



**Board of Directors Meeting Agenda**  
**Special Meeting**  
Thursday, July 24, 2025  
**6:15 PM**

**Meeting Location:**

**City of El Cerrito Council Chambers**  
**10890 San Pablo Ave**  
**El Cerrito. CA 94530**

This meeting agenda is available online at  
[www.recyclemore.com/about/board-meeting-agendas/](http://www.recyclemore.com/about/board-meeting-agendas/)

**Americans with Disabilities Act**

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**Public Comment**

Members of the public are welcome to address the Board of Directors on items that are within the jurisdiction of the Authority. The Chair will call for public comment during the meeting. 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. This Agenda also contains an agenda item for the Public to address the Board on matters not listed on the agenda. Public Comments are limited to 3 minutes per person and each speaker may speak only once under each agenda item. The Board of Directors may modify and/or waive these provisions. If you wish to make a public comment you may attend the meeting at the location stated above, fill out a Speaker's Card and submit it to the Board Secretary. Members of the public may also submit a comment by email to the Board Secretary at [info@recyclemore.com](mailto:info@recyclemore.com) no later than 11:59 p.m. the day prior to the meeting. Please indicate which item on the agenda you are commenting on in the subject line of your email. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.

**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**

*None.*

**3. Pledge of Allegiance**

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

**4. Ex Parte Communications Disclosures**

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

**5. Public Comment**

*Receipt of public comment on non-agenda matters. This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Authority. Public Comments are limited to 3 minutes per speaker, subject to adjustment by the Chair for orderly administration and timely completion of the meeting agenda. This includes but is not limited to moving immediately to the next speaker after a speaker has completed their comments within the allotted time, prohibiting speakers from yielding or granting their time to another person who is later in the queue to speak or who has already spoken, prohibiting speakers who have already spoken from speaking again regardless of whether it is during the public comment period or on an individual agenda item, and setting when and where in the agenda public comments shall be heard.*

**6. Consent Calendar**

*All matters under the Consent Calendar are considered to be routine and non-controversial. 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 before action is taken on the Consent Calendar by a member of the Board or any interested party, items may be removed from the Consent Calendar and considered separately in the agenda order.*

*Consideration of a motion to approve the following actions:*

**6.1 June 12, 2025 Authority Board Meeting Minutes**

Consider a MOTION to APPROVE the subject minutes

**6.2 Resolution 25-05 Authorization to Provide Account Access for the Local Agency Investment Fund (LAIF)**

MOTION to APPROVE Resolution 25-05 which replaces Resolution 2024-06.

**6.3 Resolution 25-12 Authorization to Provide Account Access (Financial and Administrative Accounts)**

MOTION to APPROVE Resolution 25-12 which replaces Resolution 2024-06.

**6.4 Property/Liability & Auto Insurance Approval (FY25-26)**

Consider a MOTION to APPROVE the FY25-26 Property/Liability & Auto Insurance annual expense of \$14,981.36.

**6.5 Workers' Compensation Insurance Approval (FY25-26)**

Consider a MOTION to APPROVE the FY25-26 Workers' Compensation Insurance annual expense for \$16,283.22.

**6.6 Contact with Nerd Crossing for Professional Information Technology (IT) Monthly Services Approval (July 1, 2023 to June 30, 2026)**

Consider a MOTION to APPROVE the three (3) year contract for Nerd Crossing IT Monthly Services for \$1,730 per month (\$20,760 annually), plus out of regular monthly support overages estimated at \$850 per month (\$10,200 annually) for a total cost of Not-to-Exceed amount of \$30,960, annually.

**6.7 Contract with Harshwal & Company LLC for FY22-23, FY23-24, FY24-25, FY25-26 Audit Services Approval**

APPROVE two (2) Engagement Letters (Contracts) with Harshwal & Company LLC for audit services as follows:

Contract One – An Engagement Letter dated July 19, 2024, for the two fiscal years ending June 30, 2023 and June 30, 2024, in the amount of \$23,000; and

Contract Two – An Engagement Letter dated May 30, 2025, for the two fiscal years ending on June 30, 2025 and June 30, 2026, in the amount of \$26,680; and

Expenses not to exceed \$5,320, for a total cost of \$55,000.

**7. Staff Report**

*Staff will provide updates on recent and upcoming activities.*

**7.1 Staff Report - Executive Director**

Informational only.

**7.2 Staff Report - Recycling and HHW Program Update**

Informational only.

**7.3 Staff Report - Outreach Programs Update**

Informational only.

**8. Regular Agenda Items**

**8.1**

**Amendment to Professional Services Agreement with HF&H Consultants**

APPROVE the Second Amendment to the sole source Professional Services Agreement

(Agreement) with HF&H Consultants (HF&H) in an amount not to exceed \$30,000 for HF&H to continue the scope of work authorized under said Agreement, dated March 14, 2025, which the Authority Board approved by resolution on March 13, 2025, and authorize the Interim Executive Director to execute this Second Amendment.

**9. Board Member and Staff Announcements**

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

**10. Adjournment**

*Consideration of a motion to adjourn. The next regular Board of Directors' Meeting is scheduled for September 11, 2025.*



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

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Steven Duran - Interim Executive Dir

**SUBJECT:** June 12, 2025 Authority Board Meeting Minutes

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**ACTION REQUESTED:**

Consider a MOTION to APPROVE the subject minutes

**BACKGROUND:**

**ATTACHMENTS:**

[ActionMinutes 2025-06-12 - draft.pdf](#)

# WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA) BOARD OF DIRECTORS MEETING MINUTES – JUNE 12, 2025

**Meeting Date | Time 6/12/2025 6:15 PM | Meeting Location City of Richmond, City Council Chambers, 440 Civic Center Plaza, Richmond, CA 94804**

**Meeting called by** Board of Directors  
**Type of meeting** Regular  
**Authority Staff Present** Reka Abraham, Lisa Borreani, Rachel Dice and Viviane Vidal  
Absent: Steve Duran  
**Legal Counsel** John Bakker

**Board Members Present:**  
Directors: C. Zepeda (Chair) Richmond; W. Ktsanes, El Cerrito; D. Bhattarai, Hercules; D. Murphy, Alternate, Pinole; D. Robinson, Richmond; and R. Xavier (Vice Chair) San Pablo  
Absent: J. Brown, Richmond; A. Tave, Pinole, S. Scales-Preston and J. Gioia (Ex-Officio), Contra Costa County,

## CALL TO ORDER/ROLL CALL

Chair Zepeda called the regular meeting of the West Contra Costa Integrated Waste Management Authority (WCCIWMA), also known as RecycleMore, to order at 6:18 P.M.

The Roll Call established the existence of a quorum (Bhattarai, Ktsanes, Murphy, Robinson, Xavier and Zepeda).

Chair Zepeda adjourned into Closed Session at 6:20 P.M.

## CLOSED SESSION

### PUBLIC EMPLOYEE APPOINTMENT

*Title: Executive Director*

Chair Zepeda returned to open session at 6:28 P.M.

Legal Counsel John Bakker stated there was no reportable action taken in Closed Session.

## PLEDGE OF ALLEGIANCE

Chair Zepeda led the Pledge of Allegiance.

## EX-PARTE COMMUNICATIONS & DISCLOSURES

There were no ex-parte communications or disclosures.

## PUBLIC COMMENT

CORDELL HINDLER, Richmond, invited the Board to the Richmond Rotary Club Weekly Meeting to be held on June 13 at 12:30 P.M. at the Country Club, \$35 for lunch; to the Hercules Business Roundtable on August 7 from 7:30 to 9:45 A.M. at Leila by the Bay; and to the Contra Costa Mayors Conference on September 4 hosted by the City of El Cerrito, more information to be provided.

## CONSENT CALENDAR

1. May 8, 2025 Authority Board Meeting Minutes: (Motion to Approve)
2. May 22, 2025 Special Board Meeting Minutes: (Motion to Approve)
3. Clerical Correction – Fiscal Year 2024/25 Edible Food Recovery Grant Allocations: (Motion to Approve corrected FY 2024/25 grant funding allocations from \$59,719 to \$77,107 for food recovery organizations)
4. Job Description for the Position of Executive Director: (Motion to Approve Resolution 25-08 establishing a position description for the Executive Director of the West Contra Costa Integrated Waste Management Authority)
5. Job Description for the Position of Marketing & Operations Manager: (Motion to Approve Resolution 25-07 creating the new position of Marketing & Operations Manager, establishing a job description and a salary range for this position)
6. Job Description for the Position of Deputy Executive Director and Regulatory Manager (Motion to Approve Resolution 25-06, creating the new position of Deputy Executive Director and Regulatory Manager, establishing a job description and a salary range for this position)

**MOTION** by Vice Chair Xavier to approve Consent Calendar Items 1, 2, 3, 4, 5 and 6, as submitted. **SECOND** by Director Bhattarai.

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

## STAFF REPORT

Cliff Feldman introduced himself, and congratulated Reka Abraham and Lisa Borreani for their promotions to the newly established positions of Deputy Executive Director and Regulatory Manager, and Marketing & Operations Manager respectively, and stated those promotions were well deserved. He appreciated the Board's consideration as the next Executive Director and stated that if approved, he would zealously represent the ratepayers and the Member Agencies and provide value to those ratepayers.

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### **Staff Report Item 7.1 – Executive Director**

Recycling & Household Hazardous Waste Program Manager, Reka Abraham, reported that in the absence of Interim Executive Director Steve Duran, who was ill, she would be serving as the Acting Interim Executive Director. She presented the Interim Executive Director's staff report and stated that there were three items on the agenda that interplayed and it was important to approve them to be able to move forward with the other items related to the Post Collection Agreement (PCA) extension, the budget and the rates approval. She added that negotiations continued with Republic Services.

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### **Staff Report Item 7.2 – Recycling and HHW Programs Update | Presenter | Reka Abraham – Recycling & Household Hazardous Waste Program Manager**

The report from the Recycling and Household Hazardous Waste (HHW) Program Manager was presented in writing. There were no questions from the Board.

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**Staff Report Item 7.3 – Outreach Programs Update | Presenter | Lisa Borreani – Outreach Program Manager**

Outreach Program Manager Lisa Borreani advised that her staff report had been presented in writing. She reported that RecycleMore would be at the Pinole Car Show on June 22, 2025, 7:00 A.M. to 3:00 P.M., with a booth to educate residents, car enthusiasts, and DIYers with oil change information and supplies and how to properly recycle used oil.

Ms. Borreani added that Webster Nguyen had resigned from RecycleMore to accept an artist-in-residency program in Thailand. Staff will be actively looking for a coordinator to replace his position.

## **REGULAR AGENDA**

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**Agenda Item 8.1 – DTSC Proposed Regulatory Changes for Hazardous Waste Landfills | Presenter | | Reka Abraham – Acting Interim Executive Director**

Reka Abraham, Acting Interim Executive Director introduced Larry Sweetser, RecycleMore’s Household Hazardous Waste (HHW) Consultant, to provide a verbal update on the California Department of Toxic Substances Control’s (DTSC’s) proposed changes.

Larry Sweetser, Sweetser & Associates, Inc., a Richmond resident and a customer, reported that DTSC had to revise its regulations a few years ago, revise its forms and raise its fees and also determined to evaluate its hazardous waste program. The DTSC issued a management report intended to look at the entire hazardous waste system in California. He stated there were a lot of good things affecting hazardous waste generation and the report would look at ways to reduce waste and look at all its programs. He noted that the California criteria for hazardous waste was different from the federal regulations and it was expensive to do both, when required. Aligning the testing methods from both was critical. He explained there was certain hazardous waste, like large volume hazardous waste, that may not need to go to a hazardous waste landfill, particularly since there were only two hazardous waste landfills in California, at Kettleman Hills and Button Willow. Certain hazardous waste had been allowed into solid waste landfills for many years if following a protocol and standards imposed on those landfills, such as with asbestos. The DTSC was looking with the management report to deal with what had been done with wood waste, contaminated soil and other waste that if following certain requirements that waste could be categorized under “alternative management standards,” managed not at a hazardous waste landfill but at certain landfills that could accept it and not have to be exported out of state.

Mr. Sweetser stated the management plan would come up with some recommendations. The process would have to go through statutory changes and there was a lot of concern. Another issue of concern was wildfires where the wildfire debris, once burned, many times would become hazardous and finding the best way to manage that waste was what the report would look at. He stated there were a lot more steps to go and if there was a concern at all this would be a good time to be engaged. He explained that July 15, 2025 would be the last public meeting (also virtual) in Sacramento and the Board of Environmental Safety was also looking at the issue. The report was coming up with guidelines and recommendations on what could be done. He emphasized that there were many steps to go and significant public scrutiny involved.

Mr. Sweetser responded to comments from the Board and as to what the Board could do, he suggested there were a number of avenues to pursue and there were a number of agencies involved. A lot of hazardous waste generated

was not only from the large operators but also from small businesses, and if there was a way to educate the small businesses, such as source reduction, that could help reduce toxicity and reduce costs.

Mr. Sweetser added that the report was also looking at why products were being produced with hazardous materials in the first place, and input to help large and small businesses and even city departments was encouraged.

Acting Interim Executive Director Abraham explained that the HHW Program included outreach to community members when flyers were provided and where some programs had been focused to switch from toxic materials to reusables, such as with marine flares, and partnering with other organizations that focused on those types of things was important. She noted there were a lot of toxic products on the market and RecycleMore was targeting them one product at a time.

Mr. Sweetser stated the whole criteria of how California managed hazardous waste would be evaluated and would likely be similar to current criteria with respect to a lined landfill, environmental controls to control dust and the quantity of material, and in the case of wood waste and asbestos, the material would be put in a cell and buried immediately; efforts to reduce environmental impacts and environmental emissions from the waste. Landfills required a monthly inspection by the local solid waste agency to ensure that regulations were being followed. There would be controls on how the material would be managed, reported and collected. He noted there was little difference between solid waste landfills and hazardous waste landfills in terms of controls but the problem was the few and far between hazardous waste landfills. Communities were concerned given the limited hazardous waste landfills that might mean the local landfills might become involved. He noted that the report was also looking at impacts to disadvantaged communities.

As to whether the change in classification impacted transportation, Mr. Sweetser stated the materials were being imported to communities now and if the existing facilities were significantly changed by the change in classification there would be environmental reviews to address impacts, which would be part of the discussion. He expected good information to come out of the report. He also clarified that there were no facilities that would take nuclear waste, although there might be processing facilities that would handle that material and opportunities to have that kind of industry available to process that material, which would be under strict guidance. As to whether workers in the industry were concerned with the proposed changes, he stated for those facilities now taking the waste, such as wood waste, there had to be a training program for workers exposed to the material and a monitoring of those workers, which was part of the operational controls (standard OSHA) that would impose safety requirements to protect workers. When there was a special waste, there was an obligation under OSHA that employees be protected and trained.

As to whether older landfills could be re-opened to accept the re-categorized waste, Mr. Sweetser suggested that there was no process now and no discussions of that possibility, which would be extremely unlikely given that significant law changes, including federal law, would be needed to allow that to occur., which was why old landfills had been turned into transfer stations to transport material. As to what impacts there could be to the local communities he stated would depend on the quantity involved.

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**Agenda Item 8.2 – Employment Agreement for Executive Director | Presenter | Reka Abraham – Acting Interim Executive Director**

For public comment, CORDELL HINDLER, Richmond, stated he had read the agreement. He commended the Board and Bob Murray & Associates for the recruitment and supported the approval of Cliff Feldman as the new Executive Director of WCCIWMA.

Acting Interim Executive Director Abraham recommended approval of the Employment Agreement with Cliff Feldman to serve as Executive Director of WCCIWMA, and highlighted the background of the item after the

Employment Agreement with the prior Executive Director had ended in 2024, the recruitment process, the interview of five candidates, and the ultimate selection of Cliff Feldman as the new Executive Director.

Ms. Abraham highlighted the basic terms of the Agreement with Mr. Feldman to fill the Executive Director position at \$204,250 for a three-year term commencing on July 28, 2025. She added that the fiscal impact of the Employment Agreement had been included in the RecycleMore Budget.

**MOTION** by Vice Chair Xavier to approve an Employment Agreement by and between West Contra Costa Integrated Waste Management Authority and Cliff Feldman for services as Executive Director in a form substantially conforming to Attachment 1 to the staff report dated June 12, 2025. **SECOND** by Director Bhattarai.

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

Mr. Feldman was congratulated by the Board and welcomed to the team.

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**Agenda Item 8.3 – Amendment Extending Current Post Collection Agreement | Presenter | Reka Abraham – Acting Interim Executive Director**

Reka Abraham, Acting Interim Executive Director, identified the action to authorize the Interim Executive Director to execute a First Amendment to the current Post Collection Agreement between WCCIWMA and West County Resource Recovery, Inc.; West Contra Costa Sanitary Landfill, Inc.; Golden Bear Transfer Services, Inc.; Richmond Sanitary Services, Inc.; and Keller Canyon Landfill Company for Post-Collection Recycling, and Disposal Services, extending the term through December 31, 2025. The current agreement would expire on June 30, 2025. The Board had directed the Interim Executive Director to negotiate an extension to the contract. The amendments to the current agreement had been successful to extend the services for six months to be able to continue regular services under the existing agreement pending negotiations for a new PCA. She stated the First Amendment would clarify that during the extension period, negotiations for a new PCA would be exclusive solely between the parties in the First Amendment. She recommended approval of the First Amendment to the current agreement.

Ms. Abraham stated that with the extension there would be a change in the material specific rate (only) from \$93.81 per ton to \$144.01 per ton for the extended term only. This would not affect the RecycleMore budget but it would affect ratepayers, resulting in a rate amendment to allow the current provisions of the PCA to continue in addition to the HHW operations, mattress recycling program and the monthly compost program. When the agreement was approved, all other agreements would no longer be in effect and all of the issues currently being negotiated would continue to be negotiated in the new PCA. Not extending the agreement would mean there would be nothing to limit the contractor (Republic Services) from raising rates. In addition, programs that Republic helped RecycleMore deliver would cease until other ways could be found to implement or fund them. She recommended that the extension be approved.

In response to questions, Ms. Abraham stated the exclusivity portion explained that RecycleMore would be negotiating exclusively with Republic Services for the new agreement, and at the time of negotiations during the term RecycleMore would be locked into negotiations with the service contractor.

Director Robinson expressed concern for the significantly greater material specific rate that would impact ratepayers, and Ms. Abraham explained that the Board had directed the Interim Executive Director to negotiate terms for a six-month extension to be able to extend the current services. The negotiations had been unable to eliminate that increase and approval of the agreement would implement that increased rate for the term of the extension only.

Director Robinson understood the need for the extension but sought some dialogue with the public to explain the increased rate during the extension period. She verified with staff that the new rate would become effective July 1, 2025 and residents' next bill thereafter would reflect that increased portion of the new rate. Legal Counsel John Bakker agreed that some public outreach could be pursued at the discretion of the Board.

Director Bhattarai agreed with the need to inform the public of the Board's need to extend the agreement for six months and to accept an unavoidable increase in the rate with an impact to ratepayers.

Ms. Abraham clarified that the outreach to ratepayers should reflect that the increased rate would be specifically for the second half of the calendar year and that RecycleMore was still in negotiations for the new agreement with no information at this point what that would look like. She stated if directed by the Board, RecycleMore staff could create an outreach plan and when moving forward with the negotiations for the Board to realize and the residents to learn that the services needed to continue to be provided and the Board was doing everything it could to get the best deal possible for West County residents.

On the continued discussion, whether or not the public outreach should occur prior to the approval of the extension agreement, Ms. Abraham stated that a rate setting hearing was normally held in November each year, and RecycleMore meetings in general were always open to the public. She clarified that this rate setting did not fall under Proposition 218 and that a Proposition 218 process was not required to increase the rate.

On the further discussion after the motion and second to approve, a provision was added to design and conduct a public information process to help inform ratepayers of the short-term increase in cost and allow an opportunity for public questions and feedback prior to the release of the next quarterly bill, within 90 days.

**MOTION** by Director Robinson to Authorize the Interim Executive Director to execute the First Amendment to the Agreement Between the West Contra Costa Integrated Waste Management Authority and West County Resource Recovery, Inc.; West Contra Costa Sanitary Landfill, Inc.; Golden Bear Transfer Services, Inc.; Richmond Sanitary Services, Inc.; and Keller Canyon Landfill Company for Post-Collection Recycling, and Disposal Services, extending the term through December 31, 2025, and to design and conduct a public information process to help inform ratepayers of the short-term increase in cost and allow an opportunity for public questions and feedback prior to the release of the next quarterly bill, within 90 days. **SECOND** by Director Murphy.

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

AYES:	Bhattarai, Murphy, Robinson, Xavier, Zepeda
NOES:	Ktsanes
ABSTAIN:	None
ABSENT:	Brown

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**Agenda Item 8.4 – Approve Fiscal Year (FY) 2025/26 Authority Budget and Approve a Change to the Reserves Policy | Presenter | Reka Abraham – Acting Interim Executive Director**

Reka Abraham, Acting Interim Executive Director reported that the item represented a follow-up from the workshop held in May 2025, and involved two actions: to consider and approve Resolution 25-09 (R-1) adopting the Fiscal Year 2025-26 Budget and Compliance Fund as proposed by staff; and to consider and approve Resolution 25-10 (R-2) establishing the Operating Fund Reserve minimum balance, to be fixed at 67 percent of the Operating Budget, and lowering the Recycling Fund Reserve to a minimum balance of \$100,000.

Ms. Abraham explained that in July 2024, the Board had approved the FY 2024-25 Budget with Total Revenues of \$1,197,910, and Total Expenditures of \$1,706,173, which included a \$508,336 Deficit. In order to balance that budget, the Board had approved a transfer of \$878,667 from the Recycling Fund Reserve to the Operating Budget. For the Budget Ending June 30, 2025, the FY 2024-25 Projected Revenues were now estimated at \$1,463,869 with \$1,974,457 in Expenditures, and a Deficit of \$510,588. For this year, proposed post-collection revenues were \$2,099,051 with interest revenues of \$50,800 for Total Operating Revenues of \$2,149,851. The post-collection revenues would add \$100,000 to the Operating Fund Reserves to help meet the 67 percent Operating Fund Reserve Policy requirement. With that, she noted that there would be a much smaller deficit this year of \$100,000 that would need to be funded for the Operating Reserves.

Ms. Abraham also highlighted the Compliance Fund, noted that expected expenses were less than anticipated and there was more than enough in the budget to cover expenses. She clarified that the Compliance Fund was a restricted fund specific to regulatory expenditures, at this time for SB 1383 expenses, that was currently sitting with Republic Services but which would be transferred back to RecycleMore. At the end of the fiscal year with the transfer and expected expenses, the Compliance Fund projected closing balance would be slightly more than \$61,000 and no additional revenues were needed for the Compliance Fund this year.

Ms. Abraham highlighted the other elements of the FY 2025-26 Budget under Personnel with a total budget of \$1,223,228 for six positions, including the new position classifications; under Operational Expenses at \$533,328; Professional Services at \$311,030; and Program Expenses at \$242,495.

Vice Chair Xavier reported that San Pablo staff did not support the proposed \$30,000 increase to the HHW Program for marine flares one-day collection, which funding had been required because the usual grant funding had not been forthcoming this year to cover the expense of the event.

In response, Ms. Abraham stated the \$30,000 for ratepayer impact was quite small, although the impact of the collection program was large given the communities situated along the Bay and given that all boaters were required to have marine flares if going into open ocean. She emphasized that marine flares were toxic and hazardous, expired whether they were used or not, and there was no outlet for disposal, and there was no collection space for the material and the flares were either in the garbage trucks, in communities, or being hoarded in homes that created a public safety issue. She stated the program, which had been funded by grants the last three years saved the community the environmental and public safety impacts. Over the years, the collection program had collected hundreds of marine flares and she recommended the Board take that into consideration when considering this one-time impact on the budget. She expressed a hope to get the grant funding from CalRecycle next year.

Director Robinson asked if the \$30,000 had already been included in the budget and Ms. Abraham affirmed that the program section included all planned events, including the \$30,000 for marine flare collection.

As to how the programs impacted rates, Ms. Abraham stated the program budget would require a \$0.26/month increase for a 35-gallon service level for a resident that would represent about \$1.00 on a quarterly bill. She added that last year RecycleMore had underbudgeted so the rate increases in November amounts being expended were not reconciling with the amounts received. To have no impact on the rates whatsoever, some programs would have to be cut. The \$0.26 monthly increase would be on top of the current 35-gallon rate \$13.27.

Director Ktsanes was concerned that with the number of small increases there was an overall impact of a 15 percent increase on rates from the year before. He shared the concern with the \$30,000 cost for marine flares collection, particularly since there was a deficit and he did not support a budget with a deficit.

Director Ktsanes was also concerned about the reduction in the Recycling Fund Reserves from the target of \$662,000 to \$100,000. Given his concerns, he had spoken to El Cerrito City staff and he asked if Christina Leard could speak to the Board to summarize the City's concerns.

In response, Ms. Abraham explained that the decision to reduce the Recycling Fund Reserve from \$662,000 to \$100,000 had been made strategically to reduce the rate impact that residents would receive with this change. Without that reduction, there would be a \$500,000 deficit, which would need to be funded and which would be a significant impact on the rates. She added that the revenue requirement for the post collection rates for the budget included the expenditures for this year plus the \$100,000 to go towards reserves. Even decreasing the Recycling Fund Reserve limit there would still be a \$100,000 deficit in the Recycling Fund Reserve. She stated that \$100,000 in programs could be cut and not fund the Operating Fund Reserve anymore and there would still be a \$500,000 deficit for the Recycling Fund Reserve. She added that staff had spent a lot of time going back and forth on how to reduce the rate impact on residents this year.

Ms. Abraham clarified that the Operating Fund Reserve was the bucket of money intended to balance the budget and the Recycling Fund Reserve had been created for special projects and was a separate account created for regulatory purposes. She referred to the Operating Fund Reserve bucket, the Recycling Fund Reserve bucket, and the restricted account for Compliance Fund activities. Overall, the amount of money in reserve funding with the change would still leave over \$1.4 million in reserves. Without the change, the reserve would be closer to \$1.8 or \$1.9 million.

To clarify, Ms. Abraham explained that nothing from reserves would be pulled for expenses. The Operating Budget was not touching reserves. The Operating Reserve Fund that was nowhere near the 67 percent minimum at this point was being bumped up by using the Recycling Fund Reserve and lowering the minimum requirement on the Recycling Fund Reserve to \$100,000, but overall, there would be still be \$1.4 million in reserve. Since the reserve funds had been quite high over the last few years, the Board had approved the authority to pull from reserves rather than raising rates but that was no longer feasible.

CHRISTINA LEARD, Operations & Environmental Services Division, City of El Cerrito, and a former member of RecycleMore staff, shared some historic knowledge on the item that had been thoroughly considered and approved with Board Resolution 18-02 enacted in June 2018, requiring the balance of Operating Fund Reserves to remain fixed at 67 percent of annual Operating Revenue and the balance of the Recycling Fund Reserve to remain fixed at \$662,000. She emphasized that a lot of time, energy and negotiations, with the help of a consultant, had been involved in the development of that policy. She suggested more thought should be put into any revisions or updates to the policy.

When asked, Ms. Leard noted that the \$662,000 limit had been set with specific parameters pursuant to industry standards, management best practices and a variety of professional sources and to ensure that RecycleMore, member agencies and the public would have adequate funds set aside to address contingent liabilities and opportunities, program and compliance changes, as well as fluctuations in the market. The reserve had been used to reduce impacts for the last several years and the reserves now needed to be replenished.

Director Robinson clarified that there were two reserve accounts and one restricted fund, and there was one policy, which was repeated. Director Robinson asked what the requirements were for how much needed to be in a reserve fund and if there were any expected issues with the recycling fund in the future.

Ms. Abraham clarified the reserve funds involved, the balances, and the proposal to avoid the need for a rate increase. She understood the Recycling Fund Reserve had been created separate from the Operating Fund Reserve to be a special projects fund to move with the market in response to solid waste regulations and changes in programs regarding solid waste, and Ms. Leard affirmed it was also intended to balance potential rate increases.

Ms. Abraham stated the Compliance Fund was specific to regulatory programs in response to changes in the recycling world from the state. That fund did not exist at the time the policy had originally been written. The purpose of the Recycling Fund Reserve in addition to programs was also to protect ratepayers from rate impacts, and without lowering the limit, there would be a \$500,000 deficit, which was a rate impact. She stated the proposal to lower the minimum did not mean the balance could not be increased in the future. As to whether there could be an issue in the future, she reiterated that there was a balance of \$1.4 million in the whole reserve.

Director Robinson questioned whether both reserve funds were needed. She suggested the Operating Fund Reserve and the Recycling Fund Reserve were serving the same purpose, although Ms. Abraham stated that both funds were in one account and one was specified by the Joint Exercise of Powers Authority (JEPA). To combine the funds would require a modification to the JEPA.

Chair Zepeda recommended a presentation in the future to discuss the reserve accounts and the potential changes to the JEPA.

**MOTION** by Director Robinson to Approve Resolution 25-09 (R-1) adopting the Fiscal Year 2025-26 Budget and Compliance Fund as proposed by staff in the staff report dated June 12, 2025; and Approve Resolution 25-10 (R-2) establishing the Operating Fund Reserve minimum balance to be fixed at 67 percent of the Operating Budget, and lowering the Recycling Fund Reserve to a minimum balance of \$100,000. **SECOND** by Vice Chair Xavier.

On the question, Director Ktsanes asked whether a motion to defer the item to the next meeting for a further discussion pending the onboarding of the new Executive Director made sense, although he was cautioned that to defer the change in the resolution the option would be to approve a budget with a \$500,000 deficit. The Budget would need to be approved prior to the end of the fiscal year on June 30, 2025. It was clarified that approving the Budget now did not mean that the policy could not be changed in the future.

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

AYES:	Bhattarai, Murphy, Robinson, Xavier, Zepeda
NOES:	Ktsanes
ABSTAIN:	None
ABSENT:	Brown

---

**Agenda Item 8.5 – Public Hearing to Consider Adoption of Resolution to Approve a Mid-Year Rate Adjustment for the 2025 Post Collection Rates for July 1, 2025 to December 31, 2025 | Presenter | Reka Abraham – Acting Interim Executive Director**

Reka Abraham, Acting Interim Executive Director requested that the Board hold a public hearing to consider the adoption of Resolution 25-11 to approve a Mid-Year Rate Adjustment for the 2025 Post Collection Rates for July 1, 2025 to December 31, 2025, to the 2025 Post-Collection Rates for the Republic Services Collection Service Area as set forth in the resolution.

Chair Zepeda opened the Public Hearing.

Acting Interim Executive Director Abraham reported that pursuant to Article 5 of the current PCA, Republic's sole compensation for services provided to RecycleMore were charged by the Post Collection Rate determined by the Blended Per Ton Rate, which included a number of components that she highlighted.

The PC rates were charged by Republic to Richmond Sanitary Service, which provided solid waste collection services to RecycleMore's member agencies except El Cerrito, which had its own Post-Collection Agreement that would expire December 31, 2025, and El Cerrito set its own post-collection rates. While the rates had been set in November 2024, the Board was advised that the rates would have to reset mid-year given that the agreement would expire on June 30, 2025, although that agreement had since been extended to December 31, 2025. As earlier reported, the material specific mid-year rates were increasing from \$93.81 per ton to \$144.01 per ton, a \$50.20 per ton increase. With the RecycleMore budget just approved, there would be a rate increase in the RecycleMore per ton rate from \$10.22 per ton to \$12.57 per ton, an increase of \$2.35 per ton. She clarified that only two components of the Blended Rate would be changed; the material specific rate component and the RecycleMore component. Overall, there would be a 43 percent increase on the Blended Rate from \$121.81 per ton to \$174.35 per ton, an increase of \$52.54 per ton.

With the information about the new Blended Per Ton Rate, Ms. Abraham identified the methodology used to identify the proposed rates for residential customers (per cart size), commercial customers (per cubic yard), and industrial customers (per ton). With the increased rate, residential customers would see per month increases by cart size of \$3.26 (20-gallon); \$5.73 (35-gallon); \$10.65 (65-gallon) and \$15.99 (95-gallon) carts; commercial customers would see increases of \$5.12 per cubic yard and industrial customers would see a \$94.21 increase per ton.

Chair Zepeda clarified that the temporary increase in rates is not the same as the rate increase for the new PCA and requested a historical review of why the authority is in this position.

Ms. Abraham clarified the increased rates were specifically for the services provided during the extension, while negotiations continued for the Blended Rate in the new Post Collection Agreement. She also clarified, when asked, why the extension was necessary that the current agreement was set to expire June 30, 2025. As a result, RecycleMore had started a couple of years earlier to pursue the steps necessary to enter into a new Post Collection Agreement and had created an ad hoc committee to review the markets and services in the area to determine whether a Request for Proposal (RFP) or sole source should be pursued. A market evaluation had been done and through the ad hoc committee a sole source negotiation had been pursued with the incumbent, Republic Services. The Board had decided to go with an RFP. She commented that there were a couple of "hang ups" creating the RFP and bringing it forward for approval. RecycleMore started working through a term sheet involving the TAC members from the member agencies to review the term sheet, and it was then requested that rather than a term sheet an entire RFP and an entire draft Post Collection Agreement to go with the RFP should be developed.

The RFP had been brought forward for approval in September 2024, at which time the Board had asked RecycleMore to review a couple of components specific to El Cerrito, and the Board approved the RFP in October 2024 and went out with a date for proposals due December 20, 2024, when one proposal from Republic Services had been received, at which time the Board required RecycleMore to move forward with negotiations with Republic Services. The motion from the Board was that if no other proposals were to come in, the Executive Director and RecycleMore were to work with Republic Services and consider an extension to the agreement to be able to continue negotiations. She clarified the differences between an RFP and a Request for Qualifications (RFQ) and stated the Board had chosen to go with an RFP, which was a more formal process that required the respondent to provide specific information and specific amounts to charge for services. The respondent was required to provide a locked in proposal. Through that process, there had been a number of delays that had resulted in the time crunch approaching the expiration of the existing agreement on June 30, 2025, which had necessitated an extension.

Director Robinson referred to a number of cancelled meetings and other things that had been part of the delays and she clarified that there was more to the story.

Director Ktsanes expressed a desire to reconsider the just-approved budget.

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

Chair Zepeda closed the public hearing

**MOTION** by Vice Chair Xavier to Adopt Resolution 25-11 (Attachment 1 to the staff report dated June 12, 2025) approving the July 1, 2025 to December 31, 2025 mid-year adjustment to the 2025 Post Collection Rates for the Republic Services Collection Service Area as set forth in the exhibits attached to the Resolution. **SECOND** by Director Robinson.

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

## BOARD MEMBER AND STAFF ANNOUNCEMENTS

There were no staff announcements.

Director Ktsanes referred again to the earlier approved budget and the statement in Resolution 18-02 that the approval would have to be unanimous. Since he had voted no to approve Resolution 25-09 (R-1) adopting the Fiscal Year 2025-26 Budget and Compliance Fund as proposed by staff; and to approve Resolution 25-10 (R-2) establishing the Operating Fund Reserve minimum balance to be fixed at 67 percent of the Operating Budget, and lowering the Recycling Fund Reserve to a minimum balance of \$100,000, he expressed a willingness to change his vote to make that approval unanimous.

Legal Counsel Bakker explained that a Board resolution could not prevent a future majority of the Board from amending the resolution and he was comfortable that the action earlier taken was lawful.

Director Robinson referred to her role as a Boardmember for the California Department of Food & Agriculture and reported that a recent presentation to that Board on SB 54 related to producer responsibility had been very interesting. She suggested the RecycleMore Board might want to monitor that legislation to see if it might impact RecycleMore operations.

Acting Interim Executive Director Abraham stated she would love to give a presentation on SB 54.

## ADJOURNMENT

With consensus of the Board, Chair Zepeda adjourned the meeting at 8:24 P.M. to the next regular Board meeting scheduled for July 10, 2025 at 6:15 P.M.

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I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Board meeting held June 12, 2025.

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Board Secretary

Date



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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Lisa Borreani - Marketing & Ops Mgr

**SUBJECT:** Resolution 25-05 Authorization to Provide Account Access for the Local Agency Investment Fund (LAIF)

---

**ACTION REQUESTED:**

MOTION to APPROVE Resolution 25-05 which replaces Resolution 2024-06.

**BACKGROUND:**

This Resolution replaces the previous approved resolution 2024-06 and separates out the Local Agency Investment Fund (LAIF) from the other Administrative and Financial accounts Resolution, per the request of the Local Agency Investment Fund (LAIF) customer service team, with the request to keep it a separate Resolution.

**DISCUSSION:**

This resolution is needed as a formality for the Authority staff to access and manage a variety of operational accounts, and two authorized users/signers are required on this account.

This agenda item and resolution is specifically referencing the account access of the Local Agency Investment Fund (LAIF), to add on Cliff Feldman, Executive Director, and Reka Abraham, Deputy Executive Director & Regulatory Manager, as well as keeping Lisa Borreani on the account, however adjusting the new title change to Marketing & Operations Manager, and removes account access for Steven Duran, Interim Executive Director.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

[Agenda Item 6.2 - Attachment 1: Resolution 25-05 LAIF Account Access](#)

**RESOLUTION NO. 25-05**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY AUTHORIZING ACCOUNT ACCESS AND INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Authority;

**NOW, THEREFORE, BE IT RESOLVED, THE BOARD OF DIRECTORS OF THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY** hereby authorizes the deposit and withdrawal of West Contra Costa Integrated Waste Management Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows:

Section 1. The following officers holding the title(s) specified hereinbelow **or their successors** in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Name: Cliff Feldman

Name: Reka Abraham

Name: Lisa Borreani

Title: Executive Director

Title: Deputy Executive Director &  
Regulatory Manager

Title: Marketing &  
Operations Manager

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Section 2. This Resolution replaces Resolution 2024-06 (which is rescinded) and shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

Section 3. The Local Agency Investment Fund (LAIF) account requires at least two authorized persons on the account.

**PASSED AND ADOPTED**, by the Board of Directors of the West Contra Costa Integrated Waste Management Authority on July 24, 2025.

**ATTEST:**

**CHAIR OF THE BOARD:**

_____		_____	
Viviane Vidal, Board Secretary	Date	Cesar Zepeda, 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 on July 24, 2025 by the following vote:

AYES: Directors: \_\_\_\_\_

\_\_\_\_\_

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

ABSENT: Directors: \_\_\_\_\_

\_\_\_\_\_  
Viviane Vidal, Board Secretary

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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Lisa Borreani - Marketing & Ops Mgr

**SUBJECT:** Resolution 25-12 Authorization to Provide Account Access (Financial and Administrative Accounts)

---

**ACTION REQUESTED:**

MOTION to APPROVE Resolution 25-12 which replaces Resolution 2024-06.

**BACKGROUND:**

This Resolution 25-12 replaces the previous approved Resolution 2024-06 with new and revised Authority staff members, and also separates out the Local Agency Investment Fund (LAIF) Resolution 2025-05 Resolution at the request of the LAIF account team.

**DISCUSSION:**

This Resolution is needed as a formality for the Authority staff to access and manage a variety of operational accounts, and most of the accounts require two authorized users/signers.

This Resolution allows authorized account access to the below listed accounts for the following staff members: Cliff Feldman, Executive Director; Reka Abraham, Deputy Executive Director & Regulatory Manager; Lisa Borreani, Marketing & Operations Manager; and Viviane Vidal, Office Administrator:

- CalPERS
- Mechanics Bank Checking Accounts
- Mechanics Bank Credit Card
- BASIC
- Mission Square Retirement
- Comcast Business Services (Internet and Mobile)
- Intuit/QuickBooks
- Heartland Payroll
- Amazon

- Guardian
- VSP
- Health Care Employees/Employers Dental Trust

In addition, this Resolution allows the account access removal of Steven Duran, Interim Executive Director, to the above-listed accounts.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

[Agenda Item 6.3 - Attachment 1: Resolution 25-12 Financial and Administrative Account Access 071725](#)

**RESOLUTION NO. 25-12**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST CONTRA COSTA  
INTEGRATED WASTE MANAGEMENT AUTHORITY AUTHORIZING FINANCIAL AND  
ADMINISTRATIVE ACCOUNT ACCESS**

**WHEREAS**, the Board of Directors of the West Contra Costa Integrated Waste Management Authority (WCCIWMA)/RecycleMore, has deemed it necessary and in the best interest of the Authority to allow access to financial and administrative accounts for the purpose of managing the affairs of the Authority, as needed in the best interest of the Authority.

**BE IT RESOLVED**, the Board of Directors of the West Contra Costa Integrated Waste Management Authority (WCCIWMA)/RecycleMore, that the specified hereinbelow individuals, or their successors, are hereby designated account users, to access accounts, open accounts, administer accounts, and be authorized signatories as listed below (but not limited to), and may execute all documents necessary in order to effectuate the purposes of this resolution and transactions indicated here:

**1. Account Access/Authorized Users**

The following employees will be authorized users and have access to associated WCCIWMA/RecycleMore accounts, including (but not limited to), as indicated below:

<b>WCCIWMA/RecycleMore Accounts</b>	<b>Cliff Feldman</b> (Executive Director)	<b>Reka Abraham</b> (Deputy Executive Director & Regulatory Manager)	<b>Lisa Borreani</b> (Marketing & Operations Manager)	<b>Viviane Vidal</b> (Office Administrator)
• Mechanics Bank Checking Accounts	X	X	X	
• Mechanics Bank Credit Cards	X	X	X	
• CalPERS	X	X	X	X
• BASIC	X	X	X	X
• Mission Square Retirement	X	X	X	X
• Comcast Business Services (Internet/Mobile)	X	X	X	X
• Intuit/QuickBooks	X	X	X	X



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 July 24, 2025 by the following vote:

AYES: Directors: \_\_\_\_\_

\_\_\_\_\_

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

ABSENT: Directors: \_\_\_\_\_

\_\_\_\_\_  
Viviane Vidal, Board Secretary

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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Lisa Borreani - Marketing & Ops Mgr

**SUBJECT:** Property/Liability & Auto Insurance Approval (FY25-26)

---

**ACTION REQUESTED:**

Consider a MOTION to APPROVE the FY25-26 Property/Liability & Auto Insurance annual expense of \$14,981.36.

**BACKGROUND:**

The Authority is required to carry and pays for Property/Liability and Auto insurance annually, through the Special District Risk Management Authority (SDRMA), and requires Board approval for this expense.

**DISCUSSION:**

The Authority is required to carry Property/Liability and Auto insurance, and seeks Board approval for this annual expense (July 1, 2025 to June 30, 2026), which is higher than the Executive Director's spending authority.

**FISCAL IMPACT:**

The Property/Liability and Auto insurance annual cost is \$14,981.36 and has been included in the FY25-26 approved budget.

**ATTACHMENTS:**

[Agenda Item 6.4 - Attachment 1: FY25-26 Property, Liability & Auto Insurance \\$14,981.36](#)

# Property/Liability Package Program Invoice

Program Year 2025-26

## West Contra Costa Integrated Waste Management Authority

3220 Blume Drive, Suite 139  
Richmond, California 94806

Invoice Date: 06/09/2025  
Invoice Number: 78228  
Member Number: 7154

Property, Boiler/Machinery, Pollution, Cyber <i>Coverage for 2 reported item(s) valued at (including contents): \$54,595</i>	\$196.25
Mobile/Contractors Equipment <i>Coverage for 0 reported item(s) valued at: \$0</i>	0.00
General Liability*, Errors & Omissions, Employee & Public Officials Dishonesty <i>Certificates: 4 Non-Member Certificate(s)</i>	12,980.97
Auto Liability (includes \$50 charge for non-owned auto coverage) <i>Coverage for 1 reported item(s) valued at: \$40,215</i>	1,073.32
Auto Comp / Collision <i>Coverage for 1 reported item(s) valued at: \$40,215</i>	1,725.35
Trailers <i>Coverage for 0 reported item(s) valued at: \$0</i>	0.00

<b>Gross Package Contribution</b>	<b>\$15,975.89</b>
Earned CIP Credits (1)	-131.04
Longevity Distribution Credit	0.00
MemberPlus Online RQ Bonus	-75.00
Other Discounts	0.00
<b>Subtotal</b>	<b>\$15,769.85</b>
<b>5% Multi-Program Discount</b>	<b>-\$788.49</b>

## Total Contribution Amount Due by July 15

**\$14,981.36**

\*Current Limit of Liability is \$2.5M for G/L, A/L and E&O (excluding outside excess liability limits)

FY 25-26 INSURANCE BREAKDOWN									
	AMOUNT	LESS BONUS (\$75)	LESS CREDIT (\$131.04)	SUB TOTAL	DISCOUNT %	DISCOUNT \$	TOTAL/LESS DISCOUNTS	TOTAL	
PROPERTY	\$ 196.25	\$ (18.75)	\$ (32.76)	\$ 144.74	5%	\$ 7.24	\$ 137.50		
LIABILITY	\$ 12,980.97	\$ (18.75)	\$ (32.76)	\$ 12,929.46	5%	\$ 646.47	\$ 12,282.99	\$	12,420.49
AUTO LIABILITY	\$ 1,073.32	\$ (18.75)	\$ (32.76)	\$ 1,021.81	5%	\$ 51.09	\$ 970.72	\$	2,560.87
AUTO COMP/COVERAGE	\$ 1,725.35	\$ (18.75)	\$ (32.76)	\$ 1,673.84	5%	\$ 83.69	\$ 1,590.15		
<b>TOTAL</b>	<b>\$ 15,975.89</b>	<b>\$ (75.00)</b>	<b>\$ (131.04)</b>	<b>\$ 15,769.85</b>		<b>\$ 788.49</b>	<b>\$ 14,981.36</b>	<b>\$</b>	<b>14,981.36</b>

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

**Remit Payment to:**

Special District Risk Management Authority  
P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at [accounting@sdrma.org](mailto:accounting@sdrma.org) or 800.537.7790

Special District Risk Management Authority  
1112 I Street Suite 300, Sacramento, California 95814-2865  
Tel 916.231.4141 or 800.537.7790 | Fax 916.231.4111  
[www.sdrma.org](http://www.sdrma.org)



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

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Lisa Borreani - Marketing & Ops Mgr

**SUBJECT:** Workers' Compensation Insurance Approval (FY25-26)

---

**ACTION REQUESTED:**

Consider a MOTION to APPROVE the FY25-26 Workers' Compensation Insurance annual expense for \$16,283.22.

**BACKGROUND:**

The Authority pays for Workers' Compensation Insurance annually, through the Special District Risk Management Authority (SDRMA), and requires Board approval for this expense.

**DISCUSSION:**

The Authority is required to carry Workers' Compensation Insurance, and seeks Board approval for this annual expense (July 1, 2025 to June 30, 2026), which is higher than the Executive Director's spending authority.

**FISCAL IMPACT:**

The annual cost for the FY25-26 Worker's Compensation Insurance is \$ 16,283.22, and has been included in the FY25-26 approved budget.

**ATTACHMENTS:**

[Agenda Item 6.5 - Attachment 1: FY25-26 Workers' Compensation Insurance \\$16,283.22](#)

# Workers' Compensation Program Invoice



Program Year 2025-26

## West Contra Costa Integrated Waste Management Authority

3220 Blume Drive, Suite 139  
Richmond, California 94806

Invoice Date: 06/09/2025  
Invoice Number: 78677  
Member Number: 7154

Class Code	Classification Description	Reported Payroll	Rate per \$100	Annual Contribution
8742-D	Paid Governing Body Members	\$25,000	\$0.70	\$175.00
9410	Non-Manual Labor; including Agency Managers and Recreation Person	\$993,250	\$1.88	\$18,673.10

\*\* Indicates per capita rate class code

Total Estimated Annual Contribution Based on Manual Rates	\$18,848.10
Contribution as Adjusted by the Experience Modification Factor of 96%	\$18,094.18
Less: *0% Credit Incentive Program Discount	0.00
Estimated Annual Adjusted Contribution	<u>\$18,094.18</u>
Less: Longevity Distribution Credit	-875.00
Less: 5% Multi-Program Discount	-860.96
Less: Member Plus Online RQ Bonus	-75.00
Net Estimated Annual Contribution	<u>\$16,283.22</u>

**Total Contribution Amount Due by July 15**

**\$16,283.22**

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

**Remit Payment to:**

Special District Risk Management Authority  
P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at [accounting@sdrma.org](mailto:accounting@sdrma.org) or 800.537.7790

Special District Risk Management Authority  
1112 I Street Suite 300, Sacramento, California 95814-2865  
Tel 916.231.4141 or 800.537.7790 | Fax 916.231.4111  
[www.sdrma.org](http://www.sdrma.org)



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

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Lisa Borreani - Marketing & Ops Mgr

**SUBJECT:** Contact with Nerd Crossing for Professional Information Technology (IT) Monthly Services Approval (July 1, 2023 to June 30, 2026)

**ACTION REQUESTED:**

Consider a MOTION to APPROVE the three (3) year contract for Nerd Crossing IT Monthly Services for \$1,730 per month (\$20,760 annually), plus out of regular monthly support overages estimated at \$850 per month (\$10,200 annually) for a total cost of Not-to-Exceed amount of \$30,960, annually.

**BACKGROUND:**

Nerd Crossing has been an honest and reliable vendor and has serviced the Authority for IT needs since 2018/2019. It was recently discovered that the Authority did not have approval from the Board and have an executed contract in place since 2022/2023. Nerd Crossing is holding this same rate from 2022/2023 timeframe until June 30, 2026.

**DISCUSSION:**

Staff is recommending to continue the contract services with Nerd Crossing for the monthly IT support plan which includes a combination of routine maintenance, remote helpdesk, and on-site support to help protect the Authority and manage on-going IT needs.

The support plan includes the following:

- Monthly Maintenance and Monitoring
- Centralized cloud managed antivirus protection
- Remote Help Desk Support
- On-Site Support
- Support for Devices/Servers/Equipment
- Access to Cybersecurity training portal

Project work, noted as "overages" which is not included in the monthly support plan, will be billed separately at \$185 per hour.

Any equipment and devices, as needed, will have a proposal submitted by Nerd Crossing and be approved, separately.

**FISCAL IMPACT:**

The monthly support plan is \$1,730 per month = \$20,760 annually.

Estimated monthly overage charges at \$850 per month = \$10,200 annually.

The approved budget for FY25-26 (which includes this fiscal year portion of monthly services and overages) = \$30,960 totally annually.

**ATTACHMENTS:**

[Agenda item 6.6 - Attachment 1: Nerd Crossing - Recyclemore IT Support Proposal 3 Year Contract \(July 1, 2023-June 30, 2026\)](#)

**Mailing Address:** 77 Solano Square, Suite 351, Benicia, CA 94510

**Website:** [www.nerdcrossing.com](http://www.nerdcrossing.com)

**E-mail:** [info@nerdcrossing.com](mailto:info@nerdcrossing.com)

**Phone:** 1-888-NERD-XING (1-888-637-3946)



West Contra Costa Integrated Waste Management Authority/RecycleMore  
Lisa Borreani, Program Manager, Outreach  
3220 Blume Drive - Suite 139  
Richmond, CA 94806  
(510) 609-1215

June 10, 2025

Dear Lisa,

We have enjoyed being your honest, reliable IT team since 2018 and look forward to continuing to support you. Please review the new proposal and let us know if you have any questions. Thank you for your partnership!

Cheers,

*Jim*

CEO/Chief Nerd



## Monthly IT Support Plan

Nerd Crossing recommends a combination of routine monthly maintenance, remote helpdesk and on-site support to help protect your company and manage your on-going IT needs. Our award-winning team of friendly, reliable NERDS is available Monday-Friday from 9am-6pm to address most common computer and network problems in just minutes.

### Monthly Maintenance

Protect your company and extend the lifetime of your systems with proactive monthly maintenance. Maintenance is typically done remotely and includes:

- Remote installation of operating system patches, software updates and/or fixes
- Preventative maintenance such as log review, clearing temporary files, virus scans.
- Remote monitoring
- Monthly health check report

### Remote Help Desk Support

We encourage your organization to use our reliable, friendly remote support to address any technical issues that may arise. Please submit issues to [support@nerdcrossing.com](mailto:support@nerdcrossing.com) so that official trouble tickets can be opened and tracked. Minimum remote calls will be 15 minutes.

### On-Site Support

On-site visits can be scheduled to address issues that cannot be resolved remotely (e.g. hardware, network, etc.). Minimum on-site visit is two hours.

### Devices supported:

- Up to 16 computers
- 1 physical server, 2 virtual machines
- Networking equipment at one location

### Cost - \$1,730/month

- Remote maintenance and monitoring on desktops, servers and networking devices
- Centralized, cloud managed antivirus protection
- Managed cloud backups for one fileserver; up to 1TB
- Access to our Cybersecurity training portal for up to 10 employees
- An additional two (2) discounted prepaid hours of support. Hours do not rollover
- Any additional hours will be billable at our small business rate of \$185/hour

Note: Additional devices will be charged \$50/month for maintenance/monitoring. Project work is not included and will be billable at \$185/hour. After hours support is not included and will be billable at our \$225/hour (two hour minimum).

### SLAs during normal business hours (Monday-Friday 9am-6pm)

Severity 1 (High): Response time - within 1-2 hours

- Complete Server or Network Failure
- Team cannot work



Severity 2 (Medium): Response time - within 8 hours, same business day

- A system or network outage is causing issues for a large group
- It is widely disruptive to workflow

Severity 3 (Low): Response time - within 24-48 hours

- Isolated to an individual
- Not hugely disruptive but still requires response
- Any non-urgent issues

**Terms**

Contract is valid from July 1, 2023 to June 30, 2026. Services are billed monthly and are due by the first of each month. A 3.5% processing fee will be charged for any credit card payment. Outstanding balances are subject to an interest rate of 1.5% per month.

After one year, the contract will automatically renew to an annual contract with the same terms unless renegotiated by both parties.

I, \_\_\_\_\_, have reviewed the proposal from Nerd Crossing and agree to the outlined contract.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Lisa Borreani - Marketing & Ops Mgr

**SUBJECT:** Contract with Harshwal & Company LLC for FY22-23, FY23-24, FY24-25, FY25-26 Audit Services Approval

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## **ACTION REQUESTED:**

APPROVE two (2) Engagement Letters (Contracts) with Harshwal & Company LLC for audit services as follows:

Contract One – An Engagement Letter dated July 19, 2024, for the two fiscal years ending June 30, 2023 and June 30, 2024, in the amount of \$23,000; and

Contract Two – An Engagement Letter dated May 30, 2025, for the two fiscal years ending on June 30, 2025 and June 30, 2026, in the amount of \$26,680; and

Expenses not to exceed \$5,320, for a total cost of \$55,000.

## **BACKGROUND:**

Financial annual audits are a required practice for special district government agencies primarily to ensure accountability and transparency in the financial area of an organization. Audits provide independent verification of the Agency's financial statements, helping to build trust with the Board of Directors and residents of the WCCIWMA/RecycleMore jurisdiction.

The objectives of the audit are to obtain reasonable assurance as to whether the financial statements are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether the financial statements are fairly presented, in all material respects, in conformity with General Accepted Accounting Procedures (GAAP).

**DISCUSSION:**

The Authority has been engaged with Harshwal & Company LLC since the FY21-22 audit and has gained a good working and trusted relationship. The Authority was behind two (2) years on completion of the audits and completed the FY22-23 audit which was presented and approved by the Board of Directors during the January 30, 2025 Board Meeting.

It was recently discovered that the Authority did not have approval from the Board of Directors for the Harshwal & Company LLC contract dated July 19, 2024 for fiscal years FY22-23 and FY23-24. The work under this contract is nearing completion, but staff wanted to have the Authority Board approve the contract because it wasn't brought to the Board in 2023 when it should have been.

As noted, Harshwal is in the final stages of completing the FY23-24 audit, and staff will bring that to Board soon. After the FY23-24 audit is completed, the Authority audits will be up to date and Harshwal will focus on the FY24-25 audit.

Harswhal & Company LLC scope of work includes auditing of the annual financial statements for fiscal years ending June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026.

See attached Engagement Letters for the complete Scope of Work and Objectives.

**FISCAL IMPACT:**

The fee for the services described in the attached Engagement Letters are for two (2) quantity, two (2) year contracts for Harshwal & Company LLC for their audit services of a total cost of \$49,680 plus applicable gross receipts taxes and out-of-pocket costs (such as travel costs), estimated at \$5,320 for a total Not-to-Exceed amount of \$55,000.

The breakdown is as follows:

FY22-23 (ending June 30, 2023) = \$11,000\*

FY23-24 (ending June 30, 2024) = \$12,000\*

FY24-25 (ending June 30, 2025) = \$12,840\*

FY25-26 (ending June 30, 2026) = \$13,840\*\*

Total Professional Audit Services = \$49,680

Total Out-of-Pocket Expenses = \$5,320

**Total Not-to-Exceed Amount = \$55,000**

\*\$35,840 will be applied and paid out of the FY25-26 approved Budget (which the monies have been budgeted for).

\*\*\$13,840 will be applied and paid out of the not yet approved FY26-27 budget.

**ATTACHMENTS:**

[Agenda Item 6.7 - Attachment 2: Harshwal Engagement Letter FY24-25 & FY25-26](#)

[Agenda Item 6.7 - Attachment 1: Harshwal Engagement Letter FY22-23 & FY23-24](#)

May 30, 2025

To the Board of Directors  
West Contra Costa Integrated Waste Management Authority  
3220 Blume Drive, Suite 139, Richmond, CA 94806

We are pleased to confirm our understanding of the services we are to provide West Contra Costa Integrated Waste Management Authority (the "Authority") for the years ended June 30, 2025 and June 30, 2026.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the years ended June 30, 2025 and June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules - General Fund
3. Budgetary Comparison Schedules - Special Projects Fund.
4. Schedule of Changes in Net OPEB liability.
5. Schedule of Changes in Net Pension liability.
6. Schedule of Plan Contribution - OPEB.
7. Schedule of Plan Contribution - Pension.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

**Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's' first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company LLP is not responsible for "sanitizing" or "scrubbing" its work papers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or inadvertently accessed by third parties.

### Other Services

We will assist in preparing the financial statements and related notes of the Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Subpoena and Other Release of Documents**

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party pursuant to a subpoena, court order or other administrative or legal process in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding, in which we are not a party.

You agree that our efforts in complying with such requests or demands will be deemed a part of this engagement and Harshwal & Company LLP shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

**Limitation on Liability**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**Engagement Administration, Fees, and Other**

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third-party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement.

You may make copies of our report, but only if the entire financial statements (including related footnotes) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

The audit documentation for this engagement is the property of Harshwal & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Harshwal & Company LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the Authority's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for the services described in this letter will be \$12,840 for June 30, 2025 and \$13,840 for June 30, 2026, plus applicable gross receipts taxes and out-of-pocket costs (such as travel costs). We have estimated our fees assuming that accounting records will be in balance and supported by appropriate documentation. Also, our cost assumes that the Authority's personnel will provide supporting schedules for all asset and liability accounts, and provide general assistance, such as locating documents, typing confirmation requests, and coordinating meetings.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the Authority's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with an Audit Preparation Letter that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter. However, because of the knowledge that our staff have or will obtain of your organization, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues. Also, if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The Authority acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur; however, we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon the Authority having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

1. Submitting trial balances and general ledger to us in an electronic format.
2. Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
3. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

### Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to management and those charged with governance of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Harshwal & Company LLP



Sanwar Harshwal  
(Managing Partner)

**RESPONSE:**

This letter correctly sets forth the understanding of West Contra Costa Integrated Waste Management Authority.

Steve Duran

Steve Duran (Jun 9, 2025 16:19 PDT)

Management signature: \_\_\_\_\_

Title: INTERIM EXECUTIVE DIRECTOR

Date: 06/09/2025

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

July 19, 2024

To the Board of Directors  
West Contra Costa Integrated Waste Management Authority  
3220 Blume Drive, Suite 198, Richmond, CA 94806

We are pleased to confirm our understanding of the services we are to provide West Contra Costa Integrated Waste Management Authority (the "Authority") for the years ended June 30, 2023 and June 30, 2024.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the years ended June 30, 2023 and June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules - General Fund
3. Budgetary Comparison Schedules - Special Projects Fund.
4. Schedule of Changes in Net OPEB liability.
5. Schedule of Changes in Net Pension liability.
6. Schedule of Plan Contribution - OPEB.
7. Schedule of Plan Contribution - Pension.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

**Audit Procedures - Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company LLP is not responsible for "sanitizing" or "scrubbing" its work papers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or inadvertently accessed by third parties.

### Other Services

We will assist in preparing the financial statements and related notes of the Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Subpoena and Other Release of Documents**

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party pursuant to a subpoena, court order or other administrative or legal process in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding, in which we are not a party.

You agree that our efforts in complying with such requests or demands will be deemed a part of this engagement and Harshwal & Company LLP shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

**Limitation on Liability**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**Engagement Administration, Fees, and Other**

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third-party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement.

You may make copies of our report, but only if the entire financial statements (including related footnotes) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

The audit documentation for this engagement is the property of Harshwal & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Harshwal & Company LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the Authority's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for the services described in this letter will be \$11,000 for June 30, 2023 and \$12,000 for June 30, 2024, plus applicable gross receipts taxes and out-of-pocket costs (such as travel costs). We have estimated our fees assuming that accounting records will be in balance and supported by appropriate documentation. Also, our cost assumes that the Authority's personnel will provide supporting schedules for all asset and liability accounts, and provide general assistance, such as locating documents, typing confirmation requests, and coordinating meetings.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the Authority's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with an Audit Preparation Letter that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter. However, because of the knowledge that our staff have or will obtain of your organization, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues. Also if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The Authority acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

Our Standard billings for the services set forth in this Engagement Letter, rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings:

<u>Standard Descriptions/Events</u>	<u>Applicable Percentage</u>
Meeting/Fieldwork/Test work started	60 Percent
Draft report started	40 Percent

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon the Authority having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

1. Submitting trial balances and general ledger to us in an electronic format.
2. Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
3. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

### Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to management and those charged with governance of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Harshwal & Company LLP



Sanwar Harshwal  
(Managing Partner)

**RESPONSE:**

This letter correctly sets forth the understanding of West Contra Costa Integrated Waste Management Authority.

Management signature: Steve Duran  
Steve Duran (Jan 7, 2025 14:04 PST)

Title: INTERIM EXECUTIVE DIRECTOR

Date: 01/07/25

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**recycle more**  
WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** July 24, 2025  
**TO:** West Contra Costa Integrated Waste Management Authority Board  
**FROM:** Steven Duran - Interim Executive Dir  
**SUBJECT:** Staff Report - Executive Director

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**ACTION REQUESTED:**

Informational only.

**BACKGROUND:**

**DISCUSSION:**

**Post Collection Public Information Meeting**

Per instructions from the Authority Board on June 12, 2025, staff set up and conducted an informational meeting for the public to provide information and answer any questions about our new rate structure, which went into effect on July 1, 2025. The basic information is as follows:

- Post Collection Public Information Meeting “Short-Term Rate Increase from July 1 to December 31, 2025”
- Meeting Date: July 17, 2025
- Meeting Time: 5-6PM
- Location: Hercules City Hall
- Outreach Efforts:
  - Notice in paper: West County Times (July 15 & July 16, 2025)
  - RM Website: Event Listing, Hero Banner
  - RM Social Media: Instagram and Facebook/Facebook Event (Boosted)
  - Email to Board/Member Agencies/RM Community
  - Curated Content to Member Cities for their communications

On Thursday, July 17<sup>th</sup>, in spite of the significant efforts by staff noted above to publicize this event, we had just one community member attend – a very nice lady from Richmond who had

a lot of good questions.

Republic was unable to attend because all management staff has been pressed into additional duties due to the strike. They did, however, provide a statement about the strike that was read into the record, and which is shared under the next section of this report about strike impacts.

### **Impacts of Teamsters Strike Against Republic on Post Collection Activities**

In terms of impacts to Republic's post collection operations, the impact of the strike has been minimal. According to Republic, the post-collection sites have been open and operating the whole time. For post collection operations, the strike has been a temporary staffing issue which has put extra work on managers. The facilities, however, are running at full capacity with the exception that some of the green waste sorting was delayed for a number of days. That work should be caught-up next week.

Overall, with the exception of delayed garbage collection, which Republic is working to mitigate, all Republic facilities in West County are operating with manager, supervisor, and supplemental staffing, although some employees have chosen to continue to work. Keller Canyon has continued to receive loads from the facilities. The big issue has, of course, been collection. Republic says that, with the help of their hauling partners, they are beginning to catch up. Republic has also identified accounts that are a high priority and are providing service as best they can, and providing extra containers if needed.

Republic is asking that customers place trash in sturdy trash bags, secure them on their property where they can't be broken open by animals. When Republic is able to resume full service, they will pick them up at no charge to the customer.

Statement from Republic Services, which was read at our July 17<sup>th</sup> community outreach meeting in Hercules:

*Regretfully we are not able to attend the meeting as we are at this writing still servicing customers and can't get to Hercules.*

*Republic is incredibly proud to serve West Contra Costa. We appreciate, as well as deeply share, the city and county concerns of the current situation.*

*To mitigate the work stoppage, Republic Services continues to prioritize service to essential businesses and are doing everything to service residential and commercial customers as quickly as possible. They have mobilized Republic Services' trained and experienced support crews to assist with collection efforts and additional resources are being deployed each day.*

*To help our customers through this situation, we are communicating directly with our residential and business customers in West Contra Costa in several ways:*

- *Robocall blasts to all impacted customers beginning 7/14/25.*

- *For customers not receiving digital alerts, we are partnering with the Cities and County to disseminate updates through official channels.*
- *Service updates are posted on our website:  
<https://www.republicservices.com/municipality/wccc-ca>*
- *Daily updates are sent to the City Managers, City staff and County Supervisors and staff, sometimes multiple per day.*
- *Republic Services has partnered with West Contra Costa Cities and the County to set-up debris boxes in various locations in Hercules, Pinole, Crockett, Rodeo, San Pablo, and Richmond to allow customers to dispose of their trash. These drop-off services are available to West County customers at no charge until the work stoppage concludes.*

*We sincerely appreciate the patience and understanding of our West County Customers through these challenges.*

*Best Regards,*

*Bielle Moore*

*Community and Government Affairs Manager*

### **Post Collection Agreement Update**

On July 12, 2025, the Authority Board approved a six-month extension of our current Post Collection Agreement with Republic Services, extending the term through December 31, 2025, and increasing the Material Specific Rate to \$144.01, effective July 1, 2025.

Staff, our attorney, and consultants have continued to negotiate all the provisions of a proposed new Post Collection Agreement (PCA), which is all goes well, will commence on January 1, 2026. This PCA is about 90% complete at this point, and great progress has been made on the operational provisions. However, the parties are still far apart on the Material Rate and continue to negotiate.

Before bringing a new PCA for the Board's consideration, staff is proposing a workshop for the Authority Board to review the most important aspects of the proposed new PCA, either in a Special Meeting in August or at the regularly scheduled Board Meeting in September, at the Board's pleasure.

### **SB 54 Update**

During the June 12, 2025 Board meeting, the Authority Board expressed interest in Senate Bill (SB) 54. Introductory information regarding SB 54 is provided below. Staff is monitoring updates to the regulatory drafting process being conducted by CalRecycle and is actively involved in a local government working group coordinated by the National Stewardship Action Council to draft and submit comment letters or sign coalition letters during public comment periods. Staff can provide an SB 54 presentation to the Board at a later date when the

regulations are completed, or as requested.

The Plastic Pollution Prevention and Packaging Producer Responsibility Act (Senate Bill (SB) 54, Allen, Chapter 75, Statutes of 2022) established an extended producer responsibility program to reduce single-use packaging and plastic single-use food service ware in California, while ensuring such is recyclable or compostable and meets certain recycling rates.

The new law will:

- Reduce the volume of plastic and other packaging;
- Require all single-use packaging and foodware to be recyclable or compostable by 2032;
- Transfer the cost of collecting, processing, and recycling single-use packaging from local governments to producers; and
- Stimulate investment in reuse and refill systems.

Specifically, the legislation requires producers to reduce single-use plastic packaging and foodservice packaging by at least 25 percent by 2032, either from direct elimination of plastic packaging or shifting to reuse or refill systems. In addition to requiring that all single-use packaging be recyclable or compostable, the bill also requires that all plastic single-use packaging items reach a recycling rate of at least 65% by 2032.

From Cal Recycle:

SB-54 requires the California Department of Resources Recycling and Recovery (CalRecycle) to conduct a material characterization study of covered material and determine the approximate amount disposed of in California landfills. CalRecycle contracted with Cascadia Consulting Group to conduct a statewide material characterization study to characterize and measure the amount of covered materials landfilled in California. Fieldwork, which included hand-sorting samples at California landfills, occurred between February and April 2025. CalRecycle and Cascadia designed a study that incorporated representative, cost-effective sampling and analysis for data gathering that minimized disruption to facility operators.

This preliminary findings report, ***What's in California Landfills: Measuring Single Use Packaging and Plastic Food Service Ware Disposal (2025)***, of this study provides estimates of the amount of covered material landfilled in California, by weight (tons) and as a proportion of total material landfilled statewide. It also includes information from additional analyses of resin types of plastic covered materials made of plastic that could not be identified in the field, as well as estimates of the weight of covered material discarded together with food or other goods.

CalRecycle will be seeking public comments on these preliminary findings. CalRecycle also plans to conduct additional advanced statistical analyses on the data presented in the findings. Updated preliminary findings will be presented at an informational session and in a published

revised preliminary report in Fall 2025. CalRecycle will accept written feedback at any time, plans to hold a public meeting to further solicit public comments, and will finalize the report within 60 days of the public meeting. All written feedback can be submitted to [wastechar@calrecycle.ca.gov](mailto:wastechar@calrecycle.ca.gov) with the subject line: SB 54 MCS Preliminary Findings.

For more information, check out these links:

StopWaste SB 54 Overview: <https://www.stopwaste.org/sb-54-state-law-to-cut-single-use-packaging-pollution-in-california>

CalRecycle Preliminary Findings Report: [Publication Summary](#)

Relevant L.A. Times Article: [LAT: CalRecycle drafts revised plastic recycling rules that are more friendly to industry - Google Docs](#)

## **ATTACHMENTS:**

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

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Reka Abraham - DED & Regulatory Mgr

**SUBJECT:** Staff Report - Recycling and HHW Program Update

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**ACTION REQUESTED:**

Informational only.

**BACKGROUND:**

**DISCUSSION:**

Program Updates:

**1. SB1383**

1. Compliance Reviews
  1. Non-compliant generators have been contacted via phone to determine eligibility for de minimis waiver
  2. Waiver applications are under review
  3. Outstanding non-compliant generator list has been provided to Republic to schedule green cart service (8 generators)
2. Waiver verifications
  1. Site inspections occurring monthly for 2022 waiver approvals
3. Electronic Annual Report
  1. Data provided by the member agencies has been compiled and entered into Cal Recycle's online reporting platform
  2. Draft 2024 EAR has been provided to the TAC for review
  3. EAR will be submitted to Cal Recycle before the August 1, 2025 deadline
4. Hercules SB 1383 grant
  1. Multi family property outreach project
    1. Cascadia provided outreach to Bravo - (216 units) in June/July
    2. Planning for outreach at Forest Park in July (136 units)
    3. August outreach TBD

2. Bus Advertisement

1. Staff is researching bus advertisement via WestCAT Transit Authority to promote a contamination reduction campaign for green carts in late 2025 or early 2026

5. MOUs

1. New franchise agreements have been mapped against the draft PCA and SB 1383 requirements
2. TAC is reviewing the map and providing comments
3. SB 1383 workflows have changed requiring MOUs and workplan to need updating

2. **HHW**

1. Marine Flares 2025 collection event being planned for November 2025 with California Product Stewardship Council (CPSC) coordinating a “milk run” with other jurisdictions to bring down cost of transportation

3. **Repair Workshops**

1. Staff is planning two workshops for fall 2025
2. Jewelry and clothing repair and swap tentatively at Point Richmond Library
3. Regular repair workshop location TBD
4. Staff is exploring potential partnership with Reuse Alliance

4. **Regional Partnerships**

1. RecycleMore hosted the Contra Costa AB939 Manager’s Meeting on July 15<sup>th</sup>
2. RecycleMore’s Regulatory Manager meets quarterly with RecycleSmart (Central Contra Costa Waste Management Authority) and County to discuss regional program implementation and resource sharing

**ATTACHMENTS:**



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

# Agenda Report

**DATE:** July 24, 2025  
**TO:** West Contra Costa Integrated Waste Management Authority Board  
**FROM:** Lisa Borreani - Marketing & Ops Mgr  
**SUBJECT:** Staff Report - Outreach Programs Update

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**ACTION REQUESTED:**

Informational only.

**BACKGROUND:**

**DISCUSSION:**

PROGRAM UPDATES – Planned for July 2025

1. Website
  - Article: Recap of Recycling Facility Tour from May 22, 2025
  - Article: Recap Pinole Car Show from June 22, 2025
  - Broken links updates and review
2. Social Media
  - 7/4/25 – California Product Stewardship Council (CPSC) Refuel Your Fun/Reusable 1lb propane cylinders campaign
  - 7/10/25 – Plastic Free July (Promote single use items and reduce waste to landfills)
  - 7/22/25 – HHW Permanent Facility Locations and Drop-off Information
  - 7/29/25 – Mattress Disposal Guide Options
3. Newsletter
  - Republic Services Q4 2025 Newsletter – Topic content review and feedback from Member agencies
4. Education
  - English as a Second Language (ESL) Family Car Lessons:
    - Planning for 2025 2H (July 15, 2025 – January 14, 2026)
    - Contractor-Soluna Outreach Solutions-Hugo Mata

- CalRecycle OPP Grant Funded

## 5. Events

- Post Collection Public Information Meeting “Short-Term Rate Increase from July 1 to December 31, 2025” – July 17, 2025 – 5-6PM – Hercules City Hall
  - Notice in paper: West County Times (July 15 & July 16, 2025)
  - RM Website: Event Listing, Hero Banner
  - RM Social Media: Instagram and Facebook/Facebook Event (Boosted)
  - Email to Board/Member Agencies/RM Community
  - Curated Content to Member Cities for their communications
- Used Oil Drainers and supplies giveaways/Contractor-Matt Bolender
  - Events (10am-2pm/until supplies run out):
    - July 13, 2025: AutoZone, San Pablo
    - July 19, 2025: AutoZone, Richmond
    - July 20, 2025: O’Reilly, Pinole
  - CalRecycle OPP Grant funded for supplies
  - Promotion:
    - RM Website: Event Listing, Hero Banner, Used Oil Recycling Program Page
    - Social Media (Facebook & Instagram)

## **ATTACHMENTS:**



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

# Agenda Report

**DATE:** July 24, 2025

**TO:** West Contra Costa Integrated Waste Management Authority Board

**FROM:** Steven Duran - Interim Executive Dir

**SUBJECT:** Amendment to Professional Services Agreement with HF&H Consultants

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## **ACTION REQUESTED:**

APPROVE the Second Amendment to the sole source Professional Services Agreement (Agreement) with HF&H Consultants (HF&H) in an amount not to exceed \$30,000 for HF&H to continue the scope of work authorized under said Agreement, dated March 14, 2025, which the Authority Board approved by resolution on March 13, 2025, and authorize the Interim Executive Director to execute this Second Amendment.

## **BACKGROUND:**

As noted above, the Authority Board approved the sole source Professional Services Agreement with HF&H on March 13, 2025 by resolution, making certain findings that were necessary for a sole source contract. Those findings hold for this proposed continuation of those services. The original cost of services was set at \$90,000, with a \$10,000 contingency, for a not to exceed cost of \$100,000.

On May 8, 2025, the Authority Board approved the First Amendment to the Agreement by resolution for a separate and distinct scope of work referred to as “rate setting” for an additional \$10,000, and made certain findings related to sole sourcing the rate setting scope of work. The rate setting scope of work was not included in the original Agreement, which was and is assisting staff with the negotiation of a new Post Collection Agreement with Republic Services.

The purpose of the proposed Second Amendment to the Agreement is to continue to have HF&H assist staff with the negotiation of a new Post Collection Agreement (PCA) with

Republic Services, as the original cost of \$100,000 for negotiation assistance has been exhausted by the extensive amount of work that HF&H and staff have put into this negotiation, and the \$10,000 for rate setting has been expended.

**DISCUSSION:**

HF&H has been an essential part of our negotiating team throughout the course of a very complex and challenging negotiation with Republic Services. HF&H has provided market data and knowledge to which our team, Reka Abraham, John Bakker and I, would not have otherwise had access. They have also done an outstanding job of helping with negotiating strategies, face-to-face negotiations, and tracking hundreds of edits and other changes to the PCA under negotiation, which is essential to good communications and ensuring nothing is missed in the more than 100 pages of the proposed PCA and exhibits.

Staff believes we are close to finalizing the proposed PCA and the not to exceed figure of \$30,000 for this continuation of HF&H's work will be enough to complete the job.

**FISCAL IMPACT:**

The proposed Second Amendment to the Agreement will bring the total cost to \$140,000. This includes the original cost of \$100,000 for assistance with negotiations, the \$10,000 cost for rate setting, and the proposed not to exceed \$30,000 for continuing to assist staff with PCA negotiations.

**ATTACHMENTS:**

[250724 - Second Amendment to HFH Agreement - Attachment 1.docx](#)

[250724 - HFH Proposal - Attachment 2 - Exhibit A to Amendment.pdf](#)

[250724 - HFH Agreement - Attachment 3 - Exhibit B to Amendment.docx](#)

[Resolution 25-03 HFH Sole Source Contract - signed.pdf](#)

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT  
AUTHORITY AND HF&H CONSULTANTS**

This Second Amendment, dated July 24, 2025, to the Professional Services Agreement (Agreement), dated March 14, 2025, by and between the **West Contra Costa Integrated Waste Management Authority (WCCIWMA)/DBA RecycleMore**, hereinafter referred to as “Authority,” and HF&H Consultants hereinafter referred to as “Consultant.”

**I. DESCRIPTION OF PROJECT**

Through this Second Amendment to the Agreement, the Authority has authorized Consultant to continue providing professional services to the Authority to assist in post collection negotiations for compensation beyond the original not to exceed amount in the Agreement.

**II. SCOPE OF SERVICES BY CONSULTANT**

Subject to the terms and conditions set forth in this Agreement, Consultant shall continue to provide the Authority with those services specified in Exhibit A – Proposal to Support Collection Negotiation (Phase II) dated July 15, 2025.

**III. COMPENSATION**

The additional compensation for Consultant services under this Amendment shall not exceed the sum of **\$30,000, to be paid through regular invoicing from Consultant**. The costs of professional services are determined using the rates set forth in Exhibit A under “Standard Hourly Rates and Billing Arrangements.” This brings the not-to-exceed total for the amended Agreement to \$140,000, including the original \$100,000 for negotiation assistance, \$10,000 for rate setting under the First Amendment, and \$30,000 under this Second Amendment.

**IV. ALL OTHER PROVISION**

All other provisions of this First Amendment shall be the provisions of the Agreement dated March 14, 2025, which is hereby amended and is attached hereto as Exhibit B.

Signatures are on the following page.

**Attachment 1**

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

**AUTHORITY**

**CONSULTANT**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name STEVE DURAN

Printed Name ROB HILTON

Title INTERIM EXECUTIVE DIRECTOR

Title PRESIDENT

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name REKA ABRAHAM

Title PROGRAM MANAGER

Date \_\_\_\_\_

ATTACHED

Exhibit – A

Exhibit - B

July 15, 2025

West Contra Costa Integrated Waste Management Authority  
Steve Duran, Interim Executive Director  
3220 Blume Drive, Suite 139  
Richmond, CA 94806

**Subject: Proposal to Support Post Collection Negotiation (Phase II)**

Dear Steve Duran,

HF&H appreciates the opportunity to present this supplemental proposal to our Phase I/II work to support the West Contra Costa Integrated Waste Management Authority (Authority) in the negotiation of its post-collection handling services agreement (Agreement) with Republic Services (Republic) in an as-needed capacity. The purpose of the Agreement is to manage materials collected in the cities of Hercules, Pinole, El Cerrito, Richmond, and San Pablo, the Authority's Member Agencies.

HF&H has been supporting the Authority in its negotiations with Republic for services that include transfer, transport, recycling, composting, and disposal at and through multiple facilities including Republic's Integrated Resource Recovery Facility (IRRF), West County Composting Facility, Golden Bear Transfer Station, and Keller Canyon Landfill. The basis of negotiations follow direction given by the Authority Board and Republic's response to the Request for Proposal (RFP) issued by the Authority in late December 2024.

## Scope of Work

The scope of work for this proposal builds on our Phase I and Phase II work and is intended to provide limited support to Authority staff related to negotiations of the post-collection Agreement, at least through preparation of a complete draft agreement that incorporates all negotiated edits and changes through the date of this proposal, and where such continued services may include additional ongoing and/or on-call support, including but not limited to the following activities:

### 1. NEGOTIATIONS SUPPORT

- a. Agreement Management: Support the advancement of negotiations by preparing agendas, managing action items, and distributing meeting notes and complete the integration of the primary and ancillary documents related to the redlined draft Post-Collection Agreement (PCA), tracking proposed, excepted, and agreed-upon language for transparency. Manage the assembly of all documents, accepting only changes that have been agreed upon between the Authority and Republic, and preparing the consolidated document for final review that will highlight only those remaining issues that have not been fully negotiated and/or agreed upon between the Authority and Republic.

- b. Legal Negotiation Support: Continue to support, in a neutral capacity, the Authority and Republic's attorney meetings by scheduling and attending meetings, documenting discussions, transcribing agreed-upon language in real-time, tracking action items, and distributing post-meeting documentation. Preparation and adaptation of provisions from Republic's recently executed agreements as a mutually agreed-upon starting point; draft, track, and support negotiated outcomes.

## 2. ONGOING AND AS-NEEDED SUPPORT

At the Authority's request and mutual agreement as to the scope of the work to be performed, HF&H may provide additional ongoing and as-needed support to the Authority including, but not limited to:

- a. Project Management. Support the continued advancement of negotiations by preparing agendas, managing action items, and distributing meeting notes.
- b. Rate Related Negotiations: Support the Authority on rate related negotiations including regional benchmarking, background and options analyses, and rate smoothing related to initial compensation and the annual adjustment process. Review and make recommendations related to the annual budget-making process for the HHW facility and language related to the use of the "balancing account," as requested. To the extent the Authority receives material specific rates (rather than a single blended rate) during negotiations, H&H may review the material-specific rates based on regional benchmarks, Authority material quantities, and the infrastructure proposed to be used by Republic.
- c. General Support: Continue to provide general support related to the advancement of this Phase III scope of work and provide timely and relevant feedback on internal strategy and external communications.

## Schedule

The work proposed herein shall begin immediately upon successful execution of a Professional Services Agreement between the Authority and HF&H for this, subject to the limitations described below.

## Limitations

The work proposed herein only includes the tasks and activities described above. HF&H's ability to perform the work depends on the availability of Authority staff, its legal counsel as applicable, and Republic being available on the dates and at times the HF&H team is available. Due to the uncertain nature of any negotiation engagement, HF&H will serve as a trusted advisor to the Authority and offer strategic recommendation throughout the engagement; however, HF&H cannot guarantee a successful negotiated outcome.

## Fee Estimate

HF&H proposes to complete Phase III of this work on a time and materials basis not to exceed \$30,000 at our standard billing rates, presented in Attachment A. If the required level of effort in Phase III is less than the proposed budget, HF&H will only bill for the time and costs incurred. If the level of effort required in Phase II is expected to exceed the total not-to-exceed budget, HF&H will work with the Authority to identify the most appropriate response to complete the additional work.

\* \* \* \* \*

HF&H appreciates the opportunity to continue working with the Authority. If this scope of work meets with your approval, please prepare the draft PSA for our consideration and signature. HF&H will proceed with the work immediately upon receiving such authorization from you.

If you have any questions or would like to discuss this proposal, please do not hesitate to contact me directly by phone (925-977-6959) or email ([rchilton@hfh-consultants.com](mailto:rchilton@hfh-consultants.com)).

Sincerely,  
HF&H Consultants, LLC



Rob Hilton  
President

Attachment A – Standard Hourly Rates and Billing Arrangements

## PROFESSIONAL FEES

Hourly rates for professional and administrative personnel are as follows:

<u>Position</u>	<u>Rate</u>
Executive	\$330 - \$365
Senior Project Manager	\$305 - \$325
Project Manager	\$275 - \$285
Senior Associate	\$225 - \$270
Associate Analyst	\$185 - \$205
Assistant Analyst	\$160 - \$180
Administrative Staff	\$135 - \$170

## DIRECT EXPENSES

Standard charges for common direct expenses are as follows:

Automobile Travel .....	Prevailing IRS mileage rate
Airfare and Public Transit.....	Actual Cost

## BILLING POLICIES

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 10% markup.
- Mileage fees are based on the round-trip distance from the point of origin.
- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular

requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

## **INSURANCE**

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability<sup>1</sup> (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

## **INVOICES AND PAYMENT FOR SERVICES**

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

<sup>1</sup> HF&H Consultants does not own any company automobiles.

# **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY AND HF&H CONSULTANTS**

This Agreement will go into effect on March 14, 2025, upon Board of Director's approval, for the work described herein to begin immediately by and between the **West Contra Costa Integrated Waste Management Authority (WCCIWMA)/DBA RecycleMore**, hereinafter referred to as "Authority," and HF&H Consultants hereinafter referred to as "Consultant."

## **I. DESCRIPTION OF PROJECT**

Through this Agreement, the Authority has retained Consultant to provide professional services to the Authority to assist in post collection negotiations. The Consultant will support Authority staff with negotiations of the post-collection Agreement.

## **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 Exhibit A – Proposal to Support Collection Negotiation (Phase II) received by the Authority on March 5, 2025.

## **III. COMPENSATION**

A. Total compensation for Consultant services shall not exceed the sum of **\$90,000 with a \$10,000 contingency and be paid through regular invoicing from Consultant**. The cost of professional services are determined using the rates described on page 3 of Exhibit A.

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

## **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 (singularly and collectively “Consultant Parties”), under this Agreement, but only to the extent that the claim is the result of the active negligence and/or willful misconduct of Consultant Parties. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in California Civil Code §2778. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not insurance policies have been determined to be applicable to any of such damages or claims for damages.

## **VI. INSURANCE**

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

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

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

3. Automobile Insurance. For the duration of this Agreement, Consultant shall maintain, in full force and effect, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work to be performed by the Consultant, its officers, employees, agents, volunteers, and subcontractors under this Agreement.

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

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

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

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

2. The insurance provided by this policy shall not be reduced in coverage or limits, cancelled or not renewed except after thirty (30) days written notice has been provided to

the Authority by mail, return receipt requested. Consultant shall notify the Authority thirty (30) days in advance of any anticipated change in the insurance.

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

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

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

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

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

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

## **VII. INDEPENDENT CONTRACTOR**

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

## **VIII. ASSIGNMENT AND SUBCONTRACTING**

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

## **IX. TERM AND TERMINATION**

A. **Term:** The term of this Agreement shall commence upon signing by both parties to the Agreement and continue, subject to the termination provisions of this section, **for the duration as indicated in the first paragraph.** The Authority can extend the term of this Agreement by written notice to Consultant.

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

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

D. **Termination for Cause:** 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 standard and practices.

### **XIV. RETENTION OF RECORDS**

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

### **XV. NOTICES**

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

**Authority:**

Steve Duran  
Interim Executive Director  
West Contra Costa Integrated Waste Mgmt. Auth.  
3220 Blume Drive, Suite 139  
Richmond, CA 94806  
(510) 609-1215  
[steved@recyclemore.com](mailto:steved@recyclemore.com)  
[www.recyclemore.com](http://www.recyclemore.com)

**Consultant:**

Rob Hilton  
President  
HF&H Consultants  
590 Ygnacio Valley Rd. Ste 105  
Walnut Creek, CA 94596  
925-977-6959  
[rhilton@hfh-consultants.com](mailto:rhilton@hfh-consultants.com)  
<https://hfh-consultants.com>

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

### **XVI. INTEGRATION**

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

### **XVII. AMENDMENTS**

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

**XVIII. WAIVER**

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

**XIX. GOVERNING LAW AND VENUE**

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

**XX. SEVERABILITY**

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

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

**AUTHORITY**

**CONSULTANT**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name STEVE DURAN

Printed Name ROB HILTON

Title INTERIM EXECUTIVE DIRECTOR

Title PRESIDENT

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name REKA ABRAHAM

Title PROGRAM MANAGER

Date \_\_\_\_\_

ATTACHED

Exhibit - A

**RESOLUTION NO. 25-03**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
APPROVING A SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT WITH HF&H CONSULTANTS**

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is empowered by the Joint Exercise of Powers Agreement to, among other things: make and enter into contracts; employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities; and make plans and conduct studies; and

WHEREAS, the Board of Directors finds that it is necessary to have a consultant with expertise in the analysis and negotiation of collection agreements and post collection agreements, including researching market conditions and rates in the waste management industry; and

WHEREAS, the Board of Directors finds that, due to a number of factors, a sole source contract is in the best interest of the Authority and the public, and these factors include:

- There are few firms capable of providing the services required by the Authority and the other firm that has recent experience working with the Authority is conflicted out due to currently negotiating on behalf of Member Agencies for collection agreements with Republic Services.
- HF&H Consultants served the Authority in the 2013 Post Collection Agreement negotiations in the same role as the Authority currently requires and is thus intimately familiar with the existing Post Collection Agreement, on which the new agreement will be based.
- City Managers and regional staff of Authority Member Agencies have encouraged Authority staff to use HF&H Consultants for the purposes covered under the proposed Professional Services Agreement.
- HF&H Consultants negotiated the Recycle Smart Post Collection Agreement with Republic Services for areas of Central Contra Costa County last year and is thus knowledgeable about the current local market and what terms may be feasible to negotiate with Republic Services.
- Due to the very short timeline in which this Post Collection Agreement must be negotiated, there is no time for a Request of Proposal process for the purpose of selecting a consultant for this work.





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