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BOARD OF DIRECTORS REGULAR MEETING

AGENDA

JUNE 23, 2022 – 3:00 P.M.

Teleconference/Public Participation Information

This meeting will be held *exclusively* via teleconference participation of a quorum of Board members in locations not open to the public in compliance with Assembly Bill (“AB”) 361 (Rivas, Chapter 165, Statutes of 2021) and its amendments to California Public Resources Code Section 54953(e), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. This meeting is being held during a proclaimed state of emergency, and state and local officials have imposed or recommended measures to promote social distancing, while allowing the public to observe and address the Board.

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

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

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

Please click the link below to join the webinar:

Link to join Webinar: <https://us02web.zoom.us/j/83274146911>

Or iPhone one-tap: 1-669-900-6833 or 1-408-638-0968

Webinar ID: 832 7414 6911

During the meeting, the Chair will call for public comment. If you wish to address the Board, please so indicate at that time and the Chair will add you to the speaker list and call your name when it is your turn.

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

In accordance with the Americans with Disabilities Act, California Law, and the Governor's Executive Orders, it is the policy of the Central Contra Costa Solid Waste Authority to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. Any individual with a disability may request reasonable modifications or accommodations so that they may observe and address the Board at this teleconference meeting. If you are disabled and require special accommodations to participate, please contact the Board Secretary at least 48 hours in advance of the meeting at Authority@RecycleSmart.org with the following information: name, phone number, email, and type of assistance requested.

1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

When addressing the Board, please state your name, company and/or address for the record. There is a three-minute limit to present your information. (The Board Chair may direct questions to any member of the audience as appropriate at any time during the meeting.)

3. CONSENT ITEMS

All items listed in the Consent Calendar may be acted upon in one motion. However, any item may be removed from the Consent Calendar by request by a member of the Board, public, or staff, and considered separately.

- a. Approve Minutes of the Regular Board Meeting on May 26, 2022*
- b. Adopt Resolution 2022-08, Approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361*

4. ACTION ITEMS

- a. Recognition of Outgoing Executive Director*
- b. Contract with HF&H Consultants for Interim Executive Director Services*
Authorize the CCCSWA Board Chair to enter a Professional Services Agreement with HF&H Consultants, LLC to provide Executive Director Services on an interim basis while the agency recruits its next Executive Director.

5. INFORMATION ITEMS

These reports are provided for information only. No Board action is required.

- a. Future Agenda Items*

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

7. ADJOURNMENT

**Corresponding Agenda Report or Attachment is included in this Board packet.*

ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA

Persons wishing to speak on PUBLIC HEARINGS and OTHER MATTERS listed on the agenda will be heard when the Chair calls for comments from the audience, except on public hearing items previously heard and closed to public comment. The Chair may specify the number of minutes each person will be permitted to speak based on the number of persons wishing to speak and the time available. After the public has commented, the item is closed to further public comment and brought to the Board for discussion and action. There is no further comment permitted from the audience unless invited by the Board.

ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA

In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to RecycleSmart Board Secretary at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority dba RecycleSmart to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact RecycleSmart Board Secretary at least 48 hours in advance of the meeting at (925) 906-1801.

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON MAY 26, 2022**

The Regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened exclusively via teleconference participation of a quorum of Board Members in locations not open to the public in compliance with Assembly Bill ("AB") 361 (Rivas, Chapter 165, Statutes of 2021) and its amendments to California Public Resources Code Section 54953(e), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. The meeting was held during a proclaimed state of emergency, and state and local officials had imposed or recommended measures to promote social distancing while allowing the public to observe and address the Board after submitting written comments via email to the Board Secretary at Authority@RecycleSmart.org prior to or during the time for public comment at the meeting.

Chair Renata Sos called the meeting to order at 3:00 P.M. on May 26, 2022.

PRESENT: Board Members: Candace Andersen
Newell Arnerich
Matt Francois
Teresa Gerringier
Inga Miller, Vice Chair
Karen Mitchoff
Renee Morgan*
Teresa Onoda
Cindy Silva
Renata Sos, Chair
Amy Worth
*Arrived after Roll Call

ABSENT: Board Member Gina Dawson

Staff members present via teleconference: Ken Etherington, Executive Director; Brett Jones, Interim Finance Manager; Judith Silver, Senior Program Manager; Jennifer Faught, Contract Compliance Specialist; Ashley Louisiana, Program Manager; and Deborah L. Miller, CCCSWA Counsel.

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
- 2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

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

- 3. CONSENT ITEMS**

Chair Sos removed Item a. from the Consent Calendar to advise that the motion on Page 5 of the minutes from the April 28, 2022 meeting was incomplete.

Chair Sos verified with Board Members Silva and Arnerich as the maker and second to the motion on Page 5 that if not stated as such, the following was their intent for the motion.

MOTION by Board Member Silva to approve an ad hoc committee comprised of Board Members Francois, Worth, Andersen and Chair Sos to provide guidance and recommendations to the Board regarding recruitment of an Executive Director, and authorize the Board Chair to execute a Professional Services Agreement with a recruiting firm to lead the search, based on recommendation from the ad hoc committee and so long as the total amount is consistent with the approved budget. SECOND by Board Member Arnerich.

Legal Counsel Deborah Miller stated with respect to Consent Item d, Government Code Section 54953(c)(3) required the legislative body to orally report a summary of recommendation for final action on the salaries of local agency executives. In accordance with that requirement, she stated the Personnel and Finance Committees had recommended a 1.5 percent merit increase in the Executive Director's salary effective April 1, 2022. A 1.5 percent increase in the current salary would be a monthly amount of \$20,192.15, which equaled an annual salary of \$242,305.81; however, because the Executive Director's last day with the agency would be July 8, 2022, the salary increase attributable to that merit increase for the period from April 1 through July 8 had been calculated at \$1,046.72.

- a. Approve Minutes of the Regular Board Meeting on April 28, 2022, amended to correct the motion on Page 5, as shown above.
- b. Adopt Resolution 2022-07, Approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361
- c. Approve amendment to the 2022 CCCSWA Board of Directors Meeting Schedule
- d. Approve a 1.5 percent merit increase in the Executive Director's salary effective April 1, 2022, and Authorize the CCCSWA Board Chair to sign the Fourth Amendment to the Executive Director's Employment Agreement, documenting same

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

MOTION by Board Member Arnerich to approve Consent Items a., b., c. and d., with the amendments to Items a., and d., as shown above. SECOND by Board Member Worth.

MOTION PASSED unanimously by a Roll Call vote.

4. PRESENTATIONS

- a. 2022 Waste Reduction Student Scholarships
Board of Director's Recognition and Presentation of 2022 Scholarship Awards to the Waste Reduction Student Scholarship Recipients

Jen Faught, Contract Compliance Specialist introduced Amanda Halte from Abbe & Associates. Ms. Faught stated that Ms. Halte had worked directly with the Students and Internship Program under the RecycleSmart Schools Team, and had been instrumental in developing the Internship Program over the last three years.

Amanda Halte, Abbe & Associates, explained that all the recipients had served as RecycleSmart interns for the past two years. The recipients would graduate this year and all had made significant contributions to reducing waste at their high school and in their community.

Scholarships were presented to the following recipients, who each presented and highlighted their environmental projects which included waste reduction by thrifting or swapping clothes, an educational video to improve three-bin sorting, and reducing excess material in the community to minimize the collective environmental footprint with a reduction in the use of plastics. Each also identified the college they would be attending after graduation.

Sofia Gonzalez – Acalanes High School
Aya Banaja – Miramonte High School
Devon Bradley – Miramonte High School

Members of the Board individually thanked each recipient and offered congratulations and well wishes.

Nancy Deming, Abbe & Associates, commended the dedication and passion of each recipient over a number of years and stated she would miss them all.

Board Member Silva requested that the posters and videos that had been produced by the recipients be provided to the Board and be agendized for viewing at the next meeting. She also wanted to monitor the trashcans next to the Starbucks and Peet's Coffee stores.

5. INFORMATION ITEMS

Reports were provided for information only and no Board action was required.

a. Executive Director's Monthly Report

Mr. Etherington referred to the various ads that had been developed for RecycleSmart over the years and advised that animals recycling would be used again for this year's marketing campaign. He added this year's posters would include a QR code to link directly to the organics section of the RecycleSmart website to offer more information. The new ads would roll out in the coming weeks.

Mr. Etherington reported that CalRecycle had approved the SB 1383 grant awards that staff had worked on with the member agencies and he thanked the staff of those agencies for all the money that had been awarded. Further with respect to SB 1383, there was a requirement for the municipalities to have a certain amount of organic waste materials that had to be purchased whether needed or not; a value of \$680,000 annually. He thanked Republic Services for working with RecycleSmart in that regard and stated they were 50 percent there.

Mr. Etherington added that the other 50 percent would be wrapped up in the coming months and the member agencies would be in compliance at no additional cost.

Mr. Etherington also referred to some ordinance changes pursuant to SB 1383 that would come up at the July meeting along with a contract with Contra Costa County for edible food inspections at restaurants.

Board Member Silva verified with Ashley Louisiana that the details of the annual compost giveaways could be made available to the Board but were available to all upon registration at www.recyclesmart.org/ICAW.

b. Future Agenda Items

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

Board Member Onoda noted that the second compost giveaway in Lafayette on May 7 had been very successful. She also took this opportunity to thank Ms. Louisiana for her involvement in the communities.

Chair Sos adjourned into Closed Session.

7. CLOSED SESSION

a. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Pursuant to Government Code Section 54957(b)
Title: Executive Director (interim and permanent)

b. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency's designated representative: Renata Sos
Unrepresented employee: Executive Director (interim and permanent)

The Board reconvened into open session and reported that the Board had held two closed sessions and there was no reportable action for either session.

8. ADJOURNMENT

The Board adjourned at 4:15 P.M. to the meeting scheduled for June 23, 2022 at 3:00 P.M.

Respectfully submitted by:

Janna McKay, Executive Assistant/
Secretary to the Board of the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS

FROM: KEN ETHERINGTON, EXECUTIVE DIRECTOR
DEBORAH MILLER, LEGAL COUNSEL

DATE: JUNE 23, 2022

SUBJECT: **CONSIDER CONTINUED USE OF TELECONFERENCING FOR THE MEETINGS OF ALL CCCSWA LEGISLATIVE BODIES UNDER ASSEMBLY BILL 361**

SUMMARY

Based on proclaimed state of emergency, and guidance from the Contra Costa County Health office, consider and adopt resolution approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361.

RECOMMENDED ACTION

1. Adopt Resolution 2022-08, approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361.

DISCUSSION

On March 4, 2020, Governor Newsom proclaimed a state of emergency in California in connection with the Coronavirus Disease 2019 (“COVID-19”) pandemic.

State and local officials have imposed or recommended measures to promote social distancing. For example, the Health Officer for Contra Costa County published “Recommendations for Safely Holding Public Meetings” on September 20, 2021. Those recommendations “strongly recommend” on-line meetings, that local agencies should provide options for the public to participate without having to attend meetings in person, and that social distancing should be used, including six feet of spacing between all in attendance. The Health Officer for Contra Costa County updated its September 20, 2021 recommendations effective March 1, 2022. The Health Officer still “strongly recommends” meeting remotely. <https://cchealth.org/covid19/pdf/recommendations-for-safe-public-meetings.pdf>

On September 16, 2021, the Governor signed Assembly Bill (“AB”) 361, a bill that amends the Brown Act to allow local public agencies to continue to meet by teleconferencing during a state of emergency without complying with restrictions in the Brown Act that would otherwise apply. AB 361 contains

several requirements in order to continue the use of remote meetings. The key provisions include:

- There must be a state of emergency declared under the California Emergency Services Act. This effectively means the Governor must have declared the emergency.
- During that state of emergency, either (i) state or local officials must have imposed or recommended measures to promote social distancing; or (ii) the local legislative body must determine that meeting in person would present an imminent risk to the health or safety of attendees.
- The local legislative body must reconsider the factors above at least every 30 days, and adopt specified findings that the facts relied upon still exist.

Attached for the Board's consideration is a resolution making the necessary findings under AB 361. The resolution is drafted to make the action taken by the CCCSWA Board applicable to all of the CCCSWA's legislative bodies as defined by the Brown Act, which includes the Board's standing committees. If the CCCSWA Board adopts the recommended resolution, the standing committees will not be required to make their own findings.

The CCCSWA Board last considered and adopted a resolution under AB 361 on May 26, 2022. AB 361 requires the CCCSWA Board to regularly reconsider the findings in the proposed resolution. Staff plan to include an item on the consent calendar of each Board meeting to allow the Board to consider and adopt (and/or update) the findings in the resolution for as long as the Governor's proclaimed state of emergency related to the COVID-19 pandemic remains in effect and state and local officials continue to recommend or require measures to promote social distancing.

ATTACHMENT

- A. Resolution 2022-08, Continued Use of Teleconference for the Meetings of all CCCSWA Legislative Bodies under AB 361

RESOLUTION NO. 2022-08

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY CONTINUED USE OF TELECONFERENCING FOR THE MEETINGS OF ALL CCCSWA LEGISLATIVE BODIES UNDER ASSEMBLY BILL 361

WHEREAS, The Central Contra Costa Solid Waste Authority (“CCCSWA”) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, On March 4, 2020, the Governor of the State of California proclaimed a state of emergency under the State Emergency Services Act in connection with the Coronavirus Disease 2019 (“COVID-19”) pandemic, and that state of emergency remains in effect; and

WHEREAS, State and local officials have imposed or recommended measures to promote social distancing. For example, on September 20, 2021, the Health Officer for Contra Costa County published “Recommendations for Safely Holding Public Meetings.” Those recommendations “strongly recommend” on-line meetings, that local agencies should provide options for the public to participate without having to attend meetings in person, and that social distancing should be used, including six feet of spacing between all in attendance; and

WHEREAS, On September 16, 2021, the Governor signed Assembly Bill (“AB”) 361 (Rivas, Chapter 165, Statutes of 2021), a bill that amends the Brown Act to allow local public agencies to continue to meet by teleconferencing technology during a state of emergency without complying with restrictions in the Brown Act that would otherwise apply, subject to certain conditions, which must be reconsidered every 30 days; and

WHEREAS, The CCCSWA Board of Directors and its legislative bodies have met remotely during the COVID-19 pandemic and, so long as the state of emergency continues, can continue to do so in a manner that allows public participation and transparency while minimizing health risks to members, staff, and the public that would be present with in-person meetings; now, therefore, be it

RESOLVED, On behalf of all legislative bodies of the CCCSWA, the CCCSWA Board of Directors finds as follows:

1. As described above, as of the date of this meeting, the Governor’s proclaimed state of emergency remains in effect; and
2. As described above, as of the date of this meeting, State and local officials recommend measures to promote physical distancing and other social distancing measures; and, be it

FURTHER RESOLVED, For the reasons described above, the CCCSWA Board of Directors finds that for at least the next 30 days it is necessary for all legislative bodies of the CCCSWA to continue meeting exclusively by teleconferencing technology to promote public health and safety; and, be it

FURTHER RESOLVED, That the CCCSWA Board of Directors will review and reconsider the findings made herein at a meeting of the Board within the next 30 days, or if the Board does not meet within the next 30 days, at the next earliest meeting of the Board; and, be it

FURTHER RESOLVED, That the CCCSWA Board of Directors' findings contained herein are made on behalf of and shall apply to all legislative bodies of the CCCSWA.

PASSED AND ADOPTED by the CCCSWA Board of Directors this ____ day of _____, 2022, by the following vote:

AYES: Members: _____

NOES: Members: _____

ABSTAIN: Members: _____

ABSENT: Members: _____

Renata Sos, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

Janna E. McKay, Secretary of the Board
for the Central Contra Costa Solid Waste
Authority, County of Contra Costa, State
of California

Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority
County of Contra Costa, State of California



**PROCLAMATION HONORING KEN ETHERINGTON
FOR HIS DISTINGUISHED SERVICE AS EXECUTIVE DIRECTOR OF
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**

WHEREAS, Ken Etherington was hired by the Central Contra Costa Solid Waste Authority (“Recycle Smart”) as its Executive Director in 2014; and

WHEREAS, Ken brought to Recycle Smart deep and broad experience in the industry, which immediately inured to Recycle Smart’s benefit; and

WHEREAS, Ken’s tenure as Executive Director encompassed a number of significant and transformative developments in the waste collection, reduction, and recycling industry and in the federal and state legislative landscape; and

WHEREAS, notwithstanding these challenges, Ken led the agency with efficiency and fiscal prudence while seamlessly adapting it to the ever-changing landscape to the benefit of Recycle Smart, its member agencies, and its ratepayers; and

WHEREAS, significant among Ken’s many accomplishments and contributions are the successful implementation of 10-year franchise agreements with Republic Services and Mount Diablo Recycling; the design and launch of scores of innovative and effective programs and campaigns designed to improve and increase the public’s participation in waste reduction, diversion, recycling, and reuse; and building an infrastructure that provides member agencies with critical resources towards constituent satisfaction, compliance with state mandates and requirements, and proactive planning for the future; and

WHEREAS, throughout, Ken developed and nurtured a talented, dedicated, innovative and service-oriented staff; and

WHEREAS, over the years, Ken has provided the Recycle Smart Board of Directors with wise counsel, a level-headed demeanor, and with sound and thoughtful operational and financial perspectives that have helped the Board make prudent and strategic decisions; and

WHEREAS, Ken will be completing his Recycle Smart tenure on July 8, 2022, after over 8 years of distinguished service; and

WHEREAS, the Board wishes to express its appreciation for Ken’s leadership, dedication, practicality, generosity of time and energy, and commitment to Recycle Smart ratepayers, staff and Board, and its member agencies; and

NOW, THEREFORE, BE IT RESOLVED that I, Renata Sos, Chair of the Board of Recycle Smart, along with my fellow Board members, hereby acknowledge Ken’s years of exemplary service, his many contributions, and the lasting positive imprint that he has left on the agency, the communities it serves, and this industry.

Renata Sos, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: CCCSWA BOARD AD HOC COMMITTEE ON EXECUTIVE DIRECTOR RECRUITMENT
DATE: JUNE 23, 2022
SUBJECT: CONTRACT WITH HF&H CONSULTANTS FOR INTERIM EXECUTIVE DIRECTOR SERVICES

SUMMARY

The CCCSWA Board Ad Hoc Committee on Executive Director Recruitment recommends authorizing the Board Chair to enter a Professional Services Agreement with HF&H Consultants, LLC to provide Executive Director services, for an amount not to exceed \$140,000, on an interim basis while the agency recruits its next Executive Director.

RECOMMENDED ACTION

1. Authorize the CCCSWA Board Chair to enter a Professional Services Agreement with HF&H Consultants, LLC to provide Executive Director services on an interim basis while the agency recruits its next Executive Director (Attachment A).

DISCUSSION

Ken Etherington has served as the Executive Director of CCCSWA since 2014. Mr. Etherington announced that he would be leaving his position with the agency, effective July 8, 2022.

On April 28, 2022, the CCCSWA Board approved the formation of an Ad Hoc Committee on Executive Director recruitment. Directors Andersen, Francois, Sos, and Worth are appointed to the committee.

On May 31, 2022, with the Board's approval and based on recommendation from the Ad Hoc Committee, CCCSWA retained a recruiting firm to lead the search for a new Executive Director. The recruitment is underway and is expected to be complete before the end of the calendar year (less than 6 months).

CCCSWA requires Executive Director services in the interim period before the Board can identify and appoint a new Executive Director. Appointing an interim will allow the agency's operations to continue to be managed while the Board conducts a rigorous and thorough process for hiring a

permanent Executive Director. An interim can assist the agency in the recruitment process, and provide suggestions, if any, for improvements to the agency.

The Ad Hoc Committee considered several candidates to provide the services, interviewed the highest ranked candidates, and recommends entering a contract with HF&H Consulting, LLC to perform the interim services. HF&H President Rob Hilton would be assigned to the project.

For more than 30 years, HF&H has provided recycling and solid waste services to communities throughout the state. The firm provides procurement and contract services, cost-of-service and rate studies, compliance reviews and audits, strategic and diversion planning services, and other solid waste and recycling services to public agencies. HF&H has provided a variety of services to CCCSWA, including leading the agency's procurement of the existing franchise agreements, conducting review and analysis during the maximum rate setting process, and advising on matters related to implementation of SB 1383.

The Ad Hoc Committee prioritized HF&H's industry experience and its ability to immediately step into the interim role, without the need to incur significant time learning the business, the agency, the franchisees, or the communities this agency serves. The committee appreciated HF&H's recent experience providing executive leadership and strategic planning services to other solid waste joint powers authorities. The Ad Hoc Committee also preferred candidates such as HF&H that are not interested in the permanent Executive Director position.

HF&H anticipates that its performance of the services will generally require it to apply at least 20 hours per week, often during normal weekday business hours, and will require HF&H to regularly meet with agency staff in person at the agency's offices.

HF&H's contract term would begin July 5 and expire no later than December 31, 2022 (6 months). It would be subject to earlier termination, at CCCSWA's discretion with notice to HF&H, if the agency appointed a new Executive Director before the end of the contract term. The contract includes an option for the parties to mutually agree to extend the term for an additional four months, if needed; it is not anticipated that CCCSWA would need to exercise this option.

The negotiated rate for services is a flat fixed fee of \$5,600 per week, which equals about \$24,000 per month. Over the full base term of the contract, the contract amount is not to exceed \$140,000. This amount is within the agency's approved FY22-23 operating budget.

During the period when HF&H is providing Interim Executive Director services to the CCCSWA, HF&H shall not make or participate in making on behalf of the CCCSWA any contracts in which HF&H has a financial interest. Additionally, HF&H shall not supervise, manage, or control any services it is currently providing CCCSWA under existing agreements.

ATTACHMENT

- A. Professional Services Agreement between the CCCSWA and HF&H Consultants, LLC.

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
HF&H CONSULTANTS, LLC FOR INTERIM EXECUTIVE DIRECTOR SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and HF&H Consultants, LLC (“Provider”), **effective June _____, 2022.**

RECITALS

- A. WHEREAS, The CCCSWA requires Interim Executive Director professional services for an interim period before a permanent Executive Director can be identified and appointed; and
- B. WHEREAS, An ad hoc committee of the Board of Directors considered several candidates to provide the services, interviewed the highest ranked proposers, and recommended entering a contract with Provider to perform the Interim Executive Director services; and
- C. WHEREAS, On June 23, 2022, the Board of Directors authorized the Board Chair to execute a professional services agreement with Provider to perform the Interim Executive Director services; and
- D. WHEREAS, Provider desires to perform such professional services for the CCCSWA; and
- E. WHEREAS, During the period when Provider is providing Interim Executive Director services to the CCCSWA, Provider shall not make or participate in making on behalf of the CCCSWA any contracts in which Provider has a financial interest, and Provider shall not supervise, manage, or control any services it is currently providing CCCSWA under existing agreements.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, CCCSWA and Provider agree as follows:

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on **July 5, 2022** and conclude on **December 31, 2022**. The CCCSWA Board shall have the option to extend the Agreement for an additional four months based on the mutual agreement of the parties. Should the term be extended, the payment terms shall be the same as provided below.

2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A (“Services”), on an as requested basis.

3. Payment. In exchange for satisfactorily providing the Services, the CCCSWA will pay to Provider a fee not to exceed **One Hundred Forty Thousand and No/100 Dollars (\$140,000)** for the base term, as set forth in the Cost & Fee Schedule, attached hereto as Attachment B. Provider

shall submit for the Board Chair's review and approval invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed in accordance with the Cost & Fee Schedule. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA Board to fund payments under this Agreement.

4. Additional Services. Provider is not authorized to provide any additional or extra services beyond the services provided under this Agreement. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA Board and the Provider.

5. Responsible Personnel. The professional services described in this Agreement shall be performed by **Rob Hilton**. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA Board, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the CCCSWA Board, and will use reasonable best efforts to replace them and the services they were providing.

6. Facilities and Equipment. Provider shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

7. Independent Contractor. Both parties understand that Provider, its agents, employees and subcontractors are and shall at all times remain as to the CCCSWA wholly independent contractors. Neither the CCCSWA, nor any of its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents shall have any control over the manner by which Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or subcontractors are agents or employees of the CCCSWA. Should a relevant taxing authority determine that Provider is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Provider which can be applied against this liability). Agency shall then forward those amounts to the relevant taxing authority.

8. Termination.

a. The CCCSWA Board may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The CCCSWA Board may terminate this Agreement at any time without prior notice in the event that Provider defaults and fails to cure under this Agreement. This Agreement shall terminate, without penalty, liability, or expense of any kind to the CCCSWA, at the end of any fiscal year if no funds or insufficient funds are appropriated and budgeted for the next succeeding fiscal year. The CCCSWA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or program

costs. The CCCSWA's budget decisions are subject to the discretion of the CCCSWA Board of Directors. Provider's assumption of risk of possible discretionary termination and/or non-appropriation is part of the consideration for this Agreement.

b. Upon non-appropriation or receipt of notice of discretionary termination or termination for default, and if requested to do so by the CCCSWA Board, Provider shall stop work at the stage directed by the CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Upon non-appropriation or discretionary termination, neither party shall have any further obligation to the other party, except that the provisions of this Agreement concerning independent contractor, insurance, indemnification, confidential information, records, and governing law shall survive termination.

9. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with negligence, recklessness, or willful misconduct in the performance of this Agreement by Provider or Provider's employees, officers, agents or subcontractors. Provider shall also indemnify, defend, and hold harmless the CCCSWA, its Board, and its officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands made by Member Agencies or Member Agencies' contractors, arising out of or in any way connected with negligence, recklessness, or willful misconduct in the performance of this Agreement. All obligations under this provision are to be paid by Provider as they are incurred by the CCCSWA.

To the fullest extent permitted by law, CCCSWA shall indemnify, defend, and hold harmless Provider and its employees against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against Provider or its employees, including any injury to or death of any person or damage to property or other liability of any nature, arising solely out of the acts or omissions of CCCSWA and not caused or contributed to by the negligent or wrongful acts or omissions of Provider or its employees.

10. Copyright; Intellectual Property Indemnification. Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.

11. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the CCCSWA. Provider shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.
- 2) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Provider has no owned autos, Code 8 (hired) and Code 9 (non-owned).
- 3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- 4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

- 1) General Liability: \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4) Professional Liability (Errors and Omissions) Insurance appropriate to the Provider's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
- 5) If Provider maintains broader coverage and/or higher limits than the minimums shown above, the CCCSWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CCCSWA.
- 6) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the CCCSWA (if agreed to in a written contract or agreement) before the CCCSWA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. The CCCSWA may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the CCCSWA.

d. Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

1) **Additional Insured Status.** Except as regards Professional Liability (Errors and Omissions) Insurance, the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2) **Primary Coverage.** Provider's insurance coverage shall be primary insurance with coverage at least as broad as ISO CG 20 01 04 13 as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

3) **Notice of Cancellation.** If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, Provider shall provide prompt notice of any cancellation of coverage to the CCCSWA and provide substitute insurance meeting the requirements of this Agreement; such notice obligation shall not change Provider's obligation provided above to maintain continuous coverage.

4) **Waiver of Subrogation.** For all coverages except Worker's Compensation and Employers Liability, and Professional Liability (Errors and Omissions) Insurance, Provider hereby grants to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents a waiver of any right to subrogation which any insurer of said Provider may acquire against such parties by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the CCCSWA has received a waiver of subrogation endorsement from the insurer.

5) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents.

7) Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

e. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the CCCSWA.

f. Verification of Coverage.

Provider shall furnish the CCCSWA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Provider’s obligation to provide them. The CCCSWA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Subcontractors.

Provider agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Provider shall agree to be bound to Provider and the CCCSWA in the same manner and to the same extent as Provider is bound to the CCCSWA under this Agreement and Provider shall furnish a copy of this Agreement’s insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Provider with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Provider will provide proof of compliance to the CCCSWA.

h. Special Risks or Circumstances. The CCCSWA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

i. Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA Board Chair and legal counsel by telephone. Provider shall promptly submit to the CCCSWA legal counsel a written report, in such form as may be required by the CCCSWA legal counsel of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Provider's subcontractor, if any; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of the CCCSWA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

12. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees.

13. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the CCCSWA, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the CCCSWA Board. If this Agreement is canceled in accordance with Article 8 Provider shall deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the CCCSWA.

14. Authority and Notice. The CCCSWA Board (or their designee) will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in the agency representation, the CCCSWA Board will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address (as may be updated by written notice of a party):

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

Board of Directors, Chair
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596

Telephone: 925-906-1801
Email: authority@recyclesmart.org

With a copy to: Deborah Miller, legal counsel
Telephone: 415-552-7272
Email: miller@smwlaw.com

PROVIDER:

Rob Hilton, President
HF&H Consultants, LLC
201 N. Civic Drive, Suite 230
Walnut Creek, CA 94596

Telephone: 925-977-6950
E-mail: rob@hfh-consultants.com

The parties shall make good faith efforts to provide advance courtesy notice of any notices hereunder via email. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

15. Assignment; Subcontractors. This Agreement contemplates the personal services of Provider, its employees, and subcontractors, and it is understood by both parties that a substantial inducement for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor the CCCSWA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder. However, with the prior consent of the CCCSWA given in writing, Provider is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the CCCSWA and all subcontractors shall be subject to all the provisions of this Agreement.

16. Qualifications. Provider represents that it and its employees and subcontractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the CCCSWA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

17. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and time deadlines shall be strictly construed.

18. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to the CCCSWA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The CCCSWA Board

shall be the sole judge as to whether the product of the Provider is satisfactory. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies pertaining to this Agreement. Provider will hold any confidential information received from the CCCSWA in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter without the prior written consent of the CCCSWA.

The review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of responsibility for the professional and/or technical adequacy of its work. Neither the CCCSWA review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. Examination of Records; Retention of Records. Provider agrees that the CCCSWA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice. Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Provider shall make available to CCCSWA, upon written request, such books, documents and records of Provider (and any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to the CCCSWA.

20. Prohibited Interests. No officer or employee of the CCCSWA shall have any financial interest in this Agreement or the proceeds thereof. This Agreement shall be voidable at the option of the CCCSWA Board if this provision is violated.

21. Default; Remedies. The following shall constitute an event of default hereunder: Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days after receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure. Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law. In the event that either the CCCSWA or Provider brings an action or proceedings for damages for an alleged breach of any provision of this Agreement, the prevailing party will be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Arbitration shall be attempted if both parties mutually agree before, during, or after litigation has begun.

22. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

23. Entire Agreement; Modifications. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

24. Power to Execute; Execution and Delivery. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver this Agreement on behalf of such party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Unless otherwise prohibited by law or CCCSWA policy, the parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

IN WITNESS WHEREOF, the Parties have agreed to the foregoing and hereby execute this Agreement.

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

Renata Sos
Board of Directors, Chair

DATE: _____

Approved as to Form:

Deborah Miller, General Counsel

DATE: _____

HF&H CONSULTANTS, LLC



Rob Hilton
President

DATE: 6/14/2022

Attachments:

A: Scope of Services

B: Cost & Fee Schedule

ATTACHMENT A SCOPE OF SERVICES

Provider shall perform all of the functions and duties of Executive Director of the CCCSWA on an interim basis. Such functions and duties are expected generally to include:

- Supervise and manage agency staff, and day-to-day functions of the agency, including its operations and facilities
- Administer the agency's existing franchise agreements and other contracts
- Administer the agency's budgets
- Ensure agency compliance with Board policies, actions, and directives, as well as federal, state, and local law and regulation
- Attend Board meetings and other meetings as required or requested
- Provide management level review of the organization and its structures

Additionally, Provider shall advise and assist the Board and the agency's recruitment services consultant, as requested, in recruiting a permanent Executive Director.

Provider anticipates that proper performance of the duties of Interim Executive Director will generally require Provider to apply at least 20 hours per week, often during normal weekday business hours, and will require Provider to regularly meet with agency staff in person at the agency's offices.

**ATTACHMENT B
COST & FEE SCHEDULE**

The total amount of the Agreement is not to exceed \$140,000 for the base term; the CCCSWA's obligations under this Agreement for the base term shall not exceed this amount.

Provider shall be compensated for services performed under the Agreement, up to the not to exceed budget amount specified above, at a fixed flat rate of Five Thousand Six Hundred and No/100 Dollars (\$5,600) per week of services. Provider shall not be compensated for weeks when Provider is not available to provide services (currently contemplated to be week of September 5, October 10, and December 5).

The rate shall remain fixed during the term of the Agreement.

Provider shall be entitled to reimbursement for actual, reasonable costs incurred in performing services under the Agreement to the extent such costs are approved in writing in advance. At the time the Agreement is executed, however, no such costs are expected.

Provider shall bill CCCSWA on a monthly basis for services provided in the preceding month. The billings shall contain, at a minimum, a qualitative description of services performed each week.



Central Contra Costa Solid Waste Authority

Future Agenda Items

TYPE	BOARD MEETING: 07/28/2022
C	Approve 6/23/2022 Minutes
C	Adopt Resolution 2022-09, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	CC Health Services Draft Contract for SB 1383 Edible Food Generator Inspections
I	Executive Director's Monthly Report
P	Amendment to Administrative Citation Ordinance No. 16-1
P	2021-2022 Annual Schools Program Report
P	2021-2022 Schools Program Scholarship Recipient's Posters and Videos

TYPE	BOARD MEETING: 08/25/2022
C	Approve 07/28/2022 Minutes
C	Adopt Resolution 2022-10, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
I	Executive Director's Monthly Report

TYPE	BOARD MEETING: 09/22/2022
C	Approve 08/25/2022 Minutes
C	Adopt Resolution 2022-11, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Amendment to Administrative Citation Ordinance No. 16-1 – First Reading
I	Executive Director's Monthly Report
P	Solid Waste Collection Rates for RY9

TYPE	BOARD MEETING: 10/27/2022
C	Approve 09/22/2022 Minutes
C	Adopt Resolution 2022-12, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Amendment to Administrative Citation Ordinance No. 16-1 – Second Reading
I	Executive Director's Monthly Report
P	2022 Final Legislation Update
P	AB939 2021 Annual Report

TYPE

- C – Consent Item
- A – Action Item
- I – Information Item
- P – Presentation