



**Board of Directors Meeting Agenda**  
**Regular Meeting**  
Thursday, June 12, 2025  
**6:15 PM**

**Meeting Location:**

**City of Richmond City Council Chambers**  
**440 Civic Center Plaza**  
**Richmond, CA 94804**

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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**

*PUBLIC EMPLOYEE APPOINTMENT*

*Title: Executive Director*

**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 May 8, 2025 Authority Board Meeting Minutes**

*Consider a MOTION to APPROVE the subject minutes.*

**6.2 May 22, 2025 Special Board Meeting Minutes**

*Consider a MOTION to APPROVE the subject minutes.*

**6.3 Clerical Correction - FY24/25 Edible Food Recovery Grant Allocations**

Consider a MOTION to APPROVE corrected FY24/25 grant funding allocations from \$59,719 to \$77,107 for food recovery organizations.

**6.4 Job Description for the Position of Executive Director**

CONSIDER and APPROVE a RESOLUTION 25-08 establishing a position description for the Executive Director of the West Contra Costa Integrated Waste Management Authority - (Attachment 1).

**6.5 Job Description for the Position of Marketing & Operations Manager**

CONSIDER and APPROVE a RESOLUTION 25-07 creating the new position of Marketing & Operations Manager, establishing a job description and a salary range for this position. (Attachment 1).

**6.6 Job Description for the Position of Deputy Executive Director and Regulatory Manager**

CONSIDER and APPROVE a 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. (Attachment 1).

**7. Staff Report**

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

**7.1 Staff Report - Executive Director**

Oral report.

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

Informational only.

**7.3 Staff Report - Outreach Programs Update**

Informational only.

**8. Regular Agenda**

**8.1 DTSC Proposed Regulatory Changes for Hazardous Waste Landfills**

Informational only.

**8.2 Employment Agreement for Executive Director**

Approve an Employment Agreement by and between West Contra Costa Integrated Waste Management Authority (Authority) and Cliff Feldman (Employee) for services as Executive Director in a form substantially conforming to Attachment 1 to this Report.

### **8.3 Amendment Extending Current Post Collection Agreement**

Authorize the Interim Executive Director execute the First Amendment to the Agreement Between the West Contra Costa Integrated Waste Management Authority (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 (Contractor), extending the term through December 31, 2025.

### **8.4 Approve Fiscal Year (FY) 2025-26 Authority Budget and Approve a Change to the Reserves Policy**

CONSIDER and APPROVE attached Resolution 25-09 (R-1) adopting the Fiscal Year 2025-26 Budget and Compliance Fund as proposed by Staff in this report; and

CONSIDER and APPROVE attached Resolution 25-10, (R-2) establishing the Operating Fund Reserve minimum balance be fixed at 67% of the Operating Budget, and lowering the Recycling Fund Reserve to a minimum balance of \$100,000.

### **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**

Hold a Public Hearing and Adopt a Resolution 25-11 (Attachment 1) approving the July 1, 2025 to December 31, 2025 mid-year adjustment to 2025 Post-Collection Rates for the Republic Services Collection Service Area as set forth in Exhibits to the Resolution.

## **9. Board Member and Staff Announcements**

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

## **10. Adjournment**

*Consideration of a motion to adjourn. The next regular Board of Directors' Meeting is scheduled for July 10, 2025.*



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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** May 8, 2025 Authority Board Meeting Minutes

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**ACTION REQUESTED:**

Consider a MOTION to APPROVE the subject minutes.

**BACKGROUND:**

The minutes for the May 8, 2025 Authority Board Meeting are attached.

**ATTACHMENTS:**

[Agenda Item 6.1 - Attachment 1: ActionMinutes 2025-05-08 - draft.pdf](#)

## WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA) BOARD OF DIRECTORS MEETING MINUTES – MAY 8, 2025

**Meeting Date | Time 5/8/2025 6:15 PM | Meeting Location City of Richmond, City Council Chambers, 440 Civic Center Plaza – 27<sup>th</sup> Street, Richmond, CA 94804**

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

**Board Members Present:**  
Directors: C. Zepeda (Chair) Richmond; W. Ktsanes, El Cerrito; D. Bhattarai, Hercules; A. Tave, Pinole; J. Brown, Richmond; and R. Xavier (Vice Chair) San Pablo  
Absent: D. Robinson, Richmond; 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 6:15 P.M.

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

### PLEDGE OF ALLEGIANCE

Chair Zepeda led the Pledge of Allegiance.

### PUBLIC COMMENT

CORDELL HINDLER, Richmond, invited members of the Board to the Contra Costa Mayors Conference to be held in the City of San Ramon on June 5 at 6:30 P.M., \$70 per person, RSVPs required by the middle of May; and to the Richmond Rotary Club weekly meeting on May 16 at 12:30, \$35 per person. In addition, he identified the Salesian High School Blood Drive scheduled for May 16 between 9:00 A.M. and 2:00 P.M.

Chair Zepeda adjourned into Closed Session at 6:18 P.M.

### CLOSED SESSION

#### PUBLIC EMPLOYEE APPOINTMENT

*Title: Executive Director*

Chair Zepeda returned to open session at 7:16 P.M.

Legal Counsel John Bakker reported that the Board had given direction to staff.

### EX-PARTE COMMUNICATIONS & DISCLOSURES

There were no ex-parte communications or disclosures.

## CONSENT CALENDAR

1. April 10, 2025 Authority Board Meeting Minutes: (Motion to approve)
2. April 17, 2025 Authority Special Board Meeting Minutes: (Motion to approve)
3. Fiscal Year 2024/25 Edible Food Recovery Grant Allocations: (Motion to approve)
4. Authority to Execute an Extension of the Current Post Collection Agreement: (Motion to authorize)

PUBLIC COMMENT: SAMANTHA CARR reported that the City of Richmond was encouraged to see Item 4 on the Consent Calendar and hoped that meant progress was being made towards a six-month extension that was fair to ratepayers, demonstrating Republic Services' good faith effort and continued commitment to fostering collaborating relationships with the member agencies.

**MOTION** by Director Ktsanes to approve Consent Calendar Items 1, 2, 3 and 4, as submitted.  
**SECOND** by Director Xavier.

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

## STAFF REPORT

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

Interim Executive Director Steve Duran reported that a letter had been received from Contra Costa County rescinding the letter terminating the contract and remaining with RecycleMore. In addition, the City Managers had gotten a letter out to Republic Services this afternoon urging Republic to extend the term of the current agreement to allow more time to negotiate the details of the coming agreement. He stated that there had been substantive discussions regarding the terms of what an extension would look like at this point.

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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 – Program Manager - Outreach**

The report from Lisa Borreani, the Outreach Program Manager, was presented in writing. She took this opportunity to share two videos around Earth Day and composting that had been created in-house, with a focus on supporting SB 1383 and the requirements for diverting food waste and yard waste from the landfill. The videos offered information on the discount programs for composting bins and accessories.

Ms. Borreani reported that a facility tour had been set up for a special meeting on May 22, 2025, and a bus had been chartered to take participants to the facility. Members of the Board were to meet at 9:00 A.M. at the RecycleMore offices. The tour would be led by Republic Services with support from RecycleMore staff. The tour would be about two hours in length.

Ms. Borreani also explained, when asked, how residents can pick up the composting material from the composting facility as well as how to purchase the backyard composters, supplies and accessories, with all information on the RecycleMore website.

## REGULAR AGENDA

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**Agenda Item 8.1 – Discussion of Department of Toxic Substance Control 2025 Draft Hazardous Waste Management Plan | Presenter | Chair Zepeda**

Interim Executive Director Duran stated the item had been placed on the agenda at the request of the Chair, to allow an opportunity for discussion.

Chair Zepeda stated he had attended a meeting called by the Department of Toxic Substance Control (DTSC) given a proposal for a change that would allow dump areas to take in hazardous waste, which would allow vehicles from other areas to travel through communities when making their way to a landfill. He noted that the West County landfill was currently a transfer station and it was unknown whether or not that could be redesignated as a landfill. He explained that many jurisdictions were opposing that possibility. The next meeting would be in Southern California, although he had invited DTSC staff to Richmond to provide the information locally.

The Board discussed whether or not a letter should be drafted to object to the intended change and include Republic Services in the response. It was recommended that the item be considered on the next meeting agenda, hopefully with additional information, including a response from the Contra Costa County Hazardous Materials Commission.

The Interim Executive Director advised that RecycleMore staff could follow through with DTSC staff to gather more information, and include Republic Services in that process.

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**Agenda Item 8.2 – Amendment to Professional Services Agreement with HF&H Consultants | Presenter | Steve Duran – Interim Executive Director**

Interim Executive Director Duran advised that rate setting had to be done as part of the Post Collection Agreement (PCA) process and he recommended that HF&H Consultants be hired at a cost of \$10,000 to assist with that rate setting. Also, in the previously approved contract Legal Counsel Bakker had recommended some language change to the Indemnification clause that had been included in the Board packet. With that, he recommended approval of the Amendment to the Professional Services Agreement with HF&H Consultants to add the rate setting scope of work that was currently not included in the current contract.

**MOTION** by Director Xavier to approve a Resolution directing the Interim Executive Director to execute a First Amendment to the sole source Professional Services Agreement with HF&H Consultants in an amount not-to-exceed \$10,000 to assist with Authority staff with rate setting for the calendar year 2026, and to make a change to the Indemnification section of the Agreement. **SECOND** by Director Tave.

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

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**Agenda Item 8.3 – Alternative Funding for WCCIWMA Operations | Presenter | Steve Duran – Interim Executive Director**

Interim Executive Director Duran stated this item was a continuation of a discussion started at the April 20, 2025 meeting in the event that a new PCA was not in place at the expiration of the current PCA. Potential alternatives had included payment through property tax bills or to have the member agencies put the PCA fees for RecycleMore on the collection bills sent out on behalf of Republic Services. He referred to the matrix in the Board packet and

explained that the parcel tax might be a long-term option, although it would be complicated, time-consuming and expensive to set up.

As a result, it would be difficult to pursue that option for this coming year since that would have to be done by August 10, 2025. At this point, RecycleMore only had a six- to eight-month supply of reserves. For the member agencies to collect, Mr. Duran reported there would be administrative costs estimated at \$80,000 for start-up and \$100,000 for ongoing costs, but it would be possible to do. Maintaining the status quo would involve an extension, which effort was currently under negotiation, or there would have to be some sort of side letter that in the absence of a PCA Republic would have to put RecycleMore fees on its bill, and that was currently in active discussions. He stated the issue would have to be resolved by June 12, 2025.

Director Xavier stated the City of San Pablo would prefer a city-collection (member agency-collection) system and objected to a county-collection for a number of reasons, not the least of which was the time required to do that.

When asked, Interim Executive Director Duran stated that the City Managers were aware of the situation and the trend so far was that a city-collection process as opposed to going through the parcel tax process was preferred. He added that a city-collection process would have to be unanimously approved. He clarified the three options involved as Option 1, status quo for an approved extension; Option 2, city collection; and Option 3, fees collected on the county tax roll.

Legal Counsel Bakker described the pros and cons of the proposed options and emphasized that while the city collection process could start any time, the parcel tax process through the county had an August 10, 2025 deadline, and while RecycleMore could miss a month of fees if not started on July 1 as expected, it could not miss a year which was what would occur if the August 10, 2025 deadline was not met.

Legal Counsel Bakker described what might occur with El Cerrito, which had a different timeline, and explained it would be more or less a wash in that El Cerrito had a PCA with Republic that would not expire until December 2025, which required El Cerrito to collect the RecycleMore fee, a component for the Authority where a rate would be set and El Cerrito's share would still be collected through the per ton rate until January 1, 2026, at which time the new fee would go into effect.

The Interim Executive Director clarified how RecycleMore currently received the fee from Republic Services and explained that currently the rate setting set the per ton rate to fund the budget. RecycleMore was paid per ton, and Republic would send the funds received from its customers to RecycleMore. He re-clarified the additional costs that would be associated with a city-collection process.

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**Agenda Item 8.4 – Budget Workshop – West Contra Costa Integrated Waste Management Authority Fiscal Year 2025-26 Draft Budget | Presenter | Steve Duran – Interim Executive Director**

PUBLIC COMMENT: JUSTIN SULLIVAN, Contra Costa County, raised a concern in the budget that allocated funds under the Republic portion of the Compliance Fund. He referred to Attachment 3 to the agenda item, Page 56 in the meeting packet, and specifically to the route reviews and quarterly content studies. He stated it was important to note that for both waste characterization studies and route reviews, SB 1383 did not require both activities be conducted, and since the funds were part of the Compliance budget they should be under the direct oversight and control of RecycleMore and not Republic Services. He urged the Board to review the item to determine whether or not both activities should be conducted, and for alignment with both the legal requirements and the proper governance.

Interim Executive Director Duran set up the presentation for the WCCIWMA Fiscal Year 2025-26 Draft Budget.

Interim Executive Director Duran clarified the item was a workshop, no approval was being requested, simply that the budget proposed six full-time staff positions, bringing the Reserves and Recycling Fund into compliance with WCCIWMA policy by significant transfers, looking at a total 2025-26 Operating Budget of \$2,060,486, the need to seek additional revenues to replenish the reserves and a surplus next year of \$67,951, along with a separate Compliance Fund Budget of \$698,500.

Interim Executive Director Duran provided a PowerPoint presentation to identify WCCIWMA's charge based on the Joint Exercise of Powers Agreement (JEPA), described its core services, the budget challenges, reserve requirements, the operating revenue FY 2024-25 versus FY 2025-26, operating fund expenses projected and proposed for FY 2024-25 and FY 2025-26, reserve fund compliance, reserve funds balancing and Compliance Fund details.

The Interim Executive Director reported that FY 2024-25 had been extraordinarily challenging, the reserves would have to be replenished, and to get WCCIWMA's finances in order one-time would significantly increase the budget. He added that the proposed FY 2025-26 Operating Budget represented an increase of 17.2 percent over the FY 2024-25 Operating Budget, and this year operating expenses included a 10 percent buffer. He described some of the increases involved in the individual line items along with a cost less than projected under Operational Expenses. The largest gap was in the Reserve Fund where funds had previously been used to balance the budget. By Board Resolution 18-02, the reserves were to remain fixed at 67 percent of the annual Operating Revenues with a target level of \$662,000, and in order to be in compliance with that policy, \$484,102 was needed to replenish the reserves.

Interim Executive Director Duran noted that the Compliance Fund would come back to WCCIWMA from Republic Services, and he pointed out the funds that would be transferred from the Compliance Fund to the Reserve Fund as reimbursement for compliance expenditures paid from the operating revenue from FY 2021-22 to FY 2024-25 for a closing balance of \$100,000 at the end of FY 2025-26. He added, when asked, that the actual Compliance Fund transfer would require a review of the invoices to match up with accounting and that was not expected for a few more weeks.

Ms. Abraham responded to questions from the Board about the Compliance Fund that currently sat with Republic Services, with a projected balance of \$563,204 by the end of the current fiscal year June 30, 2025, with expenses of around \$698,500 for program compliance expenses in addition to \$312,078 that needed to be transferred back to reserves. Given the high expenditures this year where route reviews and other items associated with SB 1383 requirements had increased, as had others, and the desire to have an additional closing balance in the Compliance Fund at the end of the year, and with the estimated \$547,374 in recommended post collection revenues, there would be a deficit of \$447,374, which would leave \$100,000 as the remaining balance. She clarified that the Compliance Fund was a restricted account specific to compliance expenditures.

Director Bhattarai asked for an explanation of the reason for the gap in funds this year.

In response, Ms. Abraham stated with respect to the Compliance Fund expenditures there were some expenses that sat outside WCCIWMA's control based on previous agreements where some SB 1383 charges were being charged out of the Compliance Fund while still being controlled by Republic Services. While she did not have the detail yet for those and other unexpected costs, she expected to have more information for the June meeting and expected some of those SB 1383 charges had been underbudgeted.

Ms. Abraham further responded to Director Bhattarai and explained that the quarterly content studies were not under the jurisdiction's requirements under SB 1383 in that they were under the facilities requirements.

Director Tave offered some background to the establishment of the Compliance Fund.

Director Xavier asked what the proposed operating cost would mean as a cost to ratepayers and in the next budget she requested that an estimated cost of the budget be provided for each of the typical ratepayer types.

In response to Director Brown, Ms. Abraham stated with respect to content studies that SB 1383 required any facility that processed organic materials (compost or recycling facility) to do content studies to determine what was being missed in the processing of organic materials. She would need to confirm the requirements and how that would be allocated to WCCIWMA's jurisdictions. She agreed with Director's Brown's suggestion that better sorting and less contamination and better public education resulting in less processing might help reduce overall rates.

Ms. Abraham added, in response to Director Tave, that the current rate per month, post collection portion of the entire waste bill for a 35-gallon can was \$13.28 and that customers pay their bills on a quarterly basis, meaning \$40 per quarter for just the post collection portion of the bill.

Interim Executive Director Duran confirmed that the impact on individual bills was fairly small.

Director Tave asked if there was anything else the Board could be doing to bring more service or do more for the ratepayers beyond the programs already provided.

Chair Zepeda referred to Mr. Sullivan's comments about rate reviews and content studies and asked staff to respond.

Ms. Abraham explained that WCCIWMA was funding the Compliance Fund and paying for activities happening outside its control and there was a question of whether or not those activities should be out of the agency's control, which discussion should be had to make sure they were fair, and when the Compliance Fund was back under the agency's umbrella whether Republic should be holding the contracts and ensure that the invoice amounts were correct.

Chair Zepeda asked about potential grants, and Ms. Abraham stated that grants were on WCCIWMA's strategic plan but many of the grants were federal and currently being cut and California grants had the same problem, but staff is always on the lookout for grants and networking with sister agencies to find all grant possibilities.

Ms. Abraham also responded to Chair Zepeda as to the fact that the marine flare program had been put on pause for the next fiscal year because that the agency had not received the grant for marine flares, which was a concern, particularly given that many RecycleMore communities were situated along the Bay. Chair Zepeda's concern was that i bringing forward another \$30,000 could further impact rates. Ms. Abraham responded that the \$30,000 to run the program was necessary as there could be serious consequences if the marine flares were not collected and ended up in the environment or posing safety issues to households. She stated that RecycleMore would continue to partner with the California Product Stewardship Council (CPSC). There were reusable flares available and staff had about 50 in stock to give out free at an event.

Chair Zepeda asked if the cities could mandate that reusable flares be used and Ms. Abraham stated in working with the CPSC there were templates for many things associated HHW and documentation could be provided to cities to create an ordinance regarding requirements for the use of reusable flares. He asked Directors to bring forward the information to their jurisdictions to create an ordinance to mandate the use of reusable flares.

Director Tave asked if there was an item in the budget for strategic and organizational planning.

Ms. Abraham explained that Mr. Duran, in his first time as the Interim Executive Director, had drafted a strategic plan which had not moved forward. The item had not been included in the budget given the increase expected. A professional to move forward with a strategic plan had been recommended.

Interim Executive Director Duran clarified for Chair Zepeda that there had been no recommendation to eliminate staff. He reported that two staff members were working out of class, the Recycling and Household Hazardous Waste (HHW) Program Manager, Reka Abraham, and the Outreach Program Manager, Lisa Borrenai, and Ms. Borreani had taken on much of the financial aspects of the agency. The JEPA had required a Treasurer but there was no Treasurer on staff. There was a recommendation to promote Ms. Borreani as a Marketing and Operations Manager that would include a Treasurer function.

The Interim Executive Director noted that a couple of options could be brought back to the Board at the next meeting to address the Board's comments and return with some options.

## **BOARD MEMBER AND STAFF ANNOUNCEMENTS**

There were no comments from members of the Board or any staff announcements.

## **ADJOURNMENT**

With consensus of the Board, Chair Zepeda adjourned the meeting at 8:53 P.M. to the next regular Board meeting scheduled for June 12, 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 May 8, 2025.

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Board Secretary

Date



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WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

**FROM:** Viviane Vidal

**SUBJECT:** May 22, 2025 Special Board Meeting Minutes

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**ACTION REQUESTED:**

Consider a MOTION to APPROVE the subject minutes.

**BACKGROUND:**

**ATTACHMENTS:**

[Agenda Item 6.2 - Attachment 1: ActionMinutes 2025-05-22 - special meeting](#)

# WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA) BOARD OF DIRECTORS MEETING MINUTES – MAY 22, 2025

**Meeting Date | Time 5/22/2025 9:00 AM | Meeting Location 3320 Blume Dr. Richmond, CA**

**Meeting called by** Board of Directors  
**Type of meeting** Special Board Meeting  
**Authority Staff Present** Steve Duran, Viviane Vidal,  
Lisa Borreani, Reka Abraham,  
Rachel Dice, Webster Nguyen

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

## CALL TO ORDER/ROLL CALL

Chair Zepeda called the special meeting of the West Contra Costa Integrated Waste Management Authority (WCCIWMA), also known as RecycleMore, to order at 09:19 A.M.

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

## AGENDA ITEM – REPUBLIC SERVICES RECYCLING FACILITIES TOUR

RecycleMore provided a chartered FirstStudent bus tour that picked-up the participants in the RecycleMore parking lot at 3220 Blume Drive in Richmond, California and took participants for the tour of the West County Integrated Resource Recovery Facility (IRFF), the West Contra Costa Household Hazardous (HHW) Waste, and Compost Facilities located at 101 Pittsburg Ave, in Richmond, California. Republic Services Staff guided the tour and allowed a physical walk through and hands on informative tour of the three (3) facilities where these materials are sorted and processed.

The chartered bus arrived back from the tour about 12:15 P.M. to the RecycleMore offices.

## ADJOURNMENT

With consensus of the Board, Chair Zepeda adjourned the meeting at 12:09 P.M. until the regular Board meeting scheduled for June 12, 2025 at 6:15 P.M.

I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Special Board meeting held May 22, 2025.

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

\_\_\_\_\_  
Date



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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025  
**TO:** West Contra Costa Integrated Waste Management Authority Board  
**FROM:** Reka Abraham - Program Manager  
**SUBJECT:** Clerical Correction - FY24/25 Edible Food Recovery Grant Allocations

**ACTION REQUESTED:**

Consider a MOTION to APPROVE corrected FY24/25 grant funding allocations from \$59,719 to \$77,107 for food recovery organizations.

**BACKGROUND:**

**DISCUSSION:**

On May 8, 2025, the Board approved funding allocations for the FY24/25 Edible Food Recovery grant recipients in a total amount of \$59,716.00 from the Compliance Fund. Staff have since discovered a clerical error in the total, where the individually listed grant amounts did not add up correctly. The correct funding allocation for the FY24/25 edible food recovery grant is \$77,107.00, which remains within the \$100,000 budget approved by the Board on July 18, 2024.

Grant funding allocations are determined as follows:

<b>Food Recovery Organization Location</b>		<b>Amount Allocated</b>
<i>ABLE Community Development Foundation</i>	Richmond	\$7,593.00
<i>Anchor of Life Church</i>	San Pablo	\$11,118.00
<i>Bay Area Rescue Mission</i>	Richmond	\$17,391.00
<i>North Richmond Missionary Baptist Church</i>	Richmond	\$4,859.00
<i>Richmond Emergency Food Pantry</i>	Richmond	\$6,291.00
<i>SoJourney Truth Presbyterian Church</i>	Richmond	\$1,492.00

<i>St. Vincent de Paul Conference at St. Jerome Church</i>	El Cerrito	\$8,363.00
<i>True Fellowship Baptist Church</i>	Richmond	\$20,000.00
<b>Total</b>		<b>\$77,107.00 (Corrected total)</b>

**FISCAL IMPACT:**

Total funding allocated: \$77,107.00 from the Compliance Fund.

**ATTACHMENTS:**



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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Job Description for the Position of Executive Director

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## **ACTION REQUESTED:**

CONSIDER and APPROVE a RESOLUTION 25-08 establishing a position description for the Executive Director of the West Contra Costa Integrated Waste Management Authority - (Attachment 1).

## **BACKGROUND:**

On January 30, 2025, the Authority Board approved an updated job description of the position of Executive Director. However, that updated job description did not explicitly include the function of Controller. In order to comply with the Joint Exercise of Powers Agreement (JEPA), the function of Controller must exist in the organization.

## **DISCUSSION:**

The JEPA requires the Controller to “draw warrants to pay demands against the Authority when the demands have been approved by any person authorized to so approve.” In short, the Controller is the final approver of the disbursement of funds. Duties include:

- Approve disbursements of funds in accordance with approved procedures.
- Prepare the annual budget for WCCIWMA, monitor and approve all expenditures, and provide the Board with timely reports on the status of the budget.
- Oversee of the organization’s financial systems and procedures to ensure security, solvency, and adequate cash flow.
- Development of financial strategies to help the organization run efficiently.
- Ensure that staff and consultants’ work is meeting all Governmental Accounting Board

(GASB) requirements.

- Reviewing financial statements and making the Board aware of significant financial developments.
- Approval of and signing for the Authority's financial statements and audits.

The proposed job description for the position of Executive Director has been updated to explicitly include these controller functions, although in practice the RecycleMore Executive Director is assumed to perform these functions.

**FISCAL IMPACT:**

The recommended action has no fiscal impact.

**ATTACHMENTS:**

[Agenda Item 6.4 - Attachment 1: Resolution 25-08 Executive Director Job Description](#)

[Agenda Item 6.4 - Attachment 2: Exhibit A 250612 - Job Description - Executive Director](#)

RESOLUTION NO. 25-08  
RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
APPROVING THE UPDATED JOB DESCRIPTION OF THE  
EXECUTIVE DIRECTOR

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is empowered to create positions and position descriptions, establish salaries and benefits for employees and hire employees; and

WHEREAS, the Board of Directors desires to update the position description of Executive Director to include the function of Controller in order to comply with the Joint Exercise of Powers Agreement (JEPA), which governs the Authority;

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

The Job Description for the position of Executive Director is hereby updated to include the function of Controller in compliance with the Joint Exercise of Powers Agreement and said updated Job Description is attached hereto as Exhibit A.

ATTEST:

CHAIR OF THE BOARD:

\_\_\_\_\_

\_\_\_\_\_

Viviane Vidal, Board Secretary

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 June 12, 2025 by the following vote:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Viviane Vidal, Board Secretary

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)

**EXECUTIVE DIRECTOR**

JOB DESCRIPTION

**OVERVIEW**

The position of Executive Director for WCCIWMA/RecycleMore serves as the Chief Executive Officer and is responsible for the efficient and effective management and administration of all the affairs of WCCIWMA.

**SUPERVISION RECEIVED AND EXERCISED**

This position reports to the WCCIWMA Board of Directors and receives supervision from the WCCIWMA Board of Directors. This position supervises all the employees with direct reports from the current positions of (but not limited to) Recycling and HHW Program Manager, Outreach Program Manager, and the Office Administrator positions.

**ESSENTIAL JOB DUTIES AND RESPONSIBILITIES**

*Essential job duties and responsibilities are described below but are not limited to the following:*

Operations and Administration

1. Develop, plan and implement WCCIWMA's goals, objectives, programs, policies, and procedures. When appropriate, direct or provide oversight, review, and evaluation of the above.
2. As needed, hire service providers, negotiate contracts for scope of work and payment, and administer contracts.
3. Manage the "Rate Setting" process using in-house staff and consultants.
4. Plan for and implement the Post Collection Agreement, which is typically a ten-year period and includes municipal solid waste, recycling and organics processing for residential, commercial, and industrial rate payers.
5. Conduct or provide oversight for the selection, training, and evaluation of agency personnel; provide or coordinate employee and organizational development; and administer human resources policies and procedures.
6. Manage the Regional Integrated Solid Waste Management Plan.
7. Develop and implement (if needed) a timely program for the solicitation of Request for Proposals (RFPs) for solid waste services prior to the expiration of the current Post Collection Agreement (PCA).
8. Coordinate WCCIWMA's solid waste programs with Contra Costa County's Integrated Solid Waste Management Plan.
9. Provide oversight for the region's Household Hazardous Waste collection program.

10. Plan and implement activities required of WCCIWMA or its Member Agencies to comply with AB 939, AB 341, AB 1826, SB 1383, and other California State Laws.
11. Plan, develop, and implement a Public Information Program targeted to all segments of the communities served by WCCIWMA during solid waste or household hazardous waste crisis or emergency.
12. Manage contractual relationships.

#### Finance - Perform the Functions of Controller

1. Approve disbursements of funds in accordance with approved procedures.
2. Prepare the annual budget for WCCIWMA, monitor and approve all expenditures, and provide the Board with timely reports on the status of the budget.
3. Oversee of the organization's financial systems and procedures to ensure security, solvency, and adequate cash flow.
4. Development of financial strategies to help the organization run efficiently.
5. Ensure that staff and consultants' work is meeting all Governmental Accounting Board (GASB) requirements.
6. Reviewing financial statements and making the Board aware of significant financial developments.
7. Approval of and signing for the Authority's financial statements and audits.

#### External Relationship Management

- As may be authorized by the Board of Directors, advocate for the interests of WCCIWMA and its Member Agencies in matters related to solid waste services, facilities, and programs before local, state, and federal agencies.
- Serve as liaison and coordinate activities between WCCIWMA and other agencies, governmental bodies, groups, and organizations.
- Advise Member Agencies concerning issues related to regional solid waste facilities, programs, rates, and charges.
- Establish and maintain cooperative relationships with elected officials, city representatives, staff, consultants, and the public.

#### Board Responsibilities

- Assist the Board in all matters relating to solid waste rate hearings.
- Maintain frequent communication with the Board on all matters relating to WCCIWMA and provide recommendations when appropriate.
- Provide the Board with staff support including the preparation of meeting agendas and written and oral reports relating to the items on the agendas.
- Attend all meetings of the Board and its committees unless excused by the Board Chair.
- Attend member agency Council/Board meetings as necessary to update members on WCCIWMA activities.

- Perform all other related duties and responsibilities.

### **SUPERVISORY RESPONSIBILITIES**

Manages all Authority employees. Is responsible for the overall direction, coordination, and evaluation of these units. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and discipline employees; addressing complaints and resolving problems.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- Principles and techniques of organization, management, budgeting, cost control, staff development, human resource administration, planning, and office procedures.
- Principles and practices of solid waste management.
- Principles and practices of household hazardous waste management.
- AB 939, AB 341, AB 1826, SB 1383 and other applicable Federal, State, and local laws, regulations, media, and governmental relations.
- Operate on principles of transparency and accountability.
- Serve a diverse group of elected officials and faithfully execute policies in a manner which maintains their trust and confidence.
- Exercise sound independent judgment within general policy guidelines.
- Negotiate policy solutions skillfully.
- Coordinate and evaluate the work of the WCCIWMA's consultants and others providing services for the agency.
- Explain and promote programs and policies to the media and the public in a positive manner.
- Establish and maintain cooperative relationships.
- Ability to read, analyze, and accurately evaluate and interpret common scientific and technical journals, financial reports, and legal documents.
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community, in a timely manner.
- Ability to write speeches and articles for publication that conform to prescribed style and format.

### **EDUCATION AND EXPERIENCE**

Bachelor's degree with major course work in Environmental Studies, Solid Waste or Resource Management, Public or Business Administration, or a closely related field and eight to ten years of management experience in planning, organizing, developing, and implementing recycling or solid waste management and/or environmental related programs and projects. Experience in both the public and private solid waste sectors is highly preferable. A Master's degree is highly preferred.

### **COMPUTER SKILLS**

- Must be able to use Microsoft Office; Word, Excel, PowerPoint, MS Teams, as well as Office 365/Outlook for e-mail and Internet tools, on a PC-related platform.
- Ability to use other software programs as required.

### **LANGUAGE SKILLS**

- Bilingual or multilingual in Spanish or other languages, or basic understanding, is preferred.

### **ADDITIONAL REQUIREMENTS**

- Valid driver's license in good standing.
- Access to a reliable vehicle.
- Auto and driver's insurance.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- Requires the ability to sit up to 3-6 hours per day with intermittent occasional walking and standing.
- Occasionally it may be required to lift items up to 10 pounds to a height of up to 6 feet; up to 25 pounds to a height of 4 feet.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

- Office work environment with normal noise levels.
- Off-site and in-field visits, which may be loud or chaotic at times and may require special protective equipment such as: hearing protection, hardhat, etc.

### **FAIR LABORS STANDARDS ACT STATUS**

The Fair Labor Standards Act (FLSA) is the federal regulation for employee working hours and pay standards. It determines the exempt or non-exempt status of jobs and overtime requirements for an employee.

- Exempt (not eligible for overtime pay)       Non-Exempt (entitled to overtime pay)

### **WORK HOURS AND LOCATION**

This is a full-time position with a hybrid work schedule.

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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Job Description for the Position of Marketing & Operations Manager

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## **ACTION REQUESTED:**

CONSIDER and APPROVE a RESOLUTION 25-07 creating the new position of Marketing & Operations Manager, establishing a job description and a salary range for this position. (Attachment 1).

## **BACKGROUND:**

During the May 8, 2025 Board Meeting FY 25-26 Workshop Agenda Item, staff proposed a new position of Marketing & Operations Manager (then referenced as “Multi-Manager) be created to combine classification duties of the Outreach Program Manager and the several of the duties of the former Manager of Finance and Administration position, which was eliminated in the reorganization in February of 2024.

Since the re-organization, much of the work performed by the eliminated position were assumed by the Outreach Program Manager. These duties included the functions of administration, human resources, and accounting. The duties of Board Secretary were also assumed on an interim basis until the new Office Administrator – Board Secretary position could be filled.

With the creation of the position of Marketing and Operations Manager, the current Program Manager – Outreach will officially assume a role she has been effectively performing since February of 2024, which is beyond her current grade level. In addition, the duties of Treasurer, which is required under our Joint Exercise of Powers Agreement, are included in the new Job Description.

**DISCUSSION:**

In creating a job description to combine the duties of the Outreach Program Manager and additional duties as indicated, the title was updated to Marketing & Operations Manager to better reflect the duties of the position and to offer a promotion.

The proposed salary range for this position was set to be below the level of Deputy Executive Director & Regulatory Manager and above the level of Office Administrator and Senior Coordinator, with some overlap with the Deputy Executive Director & Regulatory Manager range. The proposed salary range for the Marketing & Operations Manager is \$152,376.76 to \$174,856.23. The fiscal year 2025-26 Executive Director salary is set at \$204,259 and the Deputy Executive Director & Regulatory Manager salary range is set at \$163,229.79 to \$187,310.34. The salary range for all Authority staff positions is contained in the proposed fiscal year 2025-26 budget, in the Compensation Schedule.

**FISCAL IMPACT:**

The recommended action will have a net cost of \$9,644.99 in FY2025-26 and similar costs thereafter, based on a salary of \$163,229.79, less \$153,584.80, which would have been the salary for the Program Manager position this position is replacing,

**ATTACHMENTS:**

- [Agenda Item 6.5 - Attachment 1: Resolution 25-07 Marketing and Operations Manager 250612.pdf](#)
- [Agenda Item 6.5 - Attachment 2: Exhibit A Job Description - Marketing & Operations Manager.pdf](#)

RESOLUTION NO. 25-07  
RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
CREATING THE POSITION OF, AND APPROVING THE JOB DESCRIPTION AND  
SALARY RANGE FOR, MARKETING & OPERATIONS MANAGER

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is empowered to create positions and position descriptions, establish salaries and benefits for employees and hire employees; and

WHEREAS, the Board of Directors desires to create the position of Marketing & Operations Manager to include the functions of Operations Manager, which includes Financial, Human Resources and Administrative functions, and functions of Marketing Manager, which includes the current duties of the position of the Program Manager - Outreach; and

WHEREAS, the Board of Directors desires to establish the salary range for the Marketing and Operations Manager for fiscal year 2025-26 at \$152,376.76 to \$174,856.23.

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

1. The position of Marketing & Operations Manager is hereby created; and
2. The Job Description for this position, which is attached hereto as EXHIBIT A, is hereby approved; and
3. The salary range for this position for fiscal year 2025-26 is established at \$152,376.76 to \$174,856.23.

ATTEST:

CHAIR OF THE BOARD:

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

\_\_\_\_\_  
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 June 12, 2025 by the following vote:

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

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

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

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

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)

## **MARKETING & OPERATIONS MANAGER**

### **OVERVIEW**

The Marketing & Operations Manager is a dual position with distinct specialized management responsibilities in the area of marketing (which includes outreach duties), as well as oversight the daily operations of the Authority (which includes administrative, financial, human resources and treasurer duties).

### **DISTINGUISHING CHARACTERISTICS**

#### **Marketing Manager**

This is management classification responsible for providing specialized expertise and advanced knowledge in the areas of multi-platform media and outreach strategies to publicize recycling, solid waste management, and related environmental protection issues. This role is to perform assignments independently, drawing upon technical knowledge and expertise of the outreach and marketing field, and the ability to manage multiple programs at the same time.

#### **Operations Manager**

This is a management classification responsible for managing the daily operational activities of the Authority, the Authority's financial accounts, and Human Resource functions. Key characteristics of this position include leadership, problem-solving, project management, and communication skills, along with a good working knowledge of the administrative and financial functions of the Authority. This position also assists the Executive Director in forming, updating, and implementing administrative practices and processes to make Authority operations more efficient, effective, collaborative, and transparent.

### **SUPERVISION RECEIVED AND EXERCISED**

This position reports to the Executive Director (ED) and supervises staff such as the Outreach Coordinator, and consultants and/or vendors in the assigned areas of responsibility. This position may take on special projects, as assigned by the Executive Director, and may assign tasks to the Office Administrator in the areas of operations and finance.

## **GENERAL RESPONSIBILITIES**

### **Marketing Manager**

Plan, organize, supervise and coordinate the work of assigned staff and consultants working on multiple solid waste, recycling and household hazardous waste (HHW) outreach and education programs; to plan, develop, promote and implement community and outreach activities regarding Authority's source reduction, HHW and recycling programs; to coordinate the school outreach and education program in the region; to represent the Authority and its programs to various public and private citizen groups, agencies and regulatory agencies.

General responsibilities include, but are not limited to:

- Provide leadership and direction to ensure establishment of effective community relations, public education and information and outreach program activities directed at reduction of waste disposal in landfills and removal of household hazardous waste.
- Administer and co-ordinate source reduction and recycling activities identified in approved plans for implementation by member agencies, franchised solid waste collectors, generators, and recyclers.
- Provide technical assistance regarding outreach to member agencies, solid waste generators, collectors, and recyclers to reduce the amount of landfilled waste.
- Develop and implement alternative education and public information programs directed at source reduction and recycling programs.
- Prepare responses to correspondence for appropriate signature and prepare reports to the Authority Board of Directors, member agencies and the public.
- Prepare and administer requests for proposals for professional and other services necessary to implement Authority programs and related activities.
- Research opportunities for grant funding and other funding assistance, prepare applications for grants and other funding assistance; research, gather and develop annual program budgets.

## **Operations Manager**

Plan and administer the day-to-day operations of the Authority in the areas of operations and finance.

General responsibilities include, but are not limited to:

### *Operations – Oversee day-to-day operations, including human resources.*

- Oversee and optimize the Authority's operational activities, ensuring effective operational processes.
- Develop strategies and manage resources for team members performance efficiency and productivity.
- Maintain high quality standards and ensure adherence to company policies, industry regulations, and safety standards.
- Provide guidance and support to team members, fostering a culture of accountability and excellence.
- Oversee the administration of human resources policies and processes, and benefit plans.
- Oversee the administration of payroll, CalPERS (Medical and Retirement), and the 457 plan.
- Assist the Executive Director in developing and implementing policies and procedures.

### *Finance - Perform the Functions of Treasurer*

- Assist with budget preparation.
- Manage bank accounts and investment accounts.
- Oversee accounting services, ensuring timely payments for accounts payable and receivable.
- Track and monitors expenses, cash flow and available funds according to policy and approved budget.
- Coordinate financial audits with consultants and independent auditors.
- Sign for the Authority finances. (Two signature system)
- Manage financial consultants.
- Ensure compliance with financial regulations and reporting.
- Keep up to date with new governmental financial requirements.

## **OTHER REQUIREMENTS**

### **Typical Physical Requirements**

Frequently stand and walk; sit for extended periods; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **Typical Working Conditions**

Normally work is performed in an office environment, with a hybrid work schedule; some exposure to outside conditions; constant contact with staff and general public.

### **Minimum Qualifications Knowledge of:**

State and federal laws and regulations governing solid waste activities; solid waste industry practices; development, operations and management of source reduction, recycling, composting, household hazardous waste programs and related public education and information programs.

Community relations skills associated with the implementation and public education of source reduction, recycling, household hazardous waste, composting and other related environmental protection programs.

Preparation and administration of requests for proposals and grant application; contract administration and management of program budget and fiscal controls.

Theory and principles of supervision, human resource management, and a good understanding of basic accounting.

### **Ability to:**

Develop, implement and monitor progress of source reduction, recycling, household hazardous waste and composting programs, and set long range program goals.

Provide public education and community relations associated with the Authority's various environmental protection programs.

Analyze various situations and take appropriate course of action; analyze budget and technical reports; interpret state, federal and local laws, rules and regulations associated with environmental protection programs.

Research data, meet deadlines, apply sound logic and judgment in problem solving. Communicate effectively, tactfully, and persuasively orally and in writing.

Supervise, train and evaluate performance of assigned staff, volunteers, and consultants/contractors.

Establish and - maintain effective working relationships with those contacted during the course of performing duties.

Improve overall company efficiency and productivity.

Have organization and planning capabilities.

Ability to manage multiple projects and programs at the same time.

## **EDUCATION AND EXPERIENCE**

Any combination of education and experience that would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

### **Experience**

Four (4) years of increasingly responsible experience in the planning, delivery, and operation of outreach and marketing activities as well as successfully managing and operating related programs and staff.

### **Education**

Education equivalent to a Bachelor's Degree in Marketing, Education, Media, Environmental Science, Planning, and/or Public Administration or closely related field.

### **Licenses**

Possession of an appropriate valid California Driver' License.



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

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Job Description for the Position of Deputy Executive Director and Regulatory Manager

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## **ACTION REQUESTED:**

CONSIDER and APPROVE a 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. (Attachment 1).

## **BACKGROUND:**

On May 8th in closed session, the Authority Board directed the creation of the position of Deputy Executive Director and to combine the new position with the position of Program Manager – Recycling and Household Waste (HHW).

## **DISCUSSION:**

In creating a job description to combine the duties of the Deputy Executive Director and Program Manager – Recycling and HHW, the title was updated to Deputy Executive Director and Regulatory Manager to better reflect the most important aspect of managing the recycling and household hazardous waste programs, which is ensuring regulatory compliance and reporting data to CalRecycle.

The proposed salary range for this position is set to be below the level of Executive Director and above the level of the proposed Operations and Marketing Manager position, with some overlap with the Operations and Marketing Manager position range. The proposed salary range for Deputy Executive Director and Regulatory Manager is \$163,230 to \$187,310. The fiscal year 2025-26 Executive Director salary is set at \$204,259 and the salary range for the

Operations and Marketing Manager is set at \$152,377 to \$174,856. The salary range for all Authority staff positions is contained in the proposed fiscal year 2025-26 budget.

**FISCAL IMPACT:**

The recommended action will have a cost of \$21,271.03 in fiscal year 2025-26, and a similar impact each year going forward.

**ATTACHMENTS:**

[Agenda Item 6.6 - Attachment 1: Resolution 25-06 DED and Regulatory Manager Job Description 250612.pdf](#)

[Agenda Item 6.6 - Attachment 2: Exhibit A FINAL DED and Regulatory Manager Job Description.pdf](#)

RESOLUTION NO. 25-06  
RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
CREATING THE POSITION OF, AND APPROVING THE JOB DESCRIPTION AND SALARY  
RANGE FOR, THE DEPUTY EXECUTIVE DIRECTOR AND REGULATORY MANAGER

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is empowered to create positions and position descriptions, establish salaries and benefits for employees and hire employees; and

WHEREAS, the Board of Directors desires to create the position of Deputy Executive Director and Regulatory Manager to include the functions of a Deputy Executive Director and the current position of the Program Manager – Recycling and HHW; and

WHEREAS, the Board of Directors desires to establish the salary range for Deputy Executive Director and Regulatory Manager for fiscal year 2025-26 at \$163,229.79 to \$187,310.34.

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

1. The position of Deputy Executive Director and Regulatory Manager is hereby created; and
2. The Job Description for this position, which is attached hereto as EXHIBIT A, is hereby approved; and
3. The salary range for this position for fiscal year 2025-26 is established at \$163,229.79 to \$187,310.34.

ATTEST:

CHAIR OF THE BOARD:

\_\_\_\_\_

\_\_\_\_\_

Viviane Vidal, Board Secretary

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 June 12, 2025 by the following vote:

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Viviane Vidal, Board Secretary

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
(WCCIWMA)

**DEPUTY EXECUTIVE DIRECTOR  
AND  
REGULATORY MANAGER**

**OVERVIEW**

The position of Deputy Executive Director Regulatory Manager is a hybrid position with distinct executive and technical management responsibilities. As Deputy Executive Director (DED), this senior staff position is second in command, reporting to the Executive Director (ED). As Regulatory Manager, this position has technical and managerial responsibilities specific to the programs managed.

**DISTINGUISHING CHARACTERISTICS**

**Deputy Executive Director**

This executive classification is responsible for assisting the Executive Director in the management of the Authority, and in the absence of and the direction of the Executive Director, may from time to time be the Acting Executive Director.

**Regulatory Manager**

Planning, organizing, supervising and coordinating the work of assigned staff and consultants working on multiple solid waste, recycling and household hazardous waste programs; to ensure compliance with the requirements of the California Public Resources Code and regulations issued by the California Department of Resources Recycling and Recovery (CalRecycle); to represent the Authority and its programs to various public and private citizen groups, agencies and regulatory agencies.

**SUPERVISION RECEIVED AND EXERCISED**

This position reports to the WCCIWMA Executive Director and supervises staff assigned to the Recycling and Household Hazardous Waste (HHW) programs. In addition, this position oversees special projects and processes, as assigned by the Executive Director.

**GENERAL RESPONSIBILITIES**

**Deputy Executive Director**

General responsibilities include, but are not limited to:

- Assisting the ED with strategic planning, including setting goals and objectives, and establishing programs, policies, and procedures.
- Overseeing the management of Board Agendas.

- Assisting the ED with the rate setting process and the preparation of the annual budget for WCCIWMA.
- Assisting the ED with monitoring the Post Collection Agreement, especially as it relates to Recycling and Household Hazardous Waste programs.
- Assisting the ED with the coordination of solid waste programs with Contra Costa County's Integrated Solid Waste Management Plan.
- Signing coalition letters and writing comment letters on behalf of the Authority for extended producer responsibility bills and any other bill types as approved by the Board or described in approved Board Resolution(s).
- Managing the Authority's Technical Advisory Committee (TAC) and building collegial relationships with city and county staff comprising the TAC.
- Interacting and building good working relationships with management staff of the Post Collection Agreement Contractor.
- Interacting and building good working relationships with Cal Recycle Local Assistance Market Development (LAMD) representatives and other representatives.
- Prepare and administer requests for proposals for professional and other services necessary to implement Authority programs and related activities.

### **Regulatory Manager**

General responsibilities include, but are not limited to:

- Administering and ensuring compliance with the requirements of the California Public Resources Code and regulations issued by CalRecycle involving solid waste reduction, household hazardous waste and related environmental protection programs.
- Submitting reports to Cal Recycle and the Department of Toxic Substances Control as required by regulations for solid waste reduction and household hazardous waste programs.
- Administering and coordinating recycling, source reduction and household hazardous waste activities identified in approved plans for implementation by the Board of Directors.
- Provide technical assistance to member agencies and edible food generators, and food recovery organizations to reduce the amount of surplus edible food going to landfill and provide for the development and monitoring of markets for surplus edible food recovered from generators within the boundaries of the Authority.
- Analyze and compare alternative source reduction, recycling and composting programs to reduce the amount of waste landfilled.
- Analyze and compare alternative programs for safe collection, treatment, recycling and disposal of household hazardous waste.

- Develop and implement solid waste reduction, recycling, composting, and HHW collection programs.
- Prepare responses to correspondence and prepare reports to the Authority Board of Directors, member agencies and the public.
- Evaluate and provide comments and recommendations on legislative and regulatory proposals at the state, local or federal level.
- Research opportunities for grant funding and other funding assistance, prepare applications for grants and other funding assistance.
- Research and develop annual program budgets.

## **OTHER REQUIREMENTS**

### **Typical Physical Requirements**

Frequently stand and walk; sit for extended periods; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copies, and FAX.

### **Typical Working Conditions**

Normally work is performed in an office environment; some exposure to outside conditions; constant contact with staff and general public.

### **Minimum Qualifications Knowledge of:**

State and federal laws and regulations governing solid waste activities; solid waste industry practices; development, operations and management of source reduction, recycling, composting, household hazardous waste programs.

State reporting processes for recycling and HHW; knowledge of associated recycling and HHW legislation and mandated reporting.

Preparation and administration of requests for proposals and grant application; grant, contract administration and management of budget and fiscal controls.

Theory and principles of supervision and human resource management.

### **Ability to:**

Develop, implement and monitor progress of source reduction, recycling, household hazardous waste and composting programs, and long-range program goals.

Analyze various situations and take appropriate course of action; analyze budget and technical reports; interpret state, federal and local laws, rules and regulations associated with environmental protection programs.

Research data, meet deadlines, apply sound logic and judgment in problem solving. Communicate effectively, tactfully, and persuasively orally and in writing.

Supervise, train and evaluate performance of assigned staff, volunteers, and consultants/contractors.

Establish and maintain effective working relationships with those contacted during the course of performing duties.

### **EDUCATION AND EXPERIENCE**

Any combination of education and experience that would likely provide the required knowledge and abilities necessary to be successful in the position. Typical ways to obtain the required knowledge and abilities would be:

#### **Education**

Education equivalent to a Bachelor's Degree in Environmental Science, Planning, Public Administration or closely related field.

#### **Experience**

Four (4) years of increasingly responsible experience in the planning, delivery, operation of source reduction and recycling services with at least one year of successfully managing and operating related programs.

### **LICENSES REQUIRED**

Possession of an appropriate valid California Driver' License.



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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Staff Report - Executive Director

---

**ACTION REQUESTED:**

Oral report.

**BACKGROUND:**

**ATTACHMENTS:**

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WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025  
**TO:** West Contra Costa Integrated Waste Management Authority Board  
**FROM:** Reka Abraham - Program Manager  
**SUBJECT:** Staff Report - Recycling and HHW Program Update

---

**ACTION REQUESTED:**

Informational only.

**BACKGROUND:**

**DISCUSSION:**

Program Updates:

1. SB1383
  1. Edible Food Recovery
    1. FY23/24 final reports received
      1. Seven food recovery organizations were able to continue serving the community due to the grant, and recover an additional 116,566 additional pounds of surplus edible food.
      2. FY24/25 grant awards announced on April 28, 2025
        1. Checks have been distributed to 8 FROs
    - Food Shift has successfully completed compliance assistance with Central Food Super Mercado, 99 Ranch Market, San Pablo Supermarket, and Hercules Safeway, and will be working with the rest of the Luckys and Food Maxxs in West County to maximize donations
  1. Compliance Reviews
    1. Non-compliance notifications have been sent for SB 1383 and AB 341
    2. Cart drops for SB1383 non-compliant accounts to happen in July
  2. Waiver verifications
    1. Site inspections occurring monthly for 2022 waiver approvals
  3. Electronic Annual Report

1. Data collection templates have been provided to the member agencies to provide data for the August 1<sup>st</sup> report to Cal Recycle
4. Hercules MFD project
  1. Cascadia provided outreach to Bay Pointe Refugio - 201 Sunset Blvd (267 units) in May
  2. Planning for outreach at Bravo in June (216 units)
5. MOUs
  1. Richmond, El Cerrito and San Pablo reviewing the final MOU drafts
  2. Updating the Workplan
6. HHW
  1. Marine Flares 2025 collection event planning with CPSC scheduled

**ATTACHMENTS:**



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WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025  
**TO:** West Contra Costa Integrated Waste Management Authority Board  
**FROM:** Lisa Borreani - Program Manager  
**SUBJECT:** Staff Report - Outreach Programs Update

---

**ACTION REQUESTED:**

Informational only.

**BACKGROUND:**

**DISCUSSION:**

PROGRAM UPDATES – Planned for June 2025

1. Website
  - Article: Recap of Recycling Facility Tour from May 22, 2025
2. Social Media
  - 6/19/25 – Celebrate Juneteenth
3. Facility Tours and Presentations – Partnership with Republic Services
  - Schools
    - Final school assembly for the 24-25 school year is being held on June 10, 2025.
4. CalRecycle Oil Payment Program (OPP) Grant
  - Closing out of Cycle 14 which ends June 30, 2025. Final reporting due August 15, 2025.
  - Applying for Cycle 16. Deadline is June 30, 2025.
5. Events
  - Pinole Car Show – June 22, 2025. Promotion in progress. Focus will be giveaway of oil drainers and oil filter drainers and how to dispose of used oil properly.
  - Celebrate June Pride – Created email signature line banners and logo modification to use in social media profiles, website, and graphics.

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WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** DTSC Proposed Regulatory Changes for Hazardous Waste Landfills

---

**ACTION REQUESTED:**

Informational only.

**BACKGROUND:**

On May 8, 2025, the Board of Directors discussed potential regulatory changes proposed by the Department of Toxic Substances Control (DTSC) regarding hazardous waste disposal in landfills. The Board requested that Staff bring more information to the following Board meeting. Staff have invited RecycleMore's Household Hazardous Waste Consultant, Larry Sweetser, of Sweetser & Associates, Inc., as a guest speaker to provide a verbal update of DTSC's proposed changes and answer any questions from Board Directors.

**ATTACHMENTS:**

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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Employment Agreement for Executive Director

---

## **ACTION REQUESTED:**

Approve an Employment Agreement by and between West Contra Costa Integrated Waste Management Authority (Authority) and Cliff Feldman (Employee) for services as Executive Director in a form substantially conforming to Attachment 1 to this Report.

## **BACKGROUND:**

Due to the departure of the former Executive Director in 2024, an Interim Executive Director was appointed in December of 2024, with direction to, among other things, employ an executive recruitment firm with public sector experience on similar assignments to recruit a new Executive Director. Several firms were invited to submit proposals, but only one firm did - Bob Murray & Associates, and the Authority contracted with them for this assignment.

An Ad Hoc Committee was also appointed to interview five Board approved first-round candidates recommended by our recruiter. This committee, comprised of Chair Zepeda, Vice Chair Xavier, and Director Tave, then recommend a short-list of three candidates to the full Board for a final round of interviews and the Board concurred. The final round interviews, on April 17<sup>th</sup>, also included two additional panels, one comprised of City Managers or designees, and one comprised of Technical Advisory Committee staff and RecycleMore staff.

On May 8<sup>th</sup>, the Board gave direction in Closed Session to the Interim Executive Director and our Attorney, John Bakkar, to negotiate an Employment Agreement with Cliff Feldman within certain parameters. The Employment Agreement before the Authority Board is recommended by the Interim Executive Director and our Attorney for approval.

**DISCUSSION:**

The basic terms of the Agreement are as follows:

Annual Salary - \$204,259, with raises subject to performance reviews.

Term – Three years, commencing July 28,2025.

Severance - Six-month severance package if Employee is released by Authority without cause.

Vacation – 75 hours in calendar year 2025 and 168 hours each calendar year for first ten years of employment.

A \$250 per month automobile allowance.

**FISCAL IMPACT:**

The recommended action is funded in the fiscal year 2025-2026 Authority budget.

**ATTACHMENTS:**

[Agenda Item 8.2 - Attachment 1: 2025-06-04 FINAL Employment Agreement Cliff Feldman](#)

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is entered into by and between WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (“Authority”) and Cliff Feldman (“Employee”) on June 12, 2025.

### **RECITALS**

1. Authority desires to employ the services of Employee in the capacity of Executive Director and further desires to assure the service of Employee by establishing herein certain salary and limited benefits, and other terms and conditions of his employment.

2. Employee desires to accept employment as Executive Director beginning July 28, 2025, (herein “Start Date”), under the terms and conditions set below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follows:

### **AGREEMENT**

#### **1. DUTIES**

1.1 Authority hereby agrees to employ Employee as Executive Director conferring upon and delegating to Employee the overall responsibility for management and administration of the Authority.

1.2 Employee accepts employment as Executive Director and agrees to serve as such commencing on the aforementioned Start Date (*see Executive Director Job Description attached for more details regarding the role*).

1.3 Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. Employee shall comply with and carry out the Board of Directors’ policies in a manner consistent with rules and regulations of the Authority. The Employee shall obey the laws of the state of California and the United States of America as they apply to the performance of his duties.

1.4 Employee shall devote his full energies, interest, abilities and productive time to the performance of this Agreement and shall not, without Authority’s prior written consent, render services of any kind to others for

compensation or engage in any other activity which would materially interfere with the performance of his duties under this Agreement.

1.5 Conflicts of Interest.

1.5.1 A conflict of interest arises when the Employee's personal, financial, or other interests, whether direct or indirect, interfere or appear to interfere with the Employee's responsibilities and duties to the Authority. Employee shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect that is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. Employee shall not use their position, authority, or Agency resources for personal gain or for the gain of a third party. Employee shall not engage in any activity or transaction that conflicts with the interests of the Authority or the Authority's mission. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active Authority employment, providing such acts do not constitute a conflict of interest as defined herein.

1.5.2 Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Employee's Authority employment.

1.5.3 Employee is solely responsible for submitting to the Authority the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

2. **TERM**

2.1 The term of this Employment Agreement shall begin on the start date, and continue for three (3) years, unless extended or terminated by the Parties.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Directors to terminate the services of Employee at any time, subject only to the provisions set forth in Sections 3.1 and 3.2, of this Agreement.

2.3 The parties recognize and affirm that (1) Employee is an at-will employee whose employment may be terminated at any time within the this term or thereafter without cause; (2) there is no express or implied promise made to Employee for any form of continued employment; and (3) this Agreement is the sole and exclusive basis for an employment relationship between Employee and Authority.

2.4 Employee agrees to remain in the exclusive employ of the Authority during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing or consulting performed by Employee. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Employee, so long as the provisions set forth in Sections 1.4 and 1.5 of this Agreement are not violated.

### **3. TERMINATION AND SEVERANCE PAY**

3.1 The Board of Directors may terminate this Agreement for convenience in its absolute discretion upon thirty (30) days written notice to Employee. If Employee is terminated by the Board of Directors for cause, the Board of Directors shall have no obligation to provide thirty (30) days advance written notice or to make the severance payment set forth in Section 3.2. “Cause” shall include (1) conviction of a felony; (2) conviction of any illegal act involving moral turpitude or personal gain; (3) entering a plea of nolo contendere to any felony or any illegal act involving moral turpitude or personal gain; (4) commission of an illegal act involving moral turpitude or personal gain; (s) abuse of non-prescription or prescription drugs, alcohol, or controlled substances that affect the performance of Employee’s duties; (6) repeated and extended absences from the Authority offices and Executive Director duties, which absences have not been approved by the Board of Directors; (8) Violation of the Authority’s policies concerning sexual harassment; and (9) a material breach of this Agreement.

3.2 In the event Employee is terminated by the Board of Directors without cause, the Board of Directors shall provide Employee with a lump sum payment minus applicable payroll taxes equal to his monthly base salary for six (6) months and health benefits shall be continued for the same duration of time or until Employee finds other employment, whichever occurs first.

3.3 In the event Employee voluntarily resigns his position with Authority at any time during the term of this Agreement, then Employee shall give Authority no less than thirty (30) days’ written notice, unless the parties

otherwise agree in writing. Failure of Employee to give the required thirty (30) days written notice of resignation will result in a pro-rata reduction in the applicable health continuation severance benefit and a loss in all severance pay that would otherwise be due.

**4. COMPENSATION**

4.1 Base Salary. Effective on the Start Date, Authority agrees to pay Employee for his services rendered hereunder at an annual rate of Two Hundred Four Thousand Two Hundred Fifty-Nine Dollars (\$204,259), which sum shall be considered the base salary and shall be payable in installments at the same times as Authority’s other employees are paid, and subject to customary withholdings.

4.2 Adjustments. In addition, Authority agrees to consider increasing said new base salary and other benefits of Employee, in the Employer’s sole discretion. An Authority decision to modify a base salary or other benefit of Employee may, but is not required to, take into consideration the results of the performance evaluation process described in Section 6 of this Agreement, which evaluation and process shall be merit based.

4.3 Automobile Allowance. In addition to the base salary paid by Authority to Employee, the Authority shall provide an automobile allowance of Two Hundred and Fifty Dollars (\$250) per month.

4.4 Retirement. The Authority will provide for Employee’s participation in CalPERS as a “new member” with a defined benefit formula of 2% at 62.

4.5 Deferred Compensation. Employee shall be eligible for the 457K voluntary Deferred Compensation plan which is offered to Authority employees.

**5. EVALUATION OF PERFORMANCE**

5.1 The Board of Directors shall review and evaluate the performance of Employee at least annually or at other times chosen by the Board of Directors in its sole discretion. The performance review and evaluation shall be in accordance with specific criteria developed by the Board of Directors with consultation from Employee. Said criteria may be added to or deleted from as the Board of Directors may from time to time determine, in consultation with Employee. Further, the Board of Directors shall provide Employee with a

summary written statement of the findings of the Board of Directors and provide an adequate opportunity for Employee to discuss his evaluation with the Board of Directors. The Board of Directors may delegate these performance review responsibilities to a Board committee that may proceed with or without the assistance of consultants.

5.2 The Board of Directors and Employee shall define goals and performance objectives within the first three (3) months of employment and periodically thereafter as it determines necessary for the proper operations of the Authority and in the attainment of the Board of Directors' policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

**6. HOURS OF WORK**

6.1 At present, the Authority operates on a 9 days/75 hour work schedule. Full-time employees work 8.33 hours per day, and the Authority's offices are closed every other Friday.

6.2 It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Authority, and to that end, Employee shall be allowed to take administrative time off from work as provided in Section 9.2 of this Agreement.

**7. PERSONAL MEDICAL BENEFITS**

7.1 Medical Insurance. Authority shall make available to Employee and eligible dependents the same health and life insurance package as is provided by PERS to other Authority Employees. For health insurance coverage, Authority will pay up to one hundred percent (100%) of the Kaiser plan medical premium for employee and spouse and will increase with any contract amendment as Kaiser plan premiums increase. In the alternative, the Employee may choose to participate in another medical insurance plan offered by PERS to Employee pursuant to the Optional Benefit Plan set forth in Section 3.1.1. of the Authority Employee Compensation Plan dated July 1, 2020 ("Plan").

7.2 Disability Insurance. Authority shall provide Employee with short-term disability insurance and long-term disability insurance pursuant to the terms specified in the Plan.

7.3 **Dental Insurance.** Employee is eligible for Delta Dental insurance coverage with one hundred percent (100%) of the premium paid for by the Authority for the Employee and his dependents.

7.4 **Dual Medical and Dental Coverage.** Pursuant to the terms of Section 3,4 of the Plan, Employee may elect to receive a monthly lump sum payment as deferred income equal to fifty percent (50%) of the amount the Authority would have contributed for Employee's participation in the Authority's health and/or dental insurance plans after providing proof of alternate, acceptable medical and dental coverage.

7.5 **Vision and Copay Rebate Program.** The Authority shall contribute Three Hundred Seventy-five Dollars (\$375.00) annually toward a Flex Options Plan to provide Employee with reimbursement for medical costs, deductible contributions and vision expenses.

## **8. VACATION, ADMINISTRATIVE LEAVE AND OTHER BENEFITS**

8.1 **Vacation.** Authority shall provide Employee with Seventy-Five (75) hours of vacation benefits for the period beginning on July 28, 2025 and ending on December 31, 2025. Beginning on January 1, 2026, Authority shall provide Employee with One Hundred and Sixty-Eight (168) hours of vacation benefits each calendar year during the first ten (10) years of service. This section shall be otherwise be subject to and in accordance with the Authority's vacation policies.

8.2 **Administrative Leave.** Authority shall provide Employee with ninety (90) hours annually of administrative leave.

8.3 **Holidays.** Authority shall provide Employee with thirteen (13) paid holidays annually and one (1) floating holiday. The floating holiday will be credited to accumulated vacation annually each July 1.

8.4 **Other Benefits.** Authority shall provide Employee with all other additional benefits provided for under Section 3 of the Plan (i.e. Flex Options Plan, survivor benefits, family care leave, bereavement, sick leave, etc.).

## **9. OUT OF POCKET EXPENSES**

Authority shall reimburse Employee for reasonable out-of-pocket expenses incurred in connection with Authority business, including travel, food and lodging while away from home, subject to such policies as Authority may

from time to time establish for its employees. Authority shall also reimburse Employee for membership fees and dues for membership and participation in professional organizations which relate to Employee's duties under this Agreement.

**10. DUES AND SUBSCRIPTIONS**

Authority shall pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in the fields of solid waste, local public agency governance, recycling and reuse. Such dues and subscriptions shall include the following organizations: California Resource Recovery Association, Solid Waste Management Association of North America and the U.S. Composting Council.

**11. PROFESSIONAL DEVELOPMENT**

Employee may establish and maintain an active membership in and may, in some cases, be obligated to attend various meetings, activities and seminars of organizations described in Section 11. As well, some organizations sponsor and offer short courses, institutes, seminars, and the like, the attendance at which by Employee would be necessary for his professional development and would be beneficial to the Authority. Accordingly, and subject to budgetary constraints, time limitation, and convenience of both the Authority and Employee, Employee is permitted and encouraged, and in some instances, required by Employer, to attend such of said meetings, activities, seminars, courses, institutes, and the like as may be permitted by Authority, in consultation with Employee. Employee's travel, subsistence, and other expenses associated in connection with the same shall be governed in accordance with applicable Authority policy.

**12. CONFIDENTIAL INFORMATION**

12.1 Employment with Authority creates a relationship of confidence and trust between Employee and Authority, with respect to all Confidential Information of Authority. "Confidential Information" includes but is not limited to trade secrets, confidential information, client lists, knowledge or data of Authority or any of its constituent entities or members that Employee may produce, obtain or otherwise acquire or have access to during the course of Employee's employment with Authority, including but not limited to personnel information, passwords and computer security systems. Employee agrees that during and after Employee's employment with Authority, Employee shall:

12.1.1 Keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of Authority; and

12.1.2 Refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Employee agrees to return to Authority all writings and other tangible things in Employee's possession that contain Confidential Information.

**13. EMPLOYEE'S WARRANTIES**

Employee warrants that, as of the commencement of the employment term, the Employee will be able to immediately begin performance of his duties and that, by entering into this Agreement, Employee will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or Authority to any claims or liability.

**14. ARBITRATION**

14.1 Any controversy or claim arising out of or relating to this Agreement or the breach thereof, or arising out of or relating to Employee's employment or termination thereof, including but not limited to claims of employment discrimination based on federal and state law, which cannot be resolved among the parties themselves, shall, on the written request of either party served on the other within the applicable statute of limitations, be submitted and resolved by final and binding arbitration in a manner consistent with the Federal Arbitration Act, if applicable, or the California Code of Civil Procedure (including CCP section 1283.05). Service of the written request shall be made only by certified mail, with a return receipt requested. Time is of the essence; if the request is not served within a one (1) year period for claims arising out of this Agreement, or within the applicable statute of limitations for the alleged federal and state law claims, the complaining party's claim(s) shall be forever waived and barred before any and all forums, including, without limitation, arbitration or judicial forums.

14.2 The Arbitrator shall have no authority to alter, amend, modify or change any of the terms of this Agreement unless a provision expressly conflicts with applicable federal or state laws. Any arbitrator selected under this

provision shall have the express authority to consider statutory violations of federal and state law in addition to disputes involving this Agreement. The decision of the Arbitrator shall be final and binding and judgment therein may be entered in any court having jurisdiction over the dispute.

14.3 The Arbitration shall be conducted under the National Rules (“Rules”) for the Resolution of Employment Disputes of the American Arbitration Association (“AAA”) current at the time of the dispute. In the event that any of the above Rules are determined to be in conflict with federal or state law, then the Arbitrator shall have the authority to amend the Rules accordingly. The Authority shall be responsible for paying all the AAA’s administrative and Arbitrator’s fees. In all other respects, the parties shall bear their own attorneys’ fees and costs except as otherwise required by law. The parties shall have the right to conduct discovery which provides them with access to documents and witnesses that are essential to the dispute, as determined by the Arbitrator. The Arbitrator’s written award shall include the essential findings and conclusions upon which the award is based.

14.4 The parties intend that this Arbitration procedure is mandatory and shall be the exclusive means of resolving all disputes whether founded in fact or law between Employee and the Authority and/or its employees, elected officials, directors, agents, officers or managers arising out of or relating to this Agreement, the parties’ employment relationship and/or the termination of that relationship, including, but not limited to, any controversies or claims pertaining to wrongful or constructive discharge, violations of the covenant of good faith and fair dealing, implied contracts, public policies, anti-discrimination statutes or any employment-related statutes. THE PARTIES EXPRESSLY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW AND/OR BY A JURY IN A COURT PROCEEDING.

**15. NOTICE**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the Employee or the Authority shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

If to the Authority:

Board Chair

3220 Blume Drive, Suite 139  
Richmond, CA 94806

If to Employee:

Cliff Feldman  
5728 Merriewood Drive,  
Oakland, CA 94611

**16. JURISDICTION AND VENUE.**

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue for legal action concerning any aspect of the Agreement in State Court shall be maintained in Alameda County Superior Court and for an action in Federal Court shall be in the United States District Court for the Northern District of California.

**17. ENTIRE AGREEMENT**

This Agreement is the final expression of the complete Agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

**18. ASSIGNMENT**

This Agreement is not assignable by either Authority or Employee.

**19. SEVERABILITY**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

**20. NO IMPLIED WAIVER OF BREACH**

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY      EMPLOYEE

By: \_\_\_\_\_  
Steve Duran  
Interim Executive Director

By: \_\_\_\_\_  
Cliff Feldman

ATTEST:

By: \_\_\_\_\_  
Board Secretary

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WEST CONTRA COSTA INTEGRATED  
WASTE MANAGEMENT AUTHORITY

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Amendment Extending Current Post Collection Agreement

---

## **ACTION REQUESTED:**

Authorize the Interim Executive Director execute the First Amendment to the Agreement Between the West Contra Costa Integrated Waste Management Authority (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 (Contractor), extending the term through December 31, 2025.

## **BACKGROUND:**

The Authority and Contractor are parties to our current Post Collection Agreement (PCA). WCRR, a subsidiary of Republic Services, is one of the Parties to the current PCA. Authority staff, and our Attorney and consultant, HF&H, are in the midst of negotiating the terms of a new long-term PCA with WCRR based on their proposal dated December 20, 2024, responding to the Authority's Request for Proposals dated October 15, 2024.

On December 12, 2024, the Authority Board authorized the Interim Executive Director to negotiate a six-month extension to the above referenced Post Collection Agreement (PCA or Agreement). Authority staff and our Attorney have now negotiated an Amendment to the PCA extending the term six months as outlined in the discussion section below.

## **DISCUSSION:**

As noted above, negotiations are progressing on a new PCA and in order to facilitate the orderly completion of those negotiations, which are likely to extend beyond July 1, 2025, and

to ensure the continuity of customer services, staff is recommending the approval of this First Amendment to the current PCA.

This Amendment will adjust current compensation under the Agreement effective July 1, 2025, but otherwise will not affect the negotiating positions of the Parties for the new PCA, also called the Definitive Agreement in the Amendment.

In addition to the fiscal impacts, effective July 1, 2025, only the provisions of the PCA, the Household Hazardous Waste Operations, the Mattress Recycling Program, and the Monthly Compost Giveaway Program will continue. All other agreements will be of no further effect. All other issues will be finalized in the new PCA under negotiation.

Although implied, the Request of proposal did not explicitly include an exclusive right to negotiate. Staff is comfortable with the proposed First Amendment clarifying that, during the term of the extension period, negotiations for a new PCA will be exclusive negotiations solely between the Parties to the First Amendment.

As noted in previous Board discussions regarding what would happen if our current PCA were to expire, there is no better option than extending the current PCA. While, for a relatively small cost, the Authority could have the Member Cities collect the Authority portion of the rate, in the absence of a PCA, there is nothing that limits the Contractor from raising their rates. In addition, in the absence of a PCA, Authority programs that the Contractor helps deliver, would cease until the Authority found other ways to implement and/or fund them.

#### **FISCAL IMPACT:**

Effective July 1, 2025, the material specific portion of the Post Collection Rate shall be \$144.01 per ton, reflecting an adjustment of \$50.20 per ton from the current rate of \$93.81, a 53.51% increase. This does not impact the Authority budget. It impacts customer costs. The remaining portions of the Post Collection Rate, including the Authority agency portion, the HHW Fee, the Recycling Rebate, CalRecycle Compliance Fund, the SB 1383 Change in Law Fund and the Governmental Fees are not affected, and the Authority portion of the rate may be adjusted to align with the fiscal year 2025-26 budget when the Board approves said budget.

#### **ATTACHMENTS:**

[Agenda Item 8.3 - Attachment 1: FINAL First Amendment to 2013 PCA](#)

**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 SERVICE, INC.; AND**  
**KELLER CANYON LANDFILL COMPANY**

**for**

**POST-COLLECTION RECYCLING, AND DISPOSAL SERVICES**

**June 12, 2025**

**This First Amendment** (the “Amendment”) to the Agreement identified in the first recital is entered into by and between the West Contra Costa Integrated Waste Management Authority (the “Authority”) and West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., Richmond Sanitary Service, Inc. (“RSS”) and Keller Canyon Landfill Company (operating subsidiaries of Republic Services, Inc. and hereinafter collectively referred to as “Contractor”) (together, the “Parties”).

## DECLARATIONS

**WHEREAS**, the Authority and Contractor are parties to that certain *Agreement For Post-Collection Recycling, and Disposal Services*, dated for reference purposes October 10, 2013 (the “Agreement”); and

**WHEREAS**, pursuant to a December 20, 2024 proposal from West County Resource Recovery, Inc. (“WCRR”) submitted to the Authority in response to its Request for Proposals dated October 15, 2024, WCRR, one of the Parties to the Agreement, and the Authority are in the midst of negotiating the terms of a long-term agreement (commencing July 1, 2025) on an exclusive basis (hereafter the “Definitive Agreement”); and

**WHEREAS**, in order to facilitate the orderly completion of those negotiations, which are likely to extend beyond July 1, 2025, and the continuity of services, the Parties now wish to amend the Agreement to extend the Term of the Agreement; and

**WHEREAS**, it is the intention of the Parties that this Amendment will adjust current compensation under the Agreement effective July 1, 2025, but otherwise will not affect the negotiating positions of the Parties for the Definitive Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, guaranties, and conditions contained in the Agreement and this First Amendment to the Agreement and for other good and valuable consideration, the Parties agree as follows:

**Section 1. Extension.** Section 2.2 of the Agreement is amended to read as follows:

### 2.2 Term

The Term of this Agreement shall commence on January 1, 2014 and ~~is set to expire on June 30/December 31, 2025. Separately, and with respect to the County of Contra Costa, the term of the Agreement shall be until October 13, 2023 and the County may, at its sole option, extend its participation in the Agreement through the full term without~~

~~any further changes required to the Agreement by providing no less than thirty (30) days advanced notice in writing.~~ The Parties may agree to extend this Agreement.

**Section 2. Contractor Compensation for Period from July 1, 2025 through December 31, 2025.**

a. Notwithstanding anything to the contrary in the Agreement, the Parties agree that the following adjusted material specific rate shall apply through December 31, 2025:

Effective July 1, 2025, the material specific portion of the Post Collection Rate shall be \$144.01 per ton, reflecting an adjustment of \$50.20 per ton. The remaining portions of the Post Collection Rate, including the Authority agency portion, the HHW Fee, the Recycling Rebate, CalRecycle Compliance Fund, the SB 1383 Change in Law Fund and the Governmental Fees shall not be affected.

Nothing in this Amendment shall prevent the Authority from implementing an increase in the Authority portion of the Post-Collection Rate that is effective July 1, 2025.

**Section 3. No Other Agreements Extended.**

a. Effective July 1, 2025, except as provided herein for (1) the provisions of the Agreement extended pursuant to Section 1 above, (2) the Restatement and First Amendment of the Side Letter of Agreement: Budget and Balancing Account for Household Hazardous Waste Operations dated November 26, 2019, (3) the Mattress Recycling Program, and (4) the Monthly Compost Giveaway Program, no other agreements between the Parties, whether written or oral, including without limitation the 2017 Cooperative Agreement, shall be extended or remain in force after June 30, 2025. All such other agreements between the Parties shall be null and void effective July 1, 2025.

b. Mattress Program and Compost Giveaway Program.

1. Mattress Program. Contractor shall recycle mattresses and box springs received from Authority residential customers and individual tenants of multi-family dwellings within the Authority at the WCRR HHW Facility on the four (4) days per week that the WCRR HHW Facility is open to the public. Contractor shall provide this service at no upfront cost to the customer. Authority shall pay Contractor \$20.00 per mattress or box spring for each mattress or box spring it recycles. This program is not available to public entity or commercial users and is limited to three (3) individual items (i.e., mattresses and box springs) per residential household per month.

2. Monthly Compost Giveaways. Contractor shall provide monthly compost giveaways at the IRRF for all Authority customers up to a maximum of two (2) cubic yards per customer. Contractor shall provide this service at no upfront cost to the customer.

**Section 4. Exclusive Negotiations.**

During the term of the extension pursuant to this First Amendment, the Parties agree that their negotiations regarding the Definitive Agreement are and shall remain exclusive negotiations solely between the Parties hereto.

**Section 5. Counterparts, Electronic Signature.** This Amendment may be executed in counterparts as per Article 10.8 of the Agreement. The Parties agree that this Agreement may be executed using SignNow or DocuSign or other similar electronic signature platforms.

**Section 6. Other Provisions Remain In Effect.** Except as provided in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be executed as of the latter of the dates written below.

**West Contra Costa Integrated Waste Management Authority**

**Contractor**

By: \_\_\_\_\_  
Interim Executive Director

By: \_\_\_\_\_  
General Manager

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Authority Attorney

By: \_\_\_\_\_  
Contractor Legal Counsel

Attest:

By: \_\_\_\_\_  
Authority Board Secretary



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

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:** Approve Fiscal Year (FY) 2025-26 Authority Budget and Approve a Change to the Reserves Policy

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## **ACTION REQUESTED:**

CONSIDER and APPROVE attached Resolution 25-09 (R-1) adopting the Fiscal Year 2025-26 Budget and Compliance Fund as proposed by Staff in this report; and

CONSIDER and APPROVE attached Resolution 25-10, (R-2) establishing the Operating Fund Reserve minimum balance be fixed at 67% of the Operating Budget, and lowering the Recycling Fund Reserve to a minimum balance of \$100,000.

## **BACKGROUND:**

In July of 2024, the Board approved the FY 2024-25 Budget, which included the following:

- Total Revenues of \$1,197,910\* with Total Expenditures of \$1,706,173\*, including a \$508,336 deficit.
- In order to balance FY 2024-25 and to meet the Resolution 18-02 Operating Fund Reserve policy requirement, the Board approved a transfer of \$878,667 from the Recycling Fund Reserve to the Operating Budget.
- Ending June 30, 2025, the FY 2024-25 projected Revenues are now estimated at \$1,463,869 with \$1,974,457 in Expenditures.

NOTE: \*The total approved FY 2024-25 Budget included grants.

On May 8, 2025, the FY 2025-26 Budget Workshop was conducted with proposed Authority Expenditures, Compliance Fund Expenditures, and Reserve Funding requirements. The Board asked Staff to provide the rate impact of the budget increase, as well as consider additional community programs. The Board also requested that staff obtain more information

about proposed compliance fund expenditures for contracts held by Republic Services.

**DISCUSSION:**

The proposed FY 2025-26 budget accounts for revenue and expenses and includes impacts on the fund balances and highlights the Authority’s programs and services.

**Summary of the FY 2025-26 Operating Fund Budget**

**REVENUE**

**Operating Fund Revenues** - Fiscal Year 2025-26 Operating Fund Budget revenues are estimated at \$2,149,851. There are two primary sources of Operating Fund revenue: Post Collection fees from rate payers collected and remitted by Republic Services, as required under the Post-Collection Agreement, and Interest income.

Post Collection Revenue*	\$ 2,099,051
Interest**	\$ 50,800
<b>Total Operating Revenues</b>	<b>\$ 2,149,851</b>

**\*Post Collection Revenue** – The revenue to be collected from post collection fees will fund the Operating Budget and add \$100,000 to the Operating Fund Reserves. The proposed increase in Post Collection revenue requirement would raise residential rates for a 35-gallon garbage service by approximately \$0.26 per month.

**\*\*Interest** – The projected interest to be collected is based on the targeted Reserves Fund balance that is to be held in a Local Agency Investment (LAIF) account, with an estimated 4% interest rate.

**RESERVES**

**Reserve Fund Policy**

Authority Board Resolution 18-02, enacted in June 2018, requires the balance of Operating Fund Reserves to remain fixed at 67% of annual Operating Revenue and the balance of the Recycling Fund Reserve to remain fixed at \$662,000.

Upon reviewing the JEPA, Staff have discovered that the 18-02 resolution does not match the JEPA’s requirement for Operating Fund Reserves to hold 67% of the Operating *Budget*. In addition, the JEPA does not state a minimum fund balance requirement for the Recycling Fund Reserve.

Therefore, staff proposes the Reserve Fund Resolution (Attachment 6) stating that the Operating Fund Reserve minimum balance be fixed at 67% of the Operating Budget, and to lower the Recycling Fund Reserve to a minimum balance of \$100,000 to prevent the Authority from having too large of a Reserves balance. The proposed minimum balance for the two Reserve Funds would cover the Authority for approximately 8 months of proposed expenditures.

**Reserve Funding Requirement**

With the minimum balance requirements for the Reserve Funds, the Authority will require an additional \$100,000 in Post Collection Revenue to bring the Operating Reserve Fund to \$1,339,364 and the Recycling Fund Reserve to \$100,000.

**EXPENSES**

**Operating Fund Expenses** – Proposed FY 2025-26 Operating Fund Expenses are \$1,999,051.

The FY 2024-25 approved operating expenses were budgeted at \$1,706,173 . The major categories and amounts in the recommended FY 2025-26 Budget compared to the approved FY 2024-25 are:

	<b>FY 24-25</b>		<b>FY 24-25</b>		<b>FY 25-26</b>	
	<b>Budget</b>		<b>Projected</b>		<b>Proposed</b>	
Personnel	\$	1,006,596	\$	1,134,711	\$	1,223,228
Operation Expenses		360,134		542,075		533,328
Program Expenses		339,443		297,670		242,495
<u>Grant Expenditures</u>		<u>(Included in Program Expenses)</u>		<u>(not included)</u>		
<b>Total Expenses</b>	<b>\$</b>	<b>1,706,173</b>	<b>\$</b>	<b>1,974,457</b>	<b>\$</b>	<b>1,999,051</b>

The proposed FY 2025-26 Operating Budget is a 14.7% increase over the approved FY 2024-25 Operating Budget. The FY 2025-26 budget includes \$100,000 for PCA negotiations consulting and a 10% buffer on operations and program expenses.

**Highlights**

**Personnel** – Recommended FY 2025-26 Budget expenses include staff salaries and benefits of \$1,223,228 for six positions: Executive Director, Deputy Executive Director and Regulatory

Manager, Marketing and Operations Manager, Office Administrator/Board Secretary and two Program Coordinators. Included in the expenses is a potential merit promotion for one Program Coordinator to Senior Coordinator, and one potential merit step increase for the Office Administrator/Board Secretary. A Cost-of-Living Adjustment (COLA) for staff salaries is calculated at 3.5 percent (except for the Executive Director) and is included in the recommended salaries.

There are two new position classifications included with recommended promotions, raising Recycling and HHW Program Manager, Reka Abraham, to Deputy Executive Director and Regulatory Manager, and Outreach Program Manager, Lisa Borreani, to Marketing & Operations Manager with increased salary steps to compensate for the higher level of responsibilities. Attached is the new 2025 WCCIWMA Organizational Chart.

In addition, recommended Out of Classification pay at 5% of current salary as outlined in the Employee Handbook is included for the current two program managers. Out of Classification pay is applied for 17 months of Lisa Borreani's salary for administrative, board secretary, human resources, accounting and operations work performed from February 2024 to June 2025 for approximately \$10,500. Out of Classification pay is applied for 9 months of Reka Abraham's salary for providing executive level work including heavy involvement in the Post Collection negotiations, leadership to staff, onboarding the Interim Executive Director and continuing to provide high level support, drafting board agenda reports, determining solutions for budget and reserve deficits, and strategic planning for Authority revenues and activities from October 2024 to June 2025. This is indicated in the Salary Compensation Schedule attached.

**Operational Expenses** – Operational Expenses, which include Professional Services, is budgeted at \$533,328 for FY 2025-26.

**Professional Services** – Professional Services Expenses for FY 2025-26 in the amount of \$311,030 are included in the recommended Operational Expenses above. These are funds for services such as Legal Counsel, PCA negotiations consultant, annual financial audit, and ongoing IT maintenance and website services.

**Program Expenses** - Program Expenses are used mainly for the Schools Program; Recycling Programs; HHW Programs, Sustainability Programs; Commercial Programs; and Focused Outreach. The Proposed FY 2025-26 Budget includes \$242,495 for Program Expenses.

### **Other Budget Notes**

- In past years, grant funding has been included in Revenues and Program Expenditures. For FY 2025-26, it is being treated as a pass-through and therefore removed from the total requested Budget.
- The HHW Program has a \$30,000 addition for marine flares one day collection as the

Authority did not receive grant funding to cover this event for FY 2025-26.

- During the May 8, 2025, budget workshop, the Board expressed interest in additional community compost programs and repair workshops. Therefore, staff has added to the programs budget an additional \$10,000 for a community compost event and \$2,500 for repair workshop events.

### **Summary of the Compliance Fund Budget**

**Compliance Fund Expenses** – Proposed FY 2025-26 Compliance Fund Expenses are \$190,010. In addition, \$312,078 will be transferred from the Compliance Fund to the Operation Fund Reserve as reimbursement for compliance expenditures paid from reserves from FY 2021-22 to FY 2025-25. Staff plan for a closing balance of \$61,115 at the end of FY 2025-26.

The Compliance Fund is a restricted fund specific to regulatory expenditures. The proposed budget includes the SB 1383 Edible Food Recovery Grant program (reduced by half from FY 2024-25), SB 1383 outreach program expenses, SB1383 program tracker for El Cerrito, SB 1383 edible food recovery tracker, SB 1383 edible food recovery compliance inspections, and SB 1383 edible food recovery outreach and technical assistance contracts.

Since the May 8, 2025 budget workshop, staff have discovered that Republic Services has moved expenses for route reviews, quarterly content studies and SB 1383 program tracker into their rates and will not be accessing funds in the Compliance Fund post June 30, 2025. Staff expect to transfer the Compliance Fund from Republic Services to the Authority shortly into the new fiscal year.

**Compliance Fund Revenue** – no revenues are required for the Compliance Fund in FY 2025-26.

### **FISCAL IMPACT:**

The proposed FY 2025-26 Authority Budget is summarized as follows:

#### FY 2025-26 Operating Budget

- Operating Budget in the amount of \$1,999,051, to be funded with Post Collection Revenue.
- 6-Full time positions as outlined in the Salary Compensation Schedule, which includes potential merit increase for 1 Staff, potential promotion to senior coordinator for 1 Staff based on merit, and the 2 Promotions of:
  - Deputy Executive Director & Regulatory Manager
  - Marketing & Operations Manager

#### FY 2025-26 Compliance Budget

- Compliance Fund budget in the amount of \$190,010 to be funded with existing fund

balance.

- No projected Post Collection Revenue requirement.

#### FY 2025-26 Authority Revenues

- Projected Total Revenues in the amount of \$2,149,851.
- Projected Post Collection Revenue requirement to be \$2,099,051. The Post Collection Revenue requirement follows the assumption that the Authority portion of the post collection blended rate will be increased with June 2025 rate setting.
  - Post Collection Revenue will fund the Operating Budget and add \$100,000 to the Operating Fund Reserve to meet the 67% reserves policy requirement.
- Projected interest revenue collected in the amount of \$50,800.

#### **ATTACHMENTS:**

[Agenda Item 8.4 - Attachment 1: Resolution 25-09 FY2025-26\\_Budget.pdf](#)

[Agenda Item 8.4 - Attachment 2: Exhibit A to Resolution FY 25-26 Budget Summary](#)

[Agenda Item 8.4 - Attachment 3: Exhibit B to Resolution FY 25-26 Operations Budget Detail](#)

[Agenda Item 8.4 - Attachment 4: Exhibit C to Resolution FY 25-26 Compensation Schedule](#)

[Agenda Item 8.4 - Attachment 5: Exhibit D to Resolution WCCIWMA Organizational Chart.pdf](#)

[Agenda Item 8.4 - Attachment 6: Resolution 25-10 Updating Reserves Policy 250612.pdf](#)

RESOLUTION NO. 25-09  
RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
APPROVING THE FISCAL YEAR 2025-2026 AUTHORITY BUDGET

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

WHEREAS, the Board of Directors has reviewed the proposed Fiscal Year 2025-2026 Authority Budget and Compliance Fund at a public meeting on June 12, 2025; and

WHEREAS, the Board of Directors desires to approve the proposed Fiscal Year 2025-2026 Authority Budget and Compliance Fund;

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

The Fiscal Year 2025-2026 Budget and Compliance Fund as set forth in the Agenda Report to which this Resolution is attached and in Exhibits A-1, A-2, and A-3 to this Resolution, is hereby approved.

ATTEST:

CHAIR OF THE BOARD:

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

\_\_\_\_\_  
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 June 12, 2025 by the following vote:

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

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

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

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

**WCCIWMA RECOMMENDED FISCAL YEAR 2025-26 BUDGET**

	Checking	LAIF/ Savings		Transfer from Republic	Total
	Operating Fund	Operating Fund Reserve	Recycling Fund Reserve	Compliance Fund	
<b>OPENING FUND BALANCE - July 1, 2025 (Unaudited &amp; Estimate)</b>	\$ 62,200.88	\$ 857,468.69	\$ 100,000.00	\$ 563,204.00	<b>\$ 1,582,873.57</b>
<b>FY 2025-26 REVENUES</b>					
Revenue from Post-Collection Rate	\$ 1,999,051.20	\$ 100,000.00			
Interest		\$ 50,800.00			
<b>Total Revenue</b>	<b>\$ 1,999,051.20</b>	<b>\$ 150,800.00</b>		<b>\$ -</b>	<b>\$ 2,149,851.20</b>
<b>FY 25-26 EXPENDITURES</b>					
Salaries & Benefits	\$ 1,223,228.10	\$ -	\$ -		
Operating	\$ 533,328.10	\$ -	\$ -		
Programs	\$ 242,495.00	\$ -	\$ -	\$ 190,010.53	
<b>Total Expenditures</b>	<b>\$ 1,999,051.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 190,010.53</b>	<b>\$ 2,189,061.73</b>
<b>Total Revenue Less Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (190,010.53)</b>	
<b>Transfer In</b>	<b>\$ -</b>	<b>\$ 331,095.62</b>		<b>\$ -</b>	
<b>Transfer Out</b>	<b>\$ 19,017.49</b>		<b>\$ -</b>	<b>\$ 312,078.13</b>	
<b>PROJECTED YEAR END FUND BALANCE - June 30, 2026</b>	<b>\$ 43,183.39</b>	<b>\$ 1,339,364.31</b>	<b>\$ 100,000.00</b>	<b>\$ 61,115.34</b>	<b>\$ 1,543,663.04</b>
<b>Reserve Fund Policy (Target)</b>	N/A	\$ 1,339,364.31	\$ 100,000.00	N/A	
		67% Reserve Requirement	\$100,000 Reserve Requirement		
<b>Reserve Fund Deficit/Surplus</b>	<b>\$ 43,183.39</b>	<b>\$ 0.00</b>	<b>\$ -</b>	<b>\$ 61,115.34</b>	

Agenda Item 8.4 - Exhibit B

	FY 24/25		FY 24/25		FY 25/26		FY 25/26			
	Adopted Budget	Projected Spending			Proposed Budget	Proposed Budget				From FY 24/25 Adopted
		(Ending 6/30/25)	Diff \$	Diff %	BASELINE		Diff \$	Diff %		
<b>EXPENDITURES - EMPLOYEE SALARY &amp; BENEFITS</b>	\$ 1,006,596.00	\$ 1,134,711.30	\$ (128,115.30)	-12.7%	\$ 1,170,321.57	\$ 1,223,228.10	\$ 216,632.10	17.7%		
Employee Salary	\$ 716,299.00	\$ 796,898.16			\$ 760,398.19	\$ 795,051.39				
Employee Benefits	\$ 290,297.00	\$ 337,813.14			\$ 409,923.38	\$ 428,176.71				
<b>EXPENDITURES - OPERATIONAL</b>	\$ 360,134.00	\$ 542,075.38	\$ (181,941.38)	-50.5%	\$ 371,643.73	\$ 533,328.10	\$ 173,194.10	32.5%		
Office Equipment & Supplies	\$ 16,387.00	\$ 14,793.25			\$ 16,000.00	\$ 16,000.00				
Professional Memberships & Dues	\$ 7,300.00	\$ 12,354.00			\$ 8,500.00	\$ 8,500.00				
Rent / Lease	\$ 50,000.00	\$ 55,000.00			\$ 55,000.00	\$ 55,000.00				
Property & Liability Insurance		\$ 11,003.07			\$ 12,000.00	\$ 12,000.00				
Automotive	\$ 14,790.00	\$ 13,537.39			\$ 14,000.00	\$ 14,000.00				
Technology, Communications & Software	\$ 22,657.00	\$ 29,101.47			\$ 30,110.00	\$ 30,110.00				
Professional Consulting Services	\$ 180,000.00	\$ 336,596.25			\$ 201,030.00	\$ 311,030.00				
Board Expenses	\$ 13,000.00	\$ -			\$ -					
Travel & Staff Development	\$ 10,000.00	\$ 22,634.08			\$ 12,000.00	\$ 15,000.00				
Marketing	\$ 38,500.00	\$ 35,422.45			\$ 15,300.00	\$ 15,500.00				
Other General Expenses & Fees	\$ 7,500.00	\$ 11,633.41			\$ 7,703.73	\$ 7,703.73				
Buffer (10%)	\$ -	\$ -			\$ -	\$ 48,484.37				
<b>EXPENDITURES - PROGRAMS</b>	\$ 339,443.00	\$ 297,670.73	\$ 41,772.27	12.3%	\$ 187,450.00	\$ 242,495.00	\$ (96,948.00)	-40.0%		
Recycling & Organics Programs	\$ 127,000.00	\$ 122,464.17			\$ 126,050.00	\$ 129,050.00				
School Programs	\$ 25,000.00	\$ 10,620.93			\$ 15,000.00	\$ 15,000.00				
HHW Programs	\$ 50,000.00	\$ 27,142.63			\$ 31,400.00	\$ 57,900.00				
Outreach & Events Programs	\$ 17,370.00	\$ 17,370.00			\$ 15,000.00	\$ 18,500.00				
Buffer (10%)						\$ 22,045.00				
Grants	\$ 120,073.00	\$ 120,073.00								
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,706,173.00</b>	<b>\$ 1,974,457.41</b>	<b>\$ (268,284.41)</b>	<b>-15.7%</b>	<b>\$ 1,729,415.29</b>	<b>\$ 1,999,051.20</b>	<b>\$ 292,878.20</b>	<b>14.7%</b>		

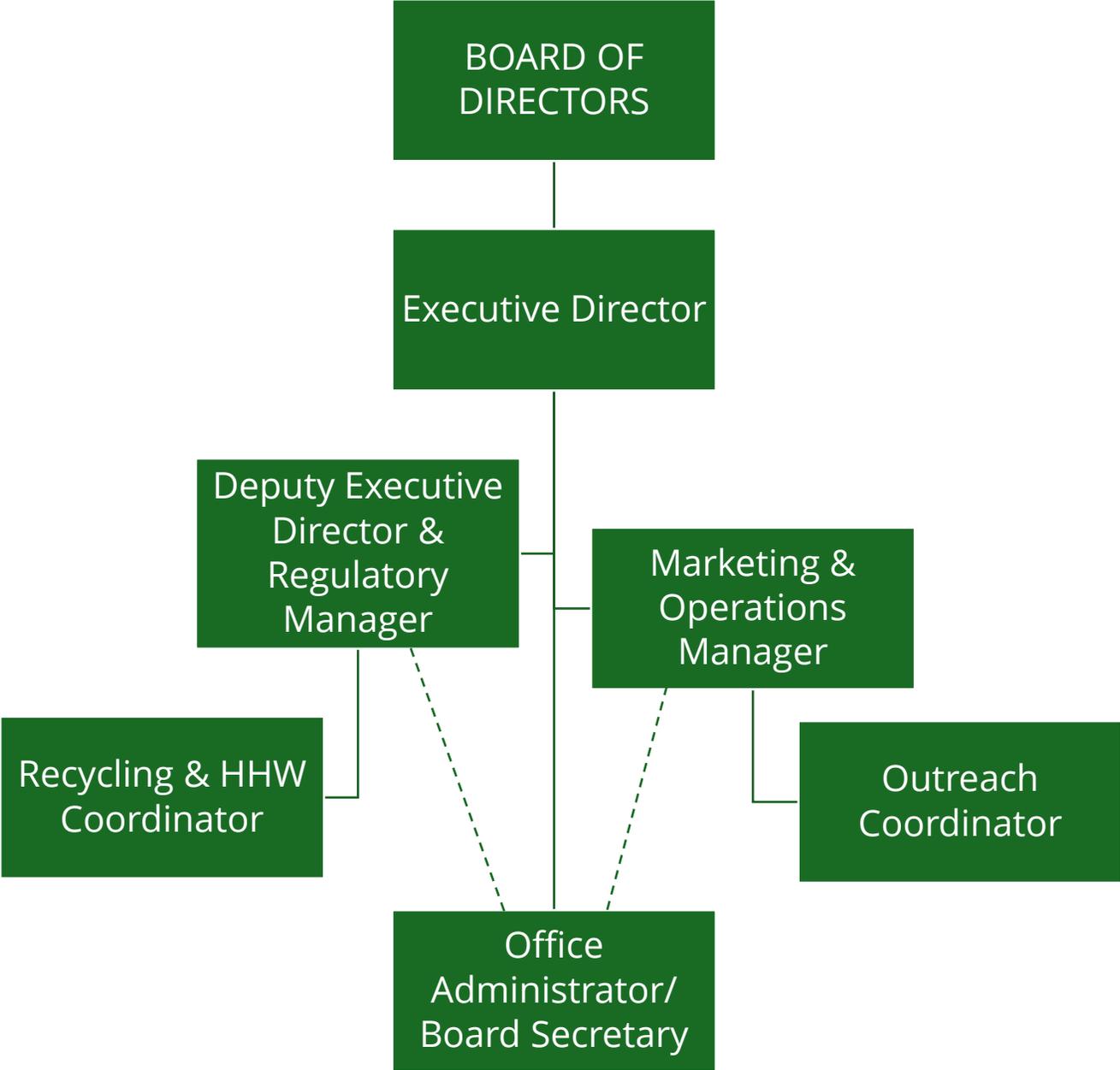
**West Contra Costa Integrated Waste Management Authority  
July 1, 2025 Compensation Schedule Steps**

**FY 2025-2026**

Includes COLA 3.5%  
(except ED)

Class Title	Class	Salary Rate	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)	
<b>Executive Director</b>	Exempt	Monthly	\$ 17,021.58	\$ -	\$ -	\$ -	\$ -	-
		Semi-Monthly	\$ 8,510.79	\$ -	\$ -	\$ -	\$ -	-
		Hourly	\$ 113.48	\$ -	\$ -	\$ -	\$ -	-
		<b>Annually</b>	<b>\$ 204,259.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Deputy Executive Director &amp; Regulatory Manager</b>	Exempt	Monthly	\$ 13,602.48	\$ 14,078.57	\$ 14,571.32	\$ 15,081.32	\$ 15,609.20	
		Semi-Monthly	\$ 6,801.24	\$ 7,039.28	\$ 7,285.66	\$ 7,540.66	\$ 7,804.60	
		Hourly	\$ 90.68	\$ 93.86	\$ 97.14	\$ 100.54	\$ 104.06	
		<b>Annually</b>	<b>\$ 163,229.79</b>	<b>\$ 168,942.84</b>	<b>\$ 174,855.83</b>	<b>\$ 180,975.79</b>	<b>\$ 187,310.34</b>	<b>\$ 174,855.83</b>
								<i>Effective 7/1/25</i>
<b>Marketing &amp; Operations Manager</b>	Exempt	Monthly	\$ 12,698.06	\$ 13,142.50	\$ 13,602.48	\$ 14,078.57	\$ 14,571.35	
		Semi-Monthly	\$ 6,349.03	\$ 6,571.25	\$ 6,801.24	\$ 7,039.28	\$ 7,285.68	
		Hourly	\$ 84.65	\$ 87.62	\$ 90.68	\$ 93.86	\$ 97.14	
		<b>Annually</b>	<b>\$ 152,376.76</b>	<b>\$ 157,709.94</b>	<b>\$ 163,229.79</b>	<b>\$ 168,942.84</b>	<b>\$ 174,856.23</b>	<b>\$ 163,229.79</b>
								<i>Effective 7/1/25</i>
<b>Senior Coordinator /Office Adm</b>	Non-Exempt	Monthly	\$ 7,291.29	\$ 7,546.49	\$ 7,810.62	\$ 8,083.99	\$ 8,366.96	
		Semi-Monthly	\$ 3,645.65	\$ 3,773.24	\$ 3,905.31	\$ 4,041.99	\$ 4,183.48	
		Hourly	\$ 48.61	\$ 50.31	\$ 52.07	\$ 53.89	\$ 55.78	
		<b>Annually</b>	<b>\$ 87,495.52</b>	<b>\$ 90,557.86</b>	<b>\$ 93,727.38</b>	<b>\$ 97,007.84</b>	<b>\$ 100,403.52</b>	<b>\$ 87,495.52</b>
								<i>Effective 7/1/25</i>
<b>Program Coordinator (Recycling &amp; HHW)</b>	Non-Exempt	Monthly	\$ 5,261.14	\$ 5,445.28	\$ 5,635.87	\$ 5,833.12	\$ 6,037.28	
		Semi-Monthly	\$ 2,630.57	\$ 2,722.64	\$ 2,817.93	\$ 2,916.56	\$ 3,018.64	
		Hourly	\$ 35.07	\$ 36.30	\$ 37.57	\$ 38.89	\$ 40.25	
		<b>Annually</b>	<b>\$ 63,133.72</b>	<b>\$ 65,343.40</b>	<b>\$ 67,630.42</b>	<b>\$ 69,997.48</b>	<b>\$ 72,447.39</b>	<b>\$ 72,447.39</b>
								<i>Effective 7/1/25</i>
<b>Program Coordinator (Outreach)</b>	Non-Exempt	Monthly	\$ 5,261.14	\$ 5,445.28	\$ 5,635.87	\$ 5,833.12	\$ 6,037.28	
		Semi-Monthly	\$ 2,630.57	\$ 2,722.64	\$ 2,817.93	\$ 2,916.56	\$ 3,018.64	
		Hourly	\$ 35.07	\$ 36.30	\$ 37.57	\$ 38.89	\$ 40.25	
		<b>Annually</b>	<b>\$ 63,133.72</b>	<b>\$ 65,343.40</b>	<b>\$ 67,630.42</b>	<b>\$ 69,997.48</b>	<b>\$ 72,447.39</b>	<b>\$ 67,630.42</b>
								<i>Effective 7/1/25</i>
							w/3.5% COLA (All Staff except ED)	<b>\$ 769,917.95</b>
							INCREASE FOR POTENTIAL PROMOTIONS MID YEAR (1 COORDINATOR - RD TO SNR COORDINATOR)	\$ 7,524.06
							INCREASE FOR POTENTIAL STEP INCREASE MID YEAR FOR OFFICE ADMIN-VV)	\$ 1,531.17
							OUT OF CLASSIFICATION PAY - LISA BORREANI (5% of CURRENT MONTHLY SALARY AT \$12,365.89 FOR 17 MONTHS)	\$ 10,513.56
							OUT OF CLASSIFICATION PAY - REKA ABRAHAM (5% of CURRENT MONTHLY SALARY AT \$12,365.89 FOR 9 MONTHS)	\$ 5,564.65
							w/PROJECTIONS	<b>\$ 795,051.39</b>

# WCCIWMA Organizational Chart



RESOLUTION NO. 25-10  
RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY  
UPDATING RESERVES POLICIES

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is required to establish and maintain an Operating Fund Reserve and a Recycling Fund Reserve in accordance with the Joint Exercise of Powers Agreement (JEPA); and

WHEREAS, the Operating Reserve Fund limit is set at 67% of the annual operating budget by the JEPA; and

WHEREAS, Resolution 18-02 erroneously set the Operating Fund Reserve at 67% of Operating Revenues rather than the Operating Budget and set the target balance of the Recycling Reserve Fund at \$662,000, an amount which the JEPA did not address; and

WHEREAS, the Authority Board now desires to correct the Operating Reserves policy to align with the JEPA, Section 8.9; and

WHEREAS, the Authority Board now desires to set the target balance of the Recycling Reserve Fund at \$100,000;

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

1. The Operating Fund Reserve is set at 67% of the Annual Operating Budget; and
2. The Recycling Reserve Fund target is set at \$100,000.

ATTEST:

CHAIR OF THE BOARD:

\_\_\_\_\_

\_\_\_\_\_

Viviane Vidal, Board Secretary

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 June 12, 2025 by the following vote:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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



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

# Agenda Report

**DATE:** June 12, 2025

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

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

**SUBJECT:**

- 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

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## **ACTION REQUESTED:**

Hold a Public Hearing and Adopt a Resolution 25-11 (Attachment 1) approving the July 1, 2025 to December 31, 2025 mid-year adjustment to 2025 Post-Collection Rates for the Republic Services Collection Service Area as set forth in Exhibits to the Resolution.

## **SUGGESTED FORMAT FOR THE HEARING**

- Open the Public Hearing.
- Receive report and presentation from RecycleMore staff.
- Questions and answers from the Board for RecycleMore staff and/or Republic Services representative.
  - Receive any comments from the public.
- Close the Public Hearing.
- Board discussion and consideration of recommended actions.

## **BACKGROUND:**

Republic Services (Republic), and each of its affiliates, provides post-collection services to RecycleMore through an agreement between Republic and RecycleMore via the 2013 Post Collection Agreement (PCA). This includes the services and facilities of Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery. Per Article 5 of the PCA, Republic's sole compensation for services provided to RecycleMore is via the Blended Per Ton Rate. The Bended Per Ton Rate is

charged by Republic to the solid waste hauler, Richmond Sanitary Service (a Republic affiliate), providing solid waste collection services to RecycleMore's member agencies, except El Cerrito, which has its own post-collection agreement and sets its own post-collection rates. Each Member City oversees the collection rates charged by their franchised haulers.

On November 14, 2024, the RecycleMore Board approved the Calendar Year 2025 Post-Collection Rates. Staff informed the Board that the 2025 rates would hold for six months, and new Post Collection Rates would begin July 1, 2025 with the anticipated start of a new Post Collection Agreement (PCA). On December 12, 2024, the Board directed the Interim Executive Director to negotiate a six-month extension of the current PCA with Republic Services (Republic). During this June 12, 2025 Board meeting, the Board was asked to approve the PCA six-month extension with an increase in the Material Specific per ton rate to \$144.01 per ton from \$93.81 per ton, an increase of \$50.20 per ton.

During this June 12, 2025 Board meeting, the Board was also asked to approve a Resolution for the Authority FY 2025-26 Budget that requires an increase in the Authority per ton rate to \$12.57 per ton from \$10.22 per ton, an increase of \$2.35 per ton.

With the changes in Material Specific per ton rate and the Authority per ton rate, the Blended Rate will increase to \$174.35 per ton from \$121.81 per ton, an increase of \$52.54 per ton. The proposed Blended Rate will be effective from 7/1/2025- 12/31/2025 with the next rate setting to occur during the November 2025 Board meeting.

## **DISCUSSION:**

The Board is asked to adopt a mid-year adjustment to the 2025 rate schedule that approves the adjusted Post-Collection Rates to be included in the total amounts charged to the residential, commercial and industrial solid waste customers effective July 1, 2025 to December 31, 2025.

## **ANALYSIS**

### 2025 Mid-Year Adjustment - Blended Per Ton Rate

During this mid-year rate adjustment, only the following rate components are being considered for increase.

**Material Specific:** \$50.20 per ton increase due to the negotiated six-month extension of the current PCA. This portion is Republic's compensation for PCA processing, recycling, and disposal services except HHW. The Material Specific per ton rate will be \$144.01.

**Authority Funding:** \$2.35 per ton increase; this portion includes the Authority's funding

requirement for FY 2025-26. The Authority per ton rate will be \$12.57.

The increase in the Material Specific component and the Authority component of the Blended Per Ton Rate results in a 43% increase from the 2025 Blended Per Ton Rate approved in November 2024. The rate increases from \$121.81 per ton to \$174.35 per ton, a total increase of \$52.54 per ton.

### 2025 Mid-Year Adjustment - Post-Collection Rates

Funds for the revenue requirement derived from the Blended Per Ton Rate are generated by charging an appropriate Post-Collection Rate to collection customers. Only industrial customers (those using debris boxes and compactors) pay on a per-ton basis. Residential customers pay on a per cart basis (based on the size of their container - 20, 35, 65, or 95-gallons). Commercial customers pay based on the cubic yards of weekly service. The mid-year adjustment is based on the 2025 Rates set in November 2024, using September 2024 data. The calculated 7/1/25 – 12/31/25 adjusted Post Collection Rates compared to the 1/1/25 – 6/30/25 Rates is shown in Exhibit A.

The revenue requirement for each sector is divided by a “collection unit” based on subscription information provided by Republic in September 2024.

For residential customers, the unit basis is the equivalent to the common 35-gallon garbage service level (60,913 in 2024). The residential revenue requirement is divided by the number of 35-gallon equivalent carts and again divided by 12 months, yielding a monthly rate. The residential 35-gallon service level increases from \$13.27 per month to \$19.00 per month. This results in a \$5.73 per month increase for 7/1/25-12/31/25.

For commercial customers, the unit basis is annual cubic yards (426,656 in 2024). The commercial revenue requirement is divided by the annual cubic yardage, yielding the 2025 rate per cubic yard. The commercial cubic yard rate increases from \$11.87 per cubic yard to \$16.99. This results in a \$5.12 per cubic yard increase for 7/1/25-12/31/25.

For industrial customers, the unit basis is annual tons of garbage (18,465 for 2024). The industrial revenue requirement is divided by the annual tonnage, yielding the 2025 per ton rate. The industrial per ton rate increases from \$218.42 per ton to \$312.63 per ton. This results in a \$94.21 per ton increase for 7/1/25-12/31/25.

### **FISCAL IMPACT:**

The proposed 2025 Mid-Year Adjusted Post-Collection Rates will result in a 43% increase to the Post-Collection Rates for 7/1/2025 – 12/31/2025. Residential customers will see an increase of \$5.73 per month for a 35-gallon garbage service, commercial customers will see a

per cubic yard rate increase of \$5.12, and industrial customers will see a per ton rate increase of \$94.21.

**ATTACHMENTS:**

[Agenda Item 8.5 - Attachment 1: Resolution 25-11 Mid-Year 2025 Rates Adjustment 250612](#)

[Agenda Item 8.5 - Attachment 2: Exhibit A to Resolution - 2025 Rate Adjustment Calculations](#)

**RESOLUTION NO. 25-11**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST CONTRA COSTA INTEGRATED WASTE  
MANAGEMENT AUTHORITY APPROVING THE  
POST-COLLECTION RATES FOR JULY 1, 2025 –  
DECEMBER 31, 2025**

WHEREAS, the Joint Powers Agreement creating the West Contra Costa Integrated Waste Management Authority (“Authority”) provides that the Authority is to approve post-collection rates to be paid by ratepayers; and

WHEREAS, Republic Services, Inc. and each of its affiliates providing services to the Authority, collectively referred to as “Contractor” by means of the services and facilities of Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill and West County Resource Recovery, provides Post-Collection Services to the Authority through an agreement between Contractor and the Authority; and

WHEREAS, the Authority intends to approve and maintain reasonable rates for the Post-Collection services described in the Post-Collection Agreement; and

WHEREAS, the Authority Board of Directors authorized the Interim Executive Director to negotiate a six-month extension of the 2013 Post Collection Agreement on December 12, 2024.

WHEREAS, the Authority Board of Directors approved the Post Collection Agreement Extension on June 12, 2025, and considered all evidence presented regarding the proposed change in Material Specific Rate.

WHEREAS, the Authority Board of Directors approved the Authority FY 2025-26 budget on June 12, 2025, and considered all the evidence presented regarding the proposed change in Authority Rate.

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

Section 1. Post-Collection Rates set forth in Exhibit A are attached hereto are hereby approved and said rates are effective July 1, 2025 to December 31, 2025.

Section 2. This Resolution shall be immediately effective upon adoption by the Board of Directors.

Section 3. The Secretary shall certify passage of this Resolution and cause it to be distributed to all Directors and Alternates, Authority Members, Contra Costa County, Authority Officers, Richmond Sanitary Service, Inc., West County Resource Recovery, Inc., and other interested parties upon request.

**ATTEST:**

**CHAIR OF THE BOARD**

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

\_\_\_\_\_  
Cesar Zepeda, Board Chair      Date

Attachments: Exhibit A

I hereby certify that the foregoing resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at a Regularly Scheduled Meeting on June 12, 2025 by the following vote:

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

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

ABSTAIN: Directors: \_\_\_\_\_

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

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

**Exhibit A**

**Blended Per Ton Rate**

Rate Components	Rate Year		Rate Year	
	1/25-6/25	Adjustment	7/25-12/26	% Change
Material Specific	\$93.81	\$50.20	\$144.01	53.51%
HHW	\$9.25	\$0.00	\$9.25	0.00%
Authority	\$10.22	\$2.35	\$12.57	22.99%
Recycling Rebate	(\$3.80)	\$0.00	(\$3.80)	0.00%
Governmental Fee	\$10.70	\$0.00	\$10.70	0.00%
CalRecycle Compliance	\$0.00	\$0.00	\$0.00	0.00%
Change in Law SB1383	\$1.62	\$0.00	\$1.62	0.00%
<b>Blended Rate</b>	<b>\$121.81</b>	<b>\$52.54</b>	<b>\$174.35</b>	<b>43.13%</b>

**2025 RecycleMore Mid-Year Post Collection Rate Adjustment Calculation**

<b>2025 Adjusted</b>	<b>\$174.35</b>	Blended per ton	x	<b>154,341</b>	total tons =	<b>\$ 26,909,285</b>	Annual Revenue
		<b>Residential</b>			<b>Commercial</b>	<b>Industrial</b>	
		20-Gallon	35-Gallon	60/65-Gallon	95/100-Gallon	Per Cubic Yard	Per Ton
							<b>TOTAL</b>
<b>Current Rates</b>							
<b>Current Rates</b>	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
<b>Tonnage Basis</b>		44,417			23,192	18,465	<b>86,075</b>
<b>% of Tons</b>		52%			27%	21%	
<b>Unit Basis*</b>		60,913			426,656	18,465	
<b>Revenue</b>	\$		9,701,496	\$	5,065,563	\$ 4,033,098	\$ 18,800,277
<b>Proposed Rate Increase</b>							
<b>Rates</b>	\$ 10.82	\$ 19.00	\$ 35.31	\$ 53.01	\$ 16.99	\$ 312.63	\$ 312.63
<b>Tonnage Basis</b>		44,417			23,192	18,465	<b>86,074</b>
<b>% of Tons</b>		52%			27%	21%	
<b>Unit Basis*</b>		60,913			426,656	18,465	
<b>Revenue</b>	\$		13,886,071	\$	7,250,507	\$ 5,772,707	\$ 26,909,285
<b>Comparison: Current Rates to Adjusted Rates</b>							
<b>Current Rate</b>	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
<b>Adjusted Rate</b>	\$ 10.82	\$ 19.00	\$ 35.31	\$ 53.01	\$ 16.99	\$ 312.63	\$ 312.63
<b>\$ Increase/(Decrease)</b>	\$ 3.26	\$ 5.73	\$ 10.65	\$ 15.99	\$ 5.12	\$ 94.21	\$ 94.21
<b>% Increase/(Decrease)</b>	43.18%	43.18%	43.18%	43.18%	43.17%	43.13%	43.13%

\* The "unit basis" is: monthly service expressed in 35-gallon equivalents (Residential), annual cubic yards (Commercial), and annual tons (Industrial). Container counts are as of September 30, 2024.



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