



**Board of Directors Meeting Agenda
Special Meeting**
Wednesday, May 25, 2022
7:00 PM

Teleconference/Public Participation Information

Pursuant to the provisions of California Governor's March 4, 2020 State of Emergency Declaration and enactment of Assembly Bill 361 on September 16, 2021 which adopted exemptions to the Ralph M. Brown Act and the proposed findings to be adopted by the Board at this meeting, this meeting will be conducted by the teleconference only in accordance with Government Code section 54953(e). No physical location will be available for this meeting. This meeting agenda is available online at <https://recyclemore.com/about/board-meeting-agendas>

For this meeting, there will be no physical location from which members of the public may observe the meeting. 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/83970413840>
Or phone: 1-669-900-6833 or 1-408-638-0968
Webinar ID: 839 7041 3840**

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.

Members of the public are welcome to submit written comments via email to the Board Secretary at donalds@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 Board Secretary at (510) 609-1215 or by email at donalds@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/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

There will be no closed session during this meeting.

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:

6.1 April 14, 2022 Authority Board Meeting Minutes

Consider a MOTION to APPROVE the subject minutes.

6.2 Implementation of AB 361 to Allow Teleconferenced Meeting

Consider a MOTION to ADOPT Resolution No. 22-05 to conduct Board of Director meetings remotely due to health and safety concerns for the public and making related findings in compliance with Assembly Bill 361 (2021) ("AB 361") effective May 25, 2022 through June 24, 2022.

6.3 Administrative Policy for Legislatively Mandated Compliance Set-Aside Monies

Consider a MOTION to APPROVE the administrative policy for legislatively mandated compliance set-aside monies.

6.4 Professional Services Agreement Between the West Contra Costa Integrated Waste Management Authority and Sweetser & Associates, Inc.

Consider a MOTION to APPROVE a new two (2) year professional services agreement with Sweetser and Associates, Inc. for household hazardous waste (HHW) technical and management services, from July 1, 2022 through June 30, 2024, in the amount not to exceed \$46,800.

7. Staff Report

Staff will provide updates on recent and upcoming activities.

8. Regular Agenda

8.1 Consulting Contract with MRG to Provide Technical and Administrative Support to Implement New Accounting Software

Consider a MOTION to ADOPT Resolution No. 22-07, a consulting contract with MRG for financial and accounting consulting services from May 25, 2022 to August 25, 2022 in the amount of \$20,000.

8.2 Draft - West Contra Costa Integrated Waste Management Authority Fiscal Year 2022-23 Budget

Provide direction to staff on the Draft FY 2022-2023 Budget as proposed below:

- Staff forecasts revenues to be \$1,367,306; (Attachment 1A)
- Staff proposes a Fiscal Year 2022-23 Operating Budget (Attachment 1B) in the amount of \$1,512,044, including use of reserves in the amount of \$ 554,738 to balance the Operating Fund;
- Staff proposes 6 full-time positions with one part time intern. (Attachment 1C)

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 June 9, 2022.

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 25, 2022

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: April 14, 2022 Authority Board Meeting Minutes

ACTION REQUESTED:

Consider a MOTION to APPROVE the subject minutes.

BACKGROUND:

The minutes of the April 14, 2022 Board meeting are attached.

FISCAL IMPACT:

None.

ATTACHMENTS:

[6.1 Attachment 1 - DRAFT ActionMinutes 2022-04-14.pdf](#)

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS MEETING MINUTES – APRIL 14, 2022

Meeting Date | Time 4/14/2022 6:15 PM | Meeting Location The meeting was held pursuant to the provisions of California Governor's March 4, 2020 State of Emergency Declaration and enactment of Assembly Bill 361 on September 16, 2021 which adopted exemptions to the Ralph M. Brown Act and the proposed findings to be adopted by the Board at this meeting, to be conducted by teleconference only in accordance with Government Code Section 54953(e). No physical location will be available for this meeting. All votes of the Board to be Roll Call votes.

Meeting called by Board of Directors

Type of meeting Regular

Authority Staff Present Lisa Borreani, Andy Schneider, Donald Sturman

Legal Counsel John Bakker

Board Members Present:

Directors: T. Rudnick, El Cerrito (Vice Chair); D. Romero, Hercules (Chair); N. Bates, G. McLaughlin, and M. Willis, Richmond; and A. Pineda, San Pablo

Absent: A. Tave, Pinole; and F. Glover (Ex-Officio) Contra Costa County

CALL TO ORDER/ROLL CALL

Chair Romero called the meeting to order at 6:20 P.M. The Roll Call established the existence of a quorum (Bates*, McLaughlin, Pineda, Romero, Rudnick, and Willis*). * Director Willis arrived at 6:28 P.M., and Director Bates arrived at 6:52 P.M.

CLOSED SESSION

There was no Closed Session.

PLEDGE OF ALLEGIANCE

Vice Chair Rudnick led the Pledge of Allegiance.

EX-PARTE COMMUNICATIONS & DISCLOSURE

There were no ex-parte communications or disclosures.

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

CONSENT CALENDAR

MOTION by Vice Chair Rudnick to approve Consent Calendar Items 6.1, 6.2 and 6.3. **SECOND** by Director McLaughlin.

MOTION PASSED unanimously by a voice vote.

STAFF REPORT

Staff Report Item 7 - | Presenter | Donald Sturman - Manager of Financial and Administrative Services

Donald Sturman, Manager of Financial and Administrative Services, provided an update on vehicle procurement and noted that it had been the intention of staff to procure an Authority vehicle through a lease, although due to the expense of leased vehicles staff had decided to wait for the next budget year to purchase or lease a vehicle. In addition, he stated staff was working on a Records and Retention Policy and schedule, to be submitted to the Board in the coming months for an administrative policy for records retention and schedule, currently under review by Legal Counsel. In addition, staff was preparing a Board of Directors orientation with an in-person training to be provided to the Board and with details to be available soon.

Chair Romero suggested that Directors be polled to see who might be interested in participating in the Board orientation.

Vice Chair Rudnick asked about the type of vehicle to be procured, to which Mr. Sturman advised of the preference for an electric or hybrid vehicle, although those might not be in the affordability range and a regular gas truck or van might be procured.

Andy Schneider, Program Manager, Source Reduction and Recycling, presented four updates as follows:

- The Initial Jurisdiction Report (the first reporting required under SB 1383 for each member agency) had been submitted to CalRecycle by the April 1, 2022 deadline. The County had submitted its own report. The report clarified which collection system was being used in the service area, a three-container collection system across the board based on how the materials were source separated after collection, with tallies by city of the number of accounts all the way down to single-family residents who already had the three-container system.
- Annual site visits were underway with CalRecycle, done virtually through a Zoom call format by member agency to review AB 341 and AB 1826, with a focus on the previous laws transitioning into SB 1383.
- Determination had been made not to use the CivicSpark Fellowship for the coming service year and allow core RecycleMore staffing to stabilize prior to pursuing a CivicSpark Fellow in coming years.
- RecycleMore staff was continuing to work on the Memorandum of Understanding (MOU) process and Legal Counsel John Bakker would continue with edits prior to the final version of the MOUs.

Agenda Item 8.1 – Administrative Policy for Legislatively Mandated Compliance Set-Aside Monies | Presenter | Donald Sturman - Manager of Financial and Administrative Services

Mr. Sturman presented the follow-up item that had previously been brought to the Board when some vocabulary changes had been requested. He highlighted the report, stated that Republic Services Inc. currently held the Legislative Compliance Set-Aside Monies where the funds had been audited, accounted for, and managed free of charge, which was not uncommon for solid waste service providers to manage and account for post-collection monies. He clarified that the Legislative Compliance Set-Aside Monies were a restrictive pool of funds related to compliance issues that the Board had created in 2019 to help address many of the unfunded mandates such as AB 341, AB 1826 and SB 1383. The set-aside monies would avoid the need to drastically increase rates in order to comply with the requirements of the unfunded mandates.

Mr. Sturman explained that the Board had asked staff to seek information from the City of San Pablo on pricing to manage, provide accounting, and provide treasury services for the set-aside monies.

Staff had received a communication from the San Pablo Finance Director that the city would charge a minimum of \$400/month or \$4,800/year to provide those services but had indicated that due to staffing obstacles there could be a less than ideal service provided by the city.

Mr. Sturman explained it was staff's judgment that between the high cost of the required services and the staffing obstacles, the current plan was for staff to bring the accounting, finance, controller, and treasury function in-house as of July 1, 2022. It was recommended that the Board allow the set-aside monies to remain with Republic Services until such time that staff could transfer and manage the funds in-house.

Director McLaughlin noted it was preferable for a public agency to hold the funds as opposed to a private entity. She suggested that \$480/month did not seem to be too onerous and she asked how reluctant San Pablo was to provide the requested services.

Director Pineda stated that the City of San Pablo was not reluctant and was happy to do the work.

With respect to the policy, Director McLaughlin referred to the explicit approval of the Executive Director AND the RecycleMore Board as opposed to what had been shown as the Executive Director OR the RecycleMore Board and as such she requested that the document be amended accordingly. She also requested that the document be edited to replace Republic Services, Inc. with "Board-designated representative." Regardless of whether it was the City of San Pablo or Republic Services, she stated the "quarterly account statements including deposits and expenditures from the Board-designated representative must be sent to RecycleMore and included as a Consent Calendar item for the administrative record until the management of the fund was transferred to RecycleMore." She added that if possible, it would be great to have the City of San Pablo provide the services as outlined.

Vice Chair Rudnick had similar feedback from the January 2022 meeting where "Any use of the funds by the Authority [removing or by Republic Services] must be explicitly approved by the Executive Director and the RecycleMore Board prior to the disbursement of funds." She noted that the January minutes had indicated that spending authority over \$10,000 would require Board approval given implications related to the Cascadia Consulting \$94,000 contract. She also stated the policy was unclear as to whether Republic Services had been paying invoices out of the set-aside fund.

Mr. Sturman confirmed that currently Republic Services was paying some of the approved expenditures out of the fund.

When asked, Mr. Bakker stated that he had not reviewed the agenda item prior to submittal to the Board.

Director Pineda stated the Board had provided previous direction to staff which did not appear to have been included in the policy document under discussion. He agreed with the concerns that had been raised and suggested the document was not ready to approve at this time.

Director Willis had nothing to add to the discussion but to agree with the comments and concerns that had been expressed.

Chair Romero suggested that the January agenda item should have been attached with the document under discussion to help inform the process. He recognized the Board's consensus that the item be returned with the January agenda item and the comments that Directors had made at that time.

Vice Chair Rudnick requested a clear explanation of how the monies were being used and how they would be disbursed, and she was not comfortable supporting the item without review by Legal Counsel.

Chair Romero reiterated that Republic Services collected and held the funds and Republic Services would always be involved as a result.

Director McLaughlin supported a continuation of the item with a return with the January agenda and minutes, to include the language requested by the Board in January, and to include the three edits she had earlier requested.

Chair Romero recommended that staff communicate with the Executive Director to get clarity on the concerns expressed and to provide clarity in the policy document, with Board direction to staff to include the reminder that the explicit approval of the Executive Director and the RecycleMore Board was required, that the document be edited to replace Republic Services, Inc. with "Board-designated representative," and that the "quarterly account statements including deposits and expenditures from the Board-designated representative must be sent to RecycleMore and be included as a Consent Calendar item for the administrative record until the management of the fund had been transferred to RecycleMore." Further, that the January agenda item and the minutes from the January meeting also be provided to the Board.

Agenda Item 8.2 – Sole Source Contract with MRG | Presenter | Donald Sturman - Manager of Financial and Administrative Services

Mr. Sturman stated the Authority had contracted with the City of San Pablo and sought to transition the accounting services to the Authority from San Pablo and wanted to engage MRG to assist in that process. He stated there were six parts involved that would cover everything from bookkeeping to finance to treasury to controller services. Currently RecycleMore paid \$30,500 annually to the City of San Pablo. The compelling business reason to pursue the sole source contract was the ongoing cost reductions that would benefit the Authority, which could have a net savings of as much as \$15,500, the savings for the second fiscal year and thereafter a potential savings of \$35,500. He recommended that the Board approve the contract between the Authority and MRG.

Vice Chair Rudnick asked about the current contract with MRG, reported by Mr. Sturman that the contract was a standalone separate contract based on a month-to-month ongoing as-needed on-call service and support for potentially two hours a week.

Director Willis asked if public comment had been opened for the last item and the Chair verified that it had not.

Director McLaughlin verified with Mr. Sturman that the contract had been proposed at \$20,000 and that the end date would be upon the implementation of the new accounting system, potentially through the end of July 2022. She requested that the amount and length of contracts be included in all items submitted to the Board for consideration in the agenda title as well as in the agenda report.

Director Pineda asked how much had been spent on the on-call contract, reported by Mr. Sturman to be the amount the Board had previously approved, a figure he did not have at this time.

Vice Chair Rudnick asked if the agenda item had been reviewed by Legal Counsel and John Bakker stated it had not.

No written comments were submitted, or oral comments made, by any member of the public at this time and when the Chair asked if there were any comments or statements from the public related to the prior item, Legislative Compliance Set-Aside Monies, there were not.

MOTION by Director Willis to approve the Sole Source Contract with MRG. **SECOND** by Director Bates.

MOTION PASSED by the following Roll Call vote:

AYES: Bates, Willis, Romero
NOES: None
ABSTAIN: McLaughlin, Pineda, Rudnick
ABSENT: Tave

Mr. Bakker advised that he would review the contract prior to signing and ensure it was consistent with Board direction and contracts that had been approved in the past, and would bring the item to the Board if there were any problems with the contract. He confirmed that the motion passed with three ayes and three abstentions.

It was also noted for the record that those who had abstained had primarily done so due to a concern that the contract had not been reviewed by Legal Counsel.

Chair Romero stated moving forward contracts should show a resolution and the amount and contract date prior to submittal to the Board for action.

Director McLaughlin added that the items should be reviewed by Legal Counsel and the Executive Director prior to submittal to the Board for action.

On the discussion and the question by Director Bates as to whether the item was urgent requiring action at this time, Mr. Sturman confirmed that the matter was urgent given that a significant amount of work needed to take place prior to June.

Agenda Item 8.3 – Edible Food Recovery Consultant Selection | Presenter | Andy Schneider – Program Manager, Source Reduction and Recycling

Mr. Schneider stated that RecycleMore had prepared a Request for Proposal (RFP) for an Edible Food Recovery Consultant in December 2021, had circulated the RFP to the known consultants in the area, had posted it on the website, and had received two proposals by the February 14, 2022 closing date. One proposal was from Cascadia Consulting and another was from Abbe & Associates. He stated that SB 1383 required each jurisdiction to create an Edible Food Recovery Program identifying the generators of edible food in two different tier scenarios phased in over time. Tier 1 generators were primarily supermarkets and distributors that RecycleMore had identified through its SB 1383 Preparedness Study with 60 to 80 Tier 1 generators in the service area.

The goal for this project was to better identify the Tier 1 generators, reach out and make contact and determine if the generators had the required agreements for edible food recovery in place, provide outreach and begin to build the database and familiarity with these generators. The RFP had been developed with that in mind and had requested that the proposers plan to visit up to 70 Tier 1 generators and provide outreach and assess their current status. The Cascadia Consulting total project cost came in at \$84,000, and Abbe & Associates provided a total project cost of \$39,775. Both proposals were responsive to the RFP requirements and both proposed an approach of phone, email and site visit outreach methods in order to obtain the information needed for the project. He added that RecycleMore planned to contract with the county for the required ongoing edible food record inspections.

Mr. Schneider added that RecycleSmart was working with RecycleMore on that contract and other Contra Costa County cities may be joining that contract for ongoing inspections. The RFP project was not required under the regulations but since this was a new area of study RecycleMore needed some experienced consultant work to be better at identifying the Tier 1 generators, making contact with them, and obtaining the information to begin the database to understand the generators in the area.

Both proposers proposed a hybrid approach of phone, email and in-person visits. Cascadia Consulting proposed 345 hours for the site visits which equated to 5 hours per Tier 1 generator. Abbe & Associates proposed a different approach of first contacting the food bank (the primary edible food recovery organization in the county) to verify which generators they were currently working with and obtaining information on agreements through that system along with a three-tiered outreach methodology to address those that were not currently working with the food bank. Abbe proposed 55 to 60 site visits with that outreach process and estimated 40 hours of phone calls and 90 hours of site visits. Because the RFP required up to 70 site visits, it had been determined that both proposers were responsive to the requirements of the RFP. Abbe's approach eliminating some already working with the food bank reduced the number of outreach hours and site visit hours and reduced the overall cost.

Mr. Schneider explained that there had been questions at the March Board meeting about the reduced hours and staff had evaluation interviews with the two proposers to get more information on how the RFP requirements would be met with the hours and costs that had been proposed. A panel of three staff people had asked the same questions of each proposer and the different methodologies that had been proposed. No deficiencies had been found in the lower proposal and Abbe & Associates had actually provided some efficiencies in their methodology and data gathering. After the interviews, the panel determined that both proposals were responsive to the RFPs, both provided similar services with slightly different methodologies and both would provide a good return, good results and good deliverables for the project.

Mr. Schneider explained that the importance of edible food capacity planning had been raised as an item of importance and Abbe had been able to provide the capacity planning project aspects concurrently with the aspects of the outreach program at no additional cost. Cascadia could also provide those services but would do so with a separate contract and proposed an additional \$20,000 to \$30,000 for capacity planning. The completion of the evaluation found that Abbe had presented and demonstrated to be edible food specialists and while Cascadia had provided a professional and complete proposal, the double cost with missing capacity planning deliverables could not be found to award the contract to Cascadia. Abbe & Associates had therefore unanimously been recommended for selection.

Mr. Schneider reported that Legal Counsel had reviewed the RFP in both proposals and the Finance Director, Executive Director and the evaluation panel including senior staff had recommended an award to Abbe & Associates.

Vice Chair Rudnick asked if all benchmarks were being met with both proposals. She questioned why potentially less engagement would be needed as demonstrated by the Abbe proposal.

Mr. Schneider stated that was why an edible food consultant was needed for the project. He added that Abbe had subcontracted from R3 Consulting two years ago with the initial SB 1383 study, and Abbe had initially developed the Tier 1 list. Staff had learned about edible food generators that had not turned out to be Tier 1 generators. With the current CivicSpark Fellow and the recent work on the project, quite a few of supposed Tier 1 generators had been removed. There was also the aspect that many of the major supermarkets would not require a site visit which had been gleaned from the Abbe proposed methodologies in that a site visit was not needed while a corporate level contact was required to secure a copy of the supermarket's edible food agreement with an edible food recovery organization.

Those corporations would be informed of the requirements through outreach. Mr. Schneider stated the food bank was aware of SB 1383 and had been working with many of their generators already to formalize agreements in advance of the project actions.

Mr. Schneider emphasized that the number of site visits remained to be seen, although the site visits were not a requirement of the RFP nor of SB 1383 in any way. The records review inspections planned to be contracted with the county are a requirement of SB 1383. He added that RecycleMore would be doing this project as due diligence and to demonstrate to the state that it was taking edible food recovery seriously and preparing a program.

Chair Romero referred to the verification of the generator list with phone calls or site visits although the RFP only spoke to site visits.

Mr. Schneider explained that when the RFP had been prepared it had requested site visits for up to 70 Tier 1 generators, and in the subsequent research, receipt of proposals, and interviews before the closing date there was an official question and answer period and two questions had been received as to whether site visits were required or whether a hybrid approach of site visits, phone calls and emails would be accepted. That had been discussed and a hybrid approach had been found to be acceptable as long as contact with the decision maker was made and RecycleMore was able to obtain the information as needed. The question and answers were still on the website and both proposers had reviewed the questions and answers prior to making the proposal so the RFP was officially updated to allow that hybrid approach.

Chair Romero suggested that both bid responses were not responsive to two or three items in the issued RFP and he recommended the Board consider not taking action. He recommended that the RFP process be reopened with everything listed after the fact to be shown on a re-issued RFP.

Director McLaughlin asked if the item was urgent and Mr. Schneider stated there was not a time sensitivity although there was a confidentiality sensitivity to both proposers who had shown their proposals and the different methodologies and different pricing, and there could be unintended consequences as a result. Overall, he suggested a reissue of the RFP would hurt RecycleMore. He added that the process was sound and had been properly and publicly noticed.

Director Pineda was comfortable moving forward with the item.

Director McLaughlin understood the concerns, accepted the staff explanation, and agreed that a re-issued RFP could produce negative results.

MOTION by Director McLaughlin to approve the Executive Director's recommendation to contract with Abbe & Associates LLC to assist RecycleMore in the SB 1383 Edible Food Recovery Project.
SECOND by Director Pineda.

On the motion, Director Bates recommended a substitute motion to defer the selection of an edible food recovery consultant to allow staff time to negotiate with the two proposers given there was no urgency to approve the item at this time.

Mr. Schneider clarified that there would be no new information unless the direction from the Board was to restart the RFP process.

There was no second to Director Bates' substitute motion and the motion failed.

MOTION by Director McLaughlin to approve the Executive Director's recommendation to contract with Abbe & Associates LLC to assist RecycleMore in the SB 1383 Edible Food Recovery Project.
SECOND by Director Pineda.

MOTION PASSED by the following Roll Call vote:

AYES: McLaughlin, Pineda, Rudnick, Willis
NOES: Bates, Romero
ABSTAIN: None
ABSENT: Tave

Director McLaughlin reiterated that pertinent contract information such as amount and term of contract needed to be included throughout.

BOARD MEMBER AND STAFF ANNOUNCEMENTS

Mr. Schneider stated that April was Earth Day month, and April 22 was officially Earth Day and the North Richmond Watershed Project and Urban Tilth were holding a volunteer creek clean-up for Wildcat Creek on Saturday, April 23 and RecycleMore had agreed to participate by providing reusable water bottles, bags, and waste reduction factsheets to all volunteers participating in that clean-up. The Contra Costa Community College was also holding a table event for Earth Day and Republic Services had been asked to participate on April 22.

Director Willis explained that the Contra Costa County Health Department had a program called the Miles Hall Crises Response Hub where calling 2-1-1 for substance abuse or mental health issues would produce an on-site responder. The program currently operated from 8:00 A.M. to 6:30 P.M. during the week but was working towards a 24-hour program. He recommended that the city managers and police chiefs of the member agencies connect with the Health Department to collaborate on the non-police response type of calls.

Under the Good of the Order, Vice Chair Rudnick stated that April 2022 was a rare time when all three major Abrahamic faiths had their springtime celebrations with Ramadan, Passover and Easter. She commented that 2022 had been a very hard year for lots of people but the three major faiths were all celebrating at the same time.

ADJOURNMENT

With consensus of the Board, Chair Romero adjourned the meeting at 7:49 P.M. until the Special Board meeting scheduled for May 25, 2022 at 7:00 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 April 14, 2022.

Board Secretary

Date

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 25, 2022

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Implementation of AB 361 to Allow Teleconferenced Meeting

ACTION REQUESTED:

Consider a MOTION to ADOPT Resolution No. 22-05 to conduct Board of Director meetings remotely due to health and safety concerns for the public and making related findings in compliance with Assembly Bill 361 (2021) (“AB 361”) effective May 25, 2022 through June 24, 2022.

BACKGROUND:

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act (“Brown Act”) in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

The Board of Directors established virtual meetings. The virtual meetings have allowed the Board to continue to conduct its business from remote locations while ensuring the public’s continued access to government meetings in a safe manner.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to in person public meetings. Since the Governor issued Executive Order N-08-21, highly contagious Omicron variants have emerged, causing a spike in cases throughout the state and within Contra Costa County.

On September 16, 2021, Governor Newsom signed AB 361, which was an urgency measure that became effective on October 1, 2021, and it allows a local agency to use teleconferencing for public meetings during a Governor-proclaimed state of emergency as long as the legislative body adopts findings every 30 days that: 1) meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency; or 2) state or local officials have imposed or recommended measures to mitigate the spread of the highly contagious Omicron variants.

In such circumstances, a legislative body is not required to make available a physical location from which members of the public may observe the meeting and offer public comment or required to have a quorum of the members of the legislative body participate from locations within the boundaries of the agency's jurisdiction in the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures mitigate the spread of the highly contagious Omicron variants.
- The legislative body holds a meeting during a proclaimed state of emergency to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body must make certain findings by majority vote every 30 days to continue using AB 361's teleconferencing requirements.

An additional provision of AB 361 states that, in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body is prohibited from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

These new provisions are only operative until January 1, 2024, at which point they are repealed, and the prior Brown Act teleconferencing requirements become effective again.

The California Department of Public Health (CDPH) and the Federal Centers for Disease Control and Prevention (CDC) caution that the Omicron Variants of COVID-19, are more transmissible than prior variants of the virus, may cause more severe illness, and even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations. The very recent emergence of the Omicron Variants of COVID-19 has resulted in the CDC's designation of it as Variants of Concern noting that they may spread more easily than other Variants and that fully vaccinated people who become infected with the Omicron Variants can spread the virus to others. In fact, the first verified case of an Omicron Variant in the United States has been confirmed as an individual in the

Bay Area who was fully vaccinated.

The Authority meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency related to the COVID-19 pandemic; and
- According to the CDC website (see reference 1 below), the Current CDC guidelines recommends use of COVID-19 Community Levels to determine the impact of COVID-19 on communities and take action.
- As of May 13th, 2022 twelve Bay Area health officers are stressing the importance of taking safety precautions, including continued masking indoors, as the region experiences a new swell of COVID cases and hospitalizations . The Bay Area now has California’s highest COVID infection rates. The current wave is fueled by highly contagious Omicron subvariants. Although not required, masking is strongly recommended by the California Department of Public Health [cdph.ca.gov] (see reference 2 below) for most public indoor settings.
- County Health Orders recommends that individuals in indoor public spaces wear masks and the CDC recommends social distancing of at least six feet due to COVID-19; and
- The Omicron variants of COVID-19 has resulted in a significant increase of COVID-19 cases within the state and throughout Contra Costa County.

Thus, meeting in person for Board meetings would present imminent risks to the health and safety of attendees, the Board and staff. In the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, Authority staff recommends invoking the provisions of Assembly Bill 361 related to teleconferencing.

The Board must make its own determination and findings, no later than 30 days after the adoption of Resolution 22-05, in order to continue to hold teleconferenced meetings in accordance with AB 361. At this time, Staff intends to schedule special Board meetings every 30 days, if necessary, to consider adoption of similar findings in the future. Staff will return no later than June 24, 2022 with an item for the Board of Directors to consider whether to continue meeting under the provisions of Assembly Bill 361.

References

1. “CDC Covid Data Tracker.” Centers for Disease Control and Prevention. Centers for Disease Control and Prevention, May 20, 2022. <https://covid.cdc.gov/covid-data-tracker/#datatracker-home>.
2. “Media Release.” Bay Area Health Officers Urge Public to Take Precautions as COVID Levels Rise :: Press Releases :: Contra Costa Health Services. Contra Costa Health Services, May 13, 2022. <https://cchealth.org/press-releases/2022/0513-BA-Health-Officers-Public-Precautions.php>.

FISCAL IMPACT:

None.

ATTACHMENTS:

[6.2 Attachment 1 - Resolution 22-05 AB 361 May 25 - June 24 2022.pdf](#)

RESOLUTION NO. 22-05

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
AUTHORIZING TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL
361 EFFECTIVE MAY 25, 2022 THROUGH JUNE 24, 2022.**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Government Code section 8550 et seq. (Declaration); and

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive order N- 29-20 (Executive Order), which suspended the teleconferencing rules set forth in California Open Meeting law, the Ralph M. Brown Act (California Government Code §§ 54950 – 54963), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which clarified the suspension of the teleconferencing rules set forth in the Ralph M. Brown Act and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361, which provides that under Government Code section 54953(e), a legislation body subject to the Ralph M. Brown Act may continue to meet using teleconferencing without complying with the non-emergency teleconferencing rules in Government Code section 54953(b)(3) if a proclaimed state of emergency exists and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the recently emerged various Omicron Variants of COVID-19 has been more virulent and can infect the fully vaccinated; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, RecycleMore intends to utilize the provisions of Assembly Bill 361 related to teleconferencing in the manner authorized by Government Code § 54953(e), and such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code § 54953(e)(2); and

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

1. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. In compliance with AB 361 (2021), intends to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Ralph M. Brown Act, the Board of Directors makes the following findings:

a. The Board of Directors has considered the circumstances of the state of emergency; and

b. The state of emergency, as declared by the Governor, continues to directly impact the ability of the Board of Directors, including RecycleMore's legislative bodies and staff, as well as staff and members of the public, from meeting safely in person; and

c. According to the CDC website¹, the Current CDC guidelines recommends use of COVID-19 Community Levels to determine the impact of COVID-19 on communities and take action.

d. As of May 13th, 2022 twelve Bay Area health officers are stressing the importance of taking safety precautions, including continued masking indoors, as the region experiences a new swell of COVID cases and hospitalizations². The Bay Area now has California's highest COVID infection rates. The current wave is fueled by highly contagious Omicron subvariants. Although not required, masking is strongly recommended by the California Department of Public Health [cdph.ca.gov] for most public indoor settings.

e. As a result of the presence of COVID-19 Omicron Variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

3. The Board of Directors may meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public and staff in accordance with the provisions of Government Code section 54953(e).
4. The Board of Directors will revisit the need to conduct meetings remotely by or before June 25, 2022.
5. Staff is authorized and directed to take all actions necessary to implement the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other application provisions of the Ralph M. Brown Act; and
6. Staff is directed to return no later than 30 days after this resolution is adopted with an item for the Board of Directors of the West Contra Costa Integrated Waste Management Authority to consider whether to continue meeting under the provisions of Assembly Bill 361.

¹ "CDC Covid Data Tracker." Centers for Disease Control and Prevention. Centers for Disease Control and Prevention, May 20, 2022. <https://covid.cdc.gov/covid-data-tracker/#datatracker-home>.

² "Media Release." Bay Area Health Officers Urge Public to Take Precautions as COVID Levels Rise :: Press Releases :: Contra Costa Health Services. Contra Costa Health Services, May 13, 2022. <https://cchealth.org/press-releases/2022/0513-BA-Health-Officers-Public-Precautions.php>.

ATTEST:

CHAIR OF THE BOARD:

Donald W. Sturman – Board Secretary Date

Dan Romero, Board Chair 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 of May 25, 2022, by the following vote:

AYES: Directors: _____

NOES: Directors: _____

ABSENT: Directors: _____

Donald W. Sturman, Board Secretary

5025139.1

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 25, 2022

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Administrative Policy for Legislatively Mandated Compliance Set-Aside Monies

ACTION REQUESTED:

Consider a MOTION to APPROVE the administrative policy for legislatively mandated compliance set-aside monies.

BACKGROUND:

West Contra Costa Integrated Waste Management Authority (The Authority) has two funds which include: Operating and Recycling Reserve (aka Special Projects). The Authority was founded to provide nine core services to JEPAs members; therefore, funding requirements will arise. The core services of the Authority are to ensure that the Post Collection Agreement (“PCA”) terms are being met. As such, all funds and sums of money will need to be detailed into a cohesive administrative policy such that staff will be able to use funds appropriately. For this reason, the Authority’s financial policies must be closely considered in order to guarantee that the Authority can provide its core services. A key part of the Authority’s financial preparedness rests on sound funding, reserves guidelines, and administrative policies.

Currently, a Board – Designated Representative Legislative Compliance Set-Aside Monies (Set-Aside Monies) where the funds have been audited, are transparently accounted for, and is managed free of charge. A Board – Designated Representative manages, accounts for, and disperses monies to the Authority regularly and does so through several line items. It is not uncommon for solid waste service providers to manage and account for all manners of post-collection monies for cities, counties, and other governmental agencies, like the Authority. To use a parallel example, the county collects property taxes on behalf of cities and other governmental agencies then remits those collected taxes back to cities and other governmental agencies. This is exactly the same process that’s happening in the relationship between a Board – Designated Representative and the Authority except that the Board – Designated Representative is a non-governmental entity.

HISTORY

The Legislative Compliance Set-Aside Monies (Set-Aside Monies) is a restricted pool of monies that came into being to assist in coming into compliance with the requirements of Cal-Recycle because the Authority was in jeopardy of being out of compliance with Cal-Recycle. The efforts to ensure that the Authority was in compliance with Cal-Recycle required quick action in which the Board – Designated Representative hired Cascadia Consulting Group, Inc. to assist with compliance issues. In 2019, the Board created the Set-Aside Monies to be held by a Board – Designated Representative as a protective mechanism to help address many of the unfunded mandates contained within AB 341, AB 1826, and SB 1383. The Set-Aside Monies were established to help ensure that the Authority would not be put in a position where the only option would be to drastically increase the rates for solid waste services in order to comply with the requirements and unfunded mandates contained within SB 1383.

The Set-Aside Monies, as a restricted fund, may only be used to pay for approved costs and expenditures related to complying with the laws mentioned above and for no other purposes. Any other costs or expenditures not related to the above-mentioned laws are to be put through the regular annual budgeting process. One of the first expenditures to be funded from the Set-Aside Monies was to reimburse the Board – Designated Representative for their efforts in hiring Cascadia Consulting Group, Inc. to ensure that the Authority was in compliance with Cal-Recycle and the aforementioned laws. The post-collection contributions to the Set-Aside Monies totaled approximately \$375k at the end of calendar year 2021. By the end of calendar year 2022, the Authority expects two more infusions of monies of approximately \$250k each; furthermore, the Authority does not expect the fund to ever grow to more than \$1 million dollars.

DISCUSSION:

The Board had asked staff to ascertain pricing from the City of San Pablo to manage, provide accounting, and provide treasury services for the Set-Aside Monies. Staff did as instructed and received communication via email from the Finance Director that the City of San Pablo would charge The Authority \$400 per month or \$4,800 annually. When Staff brings the bookkeeping, accounting, finance, controller, and treasury functions in-house in the first quarter of FY 22-23, Staff will transfer the Set-Aside Monies in-house. Staff is recommending that the Board allow the Set-Aside Monies to remain with the Board – Designated Representative until such a time that staff can transfer and manage the funds in-house.

CURRENT SITUATION

The Board had asked staff to ascertain pricing from the City of San Pablo to manage, provide accounting, and provide treasury services for the Set-Aside Monies. Staff did as instructed and received communication via email from the Finance Director that the City of San Pablo would charge The Authority \$400 per month or \$4,800 annually. When Staff brings the

bookkeeping, accounting, finance, controller, and treasury functions in-house in the first quarter of FY 22-23, Staff will transfer the Set-Aside Monies in-house. Staff is recommending that the Board allow the Set-Aside Monies to remain with the Board – Designated Representative until such a time that staff can transfer and manage the funds in-house.

CONCLUSION:

Staff is recommending that the Board approve the Administrative Policy for Compliance Set-Aside Monies. Additionally, allow the Set-Aside Monies to remain with the Board – Designated Representative until such a time that staff can transfer and manage the funds in-house.

FISCAL IMPACT:

None.

ATTACHMENTS:

[6.3 Attachment 1 - Administrative Policy Compliance Set-Aside Monies 2022.pdf](#)

West Contra Costa Integrated Waste Management Authority (RecycleMore)

COMPLIANCE SET-ASIDE MONIES ADMINISTRATIVE POLICY

Background

West Contra Costa Integrated Waste Management Authority (heretofore referred to as The Authority or Authority) has two funds: Operating and Recycling Reserve (aka Special Projects). The Authority was founded to provide nine core services to JEPA members; therefore, funding requirements will arise. The core services of the Authority are to ensure that the Post Collection Agreement (“PCA”) terms are being met by the Contractor in the following manner:

- (1) Track and confirm expected diversion rates
- (2) Track and confirm contracted level of service at the transfer station
- (3) Track and confirm expected level of service for schools
- (4) Track and confirm compliance with applicable law, permits, facility requirements and best management practices, including proper records management, provision of insurance and similar requirement
- (5) Track and confirm all recycling and diversion programs performed by Contractor pursuant to the PCA
- (6) Validate post collection rates to ensure accuracy, reasonableness, and consistency with the methodology formula described in the Joint Exercise of Power Agreement (“JEPA”) in Exhibit B. and coordinate with CalRecycle
- (7) Operate a motor oil recycling program
- (8) Implement and oversee a pharmaceutical and battery collection and disposal program in English and Spanish
- (9) Conduct public outreach and education including tracking CA state legislation

As such, all funds and sums of money will need to be detailed into a cohesive administrative policy such that staff will be able to use funds appropriately. For this reason, RecycleMore’s (aka Authority) financial policies must be closely considered in order to guarantee that the Authority can provide its core services. A key part of the Authority’s financial preparedness rests on sound funds and reserves guidelines.

Administrative Guidelines for Compliance Set-Aside Monies

Adequate designations of reserves--monies set aside for various legitimate purposes--are critical to the successful and stable, short and long-term operation of the Authority. This includes sums of monies set-aside to address various legislatively mandated compliance costs.

Adequate funding, including set-aside monies to address various legislatively mandated compliance costs, for Authority operations ensure that the Authority will be able to service and support all JEPA members with rate stabilization efforts when possible.

Adequate reserves ensure that the Authority will at all times have sufficient funding available to meet its operating and retirement cost obligations as well as any unfunded mandates, including costly regulatory requirements.

Annually, during the budget adoption process, the Authority's Board of Directors (Board) approves the appropriate levels and uses for designated funds, including set-aside monies to address various legislatively mandated compliance costs based upon the needs of the Authority.

Compliance Set-Aside Monies

The Compliance Set-Aside Monies includes assigned monies for compliance projects associated with AB1826 and SB1383. The set-aside monies came to be in November 2019, via the rate-setting process, when the Board determined that the Authority should set aside money in a distinct manner for compliance related issues and costs related to AB1826 and SB1383 legislation. The Compliance Set-Aside Monies, per Board decision, sits outside the Authority's budget in an account held by the Board - Designated Representative (See Board meeting dated November 12, 2019.)

Any use of funds by the Authority or by the Board - Designated Representative must be explicitly approved by the Executive Director (if \$10,000 or less) or the RecycleMore Board prior to disbursement of funds. For legislatively mandated compliance costs, any cost which is up to or under the Executive Director's spending authority of \$10,000 must be approved by the Executive Director prior to the disbursement of funds. Any amount that is over the Executive Director's spending authority must be approved by the Board, prior to the disbursement of funds. For costs that are over the Executive Director's spending the authority, those costs will be approved by the Executive Director and the Board of Directors, prior to the disbursement of funds.

The Board Designated Representative will be required to provide quarterly account statements, including deposits and expenditures, to RecycleMore, and the statement will be reported to the Board of Directors as a consent calendar item, until the management of the fund is transferred to RecycleMore. All accounting, both deposits and expenditures, while the Compliance Set-Aside Monies are being held by the Board – Designated Representative will be detailed in the quarterly statements noted above.

Summary

The Compliance Set-Aside Monies includes funding for compliance projects associated with AB1826 and SB1383 to be held outside of the Authority's budget, currently, by the Board - Designated Representative. This fund is restricted and may only be used for legislatively mandated compliance costs.

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 25, 2022

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Professional Services Agreement Between the West Contra Costa Integrated Waste Management Authority and Sweetser & Associates, Inc.

ACTION REQUESTED:

Consider a MOTION to APPROVE a new two (2) year professional services agreement with Sweetser and Associates, Inc. for household hazardous waste (HHW) technical and management services, from July 1, 2022 through June 30, 2024, in the amount not to exceed \$46,800.

BACKGROUND:

Sweetser & Associates, Inc. (Consultant) has provided household hazardous waste (HHW) technical and management services for RecycleMore since November 2000. On July 9, 2020, 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 & 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.

DISCUSSION:

The proposed new agreement would provide the same services included in the agreement approved by the Board in June 2018.

Sweetser & 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 & Associates, Inc. for household hazardous waste (HHW) technical and management services, from July 1, 2022 through June 30, 2024.

CONCLUSION:

Staff is recommending continuing RecycleMore's successful consultant relationship with Sweetser & Associates, Inc.

FISCAL IMPACT:

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.

ATTACHMENTS:

[6.4 Attachment 1 - Agreement with Sweetser & Associates, Inc 07-01-22 to 6-30-2024.pdf](#)

[6.4 Attachment 2 - Sweetser Scope of Work 07-01-22 to 6-30-2024.pdf](#)

**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 2022 (Through June 30, 2024), 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, 2024. 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
(510) 609-1215
Fax: (510) 236-1636

Consultant:

Larry Sweetser
Sweetser & Assoc. Inc.
2115 Rheem Ave.
Richmond, CA 94801
(510) 703-0898

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 _____

SCOPE OF WORK
July 1, 2022 - June 30, 2024

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**

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 25, 2022

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Consulting Contract with MRG to Provide Technical and Administrative Support to Implement New Accounting Software

ACTION REQUESTED:

Consider a MOTION to ADOPT Resolution No. 22-07, a consulting contract with MRG for financial and accounting consulting services from May 25, 2022 to August 25, 2022 in the amount of \$20,000.

BACKGROUND:

Recyclemore had provided all their own accounting prior to having a long term employee leave the agency in approximately 2013 or 2014. At that time Hercules volunteered to assist in the accounting and after three or four years Hercules asked the agency to find another city to process the accounting. San Pablo volunteered to assist starting in 2017 and has assisted Recyclemore since that date. Since 2017, the City of San Pablo has performed the accounting, finance, controller, and treasury functions for the Authority. In November of 2020, the Authority hired a Finance and Administrative Services Manager. Upon engaging with MRG in fiscal year 21-22, conversations with the Executive Director and the Finance and Administrative Services Manager began about bringing the bookkeeping, accounting, finance, controller, and treasury functions in-house. After one complete fiscal year, the Authority is ready to bring the bookkeeping, accounting, finance, controller, and treasury functions in-house.

The Authority has previously engaged MRG to provide assistance and advice to the Authority on a variety of fiscal and human resource subject matters in past fiscal years. In keeping with this historical norm, MRG was engaged in FY 21-22 to provide up to 20 hours per month of advisory services to the Authority. MRG had been monitoring hours and expenditures to ensure that costs did not exceed the Executive Director's spending Authority. Fiscal year to date, the Authority has spent \$9,900 with MRG.

DISCUSSION:

The Authority currently contracts with the City of San Pablo for a variety of finance, accounting services, and managing cash investments. The Authority is planning to transition the accounting services from the City of San Pablo to in-house to better manage the financial affairs of the Authority. To that end, the Authority would like to engage MRG to provide professional consulting services to assist with the selection of the accounting software that is appropriate to the size of the Authority and will be economically sound. MRG will also provide technical and operational expertise with bringing the bookkeeping, accounting, finance, controller, and treasury functions in-house. Due to the compacted timeline of this large undertaking, the tasks detailed below will not have a firm completion date of each task. Rather, all other tasks presented below will have the goal of being completed by August 25th, 2022. This engagement is a stand-alone project consisting of the following milestones:

- Task 1 - Selection of the appropriate accounting software that meets the Authority's needs. (Bookkeeping)
- Task 2 - Analysis of the current City of San Pablo's system by conducting a thorough review of the nature of the Authority's current business requirements and processes, identification of the Authority's current financial operations, and make findings and recommendations for improvements to the current fiscal operations. (Finance)
- Task 3 - Based on the analysis above, MRG, in partnership with the Authority, will design a chart of accounts for the accounting system that is relevant to the Authority's business needs and reporting requirements. (Accounting)
- Task 4 - MRG will manage the data migration from the previous system, testing and verifying the data for accuracy. (Controller)
- Task 5 - MRG will test the financial reporting module to ensure it works properly and meets the Authority's needs. (Accounting)
- Task 6 - MRG, in partnership with the Authority, will review the software and ensure it is linked to the appropriate Authority bank accounts and verify the efficacy and accuracy of the interactions. (Treasury)

The current situation of the Authority's fiscal costs for outsourcing the bookkeeping, accounting, finance, controller, and treasury functions are currently more than \$30,500 per year. Additionally, a Board – Designated Representative holds the Compliance Set-Aside Monies at zero cost to the Authority.

The City of San Pablo would charge the Authority a minimum of \$4,800 annually or \$400 per month. If the Authority moves the bookkeeping, accounting, finance, controller, and treasury functions in-house then the Authority, after year 1, will save revolving and recurring costs of at least \$35,500 annually.

CONCLUSION:

The compelling business reason for approval of this request is the on-going cost reductions to the benefit of the Authority. Due to this transition, the Manager of Finance and Administrative

Services will become the bookkeeper, accountant, financial controller, and the treasurer which is a considerable increase in additional responsibility.

In the first fiscal year, the Authority will have a net savings of as much as \$15,500 (\$35,500 the total cost of having the City of San Pablo perform the above-mentioned services less \$20,000 which is the cost of the proposed contract) and perhaps more. The savings for the second fiscal year and thereafter will be a minimum of \$35,500 annually.

Staff recommends that the Board approve the proposed contract between the Authority and MRG.

FISCAL IMPACT:

The total project budget of \$20,000 is comprised of the following tasks to be completed in chronological order:

- Task 1: \$3,000 – Projected Completion May 2022
- Task 2: \$3,750 – Projected Completion June 2022
- Task 3: \$3,000 – Projected Completion June 2022
- Task 4: \$5,750 – Projected Completion July 2022
- Task 5: \$2,250 – Projected Completion July 2022
- Task 6: \$2,000 – Projected Completion August 2022
- Mileage: \$250

Total Project Cost: \$20,000

ATTACHMENTS:

[8.1 Attachment 1 - Recyclemore Proposal Conversion Final 2022.pdf](#)

[8.1 Attachment 2 - Contract Sole Source with MRG for Accounting Software Conversion & Implementation.pdf](#)

[8.1 Attachment 3 - Resolution 22-07.pdf](#)



**Proposal to Provide Technical Services for Selection of an Alternative
System and Conversion of the Agency's
Financial Accounting Systems to an In-House
Independent System**



MUNICIPAL RESOURCE GROUP, LLC
P.O. Box 561
Wilton, CA 95693
510-915-4376



February 22, 2022

Peter Holtzclaw
Executive Director
Recyclemore—West Contra Costa Integrated Waste Management Authority
3220 Blume Drive - Suite 198
Richmond, CA

Dear Mr. Holtzclaw,

Municipal Resource Group is pleased to provide this proposal to provide technical services associated with the Agency converting its current accounting system from an external supplier to an in-house staff managed system.

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

We are pleased to be able to submit our proposal using one of Municipal Resource Group's consultants to conduct these activities. Getachew Demeku-Ousman has extensive technical expertise in selection, installation and operation of accounting software for public agencies. Mr. Demeku-Ousman recently provided these services to the Rodeo Hercules Fire District.

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

Sincerely,

Mike Oliver, President
Municipal Resource Group, LLC

Proposal to Provide Technical Services for Selection of an Alternative System and Conversion of the Agency's Financial Accounting Systems to an In-House Independent System

Project Background

The West Contra Costa Integrated Waste Management Authority (Recyclemore) has requested Municipal Resource Group provide technical services to the District to facilitate its selection, purchase, installation and operation of an independent Agency controlled and managed accounting system. The engagement involves Getachew Demeku-Ousman researching available independent accounting systems, recommending a preferred choice that meets the Agency's requirements, managing the installation of the system, designing a chart of accounts, specifying the Agency's migration process, insuring the conversion is complete, testing the reporting module and ensuring the accounting software is linked to and functions with the Agency's banking provider.

Portions of the work will be completed at the Agency offices and portions on a remote basis. The engagement will require one MRG consultant who will be managed by an MRG principal.

Project Description

Currently, the West Contra Costa Integrated Waste Management Authority (WCCIWMA) contracts with the City of San Pablo for bookkeeping and accounting services and managing its cash investments. The Authority is planning to transition its accounting services from the City of San Pablo to in-house to manage its own financial affairs. To that end, WCCIWMA is amending its existing contract with MRG to provide a professional consulting service to select an accounting software that is appropriate to the size of the agency and economically sound. This engagement is a stand-alone project which will require development of a timeline and delivery date.

The project components required include:

1. Selection of the appropriate accounting software that meets the Authority's needs.
2. Analysis of the current City of San Pablo's system by conducting a thorough review of the nature of the Authority's current business requirements and processes, identification of the Agency's current operations and make findings and recommendations for improvements and refinement of the current operations.
3. Based on the analysis above, MRG will design a chart of accounts for the accounting system that is relevant to the Authority business and reporting requirements.

4. MRG will manage the data migration from the previous system, testing and verifying the data accuracy.
5. MRG will test the financial reporting module to ensure it works properly and meets the Authority's needs.
6. Review the software and ensure it is linked to the appropriate Agency bank accounts and verify the efficacy and accuracy of the interactions.

Consultants Assigned to this Project

Municipal Resource Group is proposing an experienced professional to conduct this project for the West Contra Costa Integrated Waste Management Authority:

- *Getachew Demeku-Ousman* has extensive private sector consulting experience. He has successfully completed similar projects for both public and private sector clients.
- *Mike Oliver*, MRG principal managing the project.

At all times during this project engagement, MRG will be an independent contractor. Both agencies confirm the specialized services are distinct from tasks customarily performed by the Agency. The services of consultant specifically do not include hiring, firing, or supervising of any Agency personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at Commission, Board or Council meetings.

Project Cost

The total project budget of \$20,000 is comprised of the following tasks:

Task 1	\$3,000
Task 2	\$3,750
Task 3	\$3,000
Task 4	\$5,750
Task 5	\$2,250
Task 6	\$2,000
Mileage/Misc.	<u>\$ 250</u>
Total Project Cost:	\$20,000

The current Municipal Resource Group hourly rates for these consultants are:

Mike Oliver	\$250.00
Getachew Demeku-Ousman	\$160.00

Billable monthly based on a percentage of the project completed, plus authorized reimbursable expenses.

Getachew Demeku-Ousman – Finance & Management Services
MUNICIPAL RESOURCE GROUP, LLC

Telephone: (707) 980-3314

gdemeku@solutions-mrg.com

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

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



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

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

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 25th day of May, 2022 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") (individually "Party" and collectively "the Parties").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RECYCLEMORE AND CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT agrees to perform the services described in CONSULTANT'S February 22, 2022 proposal attached hereto as attachment 2 and incorporated herein by reference ("Services").

2. DELIVERABLES

CONSULTANT shall perform the Services within a 15 week or 90-day timeline commencing upon the execution of this Agreement in coordination between RECYCLEMORE and CONSULTANT.

3. RESPONSIBLE PERSONNEL AND DIRECTION

Mike Oliver will be charged with the completion of the CONSULTANT'S Services under this Agreement. CONSULTANT shall report to and receive direction from Donald Sturman, RECYCLEMORE Manager of Financial and Administrative Services. No person named in this Section, or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of RECYCLEMORE. Such consent shall not be unreasonably withheld.

4. COMPENSATION

CONSULTANT agrees to perform the Services delineated herein and agrees to furnish and pay for all materials, labor, equipment, and taxes which it incurs in providing the such Services, and RECYCLEMORE agrees to make payments for Services completed under the following terms:

A. **Fees.** The total amount payable by RECYCLEMORE to CONSULTANT shall not exceed \$20,000.

B. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by RECYCLEMORE of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of Services for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT'S Services by the Manager of Financial and Administrative Services. The final invoice must contain the final cost and all credits due to RECYCLEMORE.

C. No payment to CONSULTANT will be made prior to approval of

any work, nor for any services performed prior to approval execution of this Agreement.

5. TERM OF AGREEMENT

The term of this Agreement shall be from May 25, 2022 to August 25, 2022 unless earlier terminated or extended by contract amendment in accordance with Sections 6 and 17.

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

All material, data, information, and written, graphic or other work produced specifically for RECYCLEMORE under this Agreement is subject to the unqualified and unconditional right of the RECYCLEMORE to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

A. Upon completion of all Services, ownership and title to all content developed specifically for RECYCLEMORE (herein "deliverables") will automatically be vested in the RECYCLEMORE; and no further agreement will be necessary to transfer ownership to RECYCLEMORE. The CONSULTANT shall furnish RECYCLEMORE all necessary copies of data needed to complete the review and approval process.

B. If any of the deliverables is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to RECYCLEMORE a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

8. SUBCONTRACTORS

A. CONSULTANT may utilize professional subcontractors only as approved in writing by RECYCLEMORE prior to the start of work by the subcontractor.

B. CONSULTANT shall pay its subcontractors within seven (7) calendar days from receipt of each payment made to CONSULTANT by RECYCLEMORE.

C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

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 written amendment to this Agreement in accordance with compensation rates to be negotiated at that time.

10. INDEPENDENT CONTRACTOR

A. Independent Contractor. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of RECYCLEMORE. RECYCLEMORE shall have the right to control CONSULTANT only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Sections 3 and 8; however, otherwise RECYCLEMORE shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by RECYCLEMORE.

B. Consultant No Agent. Except as RECYCLEMORE may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of RECYCLEMORE in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind RECYCLEMORE to any obligation whatsoever.

11. NONDISCRIMINATION

The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information of any person, race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

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. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

13. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement, 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) month (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 Services. In the event of abandonment or suspension of Services 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. Payment by RECYCLEMORE of such compensation shall be considered full and final settlement of all Services performed by the CONSULTANT under this Agreement.
- D. In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, ownership of Deliverables and indemnification, will survive termination and remain binding upon the Parties.

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 Services hereunder by the CONSULTANT and its officers, agents, representatives, employees, volunteers 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 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. **Professional Liability Insurance.** CONSULTANT, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS \$150,000 per claim.

E. **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.
- F. **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.
- G. **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, with the exception of the Professional Liability Insurance, 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.
- H. **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.
- I. **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.
- J. **Subcontractors as Insureds.** Since RECYCLEMORE 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 subcontractor shall be subject to all of the requirements stated herein.
- K. **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 RECYCLEMORE shall contribute to a loss under the policies required by this Agreement and (b) RECYCLEMORE 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 RECYCLEMORE prior to making such changes.
- L. **Certificates.** CONSULTANT shall, within fifteen (15) calendar days of the date first written above, deliver to RECYCLEMORE 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.

- M. **Premiums.** Premiums for any insurance coverage shall be paid by CONSULTANT and shall not be billed as a CONSULTANT Services or subcontractor charge under this Agreement.
- N. **Failure to Obtain Insurance.** If CONSULTANT or CONSULTANT's subcontractor fail to procure and maintain any insurance required by this Agreement, RECYCLEMORE may take out and maintain, at CONSULTANT's expense, such insurance as other contractors 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.

19. INDEMNIFICATION

CONSULTANT shall indemnify, hold harmless and assume the defense of with counsel reasonably acceptable to RECYCLEMORE, in any actions at law or in equity or in any administrative proceeding, the RECYCLEMORE, its Member Agencies, their officers, employees, agents and elective and appointive boards, from all claims, fines, losses, including costs and attorneys' fees, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of the sole or active negligence, errors or omissions, or the willful misconduct of CONSULTANT or ,any person directly or indirectly employed by or acting as agent for CONSULTANT, directly or indirectly related to the provision of any Services provided hereunder, but not including the sole or active negligence, or the willful misconduct of the RECYCLEMORE.

RECYCLEMORE agrees to indemnify, hold harmless and assume the defense of with counsel reasonably acceptable to CONSULTANT (and its officers, employees, and agents) from all claims, fines, losses, including costs and attorneys' fees, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of the sole or active negligence, , or the willful misconduct of RECYCLEMORE or any person directly or indirectly employed by or acting as agent for RECYCLEMORE, directly or indirectly related to the use of any Services provided hereunder, but not including the sole or active negligence, or the willful misconduct of the CONSULTANT.

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.

This Section 19 shall survive termination of the Agreement.

20. MISCELLANEOUS PROVISIONS

- A. Except for the duty to make payments hereunder when due, if either Party is prevented from carrying out its obligations under this Agreement by fire, flood, act of God, terrorism, war (declared or undeclared), boycott, lock out,

war, labor or civil disturbance, public disaster, or any other cause beyond such Party's reasonable control, then such Party's performance shall be excused during the period of such events and for a reasonable period of recovery thereafter, and the time for performance of such obligations shall be automatically extended for a period of time equal to the duration of such events; provided, however, that the Party claiming force majeure shall promptly notify the other Party of the existence of such force majeure, shall use all commercially reasonable efforts to avoid or remedy such force majeure and shall continue performance hereunder with the utmost dispatch whenever such force majeure is avoided and remedied. When such circumstances arise, the Parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

- 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 contract shall prevail and preside.
- E. The CONSULTANT and any subcontractors shall obtain and maintain valid Business Licenses during the term of this Agreement and provide proof upon request.

21. ATTACHMENTS

Attachment 2 – Proposal to Provide Technical Services for Selection of an Alternative System and Conversion of the Agency’s Financial Accounting Systems to an In-House Independent System.

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

RECYCLEMORE

CONSULTANT

By:

By:

Peter Holtzclaw

Mike Oliver

RECYCLEMORE Executive Director

MRG President

RESOLUTION NO. 22 – 07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
APPROVING THE CONTRACT WITH MUNICIPAL RESOURCE GROUP, LLC TO PROVIDE
TECHNICAL SERVICES FOR SELECTION OF AND IMPLEMENTATION OF AN INDEPENDENT
IN-HOUSE FINANCE AND ACCOUNTING SYSTEM

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) requires Board of Directors approval for contracts greater than \$10,000;

WHEREAS, the Authority Board of Directors reviewed the Municipal Resources Group, LLC proposal at a public meeting held on April 14, 2022;

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

The contract set forth in agenda item 8.1 as attachment 2 attached hereto is approved in the amount of Total Project Cost: \$20,000.

ATTEST:

CHAIR OF THE BOARD

Donald W. Sturman, Board Secretary

Dan Romero 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 May 25, 2022 by the following vote:

AYES: Directors: _____

NOES: Directors: _____

ABSENT: Directors: _____



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 25, 2022

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Draft - West Contra Costa Integrated Waste Management Authority Fiscal Year 2022-23 Budget

ACTION REQUESTED:

Provide direction to staff on the Draft FY 2022-2023 Budget as proposed below:

- Staff forecasts revenues to be \$1,367,306; (Attachment 1A)
- Staff proposes a Fiscal Year 2022-23 Operating Budget (Attachment 1B) in the amount of \$1,512,044, including use of reserves in the amount of \$ 554,738 to balance the Operating Fund;
- Staff proposes 6 full-time positions with one part time intern. (Attachment 1C)

BACKGROUND:

The Board approved the FY 2021-22 Budget (Attachment 1F) in June 2021, which included the following:

- Total expenditures of \$1,510,217 which used \$200,000 in reserves;
- Five full time positions and one part-time intern;
- Projected Revenues of \$ 1,236,477

In November 2021, the Board approved the Post-Collection Rate Structure underpinning the Authority's FY 2021-22 Budget. This included:

- The approved rate structure based on Board – Designated Representative processing 166,205 tons (including solid waste, recycling, organics, and dry waste);
- The revenue requirement for post-collection activities totaled \$107.60 per ton. Of this amount, the Board - Designated Representative pays the Authority \$6.70 per ton per month to cover the Authority's expenses, as outlined in the Post Collection Agreement. El Cerrito also pays a monthly amount based on a volume amount equal to 7.5% of the total tonnage.

DISCUSSION:

Summary of the Operating Fund Budget

Operating Fund Revenues - Fiscal Year 2022-23 Operating Fund Recommended Budget revenues are estimated at **\$1,367,306**. There are four primary sources of Operating Fund revenue. The first source is fees paid by Board - Designated Representative to RecycleMore as required under the Post-Collection Agreement. The second is a monthly 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.

Board - Designated Representative Services Payments	\$ 1,042,296
El Cerrito Payments	\$ 84,510
HHW & Oil Program	\$ 233,000
Interest	\$ 7,500
Total	\$ 1,367,306

The proposed FY 2022-23 budget accounts for revenue and expenses and their impacts on the fund balances and the Authority’s programs and services.

Operating Fund Expenses – Proposed FY 2022-23 Operating Fund Expenses are **\$1,512,044**

The FY 2021-22 operating expenses (Attachment 1F) were budgeted at \$ 1,637,026. The major categories and amounts in the recommended FY22-23 Budget compared to FY21-22 are:

	<u>FY22-23</u>	<u>FY21-22</u>
Personnel	\$ 944,394	\$907,424
Professional Services	\$ 292,500	\$309,100
Program Direct Expenses	\$ 118,800	\$149,170
General Expenses	\$ 93,198	\$ 82,998
Grant Expenditures	\$ 63,152	\$ 61,525
Total	\$ 1,512,044	\$1,510,217

Personnel – Recommended FY 2022-23 Budget expenses include staff salaries and benefits of **\$ 944,394** as summarized below:

1. The FY 2022-23 Proposed Budget includes funding for six positions (One Executive Director; One Finance & Administration Manager; Two Program Managers; and Two Coordinators)
2. Employee Benefits – There are no new or enhanced benefits in the recommended FY 2022-23 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 5.7% per February Bay Area CPI. Staff is

waiting for the April 2022 CPI numbers to be released on May 11, 2022 at 5:30 am est. Staff will follow the same methodology as was established last fiscal year and adjust the COLA % based on the average of the February and April CPI Numbers when it returns this draft budget at the June Board of Directors Meeting.

4. Temporary Employee – Funding of \$20,000 for one part-time local intern is included in Professional Services and is not part of salaries and benefits.

Professional Services – Professional Services Expenses in the amount of **\$292,500** 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 one-time services and ongoing services, such as post-collection rate setting analysis, various software needs, cell phone plan, website maintenance, and SB1383 outreach projects.

In total, Professional Services in FY 22-23 are forecasted to be \$292,500 compared to FY21-22 at \$309,100.

Program Direct Expenses – Program Direct expenses are used mainly for AB 939 programs supplies and services. The Proposed FY 2022-23 Budget includes \$118,800 compared to last year's \$149,170.

General Expenses – General Expenses are proposed at \$93,198 compared to last year's \$82,998. These are funds used for office supplies, rent, phone, computer and other general office expenses and portrays the impact of inflation.

Use of Reserves – The Proposed FY 2022-23 Budget has total expenses of \$ 1,512,044 and total revenues of \$ 1,367,306. Balancing the FY 2022-23 Proposed Budget would require use of reserves in the amount of \$ 554,738.

Summary of the Recycling Fund Budget (Reserves)

Recycling Fund Revenues – Staff estimates the Recycling Fund will earn about \$12,500 interest during FY 2022-23. There are no other income sources of income for this Fund.

Refer to Attachment 1A for a breakdown of Fund Balances, Revenues and Expenses, 1B for a List of Expenditures, 1C for salary schedules, 1D salary and benefits detail, and 1E for a list of Professional Services.

Discussion of Major Projects

The FY22-23 budget has a number of important projects; the more notable ones are briefly

described here.

On-Going Projects

Recyclist Website (approx. \$15,600 per year for three years)

- RecycleMore’s website was successfully revamped and is now in on-going maintenance mode along with adding new content;

Mattresses (\$20/mattress; approx. \$80,000)

- This is to fund the current cooperative agreement with Board - Designated Representative to process the large volume of mattresses collected and dropped off in the jurisdiction.

Fund Balances

Estimated Fund Balances	6/30/2023	6/30/2022
Operating Fund	\$ 916,627	\$ 506,501
Recycling/Special Projects Fund	\$ 1,022,195	\$ 1,884,559

Board Policy:

- Operating Fund set at 67% of revenues (based on revenues of \$1,367,306, this is \$916,905)
- Recycling/Special Projects Fund at \$662,000

CONCLUSION:

Staff has proposed an FY 2022-2023 Draft Budget as a starting point with the Board to receive direction on a final budget.

FISCAL IMPACT:

Operating Fund Budget – The Proposed FY 2022-2023 Operating Fund Budget includes:

1. Total expenses of **\$1,512,044** and total revenues of **\$1,367,306**.
2. Use of reserves in the amount of **\$ 554,738** to balance FY 2022-23 Operating Budget.
3. Funding for six full time positions.
4. Funding for 1 part time internship.

Recycling Fund Budget (Reserves) – The recommendation for the Recycling Fund Budget consists of appropriating \$ 554,738 to maintain the operating budget at 67% of revenue. For FY21-22, the Board approved use of \$200,000 in reserves to balance the budget but this was not done. For FY22-23, a similar amount of \$210,000 is proposed to cover the shortfall in addition to the \$200,000 approved from FY21-22.

Fund Balances (estimated)

	<u>6/30/2022</u>	<u>6/30/2023</u>
Operating Fund	\$ 506,501	\$ 916,501
Recycling/Special Projects Fund	\$ 1,884,559	\$ 1,022,321

ATTACHMENTS:

- [8.2 Attachment 1A - Budget Summary FY 22-23.pdf](#)
- [8.2 Attachment 1B - Projected Budget.pdf](#)
- [8.2 Attachment 1C - Salary Schedule.pdf](#)
- [8.2 Attachment 1D - Salaries & Benefits.pdf](#)
- [8.2 Attachment 1E - Professional Services.pdf](#)
- [8.2 Attachment 1F - Budget Summary FY 21-22.pdf](#)
- [8.2 Attachment 2 - Resolution 22-06 FY22-23 Budget.pdf](#)
- [8.2 Attachment 3 - FY22-23 Draft Budget Slide Deck.pdf](#)

WCCIWMA FORECASTED FISCAL YEAR 2022-2023 BUDGET		
BASELINE REVENUES AND EXPENDITURES - Operating Fund		
Attachment 1A		
	Operating	Special Project
	Fund	Fund
OPENING FUND BALANCE - July 1, 2022 (Unaudited/Estimate)	\$ 506,501	\$ 1,884,559
REVENUE:		
Revenue from Post-Collection Rates	1,126,806	-
HHW Grant & Oil Payment	233,000	
Interest Income	7,500	12,500
Total Revenues	1,367,306	12,500
EXPENDITURES:		
Salary and Benefits	944,394	-
Professional Services	292,500	-
General Expenditures	93,198	-
Program Direct Expenses	118,800	-
OPEB/UAL payment		320,000
HHW Grant & OPP Expenditures	63,152	-
Total Expenditures	1,512,044	320,000
Total Revenue less Expenditures	(144,738)	(307,500)
Transfer Out		(554,738)
Transfer In	554,738	
PROJECTED YEAR-END FUND BALANCE - June 30, 2022	\$ 916,501	\$ 1,022,321

Fund Balance as a % of Revenue 67.0% 74.8%

**WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
FY2022-2023 Projected Budget
Attachment 1B**

Account Number	Description	Adopted Budget FY2020-21	Audited Actuals FY2020-21	Adopted Budget FY 2021-22	Estimated Actual FY 6/30/2022	Proposed Budget FY 2022-23	Adopted FY 2022-23
780-7800-41000	Salary	541,819.32	504,372.16	611,569.52	510,181.32	653,840	
780-7800-41004	Auto Allowance		-	-	2,400.00	2,400	
780-7800-41200	PERS Retirement	92,140.20	129,786.00	130,850.97	170,411.41	155,076	
780-7800-41310	Medical Insurance	104,134.12	53,895.84	110,100.01	66,701.35	96,509	
780-7800-41901	Other Insurances	31,219.00	3,630.00	38,983.42	10,067.68	18,646	
780-7800-41001	Special OPEB/UAL	350,000.00	-	2,400.00	320,000.00	-	
780-7800-41904	Life Insurance/Dental and Other Insurance	13,000.00	2,881.00	13,520.00	-	17,923	
	<i>Salary and Benefits</i>	<i>1,132,312.64</i>	<i>694,565.00</i>	<i>907,423.92</i>	<i>759,761.76</i>	<i>944,394.07</i>	<i>-</i>
780-7800-42001	Communications	11,760.00	7,161.65	7,876.99	4,942.81	6,179	
780-7800-43300	Memberships/Subscriptions	3,500.00	4,943.12	6,319.10	6,033.87	7,500	
780-7800-43500	Program Costs & Supplies	25,000.00	11,744.61	13,335.41	10,865.47	11,409	
780-7800-43600	Professional Services	471,700.00	324,790.47	309,100.00	339,581.88	292,500	
780-7800-43900	Rent/Building	36,024.00	35,843.26	40,716.43	43,269.41	45,433	
780-7800-44320	Travel/Training Staff	1,000.00	40.00	5,750.00	9,746.67	10,721	
780-7800-44325	Travel/Mileage/Stipends	4,000.00	2,866.08	4,000.00	6,625.31	6,957	
	<i>Service and Supplies</i>	<i>552,984.00</i>	<i>387,389.19</i>	<i>387,097.92</i>	<i>421,065.41</i>	<i>380,698.05</i>	<i>-</i>
780-7800-46300	Software & Equipment>\$5,000		-	5,000.00	5,000.00	5,000.00	
	<i>Capital Outlay</i>	<i>-</i>	<i>-</i>	<i>5,000.00</i>	<i>5,000.00</i>	<i>5,000.00</i>	<i>-</i>
7800	WCCIWMA Operations	1,685,296.64	1,081,954.19	1,299,521.84	1,185,827.17	1,330,092.12	-
7801	General Programs						
780-7801-43500	Program Costs & Supplies	2,000.00	1,800.00	20,700.00	13,386.67	37,000.00	
780-7801-43600	Professional Services	31,000.00	27,727.22	29,000.00	21,090.88	5,400.00	
780-7801-44320	Travel/Training Staff	1,000.00	300.00	520.00	500.00	500.00	
780-7801-44325	Travel/Mileage/Stipends	300.00	-	500.00	-	-	
	<i>Service and Supplies</i>	<i>34,300.00</i>	<i>29,827.22</i>	<i>50,720.00</i>	<i>34,977.55</i>	<i>42,900.00</i>	<i>-</i>
7802	Regional Programs				-		
780-7802-43500	Program Costs & Supplies	-	-	-	-	2,500.00	
780-7802-44320	Travel/Training Staff	200.00	-	-	-	-	
	<i>Service and Supplies</i>	<i>200.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>2,500.00</i>	<i>-</i>

**WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
FY2022-2023 Projected Budget
Attachment 1B**

Account Number	Description	Adopted Budget FY2020-21	Audited Actuals FY2020-21	Adopted Budget FY 2021-22	Estimated Actual FY 6/30/2022	Proposed Budget FY 2022-23	Adopted FY 2022-23
7803	Business Programs				-		
780-7803-43500	Program Costs & Supplies	32,500.00	5,630.84	1,000.00	-	21,500.00	
780-7803-43600	Professional Services	-	-	1,000.00	-	-	
	<i>Service and Supplies</i>	<i>32,500.00</i>	<i>5,630.84</i>	<i>2,000.00</i>	<i>-</i>	<i>21,500.00</i>	<i>-</i>
7804	Commercial Organics						
780-7804-43500	Program Costs & Supplies/Bank F	10,000.00	-	8,000.00	-	-	
780-7804-43600	Professional Services	30,000.00	9,969.35	29,000.00	-	-	
	<i>Service and Supplies</i>	<i>40,000.00</i>	<i>9,969.35</i>	<i>37,000.00</i>	<i>-</i>	<i>-</i>	<i>-</i>
7805	School Programs						
780-7805-43500	Program Costs & Supplies/Bank F	10,000.00	-	10,800.00	-	5,000.00	
780-7805-43600	Professional Services	-	-	-	-	1,000.00	
780-7805-44320	Travel/Training Staff	300.00	-	300.00	-	250.00	
	<i>Service and Supplies</i>	<i>10,300.00</i>	<i>-</i>	<i>11,100.00</i>	<i>-</i>	<i>6,250.00</i>	<i>-</i>
7807	Special Events						
780-7807-43500	Program Costs & Supplies/Bank F	2,000.00	-	3,000.00	-	2,000.00	
780-7807-43600	Professional Services	-	-	-	-	-	
780-7807-44320	Travel/Training Staff	200.00	-	500.00	-	250.00	
	<i>Service and Supplies</i>	<i>2,200.00</i>	<i>-</i>	<i>3,500.00</i>	<i>-</i>	<i>2,250.00</i>	<i>-</i>
7810	WCCIWMA Household Hazardous Waste						
780-7810-43300	Memberships/Subscriptions	5,150.00	5,300.00	5,250.00	5,000.00	5,300.00	
780-7810-43500	Program Costs & Supplies/Bank F	8,000.00	528.46	14,000.00	99.53	12,000.00	
780-7810-43600	Professional Services	25,000.00	8,880.00	25,000.00	12,960.00	25,000.00	
780-7810-44320	Travel/Training Staff	500.00	147.00	500.00	506.67	1,000.00	
780-7810-44325	Travel/Mileage/Stipends	100.00	-	100.00	18.00	100.00	
	<i>Service and Supplies</i>	<i>38,750.00</i>	<i>14,855.46</i>	<i>44,850.00</i>	<i>18,584.20</i>	<i>43,400.00</i>	<i>-</i>
7811	WCCIWMA HHW Grant						
780-7811-43500	Program Costs & Supplies/Bank F	33,500.00	56,789.69	20,000.00	5,798.72	10,000.00	
780-7811-43600	Professional Services	50,000.00	-	9,000.00	4,906.37	5,151.69	
	<i>Service and Supplies</i>	<i>83,500.00</i>	<i>56,789.69</i>	<i>29,000.00</i>	<i>10,705.09</i>	<i>15,151.69</i>	<i>-</i>

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
FY2022-2023 Projected Budget
Attachment 1B

Account Number	Description	Adopted Budget FY2020-21	Audited Actuals FY2020-21	Adopted Budget FY 2021-22	Estimated Actual FY 6/30/2022	Proposed Budget FY 2022-23	Adopted FY 2022-23
7870	Oil Payment Program						
780-7870-43500	Program Costs & Supplies/Bank F	36,580.00	40,870.49	18,925.00	17,437.75	28,000.00	
780-7870-43600	Professional Services	19,000.00	17,750.00	12,600.00	4,200.00	20,000.00	
780-7870-44320	Travel/Training Staff	2,000.00	(725.00)	1,000.00	-	-	
	<i>Service and Supplies</i>	<i>57,580.00</i>	<i>57,895.49</i>	<i>32,525.00</i>	<i>21,637.75</i>	<i>48,000.00</i>	<i>-</i>
TOTAL EXPENDITURES		1,984,627	1,256,922	1,510,217	1,271,732	1,512,044	-

**West Contra Costa Integrated Waste Management Authority
July 1, 2023 Compensation Schedule Steps
Attachment 1C**

Class Title	Class	Cola Assumption FY 2022-23 Salary Rate	5.7%		5.7%		5.7%		5.7%	
			Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)			
Executive Director	Exempt	Monthly	\$ 14,781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Semi-Monthly	\$ 7,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Hourly	\$ 98.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Annually	\$ 177,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,375.00
Manager of Finance & Admin. Manager	Exempt	Monthly	\$ 9,354	\$ 9,822	\$ 10,313	\$ 10,828	\$ 11,789	\$ 11,789	\$ 11,789	\$ 11,789
		Semi-Monthly	\$ 4,677	\$ 4,911	\$ 5,156	\$ 5,414	\$ 5,895	\$ 5,895	\$ 5,895	\$ 5,895
		Hourly	\$ 62.36	\$ 65.48	\$ 68.75	\$ 72.19	\$ 78.59	\$ 78.59	\$ 78.59	\$ 78.59
		Annually	\$ 112,248	\$ 117,861	\$ 123,754	\$ 129,941	\$ 141,469	\$ 141,469	\$ 141,469	\$ 141,469
			5.00%	5.00%	5.00%	5.00%	5.70%			
Sr. Program Manager Rec/HHW	Exempt	Monthly	\$ 9,354	\$ 9,822	\$ 10,313	\$ 10,828	\$ 11,789	\$ 11,789	\$ 11,789	\$ 11,789
		Semi-Monthly	\$ 4,677	\$ 4,911	\$ 5,156	\$ 5,414	\$ 5,895	\$ 5,895	\$ 5,895	\$ 5,895
		Hourly	\$ 62.36	\$ 65.48	\$ 68.75	\$ 72.19	\$ 78.59	\$ 78.59	\$ 78.59	\$ 78.59
		Annually	\$ 112,248	\$ 117,861	\$ 123,754	\$ 129,941	\$ 141,469	\$ 141,469	\$ 141,469	\$ 141,469
			5.00%	5.00%	5.00%	5.00%	5.70%			
Program Manager Outreach	Exempt	Monthly	\$ 9,376	\$ 9,910	\$ 10,475	\$ 11,072	\$ 11,703.48	\$ 11,703.48	\$ 11,703.48	\$ 11,703.48
		Semi-Monthly	\$ 4,688	\$ 4,955	\$ 5,238	\$ 5,536	\$ 5,852	\$ 5,852	\$ 5,852	\$ 5,852
		Hourly	\$ 62.51	\$ 66.07	\$ 69.84	\$ 73.82	\$ 78.02	\$ 78.02	\$ 78.02	\$ 78.02
		Annually	\$ 112,511	\$ 118,924	\$ 125,703	\$ 132,868	\$ 140,442	\$ 140,442	\$ 140,442	\$ 112,511
			5.70%	5.70%	5.70%	5.70%	5.70%			
Recycling/HHW Coordinator	Non-Exempt	Monthly	\$ 4,846	\$ 5,122	\$ 5,414	\$ 5,723	\$ 6,049	\$ 6,049	\$ 6,049	\$ 6,049
		Semi-Monthly	\$ 2,423	\$ 2,561	\$ 2,707	\$ 2,861	\$ 3,025	\$ 3,025	\$ 3,025	\$ 3,025
		Hourly	\$ 32.31	\$ 34.15	\$ 36.10	\$ 38.15	\$ 40.33	\$ 40.33	\$ 40.33	\$ 40.33
		Annually	\$ 58,153	\$ 61,468	\$ 64,971	\$ 68,675	\$ 72,589	\$ 72,589	\$ 72,589	\$ 58,153
			5.70%	5.70%	5.70%	5.70%	5.70%			
Recycling/HHW Coordinator	Non-Exempt	Monthly	\$ 4,846	\$ 5,122	\$ 5,414	\$ 5,723	\$ 6,049	\$ 6,049	\$ 6,049	\$ 6,049
		Semi-Monthly	\$ 2,423	\$ 2,561	\$ 2,707	\$ 2,861	\$ 3,025	\$ 3,025	\$ 3,025	\$ 3,025
		Hourly	\$ 32.31	\$ 34.15	\$ 36.10	\$ 38.15	\$ 40.33	\$ 40.33	\$ 40.33	\$ 40.33
		Annually	\$ 58,153	\$ 61,468	\$ 64,971	\$ 68,675	\$ 72,589	\$ 72,589	\$ 72,589	\$ 58,153
			5.70%	5.70%	5.70%	5.70%	5.70%			

**Attachment 1D
FY 2022-23 Salary Schedule**

Position	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
Executive Director	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	14,781.25	\$ 177,375.00
Manager of Finance & Admin.	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	\$ 141,468.88
Senior Program Manager	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	11,789.07	\$ 141,468.88
Program Mgr. Outreach	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	8,870.33	\$ 106,444.00
Recycling/HHW Coordinator			4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	\$ 45,833.33
Outreach Coordinator				4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	\$ 41,250.00
Salary Total	47,229.73	47,229.73	51,813.06	56,396.40	56,396.40	56,396.40	56,396.40	56,396.40	56,396.40	56,396.40	56,396.40	56,396.40	\$ 653,840.09
Benefits Total	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	24,212.83	\$ 290,553.98
	71,442.56	71,442.56	76,025.89	80,609.23	80,609.23	80,609.23	80,609.23	80,609.23	80,609.23	80,609.23	80,609.23	80,609.23	\$ 944,394.07

Benefits (% of salary)	44.4%
COLA	1.057

Attachment 1E

FY 22-23 Professional Services Expenditures

COMMENT

Legal Counsel	50,000	
Financial Service- San Pablo	16,000	Half Year Financial Support
Website Maintenance	5,000	
Board Meeting Minutes	7,000	
Annual Financial Audit & OPEB Report	9,800	
Consultants (R3 & MRG & Abbe)	85,000	
Software & Services	11,000	
Monthly IT Maintenance	8,700	
Mattresses Collection & Disposal	80,000	
Intern	20,000	
	\$ 292,500	

WCCIWMA FORECASTED FISCAL YEAR 2021-2022 BUDGET		
BASELINE REVENUES AND EXPENDITURES - Operating Fund		
Attachment 1F		
	Operating	Special Project
	Fund	Fund
OPENING FUND BALANCE - July 1, 2021 (Unaudited/Estimate)	\$ 950,878	\$ 2,210,041
REVENUE:		
Revenue from Post-Collection Rates	1,000,397	-
El Cerrito Payment	75,000	
HHW Grant & Oil Payment	141,080	
Interest Income	20,000	30,000
Total Revenues	1,236,477	30,000
EXPENDITURES:		
Salary and Benefits	907,424	-
Professional Services	309,100	-
General Expenditures	82,998	-
Program Direct Expenses	149,170	-
OPEB/UAL payment		680,000
HHW Grant & OPP Expenditures	61,525	-
Total Expenditures	1,510,217	680,000
Total Revenue less Expenditures	(273,740)	(650,000)
Transfer Out		(200,000)
Transfer In	200,000	
PROJECTED YEAR-END FUND BALANCE - June 30, 2021	\$ 877,138	\$ 1,360,041

Fund Balance as a % of Revenue 70.9% 110%

RecycleMore Board of Directors

5/12/2022

3 Points Bind the FY22-23 Budget Together

1. Our Agency's Mission:
 - Provide cost-effective compliance with state law;
 - Provide effective oversight of the privately-owned IRRF;
 - Protect rate-payer interest;
 - Provide cost-effective waste disposal and diversion while assisting member agencies to meet State mandates
2. The Budget fulfills the Agency's compliance responsibilities.
3. The Budget portrays a good-faith effort if our programs fail to meet State mandates.

Proposed FY22-23 Budget

- \$1,512,044 Total Expenditures
- Estimated Revenues of \$1,367,306
- Use of Reserves totaling \$554,738

Background

- Look at the Budget in coordination with Rates
- Rates are set each November for the calendar year
- Budget and Rates offer a check-in financially and operationally every six months.
- Budget and Rates also need to be viewed in the context of the Authority's Funds (Operating and Reserve) and their balance.

Fund Balances (estimated)

	<u>6/30/2022</u>	<u>6/30/2022</u>
Operating Fund	\$ 506,501	\$ 916,501
Recycling/SP Fund*	\$ 1,884,509	\$ 1,022,321

- Fund Policies:
 - Operating Fund 67% of Revenues
 - Reserve/Special Project Fund \$662,000
- In June 2021, the Board approved \$200,000 to be transferred from the Recycling/SP Fund into the Operating Fund. That did not occur as it was not needed.

The Role of Rates

	\$ Change	2022	2021	2020	2019	2018	2017	2016	2015	2014
	2022 to 2021	Proposed	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Initial
Material Specific	\$ 1.55	\$ 84.42	\$ 82.87	\$ 81.28	\$ 78.62	\$ 76.53	\$ 74.33	\$ 72.61	\$ 70.99	\$ 69.57
HHW	\$ 0.87	\$ 7.73	\$ 6.86	\$ 6.97	\$ 6.78	\$ 6.22	\$ 6.04	\$ 5.75	\$ 6.02	\$ 5.76
Authority Budget	\$ 1.34	\$ 6.70	\$ 5.36	\$ 7.86	\$ 6.44	\$ 6.16	\$ 6.12	\$ 5.43	\$ 5.37	\$ 7.28
Authority Regulatory Compliance	\$ (0.03)	\$ 1.40	\$ 1.43	\$ 1.33	NA	NA	NA	NA	NA	NA
Recycling Rebate	\$ (2.31)	\$ (2.79)	\$ (0.48)	\$ (1.18)	\$ (2.91)	\$ (6.15)	\$ (4.58)	\$ (4.56)	\$ (5.64)	\$ (5.71)
Governmental Fee	\$ 0.04	\$ 10.14	\$ 10.10	\$ 10.00	\$ 9.64	\$ 9.27	\$ 9.18	\$ 10.54	\$ 11.10	\$ 11.51
Total	\$ 1.46	\$ 107.60	\$ 106.14	\$ 106.26	\$ 98.57	\$ 92.03	\$ 91.08	\$ 89.77	\$ 87.84	\$ 88.41

- In November 2021, the Board agreed with staff to increase the Authority's rate per ton to \$6.70.

Discussion: FY22-23 Budget Summary

WCCIWMA FORECASTED FISCAL YEAR 2022-2023 BUDGET		
BASELINE REVENUES AND EXPENDITURES - Operating Fund		
Attachment A-1		
	Operating	Special Project
	Fund	Fund
OPENING FUND BALANCE - July 1, 2022 (Unaudited/Estimate)	\$ 506,501	\$ 1,884,559
REVENUE:		
Revenue from Post-Collection Rates	1,126,806	-
HHW Grant & Oil Payment	233,000	
Interest Income	7,500	12,500
Total Revenues	1,367,306	12,500
EXPENDITURES:		
Salary and Benefits	944,394	-
Professional Services	292,500	-
General Expenditures	93,198	-
Program Direct Expenses	118,800	-
OPEB/UAL payment		320,000
HHW Grant & OPP Expenditures	63,152	-
Total Expenditures	1,512,044	320,000
Total Revenue less Expenditures	(144,738)	(307,500)
Transfer Out		(554,738)
Transfer In	554,738	
PROJECTED YEAR-END FUND BALANCE - June 30, 2022	\$ 916,501	\$ 1,022,321

Discussion

Summary of Operating Fund Budget Forecasted Revenues

Four Sources of Revenue

	\$\$
1. Republic Services Payments	\$1,042,296
2. El Cerrito Payments	\$ 84,510
3. HHW & Oil Programs	\$ 233,000
4. Interest	<u>\$ 7,500</u>
Total	\$1,367,306

Discussion

Summary of Operating Fund Budget Expenses

		<u>FY21-22</u>	<u>Actual</u>
Personnel	\$	907,424	759,762
Professional Services	\$	309,100	339,582
Program Direct Expenses	\$	149,170	53,561
General Expenses	\$	82,998	86,484
Grant Expenditures	\$	61,525	32,343
Total	\$	1,510,217	1,271,732

Discussion

Summary of Operating Fund Budget Forecasted Expenses

		<u>FY22-23</u>
Personnel	\$	944,394
Professional Services	\$	292,500
Program Direct Expenses	\$	118,800
General Expenses	\$	93,198
Grant Expenditures	\$	<u>63,152</u>
Total	\$	1,512,044

Discussion

Summary of Operating Fund Budget Forecasted Expenses

FY 22-23 Professional Services Expenditures

		COMMENT
Legal Counsel	50,000	
Financial Service- San Pablo	16,000	Half Year Financial Support
Website Maintenance	5,000	
Board Meeting Minutes	7,000	
Annual Financial Audit & OPEB Report	9,800	
Consultants (R3 & MRG & Abbe)	85,000	
Software & Services	11,000	
Monthly IT Maintenance	8,700	
Mattresses Collection & Disposal	80,000	
Intern	20,000	
	292,500	
	292,500	

Background

- Compliance activities will be presented and discussed during rate setting in October/November.
 - 1383 Compliance activities: Recyclist; bin labeling; edible food recovery; MOU workplan

Discussion: Major Projects and Compliance

- Website and Other Outreach
- Mattresses Recycling, HHW Events & Outreach
- School Programs
- Compliance Projects (to be discussed during Rate Setting)
 - Recyclist Software
 - Bin Labeling
 - Edible Food

Conclusion

- The budget focuses on meeting the challenge of SB1383 while keeping post-collection rates in check.
- The budget also can be seen, as a whole, as providing a Good Faith Effort for its member cities if the jurisdiction does not meet the diversion goals set and monitored by CalRecycle.



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

www.recyclemore.com