Director Myrick arrived at 6:57 P.M.

CLOSED SESSION

Chair Lyman adjourned into closed session at 6:24 P.M. to consider the following:

1. **Public Employee Performance Evaluation**
   Title: Legal Counsel

2. **Report Out of Closed Session**

The Board returned to open session at 6:43 P.M., and Chair Lyman advised that direction had been given to the Executive Director with regards to Legal Counsel.

PLEDGE OF ALLEGIANCE

Chair Lyman led the Pledge of Allegiance.

EX-PARTE COMMUNICATIONS & DISCLOSURE

Chair Lyman reported that Director Murray had filed ex-parté communications with regard to Agenda Item 8.2, Contract with Recyclist.

PUBLIC COMMENT

There were no comments from the public.

CONSENT CALENDAR

MOTION by Director Pineda to approve the Consent Calendar consisting of Items 6.0, 6.1, and 6.2. **SECOND** by Director Bates.

MOTION PASSED unanimously.

DRAFT

STAFF REPORT

Staff Report Item *7.0* | Presenters |*RecycleMore Staff*

Source Reduction and Recycling Program Manager Andy Schneider reported that:

1) The annual Recycling Update Conference normally held in Berkeley and hosted by the Northern California Recycling Association scheduled for March 17 had been postponed until September; the North Richmond Earth Day Celebration set for April 25 had been cancelled altogether; and the Contra Costa Community College Earth Day 50th Anniversary event was still scheduled for April 22, although with a "wait to see."
2) Republic Services and RecycleMore had just met with staff of the West Contra Costa Unified School District (WCCUSD) to discuss the eight field trips planned between now and May 12; the WCCUSD explained its policy of large events and instructed RecycleMore to let individual principals decide whether to carry on with the field trip gatherings of 35-40 students and staff; and notification had been sent out to the affected teachers and principals with a variety of responses to carry on or cancel the field trips.
3) Compost collection compliance had been discussed with the WCCUSD and at this point the Nutrition Center had been set up in seven individual elementary schools on cafeteria compost collection as well as working with Pinole and El Cerrito High Schools. The plan was to set up cafeteria compost collection at 8-10 more schools next year.
4) CalRecycle is currently satisfied with Republic and RecycleMore's follow-up efforts and compliance stats; however coverage is expected to reach a new threshold when more generators would be covered; CalRecycle warned to begin preparing for SB 1383 and conference calls had been scheduled between CalRecycle staff, Republic, and RecycleMore in April to discuss the various SB 1383 requirements.
5) CalRecycle also identified a new law, AB 827 to go into effect July 1, 2020, requiring front of house compost and recycling diversion containers for all restaurants that were not bussed by staff (fast food restaurants) which would require compost and recycling collection available for the public requiring significant outreach, coordination, and ongoing follow-up; and RecycleMore would have to begin identifying the generators, creating its own signage, and probably providing containers, a big ask that would require a lot of additional effort and potential staffing.
6) CalRecycle had also identified April 20 through 29 for the annual site visits to meet with each individual city to provide examples of good diversion.

Recycling and Solid Waste Program Manager Christina Leard reported that:

1) Due to the coronavirus and the cancellation of events, RecycleMore would be monitoring the household hazardous waste (HHW) collection event on May 16 in Hercules, which could be postponed.
2) Nicole Forte of Republic Services had left the company and with Peter Nuti out for surgery, she [Christina] and Larry Sweetser had stepped in to assist with operations at the facility, specifically with signing the shipping manifests on Tuesdays until Ms. Forte's position had been filled and Mr. Nuti had returned from surgery.

Executive Director, Peter Holtzclaw reported that:

1) The office move to 3220 Blume Drive was imminent.
2) Manager of Finance and Administrative Services interviews had occurred with final rounds in the next couple of weeks.
3) There had been meetings with CalRecycle in late January, and April site visits were imminent; currently CalRecycle had been dispersed from its campus for social distancing purposes and discussions were ongoing as to how site visits would occur.

DRAFT

Agenda Item *8.0 – Election of Board Chair and Vice Chair* | Presenter *Peter Holtzclaw – Executive Director*

Chair Lyman nominated Vice Chair Pineda to be Chair. There were no other nominations. On motion by Director Murray to close nominations, seconded by Chair Lyman, and carried unanimously to elect ***Abel Pineda*** as Chair of the West Contra Costa Integrated Waste Management Authority Board of Directors.

While the City of Pinole was next in line for nomination as Vice Chair, Director Murray declined the nomination given that he would be termed out.

Director Lyman nominated Director Bates to be Vice Chair. There were no other nominations. On motion by Director Murray to close nominations, seconded by Director Myrick, and carried unanimously to elect ***Nathanial Bates*** as Vice Chair of the West Contra Costa Integrated Waste Management Authority Board of Directors.

Agenda Item *8.1 – Approve Contract with R3 Consulting for SB 1383 Planning Assistance* | Presenter *Peter Holtzclaw – Executive Director*

Executive Director Holtzclaw presented the contract with R3 Consulting for SB 1383 planning assistance, and reported that the contract had been discussed, the Request for Proposal (RFP) had been released in October 2019, R3 Consulting had been the only respondent with 3-4 subconsultants, and after meeting with CalRecycle he suggested the planning contract was essential for RecycleMore to secure planning assistance moving forward to implement SB 1383 in the most efficient manner.

There were no speakers.

Director Murray specifically cited Task 2.3 and Section 1-3 of the contract, which he suggested were contradictory with respect to the responsibility for review and whether each Member Agency or RecycleMore was to conduct the work. He also asked about the level of work required

Mr. Holtzclaw suggested that he and Mr. Nuti could perform the bulk of the work given their experience, but with Mr. Nuti's absence and given the upcoming office move and other RecycleMore staff responsibilities, he suggested the process would be better coming from a third party (R-3 Consulting), and then negotiate what Member Agency and RecycleMore staff would do going forward.

As to whether SB 1383 would increase rates and/or require a fourth can for organics collection in response to Director Bates, Mr. Holtzclaw suggested the impact, if any, remained to be seen. He was cautiously optimistic that rates would not increase but he wanted to see what the effect of SB 1383 would have on staff time at both the Member Agency and RecycleMore levels.

Mr. Schneider noted that most single-family homes already had a green cart and most people put their plant debris in that cart. The goal would be to get more individual families separating and reducing their food waste, which would be included in the green carts. No additional services are expected for single-family homes, although it is anticipated that there may be a need for additional routing, containers, and trucks to collect organics in sectors where there is not a current requirement to. As a result, some rate impacts were expected although that was unknown at this time since the state expected that costs would be recouped through rates. The goal was to manage that increase as much as possible to minimize the impact on the community and still remain in compliance.

DRAFT

MOTION by Director Myrick to authorize the Executive Director to enter into a contract with R3 Consulting in an amount not to exceed $63,170 for SB 1383 Planning Assistance. **SECOND** by Director Lyman.

MOTION PASSED unanimously.

Agenda Item *8.2 – Approve Contract with Recyclist for Program Tracking Software* | Presenter *Peter Holtzclaw, Executive Director*

Mr. Holtzclaw requested the removal of the item from the agenda, to be considered at a future meeting.

PUBLIC SPEAKERS

MARIA SANDERS, City of El Cerrito, supported the Recyclist agreement given the city's belief that the Recyclist database was the best tool to help them and others efficiently comply with escalating compliance requirements. She clarified that Republic Services was not the collector and hauler for El Cerrito in that the city had a separate post-collection agreement and a separate hauler in East Bay Sanitary. Given El Cerrito's need for access to the Recyclist database, she hoped that RecycleMore would have at least joint ownership to ensure the shielding of privileged El Cerrito information from Republic Services.

SAMANTHA CARR, City of Richmond, stated that Richmond staff supported the use of Recyclist which was extremely helpful with compliance of AB 341, AB 1826, and SB 1383, and which would be helpful to comply with all state mandates, to track compliance, to connect to the city's dashboard, and to link the Recyclist data to the city's portal. She supported either RecycleMore's full ownership or co-ownership with Republic Services.

The item was pulled, to be considered at the next meeting.

BOARD MEMBER AND STAFF ANNOUNCEMENTS

Chair Pineda urged Directors to stay healthy, wash their hands, and take care of their community and loved ones.

ADJOURNMENT

With consensus of the Board, Chair Pineda adjourned the meeting at 7:18 P.M. until the regular Board meeting scheduled for May 14, 2020 at 6:15 P.M.

I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Board meeting held March 12, 2020.

_____

Board Secretary Date

DRAFT

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WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

Agenda Report

Date: June 25, 2020

To: West Contra Costa Integrated Waste Management Authority Board

From: Peter Holtzclaw, Executive Director

Subject: Amendment to Agreement with Local Government Commission for CivicSpark Fellow to Return for Second Year

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ACTION REQUESTED

Consideration of a motion to authorize the Executive Director to execute an amendment to our existing agreement with the Local Government Commission to add $31,000, for our current CivicSpark fellow to return for the 20-21 service year, making the new NTE $57,000.

BACKGROUND

RecycleMore has utilized a CivicSpark fellow over the last two years to assist in managing compliance with AB 1826 and AB 341. RecycleMore has benefitted from having the additional staffing capacity at a relatively low cost. Our current CivicSpark fellow has performed well on all assigned tasks and has expressed interest in returning for a second fellowship for the 2020-21 service year. With the upcoming mandates, RecycleMore will continue to need the additional capacity these fellowships provide.

RecycleMore's application for the 2020-21 Civic Spark fellowship was approved on April 1, 2020. CivicSpark staff recommended amending the current contract to include the second year returning fellowship and the necessary funding. Second year returning fellows receive $5,000 additional funding, making the 2020-21 service year a total of $31,000, and the total 2 year agreement $57,000.

A copy of the Local Government Commission agreement amendment is included with this report as Attachment 1. It is recommended the Board authorize the Executive Director to execute this agreement amendment with the Local Government Commission.

FISCAL IMPACT

The FY 20-21 Recommended Operating Fund Budget includes funds for the proposed fellowship. Staff estimates the cost of a full-time Intern hired by RecycleMore for 11 months would be about $45,000 to $50,000, plus funds for recruitment ($3,000 to $7,000). RecycleMore believes that contracting with the Local Government Commission would be the most cost-effective way to build staffing capacity during this period of agency transition.

RECOMMENDED ACTION

Consideration of a motion to approve and authorize the Executive Director to execute an agreement amendment in the amount of $31,000 with the Local Government Commission, for the 2020-21 service year.

Approved by:

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: Agreement Amendment with Local Government Commission

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AMENDMENT is made and entered into as of _____ by and between RecycleMore, ("Partner") and the Local Government Commission ("LGC").

RECITALS

A. WHEREAS, Partner and LGC have entered into the Agreement (as defined below); and
B. WHEREAS, Partner and LGC desire to modify the Agreement on the terms and conditions set forth herein to update contractual clauses;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and LGC hereby covenant and agree as follows:

1. **Agreement**. Refers to the Agreement dated July 8, 2019 between Partner and LGC.

2. **Modifications to the Agreement**. The Agreement is hereby modified as follows:

b. Exhibit "B" Scope of Services

Exhibit "B" Item 4 is hereby added

4) 20-21 Service Year Project Specific Scope of Work

a) **Organic Material Data Management and Compliance Monitoring**
The project serves the cities of Richmond, San Pablo, Pinole, Hercules and El Cerrito who are all part of West Contra Costa County's Joint Powers Waste Management Authority (RecycleMore). The project goal is assisting businesses to gain compliance with various waste diversion laws, in turn reducing greenhouse gas emissions.

A fellow will support this project through tasks such as;

Identify, track & assist businesses that are required to divert their waste materials through various state laws.

Assist in configuring new data tracking software

Track waste tonnage data to identify disposal trends and propose new program targets.

Work with the school district to implement cafeteria composting and waste reduction programs.

Help to develop content and structure for a new agency website, print and social media outreach.

Assist with community outreach events.

Assist in planning, outreach & implementation of AB 827, bringing post-consumer diversion programs to all fast-serve restaurants.

Research and plan for compliance with upcoming climate pollutant reduction laws (SB 1383), including edible food recovery.

Participate in many aspects of local government agency operations through stakeholder meetings, Board agenda process and the decisions that govern the direction of a small agency.

b) This project will include: 1) an initial gap assessment conducted by the Fellow, 2) a volunteer engagement component, and 3) a transitional support activity.
i) Minor changes to the scope following the requisite gap assessment process may be needed.
ii) The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit “A”.

c. Exhibit "C" Partner Responsibilities

Exhibit “C” Item 1.C.7 is hereby added

If needed due to shelter-in-place requirements, be able to support remote service for Fellows (e.g. remote access to files, plans for remote check-in and support, technology support for remote work)

d. Exhibit “D” Description of Compensation

Exhibit “D” paragraph 2 is hereby replaced with the following text

LGC will receive no more than $57,000, for 1 Fellow performing the services of this contract over two service years.

Exhibit “D” paragraph 4 is hereby deleted

To proceed with services, LGC requires a down payment of 10% of the total agreement amount or $2,600. The deposit will be credited against initial invoices each of which will be the total amount of the contract divided by the period of the contract and billed monthly.

f. Exhibit "F" Timeline

Exhibit “F” paragraph 1 is hereby replaced with the following text

All tasks enumerated in Exhibit "B" are to start on September 10, 2019 and should be completed by September 7, 2021.

DATED:

_____

_____
PARTNER

DATED:

_____
Lare Bloodworth, Director of Finance
LOCAL GOVERNMENT COMMISSION

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WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

Agenda Report

Date: June 25, 2020

To: West Contra Costa Integrated Waste Management Authority Board

From: Peter Holtzclaw, Executive Director

Subject: Municipal Resource Group, LLC Contract Amendment #3 for Administrative Services

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ACTION REQUESTED

Authorize the Executive Director to approve Amendment #3 to the existing agreement with Municipal Resource Group, LLC., for Human Resources and Financial Consulting Assistance, extending the agreement ending date to October 1, 2020 and increasing the agreement amount by $38,500 from $122,500, to a total of up to $160,000.

BACKGROUND AND ANALYSIS

Municipal Resource Group (MRG) is currently providing administrative services in the areas of human resources and financial management for RecycleMore. At the June 13, 2019 Board meeting, the Board authorized the Executive Director to enter into an agreement with MRG in the amount of $45,000 to provide administrative services, for a period of 5 months, from June 17, 2019 to November 15, 2019. The contract was amended in November to extend until March 31, 2020, with a total contract amount of $95,000. The contract was amended a second time to extend until June 15, 2020.

Staff is requesting Board approval to amend the MRG agreement to provide an additional 3 ½ months of administrative services, through October 1, 2020. This request is made to allow MRG to continue to provide administrative services while recruitment for the Manager of Finance and Administration is in progress. Extending the MRG agreement to October 1, 2020 would allow about MRG to continue services and then help transition the new Manager of Finance and Administration once hired.

FISCAL IMPACT

This contract extension will be funded by salary savings from the budgeted position of Manager of Finance & Administration.

Respectfully submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: Original Agreement with MRG dated June 17, 2019

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 17th day of June, 2019 by and between the **West Contra Costa Integrated Waste Management Authority** (hereinafter referred to as "RECYCLEMORE"), and **Municipal Resource Group, LLC**, (hereinafter referred to as "CONSULTANT").

1. SCOPE OF SERVICES

See Exhibit "A": Proposal dated May 29, 2019

2. DELIVERABLES

The tasks detailed in the Scope of Services will be completed in a reasonable timeline in coordination between RECYCLEMORE and CONSULTANT.

3. RESPONSIBLE PERSONNEL AND DIRECTION

Mike Oliver will be charged with the completion of the CONSULTANT'S responsibilities under this Agreement. CONSULTANT shall report to and receive direction from Stan hakes, Executive Director, or from future Interim Executive Director.

4. COMPENSATION

CONSULTANT agrees to perform the Scope of Services delineated herein, and RECYCLEMORE agrees to make payments for work completed under the following terms:

1. **Fees.** CONSULTANT fees shall not exceed $43,000

5. TERM OF AGREEMENT

Unless otherwise agreed to in writing, the term of this Agreement shall be from June 18, 2019 through November 15, 2019.

6. AMENDMENT

This Agreement may be amended, modified or changed by the parties provided that modification or change is in writing and approved by the authorized representatives of the parties.

7. OWNER OF DOCUMENT/PROPRIETARY INTEREST

It is agreed that RECYCLEMORE has a proprietary interest in all material prepared by CONSULTANT under this Agreement, with the exception of promotional materials, and may retain, alter or use as it sees fit all portions of the material prepared for the completion of the project.

8. SUBCONTRACTORS

CONSULTANT may utilize professional subcontractors only as approved by RECYCLEMORE.

9. ADDITIONAL SERVICES

In the event RECYCLEMORE desires to retain CONSULTANT for the performance of additional services in connection with this Agreement, specification of such additional services and compensation therefore shall be made only by amendment to this Agreement in accordance with compensation rates to be negotiated at that time.

10. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this contract, CONSULTANT is an independent contractor and is not and shall not be an employee, agent, or servant of RECYCLEMORE.

11. NONDISCRIMINATION

There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment because of age, race, religion, sex or national origin.

12. CONSULTANT CONFLICT OF INTEREST

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, RECYCLEMORE's Conflict of Interest Code (on file in RECYCLEMORE Clerk's Office). It is incumbent upon the CONSULTANT or CONSULTANT'S firm to notify RECYCLEMORE of any staff changes relating to this Agreement.

13. ASSIGNMENT

CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of RECYCLEMORE.

14. AGREEMENT BINDING

This Agreement is binding on the heirs, successors and assigns of the parties hereto.

15. APPLICABLE LAW AND ATTORNEY'S FEES

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provisions of the Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs or any other costs as may be fixed by the court. Any action arising out of this Agreement shall be venued in the Superior Court of the State of California in and for the County of Contra Costa.

16. SEVERABILITY

If any one or more of the covenants and agreements or portions thereof shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant, or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and

agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

17. TERMINATION

A. RECYCLEMORE may terminate this Agreement at any time, without cause, by giving the CONSULTANT one(1) (i.e., 30 calendar days) written notice of discontinuance and termination of Agreement.

B. RECYCLEMORE may, at any time, at its discretion, abandon or suspend any portion of the work being done under the terms of this Agreement. In the event of abandonment or suspension of work for which professional services have been performed under this Agreement by CONSULTANT or in the event of the termination of this Agreement, the CONSULTANT shall immediately stop work on the project required by this Agreement, or shall stop work at the stage directed by RECYCLEMORE.

C. In the event of Agreement termination, RECYCLEMORE shall pay CONSULTANT all sums then due and unpaid under the Agreement, including sums for work not completed, but in preparation, on a time and materials basis. Payment by RECYCLEMORE of such compensation shall be considered full and final settlement of all work performed by the CONSULTANT under this Agreement.

18. INSURANCE AND INDEMNIFICATION

A. **Insurance Requirements.** Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT and its agents, representatives, employees, and subcontractors. CONSULTANT shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

B. **Workers' Compensation.** CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

C. **Commercial General and Automobile Liability Insurance.**

1. **General Requirements.** CONSULTANT, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS

($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2. **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

D. **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

1. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to RECYCLEMORE and its officers, employees, agents, and volunteers.

E. **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to RECYCLEMORE.

F. **Additional Insured; Primary Insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that RECYCLEMORE and its officers, employees, agents, and volunteers shall be covered as additional insureds. A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to RECYCLEMORE and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by RECYCLEMORE shall be called upon to contribute to a loss under the coverage.

G. **Variation.** RECYCLEMORE may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that RECYCLEMORE's interests are otherwise fully protected.

19. Indemnification.

CONSULTANT shall indemnify, defend with counsel reasonably acceptable to RECYCLEMORE, and hold harmless RECYCLEMORE and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and 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, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of CONSULTANT or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work.

With respect to third party claims against the CONSULTANT, the CONSULTANT waives any and all rights of any type of express or implied indemnity against the Indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt RECYCLEMORE from its own fraud, willful injury to the person or property of another, or violation of law.

20. MISCELLANEOUS PROVISIONS

A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events or conditions beyond the party's control.

B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

C. This agreement constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said document. It is not the intent of the parties to this agreement to form a partnership or joint venture.

D. Where the terms and conditions of this Agreement and any attachments or exhibits hereto conflict, the parties expressly agree that the terms and conditions of this Agreement shall prevail and preside.

E. The Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from RECYCLEMORE.

21. ATTACHMENTS

Exhibit A – Proposal from MRG dated May 29, 2019

IN WITNESS WHEREOF, RECYCLEMORE AND CONSULTANT have caused their authorized representatives to execute this Agreement.

RECYCLEMORE

By:

Stan Hakes Executive Director

RECYCLEMORE Executive Director

6-17-19

Date

CONSULTANT

By:

Mike Oliver

President

June 17, 2019

Date

recyclemore
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

Agenda Report

Date: June 25, 2020

To: West Contra Costa Integrated Waste Management Authority Board

From: Peter Holtzclaw, Executive Director

Subject: Agreement with Recyclist Program Tracker Software

ACTION REQUESTED

Authorize the Executive Director to enter into an agreement with Recyclist in an amount not to exceed $81,800 for a one-time set-up fee and a three-year subscription to Program Tracking Software for the Republic and El Cerrito service areas.

BACKGROUND

RecycleMore is responsible for compliance with current state laws AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics Recycling), and the upcoming SB 1383 (Short-Lived Climate Pollutants: Methane Landfills). RecycleMore and Republic Services have devoted considerable staff time and effort to configure waste account data into a usable compliance document that is verifiable by CalRecycle. This effort is repeated each time account data is updated and is very time consuming and prone to errors. An effective compliance monitoring program also involves identifying covered generators, and conducting follow-up with commercial generators via mailings, phone calls and site visits. AB 1826 has gradually expanded to include over 1,000 covered accounts, and staff expects the majority of the Waste Reduction and Recycling Program Manager's duties to center around these compliance efforts indefinitely. RecycleMore staff is also preparing for the implementation and enforcement of SB 1383, which will require organics collection and monitoring for virtually all generators and will include enforcement responsibility for jurisdictions. SB 1383 will also involve complex record keeping for self-haul landscapers, businesses that may generate excess edible food, and for edible food recovery agencies. Many of the compliance documentation and record keeping functions must be addressed annually adding to the expected on-going work of JPA staff. SB 1383 functions begin in 2022, and jurisdictions are encouraged to begin planning and managing the groundwork of this complex program now.

ANALYSIS

RecycleMore staff made inquiries of how our neighboring jurisdictions are managing compliance with the current laws and how they are preparing for SB 1383. Staff spoke with two Republic Services franchises, one in the RecycleSmart - Central Contra Costa County JPA and the other in Union City. Both are currently contracted with a data tracking software platform called Recyclist, and both provided very positive reports on their experiences. Email communications with Kimberly Lam (Republic/Central Contra Costa) and Jennifer Cutter (Union City) are included as attachments 1 and 2.

RecycleMore staff also scheduled an online demonstration with Recyclist and learned that it has the capabilities to manage all the account data and compliance monitoring that will be expected of the JPA. Recyclist is developed specifically for waste data compliance tracking and is configured for both the current and future laws. Recyclist staff has direct experience with Republic Services' account data and is able to configure our specific interface accordingly. Existing follow-up records are able to be input into the tracker and Recyclist ensures that the transition is completed successfully as part of a one-time start-up fee. Waste hauler account data is then uploaded into the system quarterly and current status reports are available on demand. There are a range of permissions to allow various users to access parts of the tracker, allowing RecycleMore, Republic Services and City of El Cerrito/East Bay Sanitary to update follow-up records as needed. Utilizing a data platform with access by all users would save hundreds of hours each year that we currently spend coordinating and communicating our individual follow-up activities. Another benefit the software offers is the ability to generate the compliance sections of the CalRecycle Electronic Annual Report automatically.

Throughout 2018, RecycleMore maintained separate compliance spreadsheets for each law, with tabs for each sector. We maintained separate electronic folders for compliance documents and for evidentiary photographs taken on site visits. Recyclist allows for all follow-up information to be stored in a single, cloud-based location for each account which will facilitate efficiency and accuracy for our on-going compliance work.

Recyclist also acts as a follow-up monitoring system. It automatically schedules follow-up visits to keep staff activities on track. It automatically sends follow-up emails to self-haul landscapers and other entities, reminding them of their annual reporting requirements. Because SB 1383 requires enforcement and violations for non-compliance, Recyclist also tracks progressive enforcement for each account.

As a cloud-based platform, Recyclist offers field input of site visit notes and photos and the ability to generate business follow-up communications from the field. It also allows rate table inputs to automatically calculate right-sizing proposals for businesses.

All parties (RecycleMore staff, member city staff, Republic, East Bay Sanitary, and the El Cerrito staff) agree that the purchase of the Recyclist software is a prudent decision. A sticking point has been ownership.

Initially, RecycleMore figured it would own the software, with Republic, El Cerrito and East Bay Sanitary inputting data as necessary, with summary results exported to the State (CalRecycle). Republic had, and continues to have, legitimate concerns about its proprietary commercial list becoming public, especially as the Post-Collection Agreement and numerous hauling franchises end in 2025. Conversely, many public staffers are wary of Republic owning compliance software, when compliance is RecycleMore's reason to exist.

RecycleMore has researched how Recyclist is used by other communities and there's no consensus.

- Most jurisdictions own the software, with haulers uploading their data, and no security breaches have occurred, since Recyclist can place restrictions on what data is exported to the state, to nullify any accidental release of proprietary commercial data.

- There are many instances where the public sector owns the software and a Republic subsidiary uploads data.

- Alternatively, Republic and Mount Diablo Recycling own the software next door in Central Contra Costa County, with the RecycleSmart staff accessing the software to compile summary compliance data. The same occurs in unincorporated Contra Costa County, with County staff similarly accessing, compiling and exporting data, again all within established parameters where only summary information is shared, not specific account information.

Currently, we have an agreement between all parties. RecycleMore will own the software as it pertains to El Cerrito, with the City and East Bay Sanitary inputting data along with RecycleMore staff, for eventual summary exports to CalRecycle. El Cerrito has specific language in its franchise agreement that does not allow its hauler (East Bay Sanitary) or the City to share customer accounts with other private entities, meaning Republic cannot be a party to this arrangement. RecycleMore and Republic will co-own the software as it pertains to the rest of the jurisdiction. This ensures that the parameters for exporting are fully transparent between Republic and RecycleMore, and that RecycleMore can engage in data-inputting alongside Republic staff. Only RecycleMore staff will have access to Republic's account data. Republic's proprietary data will be secure within the software and only summary data will export to CalRecycle and member cities in the Authority. Staff from these member cities will not have access to any of this account data – if they do require access, that will be handled separately through front-end franchise hauling agreements between Republic and those cities.

PROCUREMENT PROCESS

Recyclist claims that there is no other comparable software platform available (see Sole Source document attachment 4). RecycleMore staff researched the software platform market online and made some inquiries about seemingly similar products. Green Halo provided similar generator interface capabilities, but it was limited specifically to C&D diversion monitoring. Salesforce CRM could be utilized for compliance monitoring, but it is designed around business sales, and not specifically suited for managing compliance with these specific laws. StopWaste currently uses Salesforce as their CRM and explained that it was difficult to configure and not specifically designed for waste compliance work. Based on this research, RecycleMore staff concludes that there is currently no other comparable product available.

AWARD AGREEMENT TO RECYCLIST

Considering that the data management and compliance monitoring expectations of CalRecycle are expected to increase over the next few years, RecycleMore recommends awarding an agreement to Recyclist for a three-year subscription to the Recyclist Program Tracker. Single year annual subscription fees are $24,000. This is discounted to $21,600 per year for a three-year subscription. Recyclist annual costs are based on population, and can be adjusted if a member agency were to withdraw from the JPA. There is a one-time $5,000 start-up fee as well as a $3,000 charge to keep Republic data discrete from El Cerrito and East Bay Sanitary. El Cerrito data inputs would cost an additional $500 for each data upload, proposed at twice a year. (See Attachment 1 - Recyclist Quote). This would make the three-year subscription rate $81,800.

FISCAL IMPACT

The Board has directed staff to add $225,000 to the operating budget for compliance activities, which would include program tracking software.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachments:

1. Recyclist Quote

RECYCLIST

QUOTE

CUSTOMER: RecycleMore and Republic Services of West Contra Costa County

DATE: June 17, 2020

EXPIRATION DATE: June 30, 2020

PRODUCT: Program Tracker for service area with population 500,000-1,000,000

FEES:

1-year term	*3-year term*
$24,000/year	**$21,600/year**

+

$2,000/year for 1 additional hauler data set

(imported quarterly, $500/year if imported annually)

(El Cerrito/East Bay Sanitary)

Single hauler quarterly data set imports included in base subscription
$500/import for each additional hauler data set, frequency can be adjusted

+

$3,000/year Limited Access Fee

(Enables Republic Services and El Cerrito to access only their own data.)

+

$1,000/year Additional Reporting Jurisdiction Fee

(If El Cerrito reports their EAR in conjunction with RecycleMore,

this may not be applicable)

+

$5,000 One-Time Set-Up Fee

Program Tracker includes:

- Commercial & multi-family generator database for tracking:
  - Service levels
  - Contact information

    - AB 1826 & AB 341 compliance (California customers)
    - SB 1383 compliance planning (California customers)
    - Log of all outreach activities

- CRM features to schedule and track outreach to commercial generators, including:
    - Site Visits
    - Phone Calls
    - Emails
    - Materials delivered
    - Photos taken
    - Task lists and calendars
    - Task reminders and summaries

- Estimate tool that enables staff to:
    - Document current service levels
    - Calculate cost estimates for multiple service scenarios
    - Input waste characterization audit data
    - Take photos
    - Email PDF reports directly to site managers

- Customization to meet unique customer needs, such as:
    - Tracking local programs and pilot projects
    - Compliance with state, regional, or local ordinances
    - Internal reporting (e.g., materials delivered, inventories)
    - Business and multi-family location mapping
    - Importing data from customer service / billing databases
    - Quarterly (single hauler) or annual (multiple haulers) importing of updated data to identify new accounts, closed accounts, and service level changes
    - Quarterly importing for multiple haulers available for an additional fee

- Reports on all of the above, in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file.

- Cloud-based database that syncs data across all users in real time

- Web-based application, with mobile app for iOS and Android (requires internet connection)

- Secure web hosting with weekly backups

- Support via email and phone, Monday-Friday 9am-5pm PST

- Unlimited users

- Release of new features and improvements as they are developed

One-Time Set-Up Fee includes:

- Importing initial generator list(s) and service levels
- Importing historical outreach and compliance records
- Setting up user accounts
- Customizing database fields to meet customer needs
- Customizing reports to meet customer needs

recyclemore
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

Agenda Report

Date: June 25, 2020

To: West Contra Costa Integrated Waste Management Authority Board

From: Peter Holtzclaw, Executive Director

Subject: West Contra Costa Integrated Waste Management Authority Fiscal Year 2020-21 Budget

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RECOMMENDED ACTIONS

Provide Staff Guidance to prepare Final Budget for Approval

- Staff is Proposing a Fiscal Year (FY) 2020-21 Operating Budget (Exhibit A1-5 to Attachment 1) in the amount of $1,616,113, including use of reserves in the amount of $324,713 to balance the Operating Fund (Fund 780) Budget;
- Staff proposes to appropriate $350,000 from the Recycling Fund (781) for the new UAL/OPEB Retirement Fund (Fund 783).

BACKGROUND

The Board approved the FY2019-20 Budget in September 2019, which included the following:

- Total expenditures of $1,183,497
- Four full time positions, including hiring a new Executive Director and a new Finance & Administration Manager
- Projected Revenues of $1,034,500.

In November, the Board approved the Post-Collection Rate Structure that added $300,000 to the Authority's FY2019-20 Budget. This included:

- $75,000 to hire a fifth staff person, a Recycling Coordinator/Administrative Assistant
- $225,000 for regulatory-related projects, with an eye towards SB 1383 implementation
- The approved rate structure is based on Republic processing 156,334 tons (including solid waste, recycling, organics, and dry waste)
- The revenue requirement for post-collection activities totaled $106.26 per ton. Of this amount, Republic pays the Authority $7.86 per ton per month to cover the Authority's expenses, as outlined in the Post Collection Agreement. El Cerrito pays a similar amount but bi-annually on a volume amount equal to 7.5% of the total tonnage.

FISCAL IMPACT

Operating Fund Budget - The Proposed FY 2020-2021 Operating Fund Budget (Fund 780) includes:

1. Total expenses of **$1,616,113** and total revenues of **$1,291,400.**
2. Use of reserves in the amount of **$324,713** to balance FY 2020-21 Operating Budget.
3. Funding for five full time positions.
4. Funding for limited term Civic Spark position.

Recycling Fund Budget - The recommendation for the Recycling Fund Budget (Fund 781) consists of appropriating $350,000 to provide funds for a new OPEB/PERS UAL Special Retirement Fund.

Fund Balances (estimated)

	6/30/2020	6/30/2021
Operating Fund	$ 927,388	$ 991,658
Recycling/Special Projects Fund	$2,201,972	$1,502,989
UAL/OPEB Fund (new)	0	$ 350,000

DISCUSSION

Summary of the Operating Fund Budget

Operating Fund Revenues - Fiscal Year 2020-21 Operating Fund Recommended Budget revenues are estimated at **$1,291,400.** There are four primary sources of Operating Fund revenue. The first source is fees paid by Republic to RecycleMore as required under the Post-Collection Agreement. The second is semi-annual payment by the City of El Cerrito to contribute their "fair share" of RecycleMore administrative and operating costs. The third are funds from the Oil Payment Program. The final revenue source is interest from the Operating Fund reserve balance.

Republic Services Payments	$ 1,228,785
El Cerrito Payments	$ 99,678
Oil Program	$ 141,080
Interest	$ 20,000
SubTotal	$ 1,489,543
Minus Volume (15%/25,209 tons)	$ 198,143
Total	$ 1,291,400

With the shelter-in-place order in response to the Covid-19 pandemic, we expect volumes to decrease by approximately 15%, which will decrease payments paid by Republic and El Cerrito. The anticipated revenues of $1,489,543 from the approved 2020 Rate Structure is now estimated to be approximately $1,291,400.

However, another result of the shelter-in-place is the Authority has spent less than it budgeted in FY2019-20. Expenditures were projected to be almost $1.2M in the FY2019-20 budget, with another $300,000 being

approved via the rate structure in November. The Authority projects to spend only $1,000,000 through 6/30/2020.

The proposed FY2020-21 budget accounts for these revenue and expense decreases and their impacts on the fund balances and the Authority's programs and services.

Operating Fund Expenses – Proposed FY 2020-21 Operating Fund Expenses are **$1,616,113.**

The FY 2019-20 operating expenses were budgeted at $1,183,497**.** The major categories and amounts in the recommended FY 2020-21 Budget are:

	FY20-21	FY19-20
Personnel	$763,799	$ 510,797
Professional Services	$471,700	$ 464,700
Program Direct Expenses	$158,250	$114,500
General Expenses	$81,284	$82,000
Grant Expenditures	$141,080	$ 11,500
Total	$1,616,113	$1,183,497

Personnel – Recommended FY 2019-20 Budget expenses include staff salaries and benefits of $763,799 as summarized below:

1) The FY 2020-21 Proposed Budget includes funding for five positions (One Executive Director; One Finance & Administration Manager; Two Program Managers; and One Recycling Coordinator/Administrative Assistant).

2) Employee Benefits - There are no new or enhanced benefits in the recommended FY 2020-21 Budget. There are minor additional expenses for cost increases for maintaining employee benefits at the current level.

3) Cost of Living Adjustment – Staff salaries have normally been adjusted by a COLA in the past; staff is open to the Board extending similar COLA's that member cities are offering their staffs for the proposed budget year.

4) Temporary (Partially Grant Funded) Employee - Funding of $31,000 for a full-time limited term (11 month) Civic Spark Fellow is included in the Proposed FY 2020-21 Budget.

Professional Services - Professional Services Expenses in the amount of $474,700 are included in the recommended Operating Budget. These are funds for ongoing services, such as Legal Counsel, San Pablo Financial services, an Annual Financial Audit and ongoing IT Maintenance services. There are also funds for 3.5 months of financial and administrative services while the Manager of Administration position is vacant. In addition, there are funds for one-time services, such as post-collection rate setting analysis, SB 1383 Planning, Website Renovation, and Edible Food Waste Recovery project.

In total, Professional Services in FY20-21 compared to FY19-20 is an increase of $10,000.

Program Direct Expenses - Program Direct expenses are used mainly for AB 939 programs supplies and services. The Proposed FY 2020-21 Budget includes $158,250 for Program Direct expenses, which is

almost $45,000 more than the FY 2019-20 budget, the bulk of which is due to the cost of implementing the Recyclist software.

General Expenses - General Expenses are proposed at $81,284 compared to last year's $82,000. These are funds used for office supplies, rent, phone, computer and other general office expenses.

Use of Reserves - The Proposed FY 2020-21 Budget has total expenses of $1,616,113 and total revenues of $1,291,400. Balancing the FY 2020-21 Proposed Budget would require use of reserves in the amount of $324,713.

Summary of the Recycling Fund Budget

Recycling Fund Revenues - City of San Pablo staff estimates the Recycling Fund will earn about $20,000 interest during FY 2020-21. There are no other income sources of income for this Fund.

Recycling Fund Expenses - Staff recommends that funds in the amount of $350,000 be transferred from this fund into the new fund 783 for Retirement Costs. The fund will earn about $40,000 in interest during the fiscal year.

The FY 2017-18 Budget included $550,000 to address retirement liabilities (CalPERS UAL and OPEB). These funds were not appropriated in the FY 2018-19 Budget. It has been the Board's intention to include funding to address these two long term liabilities, and approved the creation of a Special Fund (Fund 783) specifically designated for CalPERS unfunded accrued liability (UAL) and Other Post-Employment Benefit (OPEB) liabilities in the FY2019-20 budget, but did not direct any money into the new fund. Staff is recommending to allocate $350,000 from the Recycling Fund into this new Retirement Fund.

Refer to Exhibit A-1 for a breakdown of Fund Balances, Revenues and Expenses, A-2 for a List of Expenditures, A-3 for a list of Professional Services, A-4 for salary/compensation schedules, and A-5 for the Budget in detail.

Discussion of Major Projects

The FY20-21 has a number of important projects, the more notable ones are briefly described here.

On-Going Projects

SB 1383 Planning (approx. $65,000)

- We currently have a contract with R3 to detail anticipated duties of Authority staff and City staff when SB 1383 begins.
- The report will also look at standardizing local ordinances required by SB 1383, as well as various reporting metrics.

Recyclist (approx. $27,267 per year for three years)

- The Authority plans to implement the Recyclist tracking software, and fold it into the SB 1383 reporting requirements

Mattresses ($20/mattress; approx. $75,000)

- This is to fund the current cooperative agreement with Republic to process mattresses.

New Projects

Website (approx. $50,000 - $75,000)

- The Authority needs to update and renovate its website, and make it into a real resource for the community.
- We plan to also make it seamless with tracking software as well as use it as a training resource for the business sector as SB 1383 is implemented.

Edible Food Recovery (approx. $50,000)

- The Authority believes it is an opportune time to enlist qualified contractor to detail how to make current edible food recovery efforts more efficient and effective.
- It will also answer how best the organizations involved can track and measure their efforts and how RecycleMore can capture that data, as required by SB 1383.

Bin Labeling (approx. $25,000)

- Begin a lengthy process with Republic and El Cerrito to standardize and upgrade current bin labels in the commercial sector.
- This is also a requirement of SB 1383.

Triennial Report (approx. $25,000)

- Contract with R3 to perform a Triennial Report as mandated by the PCA.
- This looks at existing infrastructure and what deficiencies exist to keep the jurisdiction and its contractors from reaching the 75% diversion goal as measured by CalRecycle.

Fund Balances

Estimated Fund Balances	6/30/2020	6/30/2021
Operating Fund	$ 927,388	$ 991,658
Recycling/Special Projects Fund	$2,201,972	$1,502,989
UAL/OPEB Fund (new)	0	$ 350,000

- The Board directed staff to transfer $388,983 from the Recycling/Special Projects Fund in order to pay for the office move and upgrades, as well as place the Fund balance more in line with the policy target. The $388,983 transfer is in process and is not reflected in the $927,388 number above.

These are the estimated fund balances for 6/30/2021:

- Operating Fund $ 991,658
- Recycling/Special Projects Fund $ 1,502,989
- UAL/OPEB Retirement Fund $ 350,000

These estimated Fund balances include:

- Revenues of $1,291,400 and expenses of $1,616,313 against the Operating Fund
- $388,983 transferred from the Recycling/Special Projects Fund to the Operating Fund

- $350,000 transferred from the Recycling/Special Projects Fund through the Operating Fund into the new Retirement Fund

Board policy:

- Operating Fund set at $662,000
- Recycling/Special Projects Fund to be at 67% of revenues (based on revenues of $1,291,400, this is $865,238)
- Policy has not been set for the new Retirement Fund

CONCLUSION

Staff has proposed an FY 2020-2021 Budget as a starting point with the Board to receive direction on a final budget.

The Board should be aware that this budget is proposed with two regulatory issues in mind:

- The intent of CalRecycle regarding the implementation of SB 1383 and its ancillary mandates is unclear. At worst, the State may not suspend the execution of this legislation, although given the severe economic fallout from the pandemic it would seem that suspending mandates like SB 1383 is the wise course of action. This budget prepares the jurisdiction in case SB 1383 and other mandates are not altered in their implementation schedules.
- The projects as a whole are crafted to show CalRecycle our Good Faith Effort to meet the required diversion and associated mandates. Having just received a Clean Bill of Health from CalRecycle, we are keen to remain in good standing with the State. I understand the desire sometimes for Board members to pick and choose amongst projects in the Budget a la carte style, but keep in mind the Agency's staffing and projects, as a whole, are designed to show CalRecycle we are not shirking our regulatory responsibilities in any of the areas it monitors.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachments:

1. Recommended Resolution 20-03, approving the FY 2020-21 Budget
    a. Exhibit A-1 - Financial Table - Summarizing Proposed Revenues and Expenses for Operating Budget and Recycling Special Revenue Fund
    b. Exhibit A-2 - Financial Table - Proposed FY 2020-21 Expenditures Budget
    c. Exhibit A-3 – FY 2020-21 Professional Services
    d. Exhibit A-4 - Approved Compensation Schedules
    e. Exhibit A-5 – Projected Budget Breakdown

RESOLUTION NO. 20 – 03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY

APPROVING THE FINAL FISCAL YEAR 2020/21 AUTHORITY BUDGET

WHEREAS, the West Contra Costa Integrated Waste Management Authority ("Authority") is required to adopt annual operating budgets;

WHEREAS, the Authority Board of Directors reviewed the Proposed Fiscal Year 2020/21 Budget at a public workshop held on June 25, 2020;

NOW, THEREFORE, the Board of Directors of the West Contra Costa Integrated Waste Management Authority resolve as follows:

The FINAL Fiscal Year 2020/21 Budget set forth in Exhibit A attached hereto is approved, including:

a. Approving the Fiscal Year (FY) 2020-21 Operating Budget (Exhibit A) in the amount of **$1,616,113,** including use of reserves in the amount **of $324,713 to** balance the Operating Fund Budget;
b. Approving the appropriation of $350,000 from the Recycling Fund Budget for the new Retirement/UAL/OPEB Fund created at Board Direction when it approved the FY 2019/20 Budget;

ATTEST: **CHAIR OF THE BOARD**

_____ _____

Christina Leard, Authority Secretary Abel Pineda Date

I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting on June 25, 2020 by the following vote:

AYES: Directors:_____

_____

NOES: Directors:_____

ABSENT: Directors:_____

_____

Christina Leard, Authority Secretary

DRAFT

Exhibit A-1

WCCIWMA FISCAL YEAR 2020-2021 BUDGET
BASELINE REVENUES AND EXPENDITURES

		Operating Fund		Recycling/Special Project Fund
OPENING FUND BALANCE - July 1, 2020 (Unaudited/Estimate)	$	927,388.00	$	2,201,972.00
REVENUE:				
Revenue from Post-Collection Rates	$	1,130,320.00	$	-
Interest Income	$	20,000.00	$	40,000.00
HHW Grant	$	141,080.00		
Total Revenues	$	1,291,400.00	$	40,000.00
EXPENDITURES:				
Salary and Benefits	$	763,798.83	$	-
Professional Services	$	471,700.00	$	-
General Expenditures	$	81,284.00	$	-
Program Direct Expenses	$	158,250.00	$	-
OPEB/UAAL payment	$	350,000.00		
Grant Awards	$	141,080.00	$	-
Total Expenditures	$	1,966,112.83	$	-
Total Revenue less Expendiures	$	(674,712.83)	$	40,000.00
Transfer Out			$	(738,983.00)
Transfer In	$	738,983.00		
PROJECTED YEAR-END FUND BALANCE - June 30, 2021	$	991,658.17	$	1,502,989.00

Exhibit A-2
Expenditures List

Description		Amount		
Salary	$	530,491.00		
CalPERS Retirement	$	82,555.00		
CalPERS Medical Insurance	$	104,134.00		
Workers Comp.	$	31,219.00		
Auto Allowance	$	2,400.00		
Life /Dental and other anciliary benefits	$	13,000.00		
Office Telephone	$	3,900.00		
Cellular phone use	$	4,200.00		
Internet use	$	1,560.00		
Cellular phone (hardware)	$	2,100.00		
Membership/ subscriptions	$	3,500.00		
Program Costs & Supplies	$	25,000.00		
Office Rent and Storage	$	36,024.00		
Travel/Training Staff	$	1,000.00		
Travel/Mileage Reim/Stipends	$	4,000.00		
Basic Legal council	$	50,000.00		
Financial Service- San Pablo	$	33,000.00		
Manager & Finance contract (3.5)	$	46,200.00		
Board meeting Minutes	$	6,000.00		
Annual Financail Audit	$	16,000.00		
Monthly IT maintenance	$	8,500.00		
1383 Contract	$	52,000.00		
Public outreach/Website renovation	$	75,000.00		
Edible Food Recovery Mapping/1383	$	60,000.00		
Commercial bin labeling	$	50,000.00		
Mattresses	$	75,000.00		
TOTAL OPERATIONAL EXPENDITURES			$	1,316,783.00
AB939 - General Program				
Program Costs & Supplies	$	2,000.00		
Professional Services (CivicPark)	$	31,000.00		
Travel/Training Staff	$	1,300.00		
			$	32,300.00

Exhibit A-2
Expenditures List

AB939 - Regional Program				
Travel/Traing staff	$	200.00	$	200.00
AB939 - Business Program				
Program costs & Supplies	$	32,500.00	$	32,500.00
AB939 - Commercial Organics				
Program Costs & Supplies	$	10,000.00		
Professional Services	$	30,000.00		
			$	40,000.00
AB939 - School Programs				
Program Costs & Supplies	$	10,000.00		
Travel/Training staff	$	300.00		
			$	10,300.00
AB939 - Special Events				
Program Costs & Supplies	$	2,000.00		
Travel/Training staff	$	200.00		
			$	2,200.00
WCCIWMA Household Hazards				
Memberships/Subscriptions	$	5,150.00		
Program Costs & Supplies	$	8,000.00		
Professional Services	$	25,000.00		
Travel/Training taff	$	600.00		
			$	38,750.00
WCCIWMA Household Hazards				
Program Costs & Supplies	$	33,500.00		
Professional Services	$	50,000.00		
			$	83,500.00
Oil Payment Program				
Program Costs & Supplies	$	36,580.00		
Professional Services	$	19,000.00		
Travel/Training staff	$	2,000.00	$	57,580.00
	$	1,616,113.00	$	1,581,813.00

Professional Services Expenditures

Basic Legal Counsel	$ 50,000.00
Financial Service- San Pablo	$ 33,000.00
Manager & Finance contract (3.5 mos)	$ 46,200.00
Board Meeting Minutes	$ 6,000.00
Annual Financail Audit	$ 16,000.00
Monthly IT Maintenance	$ 8,500.00
1383 Contract	$ 52,000.00
Triennial Review Contract	$ 25,000.00
Public Outreach/Website Renovation	$ 75,000.00
Edible Food Recovery Mapping/1383	$ 60,000.00
Commercial Bin labeling	$ 25,000.00
Mattresses	$ 75,000.00
	$ 471,700.00

Exhibit A-4

West Contra Costa Integrated Waste Management Authority
July 1, 2020 Approved Compensation Schedules
Salary Adjustments, and Merit Adjustments Based Upon Performance

Class Title	Class	Salary Rate	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	
Executive Director	Exempt	Monthly	$ 13,750	$ -	$ -	$ -	$ -	
		Semi-Monthly	$ 6,875	$ -	$ -	$ -	$ -	
		Hourly	$ 91.6667	$ -	$ -	$ -	$ -	
		Annually	**$ 165,000**	$ -	$ -	$ -	$ -	**$ 165,000.00**
Manager of Fin. & Admin. Manager	Exempt	Monthly	$ 8,649	$ 9,082	$ 9,536	$ 10,012	$ 10,513	
		Semi-Monthly	$ 4,325	$ 4,541	$ 4,768	$ 5,006	$ 5,257	
		Hourly	$ 57.6606	$ 60.5433	$ 63.5706	$ 66.7494	$ 70.0867	
		Annually	**$ 103,789**	$ 108,978	$ 114,427	$ 120,149	$ 126,156	**$ 103,789.00**
				5.00%	5.00%	5.00%	5.00%	
Senior Program Manager	Exempt	Monthly	$ 8,649	$ 9,082	$ 9,536	$ 10,012	$ 10,513	
		Semi-Monthly	$ 4,325	$ 4,541	$ 4,768	$ 5,006	$ 5,257	
		Hourly	$ 57.6606	$ 60.5433	$ 63.5706	$ 66.7494	$ 70.0867	
		Annually	$ 103,789	$ 108,978	**$ 114,427**	$ 120,149	$ 126,156	**$ 114,427.00**
				5.00%	5.00%	5.00%	5.00%	
Program Manager	Exempt	Monthly	$ 6,879	$ 7,223	$ 7,584	$ 7,963	$ 8,361	
		Semi-Monthly	$ 3,439	$ 3,611	$ 3,792	$ 3,981	$ 4,181	
		Hourly	$ 45.8572	$ 48.1500	$ 50.5578	$ 53.0856	$ 55.7400	
		Annually	$ 82,543	$ 86,670	**$ 91,004**	$ 95,554	$ 100,332	**$ 91,004.00**
				5.00%	5.00%	5.00%	5.00%	
Recycling Coordinator/ Admin Assist.	Non-Exempt	Monthly	$ 4,280	$ 4,494	$ 4,719	$ 4,955	$ 5,202	
		Semi-Monthly	$ 2,140	$ 2,247	$ 2,359	$ 2,477	$ 2,601	
		Hourly	$ 28.5333	$ 29.9600	$ 31.4580	$ 33.0309	$ 34.6824	
		Annually	**$ 51,360**	$ 53,928	$ 56,624	$ 59,456	$ 62,428	**$ 56,624.40**
				0.00%	0.00%	0.00%	0.00%	

**** REVISIONS TO APPROVED SALARY RANGES**

Any future revisions to the salary ranges identified in above shall be determined in accordance with the provisions of Authority Board of Directors Resolution No. 97-6, Authority Policy Regarding Establishment of Salaries for Authority Staff Positions. (1)

Exhibit A-5

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
FY2020-2021 Projected Budget

Account Number	Description	FY2019-2020 Adopted Budget	FY2019-2020 Actual 03/31/20	FY2019-2020 Estimated June 30	FY2020-2021 PROJ. BUDGET
780-7800-41000	Salary	$ 276,146.00	$ 167,754.36	$ 223,672.48	$ 530,491.00
780-7800-41001	Part Time Salary	$ 33,000.00	$ -		$ -
780-7800-41200	PERS Retirement	$ 123,529.00	$ 125,612.17	$ 167,482.89	$ 82,554.71
780-7800-41310	Medical Insurance	$ 69,816.00	$ 1,864.90	$ 2,486.53	$ 104,134.12
780-7800-41901	Other Insurances	$ 31,219.00	$ 1,909.19	$ 2,545.59	$ 31,219.00
	Auto Allowance				$ 2,400.00
780-7800-41904	Life Insurance/Dental and other in:	$ 10,087.00	$ 1,050.00	$ 1,400.00	$ 13,000.00
	Salary and Benefits	*$ 543,797.00*	*$ 298,190.62*	*$ 397,587.49*	*$ 763,798.83*
780-7800-42001	Communications	$ 9,500.00	$ 2,793.95	$ 3,725.26	$ 11,760.00
780-7800-43300	Memberships/Subscriptions	$ 6,000.00	$ 1,795.93	$ 2,394.57	$ 3,500.00
780-7800-43500	Program Costs&Supplies	$ 43,500.00	$ 12,676.01	$ 16,901.35	$ 25,000.00
780-7800-43600	Professional Services	$ 458,200.00	$ 273,242.41	$ 364,323.21	$ 471,700.00
780-7800-43900	Rent/Building	$ 45,000.00	$ 39,538.37	$ 52,717.83	$ 36,024.00
780-7800-44320	Travel/Training Staff	$ 5,500.00	$ 254.00	$ 338.67	$ 1,000.00
780-7800-44325	Travel/Mileage/Stipends	$ 5,000.00	$ 2,737.71	$ 3,650.28	$ 4,000.00
	Service and Supplies	***$ 572,700.00***	***$ 333,038.38***	***$ 444,051.17***	***$ 552,984.00***
780-7800-46300	Equipment>$5,000	$ 11,500.00	$ 966.86	$ 1,289.15	
	Capital Outlay	***$ 11,500.00***	***$ 966.86***	***$ 1,289.15***	***$ -***
7800	**WCCIWMA Operations**	**$ 1,127,997.00**	**$ 632,195.86**	**$ 842,927.81**	**$ 1,316,782.83**
7801	**AB939 - General Programs**				
780-7801-43500	Program Costs&Supplies	$ 2,000.00	$ 6,785.00	$ 9,046.67	$ 2,000.00
780-7801-43600	Professional Services	$ 11,000.00	$ 18,818.22	$ 25,090.96	$ 31,000.00
780-7801-44320	Travel/Training Staff	$ 1,500.00	$ 105.00	$ 140.00	$ 1,000.00
780-7801-44325	Travel/Mileage/Stipends	$ -	$ 55.54	$ 74.05	$ 300.00
	Service and Supplies	***$ 14,500.00***	***$ 25,763.76***	***$ 34,351.68***	***$ 34,300.00***
7802	**AB939 - Regional Programs**				
780-7802-43500	Program Costs&Supplies	$ 15,500.00	$ -		$ -
780-7802-44320	Travel/Training Staff	$ 500.00	$ -		$ 200.00
	Service and Supplies	***$ 16,000.00***	***$ -***	***$ -***	***$ 200.00***
7803	**AB939 - Business Programs**				
780-7803-43500	Program Costs&Supplies	$ 6,500.00	$ 6,147.14		$ 32,500.00
780-7803-43600	Professional Services	$ 1,000.00	$ -		$ -
	Service and Supplies	***$ 7,500.00***	***$ 6,147.14***	***$ -***	***$ 32,500.00***
7804	**AB939 - Commercial Organics**				
780-7804-43500	Program Costs&Supplies/BankFee	$ 12,500.00	$ -		$ 10,000.00
780-7804-43600	Professional Services		$ 2,653.31		$ 30,000.00
	Service and Supplies	***$ 12,500.00***	***$ -***	***$ -***	***$ 40,000.00***
7805	**AB939 - School Programs**				
780-7805-43500	Program Costs&Supplies/BankFee	$ 10,000.00	$ 6,563.33		$ 10,000.00
780-7805-43600	Professional Services	$ 3,000.00	$ -		$ -
780-7805-44320	Travel/Training Staff	$ 500.00	$ 78.88		$ 300.00
	Service and Supplies	***$ 13,500.00***	***$ 6,642.21***	***$ -***	***$ 10,300.00***

Exhibit A-5

7807	**AB939 - Special Events**								
780-7807-43500	Program Costs&Supplies/BankFee	$	10,500.00	$	-			$	2,000.00
780-7807-43600	Professional Services	$	1,000.00	$	-			$	-
780-7807-44320	Travel/Training Staff	$	500.00	$	25.52			$	200.00
	Service and Supplies	*$*	*12,000.00*	*$*	*25.52*	*$*	*-*	*$*	*2,200.00*
7810	**WCCIWMA HouseholdHazards**								
780-7810-43300	Memberships/Subscriptions	$	-	$	5,000.00	$	5,000.00	$	5,150.00
780-7810-43500	Program Costs&Supplies/BankFee	$	8,250.00	$	3,211.05	$	2,500.00	$	8,000.00
780-7810-43600	Professional Services	$	26,500.00	$	14,340.00	$	25,000.00	$	25,000.00
780-7810-44320	Travel/Training Staff	$	750.00	$	-			$	500.00
780-7810-44325	Travel/Mileage/Stipends	$	-	$	7.48			$	100.00
	Service and Supplies	*$*	*35,500.00*	*$*	*22,558.53*	*$*	*32,500.00*	*$*	*38,750.00*
7811	**WCCIWMA HHW Grant**								
780-7811-43500		$	-	$	3,921.81	$	2,000.00	$	33,500.00
780-7811-43600	Professional Services	$	-	$	7,455.26	$	6,250.00	$	50,000.00
	Service and Supplies	*$*	*-*	*$*	*11,377.07*	*$*	*8,250.00*	*$*	*83,500.00*
7870	**Oil Payment Program**								
780-7870-43500	Program Costs&Supplies/BankFee	$	34,500.00	$	28,410.12	$	24,250.00	$	36,580.00
780-7870-43600	Professional Services	$	18,000.00	$	13,933.33	$	9,500.00	$	19,000.00
780-7870-44320	Travel/Training Staff	$	1,500.00	$	865.42			$	2,000.00
	Service and Supplies	*$*	*54,000.00*	*$*	*43,208.87*	*$*	*33,750.00*	*$*	*57,580.00*
	Other Projgram Expenditures	$	165,500.00	$	115,723.10	$	108,851.68	$	299,330.00
	TOTAL EXPENDITURES	$	1,293,497.00	$	747,918.96	$	951,779.49	$	1,616,112.83