



# WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**AUGUST 10, 2023 5:00 PM**

Materials Recovery Facility Administration Building  
3013 Fiddymment Road, Roseville, CA 95747

*The WPWMA Board of Directors AUGUST 10, 2023 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <https://placer-ca-gov.zoom.us/j/97581987838>*

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at [info@WPWMA.ca.gov](mailto:info@WPWMA.ca.gov). The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations, please contact the Clerk of the Board at (916) 543-3960 or [info@WPWMA.ca.gov](mailto:info@WPWMA.ca.gov). If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

1. Call Meeting to Order
2. Pledge of Allegiance (Director Gore)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
6. Announcements & Information
  - a. Reports from Directors
  - b. Report from the Executive Director (Kevin Bell)
  - c. Monthly Tonnage Reports (Eric Oddo)
  - d. MRF Improvements Project Update (FCC) Pg. 3
7. Consent Agenda
  - a. Minutes of the Board Meeting held July 13, 2023 Pg. 5  
Approve as submitted.
  - b. Memorandum of Understanding Between the WPWMA and the Placer County Auditor-Controller (Eric Oddo) Pg. 7
    1. Authorize the Chair and the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding with the Placer County Auditor-Controller related to providing ongoing financial and accounting services for an annual cost of \$93,695.

2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

8. Action Items

a. Future WPWMA Organization (Kevin Bell)

Pg. 11

1. Provide feedback and direction to staff on proposed changes to WPWMA's organizational structure to align with WPWMA's Strategic Plan including potential parameters for a Memorandum of Understanding with Placer County and the process for selecting a General Manager.
2. Authorize the Executive Director to solicit proposals for Executive Recruiter services to assist in the hiring of a full-time General Manager.
3. Determine that the proposed action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

9. Upcoming Agenda Items

Identification of any items the Board would like staff to address at a future meeting.

10. Adjournment

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

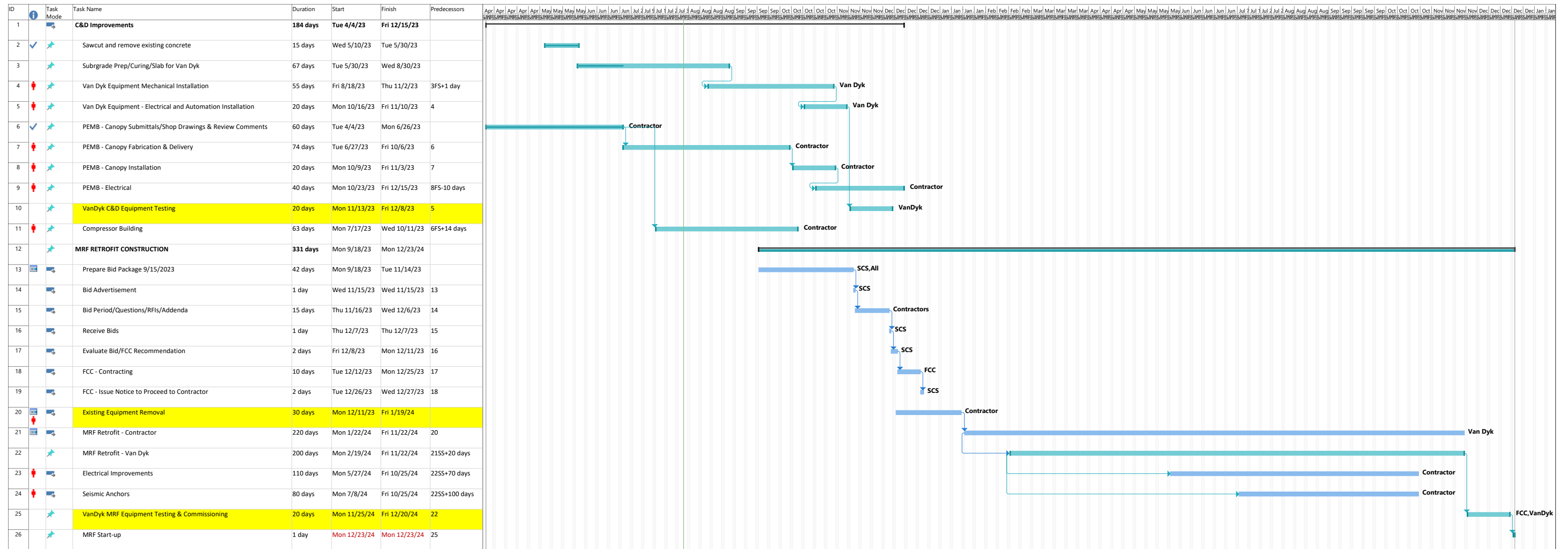
TO: WPWMA BOARD OF DIRECTORS DATE: **AUGUST 10, 2023**  
FROM: KEN GREHM / WILL SCHEFFLER *WS*  
SUBJECT: **MRF IMPROVEMENTS PROJECT UPDATE**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

The following information was prepared independently by FCC Environmental Services California, LLC (FCC) and was submitted to the WPWMA on August 3, 2023. The attached is presented to your Board as it was received by WPWMA staff. As such, subjective statements are those of FCC and do not necessarily represent the opinions of WPWMA staff.





## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of July 13, 2023

Meetings of the Western Placer Waste Management Authority Board of Directors are held in the WPWMA Board Chambers at 3013 Fiddymont Road, Roseville, CA.

### Directors Present:

Scott Alvord  
Shanti Landon  
Bonnie Gore  
Bill Halldin  
Dan Karleskint

### Staff Present:

Ken Grehm  
Kevin Bell  
Eric Oddo  
Robert Sandman  
Emily Hoffman  
Heather Wilden

1. Call Meeting to Order: Chairman Alvord called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Landon led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Public Comment: None.
6. Announcements & Information
  - a. Reports from Directors: None.
  - b. Report from the Executive Director: None.
  - c. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
  - d. Monthly Tonnage Reports: Eric Oddo summarized the report. There were no questions from the Board.
  - e. MRF Improvements Project Update: Andrea Rodriguez of FCC Environmental Services California summarized the report and answered questions from the Board. The Board requested a copy of the complete construction schedule including milestones.
7. Action Items
  - a. Minutes of the Board Meeting held June 8, 2023

Staff recommended approving the minutes as submitted.

**MOTION TO APPROVE ITEM 7a:** Gore/Karleskint

**ROLL CALL VOTE:** AYES: Karleskint/Gore/Landon/Alvord  
ABSTAINED: Halldin
  - b. Stakeholder Working Group

Staff recommended the Board:

    1. Adopt Resolution 23-04 commending the Stakeholder Working Group for its service to the WPWMA related to the Renewable Placer Waste Action Plan and formally concluding the Stakeholder Working Group.
    2. Approve the creation of a new Working Group comprised of the WPWMA's adjacent landowners and tenants with the purpose of furthering

understanding and implementation of the Renewable Placer Waste Action Plan and development of a local circular economy.

3. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Emily Hoffman provided an overview of the report and answered questions from the Board.

**MOTION TO APPROVE ITEM 7b:** Landon/Halldin

**ROLL CALL VOTE:** AYES: Karleskint/Halldin/Gore/Landon/Alvord

c. Education Working Group

Staff recommended the Board:

1. Approve the creation of an Education Working Group with the purpose of convening local partners in K-12 and higher education to establish an agency-specific Education Program that realizes the WPWMA's education goals and spurs meaningful inspiration and progress for developing a local circular economy.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Emily Hoffman provided a summary of the report and answered questions from the Board.

**MOTION TO APPROVE 7c:** Gore/Landon

**ROLL CALL VOTE:** AYES: Karleskint/Halldin/Gore/Landon/Alvord

d. WPWMA Board Voting Methodology

Staff recommended the Board conduct a workshop to discuss the WPWMA Board of Directors' voting methodology and provide direction to staff regarding possible adjustments.

Ken Grehm provided an overview of the history of the WPWMA Board's current voting structure. After discussion, the Board supported exploring the concept of weighted voting further and directed staff to identify how weighted voting is used by other boards.

The Chairman opened public comment; there were no comments from the Public.

8. Closed Session


- a. Government Code 54957(b)(1) – Public Employee Performance Evaluation  
Title: WPWMA Executive Director

WPWMA Counsel reported out of closed session noting that the Board took no action.

9. Upcoming Agenda Items: None.

10. Adjournment: Meeting was adjourned at 7:18 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 10, 2023**  
FROM: **KEN GREHM / ERIC ODDO**   
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN WPWMA AND THE  
PLACER COUNTY AUDITOR-CONTROLLER**

**RECOMMENDED ACTION:**

1. Authorize the Chair and the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding (MOU) with the Placer County Auditor-Controller related to providing ongoing financial and accounting services for an annual cost of \$93,695.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

The Auditor-Controller provides financial and accounting services to the WPWMA including: 1) general accounting services and use of the County's centralized accounting system, 2) processing and payment of invoices, and 3) recording the WPWMA's annual budget to ensure revenues and payments are consistent with the approved budgets.

In late 2020, the Auditor-Controller notified the WPWMA that for special districts, joint powers authorities and other non-County local governmental agencies, the Auditor-Controller's office wished to establish MOUs with the applicable agencies to more accurately and transparently reflect the cost of the services provided. Since that time, your Board has approved an annual MOU with the Auditor-Controller's office.

Staff have confirmed that the costs paid via the proposed MOU will be reversed from the Countywide Cost Plan (CCP) charges otherwise billed to the WPWMA. Staff recommend continuing this formalized relationship with the Auditor-Controller by entering into the attached MOU for FY 2023/24.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not considered a "project" under CEQA guidelines Section 15378(b)(5).

**FISCAL IMPACT:**

The annual cost associated with the proposed MOU would be deducted from the annual CCP costs paid by the WPWMA. As a result, approval of the proposed MOU would have no additional financial impact on the WPWMA.

Under the proposed MOU, the WPWMA would remit an annual payment to the Auditor-Controller of \$93,695. This is an increase of \$9,595 compared to FY 2022/23.

**STRATEGIC PLAN/GOALS:**

Goal 5 – Maintain fiscally responsible systems.

ATTACHMENT: FY 2023/24 MOU



## COUNTY OF PLACER

## OFFICE OF THE AUDITOR-CONTROLLER

ANDREW C. SISK, CPA  
Auditor-Controller  
E-mail: [asisk@placer.ca.gov](mailto:asisk@placer.ca.gov)

NICOLE C. HOWARD, CPA  
Assistant Auditor-Controller  
E-mail: [nhoward@placer.ca.gov](mailto:nhoward@placer.ca.gov)

July 1, 2023

To the Board of Directors and Management  
Western Placer Waste Management Authority

The Auditor-Controller is pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2023-2024 fiscal year.

### A. Scope of Services

The Auditor-Controller will provide the following services to Western Placer Waste Management Authority ("Authority"):

1. **General Accounting** – includes use of the County's centralized accounting system and recording of financial system entries submitted by the Authority. Transactions will be reviewed for authorization by appropriate Authority personnel prior to processing. This also includes compiling the Authority's financial information to report within the County's Cost Plan, if applicable.
2. **Accounts Payable** – includes processing payment claims by warrant, wire, or ACH. Claims will be reviewed to validate authorized Authority signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of the service agreement. Maintaining vendors and payments for purposes of 1099 reporting along with issuing 1099 forms for the calendar year, if applicable.
3. **Financial Statements/ State Controller Office's Reports** - includes compiling the applicable fiscal year(s)' financial information into financial statements and/or the State Controller Office's Report.
4. **Adopted Budget** – includes recording your Authority's adopted budget, ensuring expenditures do not exceed authorized budget and processing budget revisions.

### B. Term

The term of this Agreement will commence on July 1, 2023, and end on June 30, 2024. Subject to written agreement of the parties, this agreement may be renewed annually.

### C. Responsibilities of Auditor-Controller

The Auditor-Controller's responsibility under this Agreement is to perform the services enumerated above. The Auditor-Controller will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment.



The Auditor-Controller's services are not designed to detect instances of fraud, noncompliance with laws or regulations or significant errors; however, the Auditor-Controller will communicate to the Authority any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to their attention. Neither the County nor the Auditor-Controller will be held liable should any instances of fraud, noncompliance with laws or regulations or significant errors be subsequently discovered by either Authority or through a claim or lawsuit to Authority.

D. Responsibilities of Authority Management

Authority is responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Authority Board authorized budgets and budget amendments. The Authority is encouraged to routinely provide accounting reports and payment registers to its Board for review.

Authority agrees to inform County of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services provided the Authority management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Authority agrees to hold the County and the Auditor-Controller harmless for any subsequent claims or lawsuits that may arise from the results of the services.

Annual Cost and Billing

The annual cost of services identified above is \$93,695.20. Your Authority will be billed by journal entry during the third quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your Authority.

Agreement

The Auditor-Controller appreciates the opportunity to be of service to you and believes this letter accurately summarizes the significant terms of your agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Please execute this document and return the original version to my office at your earliest convenience.

Sincerely,



Andrew C. Sisk, CPA  
Auditor-Controller

We, the undersigned, have read and agree to the terms of this Agreement. We represent we have the authority to execute this Agreement on behalf of the Authority.

Authorized Signature Director: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized Signature Board Chair: \_\_\_\_\_ Dated: \_\_\_\_\_

Authority Name: \_\_\_\_\_

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEN GREHM**  
SUBJECT: **FUTURE WPWMA ORGANIZATION**

DATE: **AUGUST 10, 2023**

**RECOMMENDED ACTION:**

1. Provide feedback and direction to staff on proposed changes to WPWMA's organizational structure to align with WPWMA's Strategic Plan including potential parameters for a Memorandum of Understanding (MOU) with Placer County and the process for selecting a new General Manager.
2. Authorize the Executive Director to solicit proposals for Executive Recruiter services to assist in the hiring of a full-time General Manager.
3. Determine that the proposed action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

**BACKGROUND:**

At the April 13, 2023 meeting, staff presented a proposed reorganization of the WPWMA including hiring a full-time General Manager to oversee WPWMA operations and report directly and exclusively to your Board.

In alignment with the March 9, 2023 Board approval of the Strategic Plan, WPWMA has several large initiatives over the next 2-3 years including:

- Completion of \$120M facility upgrade
- Achieving compliance with various regulations, including SB1383
- Permitting landfill operations on the WPWMA's western property
- Completion of new landfill module construction
- Procurement for use/sale of landfill gas
- Establishing compatible manufacturing at the WPWMA's campus

Under the existing structure, WPWMA employees are provided by Placer County and are dedicated full-time to the WPWMA with the exception of senior management, who also serve as Director and Assistant Director of Placer County Public Works. The new General Manager position would provide dedicated full-time on-site executive leadership for all WPWMA operations and initiatives.

At the April meeting, your Board directed Staff to explore an MOU with the County that specifically identifies the relationship between the WPWMA and the County based on the following principles:

1. General Manager reports exclusively to the WPWMA Board of Directors
2. WPWMA employees report to the General Manager
3. Protect current Placer County employees who are dedicated to WPWMA operations

Staff discussions with the County resulted in the attached draft MOU identifying the General Manager and General Counsel as direct employees or contractors to the WPWMA. County employees dedicated to the WPWMA would be General Employees of the County and Special Employees of the WPWMA. WPWMA Special Employees would report to the General Manager. By being General Employees of the County, WPWMA employees would maintain the rights and privileges associated with County employment including participation in the PERS retirement system and all benefits associated with County employment. The WPWMA would continue to utilize certain County services and policies and could utilize additional services from the County at its discretion as outlined in the draft MOU.

Should your Board elect to move forward, staff recommends finalizing the MOU for Board consideration at a future meeting, authorizing the Executive Director to solicit proposals for Executive Recruiter services, and continuing reorganization planning and discussions.

An Executive Recruiter could assist the Board in establishing a job description with proposed compensation for the General Manager position, preparation of recruitment materials, and assistance in conducting interviews and selecting suitable candidates.

**ENVIRONMENTAL CLEARANCE:**

Consideration of a change in Local Agency organization is categorically exempt in accordance with Section 15320 of the CEQA Guidelines.

**FISCAL IMPACT:**

As proposed, hiring a full-time General Manager and associated staff positions could cost an additional \$385,000/year. Attachment 2 and Attachment 3 provide an assumed organization chart and estimated breakdown of the new net costs. There may also be some one-time costs associated with office space, equipment and parking to accommodate new employees. The cost of having an Executive Recruiter assist in the search for a General Manager is estimated to not exceed \$50,000.

**STRATEGIC PLAN/GOALS:**

Goal 6 – Establish internal policy and inform regional policy.

ATTACHMENTS: DRAFT MOU WITH COUNTY  
POTENTIAL NEW ORGANIZATION CHART  
POTENTIAL BREAKDOWN OF COSTS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY AND COUNTY OF PLACER**

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THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the WESTERN PLACER WASTE MANAGEMENT AUTHORITY, hereinafter referred to as “WPWMA”, and the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as “COUNTY.”

**DEFINITIONS**

The following terms shall be defined as set forth herein:

**WPWMA:** The Western Placer Waste Management Authority, a joint exercise of powers authority organized and existing pursuant to the Joint Exercise of Powers Act (constituting Chapter 5 of Division 7 of Title 1 of the California Government Code), by and between the County of Placer and the Cities of Lincoln, Rocklin and Roseville.

**WPWMA BOARD:** The Governing Board of the Western Placer Waste Management Authority.

**WPWMA GENERAL MANAGER:** The General Manager of WPWMA, appointed and employed by the WPWMA BOARD on a temporary or permanent basis to act on behalf of WPWMA for the conduct of the regular business of WPWMA.

**WPWMA GENERAL COUNSEL:** The attorney(s) of WPWMA, appointed and employed and/or retained by the WPWMA BOARD on a temporary or permanent basis to represent and advise WPWMA in all legal affairs.

**COUNTY:** The County of Placer, a political subdivision of the State of California, organized and existing under constitution and laws of the State of California.

**COUNTY BOARD:** The Board of Supervisors of the COUNTY.

**COUNTY EMPLOYEES:** The employees of the County of Placer assigned to work at WPWMA facilities pursuant to this MOU.

**COUNTY CEO:** The County Executive Officer of County of Placer.

**COUNTY POLICIES:** The written County ordinances, codes, rules guidelines, policies, procedures, practices, or collective bargaining agreements, as amended from time to time.

**AGREEMENT**

**1. SCOPE OF SERVICES.** COUNTY will provide WPWMA the required services identified in **Attachment “A”** to this agreement. Upon written agreement of the parties, COUNTY may provide the optional services identified in Attachment A as may be requested by WPWMA. Unless otherwise provided at law, or unless the COUNTY agrees in writing to provide the service for less, WPWMA

will pay COUNTY for its services at the normal and customary rate that the COUNTY charges for such or similar services to similarly situated entities. COUNTY will give WPWMA notice of intended increases or changes, in order to allow the WPWMA sufficient time to assess and obtain direction from the WPWMA BOARD regarding whether WPWMA should continue to obtain that service or facility from the COUNTY under the new proposed rate or methodology. For proposed changes COUNTY will give the WPWMA four (4) months written notice before the proposed changes are in effect.

WPWMA will pay for said services through the COUNTY Workday system, or its successor system, or through direct payments where appropriate. If a present or future service or facility use provided to WPWMA by the COUNTY is not included in Attachment A, WPWMA and COUNTY agree that WPWMA will continue to receive and compensate COUNTY for said service during the term of this agreement or until this agreement is otherwise modified as to that service or facility. Nothing contained herein shall preclude the parties from modifying in writing the services or facilities contracted for pursuant to this agreement.

2. **COUNTY POLICIES.** WPWMA agrees to follow and adhere to the COUNTY POLICIES identified in **Attachment "B"** to this agreement. Additional policies may require WPWMA adherence, depending on optional services provided by the COUNTY. If the listed COUNTY POLICIES are revised, WPWMA and COUNTY agree that WPWMA will adhere to the revised COUNTY POLICIES during the term of this agreement or until this MOU is otherwise modified as to those COUNTY POLICIES. Nothing contained herein shall preclude the parties from modifying in writing the COUNTY POLICIES that the WPWMA adheres to pursuant to this MOU.

3. **WPWMA GENERAL MANAGER.**

A) COUNTY will not provide WPWMA GENERAL MANAGER services to WPWMA.

B) The WPWMA GENERAL MANAGER is employed solely by WPWMA. The WPWMA BOARD has sole and complete authority over the hiring, terminating, discipline, direction, compensation and evaluation of the WPWMA GENERAL MANAGER. The WPWMA BOARD shall have the sole authority to set the salary of the WPWMA GENERAL MANAGER. The WPWMA BOARD'S determination as to salary and benefits shall not be subject to the provisions of any COUNTY compensation plan. The WPWMA GENERAL MANAGER will receive direction from and report only to the WPWMA BOARD. The WPWMA GENERAL MANAGER may need ~~to seek~~ consent from COUNTY on specific items outlined in this agreement.

C) The WPWMA GENERAL MANAGER will follow COUNTY POLICIES identified in Attachment B as related to COUNTY EMPLOYEES.

D) As to all issues involving COUNTY EMPLOYEES, including employee rights, benefits, privileges, and responsibilities, and as to matters related to COUNTY POLICIES, County services, and facilities related to COUNTY EMPLOYEES, the WPWMA GENERAL MANAGER will follow COUNTY POLICIES, including but not limited to, all rules and procedures set forth in Chapter 3 of the Placer County Code. The WPWMA GENERAL MANAGER may consult with COUNTY CEO or the COUNTY Human Resources Director on any issue related to COUNTY EMPLOYEES. All decisions related to hiring, terminating, discipline, compensation and evaluation of COUNTY EMPLOYEES will be made by the WPWMA GENERAL MANAGER in accordance with COUNTY

POLICIES and with the agreement of the COUNTY CEO and/or the COUNTY Human Resources Director or his/her designee.

E) All negotiations with the Exclusively Recognized Employee Organizations representing COUNTY EMPLOYEES assigned to work at WPWMA shall be made by the COUNTY CEO or his/her designee or ~~and~~ the COUNTY Human Resources Director or his/her designee. All agreements with the Exclusively Recognized Employee Organizations representing COUNTY EMPLOYEES shall be made solely by COUNTY BOARD.

#### **4. COUNTY EMPLOYEES ASSIGNED TO WPWMA.**

A) COUNTY EMPLOYEES assigned to work at WPWMA will be special employees of WPWMA and will follow the direction of the WPWMA GENERAL MANAGER as to their specific duties and assignments while working at WPWMA. The WPWMA GENERAL MANAGER will have the same duties and responsibilities as a COUNTY Appointing Authority as to COUNTY EMPLOYEES assigned to work at WPWMA. All decisions related to hiring, terminating, discipline, compensation and evaluation of COUNTY EMPLOYEES assigned to WPWMA will be made by the WPWMA GENERAL MANAGER or his/her designee pursuant to COUNTY POLICIES and with the agreement of the COUNTY CEO or his/her designee and/or the COUNTY Human Resource Director.

B) If a grievance arises between a COUNTY EMPLOYEE assigned to work at WPWMA and the WPWMA GENERAL MANAGER, the COUNTY EMPLOYEE (or the COUNTY EMPLOYEE's union representative) shall first attempt to informally resolve the grievance with the WPWMA GENERAL MANAGER or his/her designee. If the grievance is not resolved to the satisfaction of the COUNTY EMPLOYEE and the WPWMA GENERAL MANAGER, the COUNTY EMPLOYEE and the WPWMA GENERAL MANAGER will follow the grievance procedure identified in Chapter 3 of the Placer County Code.

C) The COUNTY BOARD shall continue to collectively bargain with the Exclusively Recognized Employee Organizations representing COUNTY EMPLOYEES assigned to WPWMA. The WPWMA BOARD will accept the salary, wage, and benefits agreed to for COUNTY EMPLOYEES assigned to work at WPWMA. Upon completion of negotiations, applicable agreements will be submitted to the WPWMA BOARD for any necessary budget considerations and any related matters.

D) Classification actions affecting COUNTY EMPLOYEES assigned to WPWMA will be handled the same as any other COUNTY position. For proposed changes in job specifications or classifications that exist only in positions held by COUNTY EMPLOYEES assigned to WPWMA, the WPWMA GENERAL MANAGER shall request the COUNTY Human Resources Director, or their designee for handling, to conduct a proposed study of the job specifications or classifications. Any proposed action will come back to the WPWMA BOARD for information purposes prior to any final action by the COUNTY BOARD. Proposed changes in positions/classifications that affect positions held by a broader class than only COUNTY EMPLOYEES assigned to WPWMA may be initiated by the COUNTY without a request from the WPWMA BOARD. The WPWMA BOARD will make necessary budget adjustments resulting from such classification actions.

E) This MOU is intended only to memorialize the particulars of the relationship between the WPWMA and the COUNTY. It is not intended, nor should it be construed, to affect the relationship between any COUNTY EMPLOYEE and WPWMA or between any COUNTY EMPLOYEE and the COUNTY. This MOU does not create any beneficial right or interest for any COUNTY EMPLOYEE.

**5. WPWMA GENERAL COUNSEL.**

A) COUNTY will not provide WPWMA GENERAL COUNSEL services to WPWMA beginning One Hundred Eighty (180) days after the date of the WPWMA General Manager Hiring Notice identified in Section 10 of this Agreement. The parties may provide for an earlier termination date for County-provided counsel services upon mutual written agreement.

B) The WPWMA BOARD shall have ~~has~~ the sole and complete discretion regarding the appointment and/or procurement of WPWMA GENERAL COUNSEL services for WPWMA.

C) Following the termination of County-provided counsel services: 1) the WPWMA BOARD shall have the sole and complete authority over the hiring, terminating, discipline, direction, compensation and evaluation of the WPWMA GENERAL COUNSEL; 2) the WPWMA BOARD shall have the sole authority to set the salary and/or other compensation of the WPWMA GENERAL COUNSEL; 3) the WPWMA BOARD'S determination as to salary and/or other compensation shall not be subject to the provisions of any COUNTY compensation plan and, 4) the WPWMA GENERAL COUNSEL shall receive direction from and shall report only to the WPWMA BOARD.

D) As to all issues involving COUNTY EMPLOYEES, including employee rights, benefits, privileges, and responsibilities, and as to matters related to COUNTY POLICIES, County services, and facilities, the WPWMA GENERAL COUNSEL will follow COUNTY POLICIES, including but not limited to, all rules and procedures set forth in Chapter 3 of the Placer County Code. The WPWMA GENERAL COUNSEL may consult with COUNTY CEO or COUNTY Counsel on any issue.

**6. INDEMNIFICATION.** WPWMA agrees to indemnify and hold harmless COUNTY, COUNTY BOARD, COUNTY EMPLOYEES, and COUNTY officers or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of WPWMA, WPWMA BOARD, WPWMA GENERAL MANAGER, WPWMA'S other officers, employees or agents, COUNTY EMPLOYEES assigned to work at WPWMA and COUNTY EMPLOYEES providing services to WPWMA pursuant to Attachment A. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of all COUNTY services, as well as during the process of rendering such services to WPWMA. This indemnification shall further extend to any claims based on alleged violations of COUNTY POLICIES or state or federal laws or regulations by WPWMA, WPWMA BOARD, WPWMA GENERAL MANAGER, WPWMA'S other officers, employees or agents, COUNTY EMPLOYEES assigned to work at WPWMA and COUNTY EMPLOYEES providing services to WPWMA pursuant to Attachment A.

**7. INSURANCE.** It is agreed that WPWMA shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts identified in Attachment "C".

**8. ATTACHMENTS.** Attachments "A", "B" and "C" to this agreement are incorporated fully as contained herein.



9. **AMENDMENTS.** This agreement, including its attachments, or any portion thereof, may be amended by action of the WPWMA BOARD and COUNTY BOARD. Proposed changes or amendments may be recommended by any member of either BOARD, either BOARD as a whole, the WPWMA GENERAL MANAGER, or the COUNTY CEO. Proposed changes or amendments will be considered initially by both the WPWMA GENERAL MANAGER and the COUNTY CEO, with recommendations forwarded to the respective BOARDS. Should the recommendations of the COUNTY CEO and the WPWMA GENERAL MANAGER be different, it shall be so noted in the staff documentation forwarded to the BOARDS, and the BOARDS will resolve the differences.

10. **TERM.** The term of this Agreement shall commence on the date that WPWMA provides written notice to the COUNTY that WPWMA has hired or otherwise retained the WPWMA GENERAL MANAGER (the WPWMA General Manager Hiring Notice”) and shall continue for five (5) years from that date. This Agreement may be renewed for two five-year options under the same terms and conditions, except with regard to cost adjustments, upon written agreement by both the WPWMA BOARD and COUNTY BOARD. In the event WPWMA has not provided the WPWMA General Manager Hiring Notice by December 31, 2024, this Agreement shall be terminated and be of no further force and effect, unless otherwise agreed to in writing by the parties.

11. **TERMINATION OF AGREEMENT.** Each party to Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than twenty-four (24) months advanced written notice of termination.

12. **NONDISCRIMINATION.** Neither COUNTY nor WPWMA will discriminate against employees or applicants for employment because of gender (including gender identity and expression), sexual orientation, race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, ancestry, religion (including creed and belief), national origin, citizenship, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristic/information), age (40 or over), marital status, military and/or veteran status, sex (including parental status, pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision making, political orientation, or any other classification protected by federal, state or local law.

13. **NOTICES.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally, by registered or certified mail, postage prepaid, by nationally-recognized overnight courier, or by e-mail to the respective parties, at the addresses provided below. With respect delivery by e-mail, any such e-mail message shall be sent using a system that provides reasonable assurance: (i) that the message was sent; (ii) that the message was delivered to the recipient’s information processing system, and (iii) of the time and date the message was delivered to the recipient, along with a verifiable electronic record of the exact content of the message sent. The parties to this agreement may from time to time change the address to which notice may be provided by providing notice of the change to parties.

To WPWMA: Western Placer Waste Management Authority  
3013 Fiddymont Road  
Roseville, CA 95747

To COUNTY: County of Placer

c/o Clerk of the Board  
175 Fulweiler Avenue  
Auburn, CA 95603

**14. DISPUTE RESOLUTION.** If a dispute arises as to the construction, interpretation or implementation of any portion of this Agreement or any matters that arise in connection with this Agreement, the parties shall meet and confer in person in an attempt to resolve the dispute within thirty (30) days of the party giving other party notice of the dispute. If the parties cannot resolve the dispute through that meet and confer process, the parties shall proceed to non-binding mediation of the dispute in front of an independent, neutral mediator agreed to by the parties, unless they both agree to waive that mediation. If the parties in dispute cannot agree upon a mediator, the mediation service selected shall choose the mediator. The parties shall equally divide and pay the mediation costs.

**15. GENERAL PROVISIONS.**

A) *Cooperation.* The parties recognize the necessity and hereby agree to reasonably cooperate with each other in carrying out the purposes of this Agreement.

B) *Successors; Assignment.* Except as provided herein, a party may not assign its duties and obligations in this agreement. This Agreement will be binding upon and inure to the benefit of any successor of a party.

C) *Severability.* Should any part, term, or provision of this Agreement be determined by a final judgment of a court to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions will not be affected thereby.

D) *Governing Law; Jurisdiction.* This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions. Any lawsuits between the parties arising out of this Agreement will be brought and concluded in the State of California, in the County of Placer, unless otherwise agreed to by the parties to the dispute or pursuant to California Code of Civil Procedure Section 394.

E) *Joint Drafting.* This Agreement will not be construed against any Member as the drafter.

F) *Counterparts.* This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

G) *Third Party Beneficiaries.* This Agreement will not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

H) *Integration.* This Agreement represents the full and entire Agreement among the parties with respect to the matters covered herein.

I) *Execution.* The legislative bodies of the parties each have authorized execution of this Agreement, as evidence by the signatures attested below.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

WESTERN PLACER WAST MANAGEMENT  
AUTHORITY

\_\_\_\_\_  
Chair, Western Placer Waste Management Authority

Approved as to form:

\_\_\_\_\_  
Robert Sandman, WPWMA Counsel

COUNTY OF PLACER

\_\_\_\_\_  
Jim Holmes, Chairman  
Placer County Board of Supervisors

Approved as to form:

\_\_\_\_\_  
Karin Schwab, County Counsel

**ATTACHMENT "A"**

**REQUIRED AND OPTIONAL SERVICES**

**I County Executive Office:** Services provided by the County Executive Office, if requested (Countywide Cost Plan, direct billing or internal service fund) include the following:

1. Procurement Services (Optional) – provision of purchasing services to the Authority to ensure purchasing policies and procedures are followed to maintain consistency in procurement practices and in compliance with Federal, State and Local laws.
2. Risk Management (Optional) – provision of services, including but not limited to: management of the Insurance Portfolio; contract review and other matters linked to risk exposures for the Authority.
3. Document Solutions (Optional) - includes offset and high-quality digital printing, copies; graphic design; interoffice and outgoing US mail processing; paper inventory sales and document storage.

**II. Human Resources (Required):** Services provided by the Human Resources Department (Countywide Cost Plan, direct billing or internal service fund) include the following:

1. Human resource services to recruit and test applicants; administration of employee benefits programs and Self-Insured Workers' Compensation program; Safety and Loss control; Ergonomics Program; employee development and labor relations; advice and consultation on all personnel matters.

**III. Information Technology (Optional):** Services provided by the IT Department, if requested (Countywide Cost Plan, internal service fund or direct billing) include the following:

1. IT Services for planning, implementing, administering, and maintaining the County's data systems, including its servers, data storage, firewall and security systems, as well as administering and maintaining the radio, data and voice networks and to provide same for the Authority.

**IV. Auditor-Controller (Required):** Services provided by the Auditor-Controller (Countywide Cost Plan and per MOU between Auditor-Controllers Office and Authority) include the following:

1. General Accounting – includes use of County's centralized accounting system and recording of financial system entries submitted by the Authority. Transactions will be reviewed for authorized by appropriate Authority personnel prior to processing. This also includes compiling the Authority's financial information to report within the Countywide Cost Plan.
2. Accounts Payable – includes processing payment claims by warrant, wire or ACH. Claims will be reviewed to validate authorized Authority signers have approved the payment prior to processing, recording and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditures is not part of the service agreement. Maintaining vendors and payments for purposes of 1099 reporting along with issuing 1099 forms for the calendar year, if applicable.
3. Financial Statements/State Controllers Office's Reports – includes compiling the applicable fiscal year(s) financial information into financial statements and/or the State Controller Officer's Report.

4. Adopted Budget – includes recording your Authority’s adopted budget, ensuring expenditures do not exceed authorized budget and processing budget amendments

**V. Treasurer-Tax Collector (Required):** Services provided by the Treasurer-Tax Collector include having all WPWMA funds on deposit in the County Treasury, assistance with financing, ongoing assistance with bond administration, and Treasury staff processing required annual bond disclosures on behalf of WPWMA.

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**ATTACHMENT "B"**

**COUNTY POLICIES**

**General provisions applicable to all items contained in this Attachment (Other policies may apply depending on optional services requested by WPWMA):**

Placer County Code, Article 2.104, the Placer County Purchasing Policy, and Procurement Department practices pursuant to that article and policy.

Placer County Code, Articles 2.12 and 2.116. These articles will apply to WPWMA, where applicable.

Placer County Code, Chapter 3 Personnel

Placer County Administrative Manual.

- Accounting Manual for Cash
- Accounting Policies & Procedures
- Affordable Care Act Policy
- Background Check Policy
- Cal-OSHA Inspection Policy
- Capital Assets - Policies & Procedures Guide
- Charge-Out Rate Policy
- County Office Hours and Work Schedule Policy - Non-Exempt
- Drug Alcohol Policy
- Employee Lactation Accommodation Policy
- Employer - Employee Relations Policy
- Equal Employment Opportunity Program
- Floating Mandatory Time Off Program Guidelines
- Holiday List
- Internal Control Standards Manual
- Jury Duty Policy
- Mobile Communication Devices Policy
- New Employee Handbook
- Non-Capital Assets Policy
- Overpayment and Underpayment of Wages or Benefit Premiums Policy
- Reasonable Accommodation Policy & Procedures
- Security Camera Systems Policy
- Telecommute Policy for Non-Exempt Employees
- Travel and Employee Expense Policy
- Tuition Reimbursement Policy
- Workplace Discrimination, Harassment & Retaliation-Policy Against
- Workplace Relationships
- Workplace Violence Prevention Policy

**ATTACHMENT "C"**

**INSURANCE REQUIREMENTS**

1. **INSURANCE:**

Western Placer Waste Management Authority (WPWMA) shall file with County of Placer (COUNTY) concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

2. **WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**

All COUNTY EMPLOYEES assigned to work at WPWMA are herein considered special employees of WPWMA for all work performed on behalf of WPWMA.

WPWMA shall provide Worker's Compensation Insurance as required by any applicable law or regulation covering all COUNTY employees assigned to work at WPWMA. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to COUNTY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation – WPWMA's workers' compensation policy shall be primary and shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the WPWMA.

WPWMA shall require all WPWMA subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

3. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of WPWMA, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by WPWMA and the COUNTY in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If WPWMA carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If WPWMA carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:



WPWMA shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) aggregate for Products Completed Operations

Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no case shall the types of policies be different.

4. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

5. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

If WPWMA contracts with a person or entity to provide WPWMA GENERAL COUNSEL services as provided in this agreement, Professional Liability Insurance for Errors shall be provided by the person or entity in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the person or entity providing WPWMA GENERAL COUNSEL services shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - WPWMA shall be responsible for all deductibles in all of the WPWMA's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

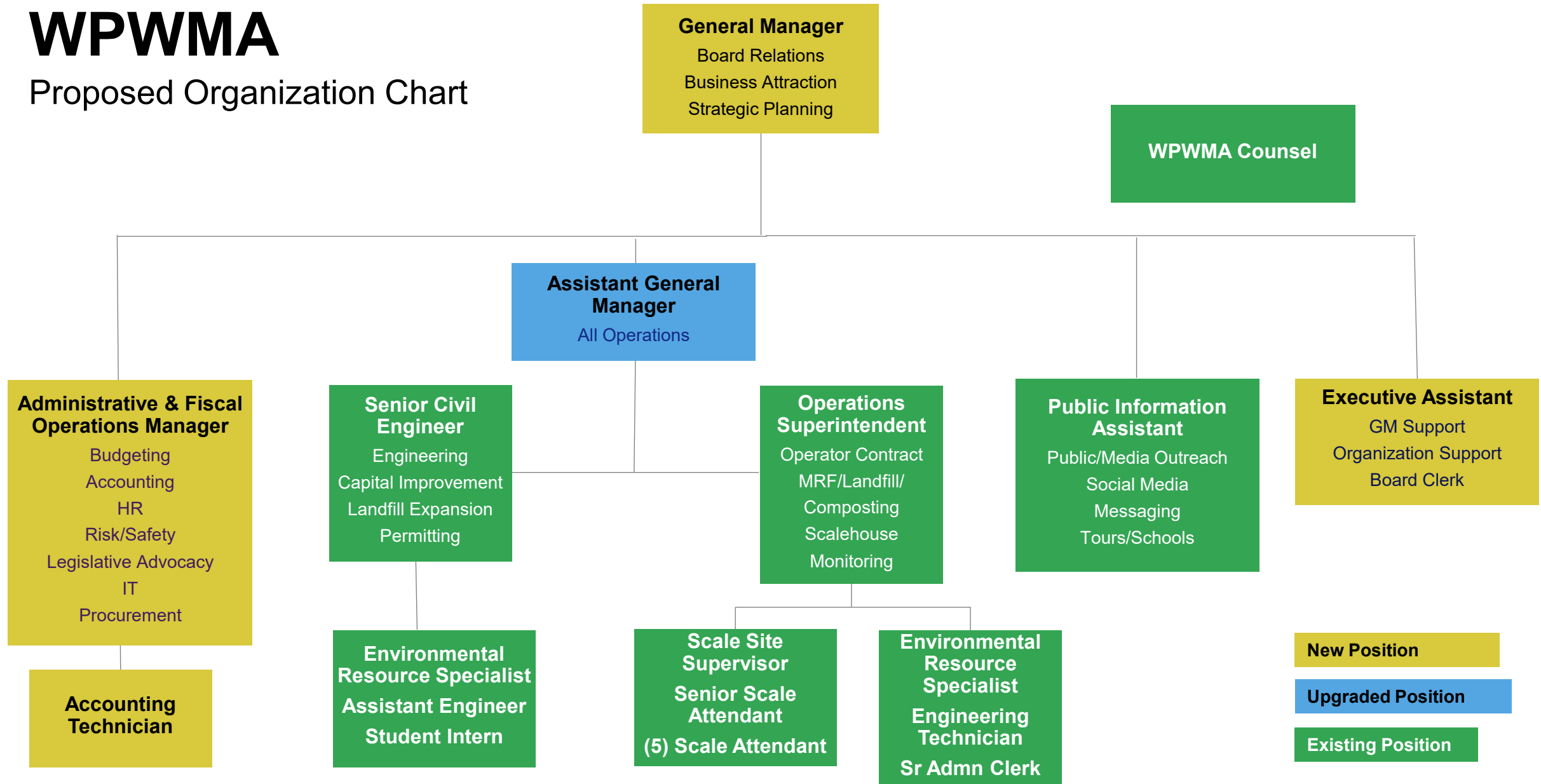
WPWMA's Obligations - WPWMA's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - WPWMA shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before the effective date of the agreement. However, failure to obtain the required documents prior to the work beginning shall not waive WPWMA's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of WPWMA to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

# WPWMA

## Proposed Organization Chart



## Proposed WPWMA Reorganization

### Potential New Labor Costs\*

General Manager**	\$440,000
Administrative and Fiscal Operations Manager	\$230,000
Accounting Technician	\$122,000
Executive Assistant	\$127,000
Upgrade Program Manager to Assistant GM	\$ 30,000
Subtotal	\$949,000
Less Current DPW Support	(\$564,000)
<b>New Net Cost</b>	<b>\$385,000</b>
Optional Senior Staff Services Analyst	\$182,000
Optional Cost	\$567,000

\*Based on current County fully burdened costs for specified positions

\*\*For purposes of comparison, the proposed GM salary would be \$230,000; current GM salaries for Monterey and Salinas are \$220,500 and \$237,986, respectively