

**\*\* 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in locations not open to the public in compliance with the Governor's Executive Order N-25-20 (March 12, 2020) as superseded by Order N-29-20 (March 17, 2020), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act.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/83992565795>**

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

**Webinar ID: 839 9256 5795**

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](mailto: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](mailto: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.*

**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 agenda 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 June 25, 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 Professional Services Agreement with Sweetser & Associates, Inc.**

Consideration of a motion to approve a new two (2) year professional services agreement with Sweetser and Associates, Inc. in an amount not to exceed \$46,800 for household hazardous waste (HHW) technical and management services, from July 1, 2020 through June 30, 2022.

**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

Motion to Approve:

- Resolution 20-03 Approving the Fiscal Year (FY) 2020-21 Operating Budget (Exhibit A to Attachment 1) in the amount of \$1,637,026, including use of reserves in the amount of \$345,752 to balance the Operating Fund (Fund 780) Budget;
- 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 September 10, 2020.



# Agenda Report

Date: July 16, 2020  
To: West Contra Costa Integrated Waste Management Authority Board  
From: Peter Holtzclaw, Executive Director  
Subject: June 25, 2020 Authority Board Meeting Minutes

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## **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 June 25, 2020 Board meeting are attached.

## **FISCAL IMPACT**

None.

Respectfully Submitted,

*Peter Holtzclaw*

Peter Holtzclaw  
Executive Director

**Attachment 1:** June 25, 2020 Board Meeting Minutes

## WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS MEETING MINUTES – JUNE 25, 2020

**Meeting Date | Time 6/25/2020 6:15 PM | Meeting Location** The meeting was 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. All votes of the Board will be Roll Call votes.

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

**Board Members Present:**  
Directors: A. Pineda (Chair) San Pablo; G. Quinto, El Cerrito; P. Murray, Pinole; D. Romero, Hercules; B. Choi, N. Bates (Vice Chair), and J. Myrick, Richmond  
Absent: F. Glover (Ex-Officio) Contra Costa County

### CALL TO ORDER/ROLL CALL

Chair Pineda called the meeting to order at 6:23 P.M. The Roll Call established the existence of a quorum (Bates, Choi, Murray, Myrick, Pineda, Romero, and Quinto).

### CLOSED SESSION

There was no closed session.

### PLEDGE OF ALLEGIANCE

Chair Pineda led the Pledge of Allegiance.

### EX-PARTE COMMUNICATIONS & DISCLOSURE

There were no ex-parte communications or disclosures.

### PUBLIC COMMENT

There were no comments from the public.

### CONSENT CALENDAR

Director Romero requested the removal of Item 6.3 from the Consent Calendar.

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

**MOTION PASSED** unanimously by a Roll Call vote.

**Consent Calendar Item 6.3- Agreement with Recyclist Program Tracker Software | Presenter  
| Peter Holtzclaw - Executive Director**

Director Romero questioned the approval of the agreement with Recyclist at this time given his understanding that Republic Services, which was to be a partner in the agreement, had not yet supported the proposal.

Executive Director Peter Holtzclaw advised that it had been determined that Recyclist offered the best software for regulatory compliance and there were tentative agreements with El Cerrito and East Bay Sanitary for one aspect of software tracking. It had been his understanding there had been agreement with Republic Services for joint ownership in software tracking, although that was not the case given an issue with the ownership of the software. He explained that the mechanics would not differ whether RecycleMore owned the software or not, and while all had agreed to the particulars, the draft Joint Ownership Contract had just been received from Recyclist and had just been forwarded to Republic Services for its review. He understood the Board's desire to negotiate the agreement prior to moving forward.

Director Romero expressed a desire that all parties be in agreement prior to approving the authority to sign the contract.

John Bakker, Legal Counsel, advised that staff could be given the authority to enter into the contract when all negotiations with Republic Services had been resolved.

PETER NUTI, Republic Services, explained that he had to consider the details and he had turned the agreement he had received over to his legal counsel for review. He did not oppose the idea but wanted to work out the details so that both sides were comfortable. He suggested that both parties could work out the details to be able to move forward.

Director Myrick inquired of the urgency involved and Mr. Holtzclaw explained that Recyclist had a built-in price increase on July 1, 2020, and while Recyclist could be asked for the better price, he did not want to push urgency onto the negotiations. He did not see a huge issue delaying the process and agreed with the need that everyone be comfortable with the agreement. He saw no issues of concern, which was why the item had been placed on the Consent Calendar, and wanted to have the agreement in place because there would be enough work to upload, and every time the agreement was delayed that work was being pushed back that would eventually have to be done.

Director Bates asked if it would be possible to approve the contract under the condition that both parties negotiate and return with a mutually agreeable contract, and Mr. Holtzclaw stated that would be fine.

Mr. Nuti responded to Director Myrick's question of urgency and explained that Republic still had some follow up work to do with Cascadia and had already run a data set. Cascadia would get them a proposal to move forward with the initial data sets and the data would be set up in a manner easy to upload. He suggested that Recyclist might take a while to get up and running once the contract had been signed in that most of the programs had been adjusted to be jurisdiction specific. In order to meet CalRecycle's follow-up requirements he suggested there could be time to catch up since the timeline was currently uncertain. He had no problem with Director Bates' recommendation as long as all parties were comfortable with the final agreement after Board acceptance. He was confident that RecycleMore staff and its legal counsel along with Republic Services and its counsel could move forward.

Director Bates recommended approval of the agreement, as shown, with an amendment that both parties negotiate and come back later with a final agreement for approval.

Director Romero questioned whether the contract amount would change subject to negotiations, and asked that the motion be amended so that the Executive Director could be authorized to negotiate the contract and return with an amount that the Board could accept. He was concerned that the dollar amount not exceed \$81,800.

Director Bates did not support the amendment to his motion.

**MOTION** by Director Bates to 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 Services and El Cerrito service areas, with an amendment that both parties negotiate and come back with a final agreement for approval. **SECOND** by Director Myrick.

**MOTION PASSED** by the following Roll Call vote.

AYES: Bates, Choi, Myrick, Quinto, Pineda

NOES: Murray, Romero

## STAFF REPORT

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### Staff Report Item 7 | Presenters | *RecycleMore Staff*

Source Reduction and Recycling Program Manager Andy Schneider reported that:

- 1) The Electronic Annual Report (EAR) required annually to CalRecycle, which required reports on overall disposal compared to population and a number of other compliance and program items normally released on June 15 and due August 1 each year was now expected to be due in mid-August. The delay was the result of a new law which required processing facilities and landfills to report directly to the state as opposed to through the county as usual. He had alerted City staff of the delay and the opportunity to work on some of the new disposal aspects of the EAR.
- 2) The annual site visits done via phone calls this year were nearly completed, the calls had gone very smoothly, Republic Services had been very helpful and informative when needed, and team work and preparation had been demonstrated. The final site visit call would be made to Richmond on June 26. All city staff had done a great job answering the complex questions to the best of their ability; one part of the call was to make sure that city elected officials were aware of requirements and impacts related to SB 1383 and AB 827; city staff had been kept very well informed about the progress of the bills and the expectations involved; and a consultant was working on the preparedness study for SB 1383 and beginning to work at a regional level. Calls had been scheduled with RecycleSmart in Central County to bring everyone together so that work was not duplicated.

Recycling and Solid Waste Program Manager Christina Leard reported that:

- 1) The first Household Hazardous Waste (HHW) collection event of the year had been scheduled in the City of Hercules on June 27 at the City Corporation Yard at 1000 Sycamore Avenue from 8:00 A.M. to 1:00 P.M. when mattresses would be collected and when a good turnout was expected. Social distancing would be practiced at that event, everyone was being asked to wear masks, and materials to be collected were to be kept in the rearmost portion of the vehicle to keep staff as far away from the residents as possible.
- 2) Applications had just opened for the OPP-11 Oil Payment Program funding, and RecycleMore would apply for funding as it did every year.

Executive Director Holtzclaw reported that the RecycleMore Office had just moved to 3220 Blume Drive, Suite 198 in Richmond.

**Agenda Item 8.0 – West Contra Costa Integrated Waste Management Authority Fiscal Year 2020-21 Budget | Presenter Peter Holtzclaw – Executive Director**

Mr. Holtzclaw provided a PowerPoint presentation for the Fiscal Year 2020-21 Budget which provided cost-effective compliance with state law; effective oversight of the privately-owned IRRF; protection of rate-payer interests; and cost-effective waste disposal and diversion while assisting Member Agencies to meet state mandates. With respect to the mandates, he stated the budget was a package to fulfill the Agency’s regulatory responsibilities, to portray a good-faith effort if RecycleMore’s programs failed to meet state mandates; and attempts to add specifics to the budget and rate structure the Board had passed in late 2019.

The Operating Budget represented \$1,616,113 of total expenditures, with estimated revenues of \$1,291,400 with the use of Operating Reserves of \$324,713. Mr. Holtzclaw explained that the Board had approved the FY 2019-20 Budget in September 2019, with total expenditures of \$1,183,497 and projected revenues of \$1,034,500, with funding for four full-time positions including a new Executive Director, a Finance & Administration Manager, and two Program Managers. He reported that in November 2019 while setting the 2020 Post-Collection Rates, the Board had added \$300,000 to the FY 2019-20 Budget; \$75,000 to hire an additional staff person for the Recycling Coordinator/Administrative Assistant position, and \$225,000 for regulatory-related projects, with an eye towards SB 1383 implementation. The Budget had been based on a certain tonnage from Republic Services and El Cerrito, with each covering RecycleMore’s budget by paying \$7.86 per ton out of a total cost of \$106.26 per ton for Post-Collection activities such as solid waste, recycling, organics, dry waste and C&D material.

Mr. Holtzclaw identified the fiscal impact on three funds and noted the transfer of \$350,000 from the Recycling/Special Project Fund into the new Other Post-Employment Benefit (OPEB)/Unfunded Accrued Liability (UAL) Retirement Fund which the Board had previously approved and which was now actually being funded. He identified the fund balances for the Operating Fund at \$937,388 as of June 30, 2020; the balance of the Recycling/SP Fund at \$2,201,972, and explained that next year the Operating Fund would be \$991,658; the Recycling/SP Fund at \$1,502,989; and the new Retirement Fund at \$350,000. He explained that in January 2019 the Board had directed \$388,983 to be transferred from the Recycling/SP Fund into the Operating Fund to shore up the fund and to pay for the office move. The numbers shown did not reflect that and the transfer was still in process with the City of San Pablo. In addition, he explained that the 2019-20 budget had estimated \$1,183,497 in expenses and \$1,034,500 in revenue, although it was now expected that expenses would be approximately \$1,000,000 with revenues of approximately \$1,200,000.

Mr. Holtzclaw identified the four sources of revenue as Republic Services payments of \$1,228,775 for the \$7.86 per ton; El Cerrito payments of \$99,678, the Oil Payment Program with \$141,000 of revenues (and expenses to be net neutral) and the anticipation of \$20,000 of interest. Less volume was expected in the next fiscal year because of the COVID-19 pandemic which could decrease revenues by nearly \$200,000. He commented that he was not concerned with that decrease in revenue because the fund balance was strong and the rate setting would act as a balancing account.

Mr. Holtzclaw identified the general categories for expenses and noted the biggest increase was in the Personnel category given the new staff hires. He also identified ongoing projects as the SB 1383 preparation project with R3 Consulting, Inc.; Recyclist software data tracking; and follow through with the Cooperative Agreement for recycling mattresses with Republic where RecycleMore was paying \$20 to Republic for every mattress recycled. New projects included the website redesign, edible food recovery, bin labeling to standardize bin labels through the district; and the triennial review to focus on deficiencies in infrastructure that keeps jurisdiction from meeting mandated diversion goals, recommended to be contracted with R3 Consulting.

Director Romero asked about edible food recovery and noted that some companies and local businesses were already participating in a food recovery program. He asked if local cities should be passing ordinances to require any site with reusable food to be mandated to work with designated agencies.

Mr. Holtzclaw stated that should be happening, although there could be issues around the new infrastructure getting edible food to food insecure people. He noted that there were liability issues that had to be addressed from a business standpoint as well as other issues and that CalRecycle and some consultants would have better information to provide.

Mr. Schneider advised that CalRecycle expected that all the model ordinances cities would have to adopt would be released in mid-September 2020, and CalRecycle would head up that process to make it uniform before bringing it to local city councils.

Director Romero recommended starting with Contra Costa Food Bank. With respect to bin labeling, he suggested there should be some share costing on the labeling under the current Post-Collection Agreement with Republic Services.

Mr. Holtzclaw concurred that there was a shared cost and there would be a joint effort.

Chair Pineda recalled that in 2017 that the California State Legislature had taken up the issue of edible food recovery and he suggested it might be worth looking into to see what concerns had arisen at that time.

Director Bates added with respect to edible food that several organizations such as churches and other community groups currently had relationships with food businesses and he asked if RecycleMore would get involved with those relationships, to which Mr. Holtzclaw stated the specifics would be to actually map the infrastructure and harvest the information from the organizations providing food to the needy under SB 1383. The next part would be optimizing the program so that if food banks did not have the capacity and might need help, those issues would be identified. He suggested that RecycleMore could be a bridge of information to make that infrastructure stronger. Currently the relationship was very informal but would get more formal due to regulations.

Chair Pineda also wanted to look into the different food distribution sites provided by the California Department of Education which was also participating in the effort along with the Governor's office, which could be part of that mapping.

Mr. Holtzclaw commented that he had been speaking with other agencies that were also working with edible food recovery programs.

Director Romero noted no mention of cost of living adjustments (COLAs) in the budget, and Mr. Holtzclaw sought direction from the Board as to the COLA and suggested that RecycleMore staff should mirror what was occurring with the Member Agencies.

On the discussion, it was reported that some Member Agencies were pursuing COLAs while others were not. When asked the preliminary cost of a COLA if provided for RecycleMore, Mr. Holtzclaw suggested that a 2.5 percent COLA would cost about \$8,000. After polling each Director, there was Board consensus that RecycleMore provide a COLA to its employees.

Director Romero noted the discussion last year about setting up funding for SB 1383. He recommended that a special fund be set aside for SB 1383 to separate it from the Recycling Fund to slowly build it up and avoid having to pass a massive rate increases to residents.

Mr. Holtzclaw stated while that could be done, not everything related specifically to SB 1383 and he did not think a special fund would be required, although given the estimate of SB 1383 costs at \$225,000 he stated funds could be targeted and called out.

Director Romero preferred that be an agenda item as to how that would be handled.

**MOTION** by Director Romero to adopt Resolution 20-03, approving the final FY 2020-21 Budget of the West Contra Costa Integrated Waste Management Authority, with consensus to approve a COLA for staff. **SECOND** by Director Murray.

**MOTION PASSED** unanimously by a Roll Call vote.

## BOARD MEMBER AND STAFF ANNOUNCEMENTS

Ms. Leard advised that she would send flyers to the Board to identify the HHW event on June 27 in Hercules and provide the PowerPoint presentation electronically.

Mr. Holtzclaw advised that the next meeting of the Board had been scheduled for July 9, although he did not see a need for that meeting and recommended it be cancelled. He also advised that while there would be no meeting in August, a special meeting could be scheduled the third week in July, if needed for the Recyclist contract.

Chair Pineda recognized and thanked Directors, staff, community leaders, and city leaders for all their work during these challenging times and in recognition of the need to do more with less.

## ADJOURNMENT

With consensus of the Board, Chair Pineda adjourned the meeting at 7:42 P.M. until the regular Board meeting scheduled for September 10, 2020 at 6:15 P.M.

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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 June 25, 2020.

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Board Secretary

Date



# Agenda Report

Date: July 16, 2020  
To: West Contra Costa Integrated Waste Management Authority Board  
From: Peter Holtzclaw - Executive Director; Christina Leard - Program Manager  
Subject: Professional Services Agreement with Sweetser & Associates, Inc.

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## **ACTION REQUESTED**

Consideration of a motion to approve a new two (2) year professional services agreement with Sweetser and Associates, Inc. in an amount not to exceed \$46,800 for household hazardous waste (HHW) technical and management services, from July 1, 2020 through June 30, 2022.

## **BACKGROUND**

Sweetser & Associates, Inc. (Consultant) has provided household hazardous waste (HHW) technical and management services for RecycleMore since November 2000. On June 14, 2018, the Board approved a two-year agreement with Sweetser and Associates, Inc. in an amount not to exceed to \$46,800. The scope of services for this new agreement incorporates Sweetser and Associates, Inc. continuing work of an annual facility compliance audit and records review at both of the HHW facilities in Richmond and El Cerrito, evaluation of HHW program options for the Hercules/Pinole area and increased permitting, compliance issues, and reporting requirements imposed on existing and anticipated future RecycleMore HHW programs.

The 2018 agreement also included 80 hours for assistance to RecycleMore staff for special projects such as preparing future grant applications, rate review of the HHW program, additional studies to evaluate the expanding HHW program and similar projects.

Staff is recommending to continue RecycleMore's successful consultant relationship with Sweetser and Associates, Inc. A proposed new agreement would provide the same services included in the agreement approved by the Board in June 2018. The proposed rate for services would stay at \$120.00 per hour. The proposed agreement would have a not to exceed amount of \$46,800 for two years, or \$23,400 for each of the two years.

Sweetser and Associates, Inc. have provided outstanding services for RecycleMore for about 20 years. It is recommended the Board approve a new professional services agreement with Sweetser and Associates, Inc. for household hazardous waste (HHW) technical and management services, from July 1, 2020 through June 30, 2022.

**FISCAL IMPACT**

Approval of this contract would result in an expense not to exceed \$46,800. This would require that about \$23,400 be budgeted in FY 2020-21. The proposed budget FY 20-21 includes \$23,400 for these services. It is anticipated the FY 2021-22 budget could be approved with a similar level of funding. Thus, approval of this agreement would not cause an increase in expenses or affect the overall RecycleMore Budget.

**RECOMMENDED ACTION**

Consideration of a motion to approve a new two (2) year professional services agreement with Sweetser and Associates, Inc. in an amount not to exceed \$46,800 for household hazardous waste (HHW) technical and management services, from July 1, 2020 through June 30, 2022.

Respectfully Submitted,

*Peter Holtzclaw*

Peter Holtzclaw  
Executive Director

**Attachment 1:** Proposed Scope of Work- Sweetser and Associates, Inc.

**Attachment 2:** Draft Agreement with Sweetser and Associates, Inc.

**SCOPE OF WORK  
July 1, 2020 - June 30, 2022**

**1. Oversight and Record Keeping Review for shipping records from Permanent HHW Collection Facility (Estimated 135 hours)**

**Task 1** Review facility record keeping of Hazardous Waste Manifests and other documentation required or desirable in oversight of the West County, El Cerrito, and other HHW Programs on a monthly basis, or as needed, and provide a report.

**2. Operations Audit (Estimated 60 hours)**

**Task 2** Perform a thorough walk-through and inspection of the West Contra Costa County Permanent HHW Collection facility, the El Cerrito Satellite Facility, and other HHW Programs. One audit per facility per year is proposed.

**3. Facility Permitting and Review Operations (Estimated 115 hours)**

**Task 3** Assist with permitting and operational issues for the West County and El Cerrito HHW facilities and the potential program expansions. Collect and enter all data, or assist, to complete the state required annual report Form 303, Used Oil Annual Summary, mercury reporting to CC Clean Water Program, and other reports. Participate in bimonthly Team Meetings. Assist with household hazardous waste and small business questions.

**Tasks 4 & 5 were used in previous years for specific tasks and not used here to preserve continuity.**

**6. Assist with Special Projects (Estimated 80 hours)**

**Task 6** Provide assistance with special projects at the direction of the Executive Director such as HHW rate review, studies and analysis, and grant applications.

The hourly rate for these services is \$120.00 plus expenses at cost.

Other work may be requested but must be approved in writing prior to the commencement of work. Hours for tasks maybe adjusted with approval of the Executive Director provided the total hours do not exceed the contract amount.

**Total Amount of Two-Year Agreement  
Not to Exceed \$46,800**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT  
AUTHORITY AND SWEETSER & ASSOCIATES, INC.**

This Agreement is made and entered into on the 1st day of July 2020, by and between the West Contra Costa Integrated Waste Management Authority, hereinafter referred to as “Authority,” and Sweetser & Associates, Inc., hereinafter referred to as “Consultant.”

**I. DESCRIPTION OF PROJECT**

Through this Agreement, the Authority has retained Consultant to provide professional services to the Authority related to household hazardous waste technical and management services.

**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 Attachment 1 (Scope of Work) and other related tasks as directed by the Executive Director that will assist the Authority in ensuring high quality assessments, reporting, grant applications and management,

**III. COMPENSATION**

A. Total compensation for Consultant services shall not exceed the sum of \$46,800.00. The cost of professional services is based upon the Scope of Work.

B. Consultant shall bill Authority at least monthly, but not more than twice per month, for the work performed during the preceding month. Such bills shall itemize all charges in such detail as may reasonably be required by Authority in the usual course of Authority business. Authority shall pay Consultant no later than forty-five (45) days upon receipt of the monthly 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**

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

1. Insurance Required by Law. Consultant shall maintain Workers Compensation Insurance and any other insurance as may be required by law in the State of California.
2. Commercial General Liability. Consultant shall maintain, commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.
3. Professional Liability. Consultant shall maintain, professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000, covering the licensed professionals' errors and omissions.
4. Automobile Insurance. Consultant shall maintain automobile liability 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.
  - A. Minimum Limits of Insurance. Consultant shall maintain limits no less than: Automobile Liability: \$500,000 per accident for bodily injury and property damage.
  - B. 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.
  - C. 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.
5. Other Requirements. All insurance policies certified for compliance with this Agreement shall include or provide by endorsement that (a) coverage provided by Consultant's policies shall be primary coverage and no other insurance or self-insurance such as may be utilized by Authority shall contribute to a loss under the policies required by this Agreement and (b) Authority shall receive thirty (30) days prior written notice of a policy cancellation. In the event any change is made in the insurance carrier, policies or nature of

coverage required under this Agreement, Consultant shall be required to notify Authority prior to making such changes.

6. **Certificates.** Consultant shall, within fifteen (15) calendar days of the date first written above, deliver to Authority certificates of insurance and original endorsements affecting the coverage required by this Agreement, signed by a person authorized by the insurer to bind coverage on its behalf, verifying the insurance coverage required by this Agreement.

7. **Premiums.** Premiums for any insurance coverage shall be paid by Consultant and shall not be billed as a consultant direct expense or subcontractor charge under this Agreement.

8. **Failure to Obtain Insurance.** If Consultant or Consultant's subcontractor fail to procure and maintain any insurance required by this Agreement, the Authority may take out and maintain, at Consultant's expense, such insurance as other consultants with similar contracts have for comparable jurisdictions they may deem proper and deduct the cost thereof from any monies due Consultant, or bill Consultant accordingly.

## **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.

Consultant shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of the Executive Director.

## **IX. TERM AND TERMINATION**

A. **Term:** The term of this Agreement shall commence upon the date written above and continue, subject to the termination provisions of this section, until June 30, 2022. The Authority Executive Director 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 XV 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:** Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, the 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 for cause, the Authority reserves the right to complete the work by whatever means the Authority deems expedient. Consultant shall pay to Authority the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts, or errors or omission of Consultant.

#### **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 standards 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 hand-delivery, facsimile, or prepaid U.S. certified or registered postage, addressed to recipient as follows:

**Authority:**

EXECUTIVE DIRECTOR  
West Contra Costa Integrated Waste Mgmt. Authority  
3220 Blume Drive, Suite 198  
Richmond, CA 94806  
Fax: (510) 236-1636

**Consultant:**

Larry Sweetser  
Sweetser & Assoc. Inc.  
2115 Rheem Ave.  
Richmond, CA 94801

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 \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**recyclemore**  
WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

Date: July 16, 2020  
To: West Contra Costa Integrated Waste Management Authority Board  
From: Peter Holtzclaw, Executive Director  
Subject: West Contra Costs Integrated Waste Management Authority Fiscal Year 2020-21 Budget

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## RECOMMENDED ACTIONS

Motion to Approve:

- Resolution 20-03 Approving the Fiscal Year (FY) 2020-21 Operating Budget (Exhibit A to Attachment 1) in the amount of \$1,637,026, including use of reserves in the amount of \$345,752 to balance the Operating Fund (Fund 780) Budget;
- 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 **\$1,637,026** and total revenues of **\$1,291,400**.
2. Use of reserves in the amount of **\$345,752** to balance FY 2020-21 Operating Budget.
3. Funding for five full time positions.
4. Funding for limited term CivicSpark 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)

	<u>6/30/2020</u>	<u>6/30/2021</u>
Operating Fund	\$ 927,388	\$ 970,619
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	<u>\$ 20,000</u>
<b>Subtotal</b>	<b>\$ 1,489,543</b>
Minus Volume (15%/25,209 tons)	\$ 198,143
<b>Total</b>	<b>\$ 1,291,400</b>

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 **\$1,637,026**.

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:

	<u>FY20-21</u>	<u>FY19-20</u>
Personnel	\$784,712	\$ 510,797
Professional Services	\$471,700	\$ 464,700
Program Direct Expenses	\$158,250	\$114,500
General Expenses	\$81,284	\$82,000
Grant Expenditures	<u>\$141,080</u>	<u>\$ 11,500</u>
<b>Total</b>	<b>\$1,637,026</b>	<b>\$1,183,497</b>

**Personnel** – Recommended FY 2019-20 Budget expenses include staff salaries and benefits of \$784,712 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 - COLA is set at 3% per direction from the Board.
- 4) Temporary (Partially Grant Funded) Employee - Funding of \$31,000 for a full-time limited term (11 month) CivicSpark 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 \$1,637,026 and total revenues of \$1,291,400. Balancing the FY 2020-21 Proposed Budget would require use of reserves in the amount of \$345,752.

### **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	<u>6/30/2020</u>	<u>6/30/2021</u>
Operating Fund	\$ 927,388	\$ 970,619
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 \$ 970,619
- 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 \$1,637,026 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 – Summary Budget
  - b. Exhibit A-2 – Detailed Budget
  - c. Exhibit A-3 – Salary Schedule

WCCIWMA FISCAL YEAR 2020-2021 ADOPTED BUDGET  
 REVENUES AND EXPENDITURES - Operating and Special Project Fund  
 Attachment A-1

**SCENARIO 1**

	<b>Operating Fund</b>	<b>Special Project Fund</b>
<b>OPENING FUND BALANCE - July 1, 2020 (Unaudited/Estimate)</b>	927,388	2,201,972.00
<b>REVENUE:</b>		
Revenue from Post-Collection Rates	1,130,194	-
Interest Income	20,000	40,000.00
HHW Grants	141,080	
<b>Total Revenues</b>	1,291,274	40,000.00
<b>EXPENDITURES:</b>		
Salary and Benefits	784,712	-
Professional Services	471,700	-
General Expenditures	81,284	-
Program Direct Expenses	158,250	-
OPEB/UAAL payment	350,000	
Grant Awards	141,080	-
Total Expenditures	1,987,026	-
<b>Total Revenue less Expenditures</b>	(695,752)	40,000.00
Transfer Out		(738,983.00)
Transfer In	738,983.00	
<b>PROJECTED YEAR-END FUND BALANCE - June 30, 2021</b>	<b>\$ 970,619</b>	<b>1,502,989.00</b>

**WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY**  
**FY2020-2021 ADOPTED Budget**  
**Attachment A-2**

Account Number	Description	FY2019-2020 Adopted Budget	FY2019-2020 Actual 03/31/20	FY2019-2020 Estimated June 30	FY2020-2021 ADOPTED BUDGET
780-7800-41000	Salary	276,146.00	167,754.36	223,672.48	-
780-7800-41001	Part Time Salary	33,000.00	-	-	-
780-7800-41200	PERS Retirement	123,529.00	125,612.17	167,482.89	92,140.20
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
780-7800-41001	OPEB/UAAL	-	-	-	350,000.00
	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
	<i>Salary and Benefits</i>	<i>543,797.00</i>	<i>298,190.62</i>	<i>397,587.49</i>	<i>592,893.32</i>
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
	<i>Service and Supplies</i>	<i>572,700.00</i>	<i>333,038.38</i>	<i>444,051.17</i>	<i>552,984.00</i>
780-7800-46300	Equipment>\$5,000	11,500.00	966.86	1,289.15	-
	<i>Capital Outlay</i>	<i>11,500.00</i>	<i>966.86</i>	<i>1,289.15</i>	<i>-</i>
<b>7800</b>	<b>WCCIWMA Operations</b>	<b>1,127,997.00</b>	<b>632,195.86</b>	<b>842,927.81</b>	<b>1,145,877.32</b>
<b>7801</b>	<b>AB939 - General Programs</b>				
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
	<i>Service and Supplies</i>	<i>14,500.00</i>	<i>25,763.76</i>	<i>34,351.68</i>	<i>34,300.00</i>
<b>7802</b>	<b>AB939 - Regional Programs</b>				
780-7802-43500	Program Costs&Supplies	15,500.00	-	-	-
780-7802-44320	Travel/Training Staff	500.00	-	-	200.00
	<i>Service and Supplies</i>	<i>16,000.00</i>	<i>-</i>	<i>-</i>	<i>200.00</i>
<b>7803</b>	<b>AB939 - Business Programs</b>				
780-7803-43500	Program Costs&Supplies	6,500.00	6,147.14	-	32,500.00
780-7803-43600	Professional Services	1,000.00	-	-	-
	<i>Service and Supplies</i>	<i>7,500.00</i>	<i>6,147.14</i>	<i>-</i>	<i>32,500.00</i>
<b>7804</b>	<b>AB939 - Commercial Organics</b>				
780-7804-43500	Program Costs&Supplies/BankFee	12,500.00	-	-	10,000.00
780-7804-43600	Professional Services	-	2,653.31	-	30,000.00
	<i>Service and Supplies</i>	<i>12,500.00</i>	<i>-</i>	<i>-</i>	<i>40,000.00</i>
<b>7805</b>	<b>AB939 - School Programs</b>				
780-7805-43500	Program Costs&Supplies/BankFee	10,000.00	6,563.33	-	10,000.00
780-7805-43600	Professional Services	3,000.00	-	-	-

Agenda Item No. 8.0 - Exhibit A-2 to Attachment 1

780-7805-44320	Travel/Training Staff	500.00	78.88		300.00
	<i>Service and Supplies</i>	<i>13,500.00</i>	<i>6,642.21</i>	<i>-</i>	<i>10,300.00</i>
<b>7807</b>	<b>AB939 - Special Events</b>				
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
	<i>Service and Supplies</i>	<i>12,000.00</i>	<i>25.52</i>	<i>-</i>	<i>2,200.00</i>
<b>7810</b>	<b>WCCIWMA Household Hazards</b>				
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
	<i>Service and Supplies</i>	<i>35,500.00</i>	<i>22,558.53</i>	<i>32,500.00</i>	<i>38,750.00</i>
<b>7811</b>	<b>WCCIWMA HHW Grant</b>				
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
	<i>Service and Supplies</i>	<i>-</i>	<i>11,377.07</i>	<i>8,250.00</i>	<i>83,500.00</i>
<b>7870</b>	<b>Oil Payment Program</b>				
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
	<i>Service and Supplies</i>	<i>54,000.00</i>	<i>43,208.87</i>	<i>33,750.00</i>	<i>57,580.00</i>
	Other Projgram Expenditures	165,500.00	115,723.10	108,851.68	299,330.00
<b>TOTAL EXPENDITURES</b>		<b>1,293,497.00</b>	<b>747,918.96</b>	<b>951,779.49</b>	<b>1,445,207.32</b>

**West Contra Costa Integrated Waste Management Authority  
July 1, 2020 Compensation Schedule Steps  
Attachment A-3**

Class Title	Cola Assumption	FY 2020-21 Class	Salary Rate	3.00%				
				Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)
<b>Executive Director</b>	Exempt	Monthly	\$ 13,750	\$ -	\$ -	\$ -	\$ -	\$ -
		Semi-Monthly	\$ 6,875	\$ -	\$ -	\$ -	\$ -	\$ -
		Hourly	\$ 91.6667	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>Annually</b>	<b>\$ 165,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Manager of Finance &amp; Admin. Manager</b>	Exempt	Monthly	\$ 8,909	\$ 9,354	\$ 9,822	\$ 10,313	\$ 10,828	
		Semi-Monthly	\$ 4,454	\$ 4,677	\$ 4,911	\$ 5,156	\$ 5,414	
		Hourly	\$ 59.3904	\$ 62.3596	\$ 65.4777	\$ 68.7519	\$ 72.1893	
		<b>Annually</b>	<b>\$ 106,903</b>	<b>\$ 112,247</b>	<b>\$ 117,860</b>	<b>\$ 123,753</b>	<b>\$ 129,941</b>	<b>\$ 106,903</b>
			5.00%	5.00%	5.00%	5.00%		
<b>Senior Program Manager</b>	Exempt	Monthly	\$ 8,909	\$ 9,354	\$ 9,822	\$ 10,313	\$ 10,828	
		Semi-Monthly	\$ 4,454	\$ 4,677	\$ 4,911	\$ 5,156	\$ 5,414	
		Hourly	\$ 59.3904	\$ 62.3596	\$ 65.4777	\$ 68.7519	\$ 72.1893	
		<b>Annually</b>	<b>\$ 106,903</b>	<b>\$ 112,247</b>	<b>\$ 117,860</b>	<b>\$ 123,753</b>	<b>\$ 129,941</b>	<b>\$ 117,860</b>
			5.00%	5.00%	5.00%	5.00%		
<b>Program Manager</b>	Exempt	Monthly	\$ 7,085	\$ 7,439	\$ 7,811	\$ 8,202	\$ 8,612	
		Semi-Monthly	\$ 3,542	\$ 3,720	\$ 3,906	\$ 4,101	\$ 4,306	
		Hourly	\$ 47.2329	\$ 49.5945	\$ 52.0745	\$ 54.6781	\$ 57.4122	
		<b>Annually</b>	<b>\$ 85,019</b>	<b>\$ 89,270</b>	<b>\$ 93,734</b>	<b>\$ 98,421</b>	<b>\$ 103,342</b>	<b>\$ 93,734</b>
			5.00%	5.00%	5.00%	5.00%		
<b>Recycling Coordinator/ Admin Assist.</b>	Non-Exempt	Monthly	\$ 4,408	\$ 4,629	\$ 4,860	\$ 5,103	\$ 5,358	
		Semi-Monthly	\$ 2,204	\$ 2,314	\$ 2,430	\$ 2,552	\$ 2,679	
		Hourly	\$ 29.3893	\$ 30.8588	\$ 32.4015	\$ 34.0220	\$ 35.7227	
		<b>Annually</b>	<b>\$ 52,901</b>	<b>\$ 55,546</b>	<b>\$ 58,323</b>	<b>\$ 61,240</b>	<b>\$ 64,301</b>	<b>\$ 58,322.72</b>
			0.00%	0.00%	0.00%	0.00%		

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 meeting 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 **\$1,637,026**, including use of reserves in the amount of **\$345,752** 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