



Scott Alvord, City of Roseville, Chair

Shanti Landon, Placer County

Bonnie Gore, Placer County

Bill Halldin, City of Rocklin

Dan Karleskint, City of Lincoln

Ken Grehm, Executive Director

WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

OCTOBER 12, 2023 5:00 PM

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

The WPWMA Board of Directors OCTOBER 12, 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/99120109129>

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. 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. 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 Karleskint)
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 (Ken Grehm)
 - c. Financial Reports (Eric Oddo) Pg. 3
 - d. Monthly Tonnage Reports (Eric Oddo) Pg. ---
 - e. MRF Improvements Project Update (FCC) Pg. 5
7. Consent Agenda
 - a. Minutes of the Board Meeting held September 14, 2023 Pg. 7
Approve as submitted.
 - b. Sole Source Agreement with Granicus for Email Newsletter Services Pg. 11
(Emily Hoffman)
 1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a sole source agreement

with Granicus for email newsletter services for an amount not-to-exceed \$19,875.

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

8. Action Items

a. Sac State / Carlsen Center Work Order (Emily Hoffman) Pg. 19

1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to execute a work order with the Sac State / Carlsen Center for Innovation and Entrepreneurship to manage and facilitate a circular economy innovation competition and initiate potential research partners to site pilot projects on the WPWMA's campus on behalf of the WPWMA for an amount not to exceed \$50,000.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

b. Future WPWMA Organization (Ken Grehm) Pg. 35

1. Consider approval of a Memorandum of Understanding with Placer County to clarify their relationship with, and provide "Special Employees" to, the WPWMA.
2. Authorize the Executive Director to enter into a consultant services agreement with Bob Murray and Associates for Executive Recruiter services in an amount not to exceed \$33,000.
3. Provide feedback on the preliminary General Manager position description and selection process.
4. Determine that the proposed actions are each exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

9. Timed Items

5:15 P.M.

a. MRF Expansion Project/Subcontractor Substitution Hearing: Skutley Contracting Corporation (Robert Sandman) Pg. 79

1. Conduct a subcontractor substitution hearing regarding Skutley Contracting Corporation.
2. Render a decision regarding subcontractor substitution following the conclusion of the hearing listed in Action Item No. 1.
3. Determine that that proposed actions are each not a project pursuant to CEQA Guidelines Section 15378.

10. Upcoming Agenda Items

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

11. Adjournment

Western Placer Waste Management Authority - Operations Fund Income Statement
(unaudited/depreciation excluded)

Year-to-Date
August 2023

	Year to Date				Notes
	Annual Budget	Budget	Actuals	Variance	
Revenue					
42010:Investment Income					
Interest / Investment Income	247,047	41,174	52,111	10,937	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	2,546,790	424,465	67,727	(356,738)	Interest on all bond-related accounts not yet realized
42030:Rents and Concessions	492,586	82,098	8,947	(73,151)	Royalty payments for July and August not yet received
44270:State Aid - Other Programs	-	-	-	-	
46240:Sanitation Services - Other	32,368	5,370	5,124	(246)	Tipping fee revenues tracking ~5.8% below budgeted amounts
46250:Solid Waste Disposal	51,986,849	8,648,992	8,146,736	(502,256)	Tipping fee revenues tracking ~5.8% below budgeted amounts
46430:Insurance	-	-	-	-	
48030:Miscellaneous	15,000	2,500	6,851	4,351	
49040: Gain/Loss on Fixed Asset Disposal	45,000	45,000	-	(45,000)	Payment for FCC for water truck pending DMV inspection of vehicle
Total Revenue	55,365,639	9,249,599	8,287,497	(962,103)	
Expenses					
Capital Assets:					
54430:Buildings & Improvements	2,751,366	2,409,401	2,409,401	-	
54450:Equipment	37,192,502	14,018,931	14,018,931	-	
54470:Infrastructure	550,000	-	-	-	
54480:Land Improvements	-	-	-	-	
Operating Expenses:					
51010:Wages and Salaries	2,243,386	373,898	367,172	6,726	
52030:Clothing and Personal	2,500	417	567	(150)	
52040:Communication Services Expense	10,000	1,667	538	1,129	
52050:Food	1,000	167	187	(20)	
52060:Household Expense	1,000	167	-	167	
52080:Insurance	359,003	59,834	92,901	(33,067)	Total insurance premium exceeds budgeted amount; will adjust at Final Budget
52140:Parts	1,000	167	23	143	
52160:Maintenance	159,379	26,563	21,698	4,865	CAD costs not yet realized.
52161:Maintenance - Building	30,000	-	-	-	
52170:Fuels & Lubricants	2,500	417	163	254	
52180:Materials - Buildings & Improvements	1,000	167	-	167	
52240:Professional / Membership Dues	6,000	6,000	1,530	4,470	Several staff annual membership costs to SWANA not yet realized
52250:Services and Supplies	1,000	167	-	167	
52260:Misc Expense	-	-	-	-	
52320:Printing	16,000	2,667	58	2,609	Print charges from County not yet realized
52330:Other Supplies	20,000	3,333	2,444	889	Lower office supply demand to date.
52340:Postage	3,000	500	181	319	
52360:Prof. & Special Svcs - General	3,960,011	660,002	70,074	589,928	Several planned professional service contracts not yet initiated.
52370:Professional and Special Services - Legal	160,000	26,667	13,041	13,625	Lower than expected legal counsel costs to date.
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	5,100	5,100	-	5,100	
SC3180 MRF Operations	30,552,210	5,019,111	3,983,897	1,035,214	Lower than projected material quantities received at MRF
SC3190 Landfill Operations	2,778,838	463,140	267,050	196,090	Lower than projected disposal rates and associated costs
SC3320 Environmental and Ecological Services	150,000	25,000	-	25,000	County staff time billed to WPWMA-related projects not yet billed or realized
SC3322 Hazardous Waste	2,500	417	113	304	
52390:Prof. & Special Svcs - County	225,000	37,500	2,453	35,047	Lower than expected County service fees to date
52400:Prof. & Special Svcs - IT	130,000	21,667	15,799	5,868	IT costs not yet billed or realized
52440:Rents and Leases - Equipment	100	17	-	17	
52450:Rents and Leases - Buildings & Improvements	100	17	-	17	
52460:Small Tools & Instruments	1,000	167	-	167	
52480:PC Acquisition	5,000	5,000	-	5,000	Costs associated with new workstations. Costs not realized or billed yet.
52510:Commissioner's Fees	6,000	1,000	500	500	
52540:Signing & Safety Material	1,000	167	-	167	
52560:Small Equipment	100	17	-	17	
52570:Advertising	14,900	2,483	6,125	(3,642)	Cost for full page ad in Comstock's Magazine
52580:Special Department Expense	5,000	833	543	290	
52785:Training / Education	5,000	-	-	-	
52790:Transportation and Travel	45,900	7,650	4,941	2,709	
52800:Utilities	255,000	42,500	20,901	21,599	Annual sewer fees not realized
53050:Debt Issuance Costs	-	-	-	-	
53190:Taxes and Assessments	543,709	-	-	-	
53250:Contributions to Other Agencies	276,178	276,178	-	276,178	Annual CFD payment not yet processed.
53390:Transfer Out A-87 Costs	50,000	8,333	-	8,333	Projected A-87 costs not yet billed or realized.
55510:Operating Transfer Out	-	-	-	-	
59000:Appropriation for Contingencies	-	-	-	-	
Total Expenses	82,523,281	23,507,424	21,307,794	2,199,630	
Net Income/(Loss)	(27,157,642)	(14,257,825)	(13,020,298)	1,237,527	
Additional non Income Statement Transactions:					
Bond Proceeds	39,864,268	14,018,931	14,018,931	-	
Planned use of Reserves	-	-	-	-	
Total with Bond Proceeds and Reserves	12,706,626	(238,894)	998,634	1,237,527	

Notes:

- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report. This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
- Additional non income Statement Transactions reflect amounts from WPWMA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

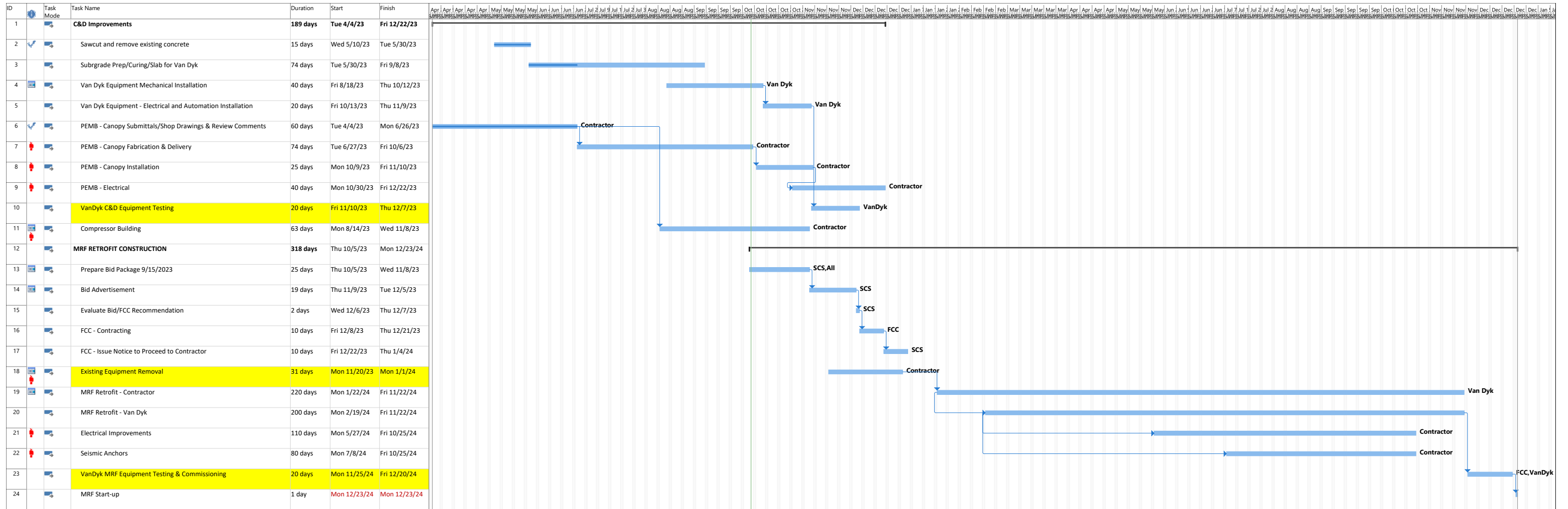
TO: WPWMA BOARD OF DIRECTORS DATE: OCTOBER 12, 2023
FROM: KEN GREHM / WILL SCHEFFLER *WS*
SUBJECT: MRF IMPROVEMENTS PROJECT UPDATE

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 October 6, 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 September 14, 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 Halldin 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: Stephen McCutcheon, Jr., Counsel for Skutley Contracting Corporation requested a continuance for Item 8a to the October 12, 2023 WPWMA Board Meeting.
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.
 - f. FY 2022/23 Creditable Recovery Rates: Eric Oddo summarized the report. There were no questions from the Board.
7. Action Items
 - a. Minutes of the Board Meeting held August 10, 2023
Staff recommended approving the minutes as submitted.

MOTION TO APPROVE ITEM 7a: Landon/Gore

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

b. Growth Factory:

Staff recommended the Board:

1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a sponsorship agreement with the Growth Factory for the GFX Conference for a total cost of \$5,000.

2. Determine that 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 ITEM 7b: Karleskint/Halldin

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

c. Settlement Agreement with Placer County Air Pollution Control District:

Staff recommended the Board:

1. Authorize the Executive Director or designee to sign the attached Settlement Agreement with the Placer County Air Pollution Control District resolving Notice of Violation 3635 related to omissions and errors in landfill gas related reports submitted to the PCAPCD for the Western Regional Sanitary Landfill.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Eric Oddo provided a summary of the report and answered questions from the Board.

MOTION TO APPROVE ITEM 7c: Gore/Landon

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

d. Construction & Demolition Debris Recovery Rates:

Staff recommended the Board:

1. Authorize staff to negotiate an amendment to the Materials Recovery Facility Operating Agreement with FCC Environmental Services California, LLC related to Construction and Demolition Debris recovery rates consistent with the attached proposed deal points.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Kevin Bell summarized the report and answered questions from the Board.

MOTION TO APPROVE ITEM 7d: Landon/Gore

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

e. WPWMA Board Voting Methodology:

Staff requested the Board provide direction regarding possible adjustments to the WPWMA Board of Directors' voting methodology.

Ken Grehm summarized the report and noted that at the July 13, 2023 meeting staff understood the Board was interested in learning more about the voting methodologies of other similar agencies; Ken provided a summary of the various voting methodologies identified during staff's research efforts.

Discussion of the Board ensued regarding the concept of maintaining two (2) seats for Placer County and potentially creating additional seat(s) for any other

Member Agency that reaches and maintains a defined target level of remitted tipping fees. The Board also suggested that, should an amendment to the Joint Powers Agreement prove necessary, it would be prudent to address any requirements of membership, including establishing a defined level of material flow commitment.

Director Gore noted that the Board received a letter from Taylor Builders via email after the meeting had started. Director Gore read the letter into the record.

MOTION TO APPROVE ITEM 7e: Karleskint/Halldin

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

8. Timed Items:

5:30 P.M.

a. MRF Expansion Project/Subcontractor Substitution Hearing: Skutley Contracting Corporation

Staff recommended the Board:

1. Conduct a subcontractor substitution hearing regarding Skutley Contracting Corporation.
2. Render a decision regarding subcontractor substitution following the conclusion of the hearing listed in Action Item No. 1.
3. Determine that the proposed actions are each not a project pursuant to CEQA Guidelines Section 15378.

MOTION TO CONTINUE ITEM 8a TO OCTOBER 12, 2023: Gore/Halldin

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

9. Upcoming Agenda Items: None.

10. Adjournment: Meeting was adjourned at 7:06 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 12, 2023**
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*
SUBJECT: **SOLE SOURCE AGREEMENT WITH GRANICUS FOR EMAIL
NEWSLETTER SERVICES**

RECOMMENDED ACTION:

1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a sole source agreement with Granicus for email newsletter services for an amount not-to-exceed \$19,875.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

The WPWMA has previously utilized contracted services to create content and designs for email newsletters through the Placer County Regional Recycling Group's One Big Bin (now, Placer Recycles) campaign that the WPWMA manages. Historically, the WPWMA has used the City of Roseville's email newsletter system – GovDelivery, a product of Granicus – to send email newsletters to the more than 10,000 subscribers the campaign has.

Because the WPWMA has historically used Granicus' GovDelivery platform to send email newsletters for the One Big Bin campaign, staff recommends approving a sole source agreement with Granicus to continue this important outreach to existing subscribers and expand opportunities for the WPWMA to reach and engage with individuals and companies that are interested in our opportunities for compatible manufacturing and business development.

If the WPWMA continues to use the GovDelivery platform, the WPWMA will be able to transfer the existing subscribers to a new account. Alternatively, if the WPWMA were to use a different email newsletter platform, we would lose those existing 10,000 subscribers.

ENVIRONMENTAL CLEARANCE:

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

FISCAL IMPACT:

The cost of the proposed agreement is \$19,875. This cost for this agreement includes one-time set up costs and this year's annual fee. Sufficient funding for this agreement is included in the FY 2023/24 Preliminary Budget.

STRATEGIC PLAN/GOALS:

GOAL 1 – Improve outreach, public education, and customer experience/service.

ATTACHMENT: GRANICUS AGREEMENT

Granicus Proposal for Western Placer Waste Management Authority

ORDER DETAILS

Prepared By: Dave Marich
Phone:
Email: dave.marich@granicus.com
Order #: Q-285472
Prepared On: 07 Sep 2023
Expires On: 15 Nov 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

The subscription includes the following domain(s) and subdomain(s):
<https://wpwma.ca.gov/>

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Communications Cloud - Setup and Configuration	Up Front	1 Each	\$5,000.00
Communications Cloud - Online Training	Up Front	1 Each	\$500.00
SUBTOTAL:			\$5,500.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$14,375.00
SUBTOTAL:			\$14,375.00

Communications Cloud Tier:
for up to 25000 subscribers

PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud - Setup and Configuration	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes:</p> <ul style="list-style-type: none"> • The implementation consultant will be assigned to Recipient during the setup process for up to 90 days • Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics • Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff • Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff
Communications Cloud - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication

(the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-285472 dated 07 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Western Placer Waste Management Authority to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-285472 dated 07 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Western Placer Waste Management Authority	
Signature:	
Name:	
Title:	
Date:	

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 12, 2023**
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*
SUBJECT: **SAC STATE / CARLSEN CENTER WORK ORDER**

RECOMMENDED ACTION:

1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to execute a work order with the Sac State / Carlsen Center for Innovation and Entrepreneurship (CCIE) to manage and facilitate a circular economy innovation competition and initiate potential research partners to site pilot projects on the WPWMA's campus on behalf of the WPWMA for an amount not to exceed \$50,000.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

At the September 2021 meeting, your Board approved a Master Services Agreement (MSA) with CCIE to assist with attracting, assisting, and mentoring businesses that intend to beneficially utilize recyclable materials recovered at the WPWMA's facility. The MSA serves as an overarching agreement between the parties that allows for the development and execution of individual "work orders" that generally cover services related to:

1. Attracting, assisting, or mentoring businesses that utilize the WPWMA's waste stream as a source of raw materials for beneficial use; or
2. Sponsoring or partnering in research and evaluation of technologies that WPWMA finds may develop new ways to utilize its waste stream, divert materials from the Western Regional Sanitary Landfill for beneficial use, or minimize impacts associated with solid waste operations.

At the August 2022 meeting, your Board approved the first work order with CCIE to develop, manage, and conduct the inaugural Circular Economy Innovation Competition with the goal of attracting innovative concepts for managing materials recovered from the waste stream received at the WPWMA's facility that have historically been difficult or not cost effective to recover and market. The competition was kicked off during Global Entrepreneurship Week in November of 2022 and attracted 16 unique entries that were reviewed by technical staff at the WPWMA's Member Agencies. Ultimately 4 entries were selected as finalists for the competition, receiving business mentoring and pitch refining from CCIE.

In April 2023, the Growth Factory hosted the Final Pitch for the Circular Economy Innovation Competition at their Roseville Venture Lab. AgGen was selected as the winner and received a check for \$20,000 to continue advancing their innovation and is actively working with the Authority to site a pilot project at the WPWMA.

After reviewing the inaugural competition with Final Pitch judges and CCIE, staff determined that emphasis was needed towards better explaining the problem statement for the competition, creating a sustainable infrastructure for the competition to run on an annual basis, and potentially investing significantly in more advanced and larger-scale recycling innovations in a separate program or competition.

The suggested timeline for this year's competition as outlined in the attached Work Order, includes following a similar November – April timeline, placing more marketing and outreach efforts towards educating potential applicants of the WPWMA's existing waste stream (to avoid projects and innovations focused on the collection of materials), and focusing efforts on local (Sacramento Area) based projects and companies.

Additionally, this Work Order includes business development for the 2023 Circular Economy Innovation Competition winners, AgGen, as well as quarterly updates on the progress on advancing their pilot project at the WPWMA.

Looking forward, as CSUS begins developing and constructing their Placer Campus, the WPWMA looks forward to the next evolution of the MOU with CSUS/CCIE, developing Circular Economy-related research and technical projects in collaboration with CSUS' campus partners.

ENVIRONMENTAL CLEARANCE:

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

FISCAL IMPACT:

The proposed work order with CCIE includes \$30,000 to cover CCIE's staff time and expenses associated with developing, managing, and facilitating the outlined efforts and \$20,000 in total prize money that would be awarded to the winning entrie(s). Sufficient funding is available in the Preliminary FY 2023/24 Budget to cover this cost.

STRATEGIC PLAN/GOALS:

GOAL 2 – Enhance economic development and investment in innovation.

GOAL 3 – Increase material diversion and domestic reuse.

ATTACHMENT: 2023-24 CCIE WORK ORDER
2023-24 CCIE SCOPE OF WORK OVERVIEW
MASTER SERVICES AGREEMENT WITH CSUS/CCIE

2023-24 CIRCULAR ECONOMY INNOVATION COMPETITION WORK ORDER
Agreement #MA200332
Between WPWMA and Carlsen Center, Sacramento State
Work Order #2

This Work Order reflects the services to be provided by CCIE to WPWMA under the Master Agreement #MA200332

A. DESCRIPTION OF SERVICES

The Carlsen Center for Innovation & Entrepreneurship (CCIE) will provide the Western Placer Waste Management Authority (WPWMA) with support in developing and executing the Circular Economy Innovation Competition as well as providing business development support and guidance to the previous competition winners.

B. PERIOD OF PERFORMANCE

The period of performance is 12 months. The duration of 12 months provides both parties the necessary time to develop, execute, and review program performance. All services must be completed by the end term of the Master Agreement (2026).

C. FIRM FIXED PRICE OF WORK ORDER

\$30,000 – CCIE Administrative Costs (Including fees for Executive Director, Program marketing, advertising, events, and in-direct costs)

\$20,000 – Award for Circular Economy Innovation Competition winner

D. DELIVERABLES

- 1.1 Establish phases and processes for Innovation (pitch) Competition
- 1.2 Focus marketing efforts on educating potential competition applicants of the WPWMA’s specific problem statement
- 1.3 Launch competition with application and marketing
- 1.4 Host a panel discussion during Global Entrepreneurship Week
- 1.5 Run a pitch competition during Earth Week
- 1.6 Provide quarterly update on pilot with winner of 2023 Innovation Competition
- 1.7 Create infrastructure for repeatable processes on a yearly basis

Approvals as to Scope:

WPWMA:

CCIE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Circular Economy Pitch Competition

Innovating waste to repurposed value

Scope of Work Overview:

The Western Placer Waste Management Authority (WPWMA) and Carlsen Center for Innovation and Entrepreneurship at Sacramento State partner to present an opportunity for innovators and entrepreneurs to pitch their circular economy solutions to a panel of judges while competing for an award (cash prize, small contract, cash prize + small contract, etc.).

Additionally, the CCIE will provide business development support and guidance to the previous competition winners

Core Partners:

- Carlsen Center for Innovation & Entrepreneurship
- Western Placer Waste Management Authority
- Sustainability Center at Sacramento State

Community Partners:

- Growth Factory/Roseville Venture Lab
- StartupSac

Campus Partners:

- Placer Once Project
- College of Natural Science & Mathematics and
- College of Engineering & Computer Science

Team:

- Ken Grehm – Western Placer Waste Management Authority
- Eric Oddo – Western Placer Waste Management Authority
- Kevin Bell – Western Placer Waste Management Authority
- Emily Hoffman – Western Placer Waste Management Authority
- Gloria Stearns – County Economic Development
- Cameron Law – Carlsen Center for Innovation & Entrepreneurship at Sac State
- Ryan Scott Todd – Sustainability Center at Sacramento State



Scope 1 - Pitch Competition Phase and Timeline:

Phase 1: Establish (August to November 2023)

- Establish core and key partners to drive the collective effort. Finalize the timeline with partners and set schedule. Recruit mentors, marketing champions, and brainstorm potential judges for the various stages.
- Revise and finalize the scoped problem statement(s) to address the WPWMA's unique challenge of utilizing materials from the waste stream, rather than create alternative collections methods, to attract companies and innovations to solve those needs.
- Build and finalize the application portal for submissions (Typeform).
- Brainstorm, build, and market a collaborative Global Entrepreneurship Week event where we will launch the application portal for submissions.
- Plan and build 2 to 3 virtual information sessions running from November 2023 to February 2024.
- Refine criteria for scoring applications and the individuals for the initial review panel.

Phase 2: Attract (November 2023 to February 2024)

- Run the Global Entrepreneurship Week event and launch the call for submissions (Nov. 13th through 17th 2023).
- Announce a call for submission of submissions which will be accepted through an application portal (TypeForm).
- Engage marketing channels to attract companies. Respond and support applicants through the process.
 - Sacramento State University Communications
 - SacramentoInno
 - Spread new with RISN – ASU Walton Innovation Center
 - Element Accelerator
 - Engage WPWMA Stakeholders (Cities and County)
 - Roseville Venture Lab and Growth Factory
 - Greater Sacramento Economic Council
 - Valley Vision
- Host virtual information sessions to inform individuals and partners about the opportunities.
- Finalize the date, time, and location of pitch event during the week of April 22nd, 2024.

Phase 3: Select Batch 1 (February 2024)

- The initial Review Panel, using the selection criteria previously established by Core Partners, will select a specified number of applications (12 to 16) to move into Batch 1. These concepts will then attend a pitch crafting workshop (led by the Carlsen Center team) to support the participants in refining their concepts and articulating their value proposition.
- Set pitch crafting workshop/bootcamp (Note to engage potential region partners).



- The participants will then provide an initial pitch of 2 to 3 minutes on the product offering and the value creation potential it has. (Video submission)
- Begin marketing in-person pitch competition for attendees.

Phase 4: Select Batch 2 (March 2024)

- Partners will review 2-to-3-minute pitch submissions and select the Circular Economy Innovation Competition finalists (6 to 10 finalists).
- Host larger workshop laying out criteria and connecting them with pitch coach/mentors (Carlsen Center team and Mentor Network).
- Mentor with one-on-one session finalists in preparing for the final pitch session. (5 to 6 min pitch).
- Continue to market the event and engage partners across the region.

Phase 5: Final Pitch (April 2024)

- The finalists present during Earth Day week (April 22nd – 26th) to compete for the final awards - \$20,000. The finalists will be judged by a panel of judges selected by the organizing partners (5 judges).
- Train and prepare judges on scoring criteria and the flow of the event.
- Run event leading into Earth Day the week of April 22nd, 2024.
- Thank partners and engage winners and other participants.

Scope 2 – Business Advising for Pilot Phase and Timeline:

Phase 1: Engage (August - On-Going)

- Connect with winner of the 2023 Circular Economy Innovation Competition and establish a timeline and goals for the pilot.
- Identify gaps and weaknesses in the business model and support through Carlsen Center programming such as Lean Innovator or one on one support.
- Engage technical experts on-campus or through WPWMA to demonstrate need and effectiveness of innovation.
- Provide a quarterly update with progress of venture and innovation.

Deliverables:

- Establish phases and processes for pitch competition
- Focus marketing efforts on educating potential applicants of the unique problem statement.
- Launch competition with application and marketing
- Host a panel discussion during Global Entrepreneurship Week
- Run a pitch competition during Earth Week
- Provide quarterly update on pilot with winner of 2023 Innovation Competition
- Create infrastructure for repeatable processes on a yearly basis



Requirements:

- Capacity of WPWMA staff or board involvement:
 - Scoping problem statements and the aim of the competition
 - Serving on selection panels or judges at the competition
 - Connecting to potential technical experts for research or innovation pilot
 - Engage in update meetings and marketing discussions

Budget:

Expense	Amount (\$)	Purpose
Award(s)	\$20,000	This will serve as a draw to talented startups and innovative technologies
Carlsen Center for Innovation & Entrepreneurship at Sacramento State	\$30,000	To execute and deliver on scopes of works and deliverables highlighted above. Included event and marketing costs.

MASTER AGREEMENT

AGREEMENT NUMBER
MA200332

THIS MASTER AGREEMENT, made and entered into by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer on behalf of California State University, Sacramento hereinafter called the University for the Carlsen Center for Innovation and Entrepreneurship (CCIE) and the Western Placer Waste Management Authority, hereinafter called WPWMA.

WITNESSETH: That the University for and in consideration of the covenants, conditions, agreements and stipulations of this agreement does hereby agree to furnish services as follows:

University, through the CCIE hereby agrees to provide WPWMA services to attract, assist, and mentor businesses associated with the solid waste industry and specifically reuse of various forms of municipal solid waste recovered by the WPWMA at its Material Recovery Facility.

The term of service shall commence on the date of final execution and continue for a period of five (5) years. Each individual Work Order will have its own commencement and end date as stipulated within the Work Order

WPWMA agrees to pay the University an amount to be identified in individual work orders placed against this Master Agreement for the services performed. Payment shall be made monthly in arrears of service upon receipt of invoice from the University. There is no compensation associated with the Master Agreement.

No consideration has been or shall be paid directly or indirectly to any officer or employee of the University as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or as consultant in connection with this Agreement.

The following documents are hereby incorporated and made part of this agreement:

- Exhibit A: Specification of Services, consisting of two (2) pages;
- Exhibit B: General Provisions, consisting of four (4) pages;
- Exhibit C: Sample Work Order, consisting of one (1) page;

Any provisions or attachments not specifically referenced herein shall be excluded from this agreement.

University shall have no liability except as specifically set forth in this Agreement.

Questions or information concerning this agreement should be addressed to Suzanne Swartz, Contract Management Specialist, 916-278-5797, swartzsd@csus.edu.

Nothing herein contained shall preclude advance payment pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.


UNIVERSITY		WPWMA	
California State University, Sacramento			
BY (AUTHORIZED SIGNATURE):	DATE	BY (AUTHORIZED SIGNATURE):	DATE
		 Bill Halldin (Sep 10, 2021 15:48 PDT)	Sep 10, 2021
PRINTED NAME AND TITLE OF PERSON SIGNING Suzanne Swartz, Contract Management Specialist		PRINTED NAME AND TITLE OF PERSON SIGNING Bill Halldin, WPWMA Chairman	
DEPARTMENT Procurement and Contract Services		ADDRESS:	

Exhibit A

SPECIFICATION OF SERVICES

Background

WPWMA has State of California regulatory requirements and goals to maximize diversion of the solid waste stream in order to extend the life span of its Western Regional Sanitary Landfill (WRS�), promote sustainable environmental practices associated with solid waste disposal and provide the most cost-effective services to their customers and WPWMA has identified excess portions of its lands adjacent to the WRS� that could be made available for private enterprise.

WPWMA has an interest in assisting existing and new private enterprises that utilize portions of the WPWMA waste stream to produce commercially viable products and/or services, possibly on-site and WPWMA views support of specific research that will enhance WPWMA's solid waste diversion, improve current reuse/recycling processes or provide better environmental sustainability for waste disposed at the WRS�.

CCIE's Mission is to be a regional hub for entrepreneurial education and support to start-up businesses; and California State University, Sacramento has world class faculty performing research in a wide variety of areas, including those that may benefit WPWMA and its customers.

Scope of Services

On an as needed basis WPWMA and CCIE may enter into individual scopes of work ("Work Order") to provide services typically, but not limited to, the purpose of:

1. Attracting, assisting or mentoring businesses that utilize WPWMA's waste stream as a source of raw materials for beneficial use; or
2. Sponsoring or partnering in research and evaluation of technologies that WPWMA finds may develop new ways to utilize its waste stream, divert materials from the WRS� for beneficial use or minimize impacts associated with solid waste operations.

The Work Order will include a description of the services to be performed broken down by task, deliverables, cost per task and a schedule for completion of the Work Order.

At a minimum WPWMA and CCIE will meet twice a year to discuss possible partnership opportunities that could become a Work Order.

Principal Contacts

The following shall be principal contacts for each organization

WPWMA

Ken Grehm, Executive Director
3033 Fiddymont Road
Roseville, CA 95747
kgrehm@placer.ca.gov

CCIE

Cameron Law, Executive Director
6000 J Street, MS 6091
Sacramento, CA 95819
c.law@csus.edu

Compensation

Compensation for each Work Order will be as outlined within each approved Work Order. No more than 90% of the maximum compensation under a work order shall be paid prior to the satisfactory completion of the Work Order.

WPWMA shall make final payment for all services associated with a Work Order within 60 days after CCIE has provided any deliverables as required by the Work Order.

Exhibit "B"

GENERAL PROVISIONS

1. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

2. ENDORSEMENT

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name, trademark, or logo as an endorsement of service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University its officers or employees.

3. NON-DISCRIMINATION POLICY

During the performance of this Contract, neither party shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Both parties shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

4. INDEMNIFICATION

WPWMA shall defend, indemnify, and hold Sacramento State its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of WPWMA its officers, employees or agents.

5. DEPOSIT OF REVENUES IN APPROPRIATE UNIVERSITY ACCOUNTS

All monies received by the University, its divisions, departments, and centers as a result of the execution of this agreement shall be deposited in an appropriate University account.

6. INSURANCE REQUIREMENTS

Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

7. ASSUMPTION OF RISK / ADDITIONAL EXPENDITURES

Any entity which is a party to this agreement with the University, shall assume the risk of personal injury and property damage attributable to the willful acts, omissions or negligence of that entity, its officers, employees and agents. In the event that the entity is required to obtain any permit, license or authorization as a prerequisite to performing its obligations under this agreement, those costs shall be borne by the entity required to obtain the permit, license or authorization.

8. AMENDMENTS

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

9. TERMINATION AND STOP WORK

Either party may terminate for convenience this Agreement or any individual Work Order by giving the other party at least thirty (30) days' written notice before the effective date of termination. Termination of this Agreement shall not affect the rights and obligations of the parties, which shall have accrued prior to termination.

In the event this Agreement is terminated by WPWMA, WPWMA shall remain responsible for payment to CCIE for all work performed through the date of termination. Upon termination of this Agreement, the Parties shall determine the ownership and control of the information compiled and deliverables prepared during the term of the Agreement and any outstanding Work Order.

WPWMA may, by written notice, direct CCIE to suspend work on any Work Order. Upon receipt of the notice, CCIE shall take all reasonable steps to minimize the incurrence of costs allocable to the Work Order. Upon conclusion of the work stop period WPWMA and CCIE will meet to discuss the potential impacts to the Work Order and make any necessary adjustments to scope, cost or schedule.

10. FORCE MAJEURE

No fault, delay or failure to perform on the part of the internal or external entity that is party to this Agreement shall be considered a default, delay or failure to perform is otherwise chargeable, if such a default, delay or failure to perform is due to causes beyond either party's reasonable control.

11. ASSIGNMENTS

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

13. SEVERABILITY

In the event that any provision of this agreement shall be held invalid by a court or administrative law judge, such holding shall not invalidate or render unenforceable any other provisions thereof. However, should such a breach go to the whole contract, then the entire contract is deemed unenforceable.

14. CAPTIONS

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions

15. USE OF UNIVERSITY FACILITIES

Use of University facilities by WPWMA is not authorized only as part of this agreement.

16. INDEPENDENT STATUS

It is understood and agreed that the parties to this Agreement are independent contractors and that no relationship of employer-employee exists between the parties hereto.

17. USE OF LOGO OR MARKS

Neither party to this agreement shall use or permit to be used the name, symbols, service marks, trademarks, and/or logos of the other party without prior written consent.

18. EXAMINATION AND AUDIT

For agreements in excess of \$10,000, WPWMA shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and
 - (b) the California State Auditor, for a period of three (3) years after final payment under the Contract.
- The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

19. COMPLIANCE WITH NLRB ORDERS

WPWMA declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

20. DRUG-FREE WORKPLACE CERTIFICATION

Both parties certify that they shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace.

21. EXPATRIATE CORPORATIONS

WPWMA declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with the University by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

22. NOTICES

All Notices, demands or communications to this Agreement shall be sent to the following:

WPWMA

WPWMA Executive Director
3033 Fiddymment Road
Roseville, CAA 95747

UNIVERSITY

Contract Management Specialist
Procurement and Contract Services
6000 J Street, MS 6008
Sacramento, Ca 95819

CCIE

CCIE Executive Director
6000 J Street, MS 6091
Sacramento, CA 95819

23. PROPRIETARY AND CONFIDENTIAL INFORMATION

WPWMA and CCIE may choose, from time to time, in connection with a Work Order, to disclose proprietary or confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as "Confidential Information". The Parties will use reasonable efforts to prevent the disclosure to unauthorized third parties to the extent allowed by law.

24. DEVELOPED INTELLECTUAL PROPERTY

If any Intellectual Property is developed under this agreement, whether by one party on its own or jointly-developed by both parties, the parties shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property. Intellectual Property shall mean any proprietary and or Patentable Materials, Copyrights, Trademarks, Software, algorithms, art and creative endeavors, Research Data, and Trade Secrets, whether or not formal protection is sought. It is understood that any Intellectual Property developed by an employee of the University or CCIE under this agreement or a resulting Work Order shall belong exclusively to the University.

25. ENTIRE AGREEMENT

This Agreement including future Work Orders constitutes the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

**EXHIBIT C
SAMPLE WORK ORDER
Agreement #MA200332
Between WPWMA and Carlsen Center, Sacramento State
Work Order #___**

This Work Order reflects the services to be provided by CCIE to WPWMA under the Master Agreement #MA200332

A. DESCRIPTION OF SERVICES

The CCIE will provide WPWMA with support in developing and executing programs as well as resources aimed at attracting, retaining, and growing companies/technologies that use feed stock provided by WPWMA to develop products.

The programs and resources that could be developed are:

- Mentor network supporting companies/technologies in growing and business
- Accelerator to attract companies to the region to test and scale technologies to achieve waste reduction
- Research collaboration with University partners
- Fellowship/internship program
- Hack-a-thon for new idea generation and business/technology education
- Educational speaker series on circular economy and how waste can be utilized to develop products
- Pitch Competition for Circular economy attracting pilot projects to WPWMA

B. PERIOD OF PERFORMANCE

The period of performance is 12 months. The duration of 12 months provides both parties the runway to develop, execute, and review program and resource performance. All services must be completed by the end term of the master agreement.

C. FIRM FIXED PRICE OF WORK ORDER

\$20,000 – Executive Director and Entrepreneur in Residence and CCIE In-direct costs

D. DELIVERABLES

- 1.1 Build plan and framework for attracting pilot technologies
- 1.2 Attraction of 15 Companies/Technologies
- 1.3 Secure 2 to 3 pilot technologies at facility

Approvals as to Scope:

WPWMA:

CCIE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

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

DATE: **OCTOBER 12, 2023**

RECOMMENDED ACTION:

1. Consider approval of a Memorandum of Understanding (MOU) with Placer County to clarify their relationship with, and provide “Special Employees” to, the WPWMA.
2. Authorize the Executive Director to enter into a consultant services agreement with Bob Murray and Associates for Executive Recruiter services in an amount not to exceed \$33,000.
3. Provide feedback on the preliminary General Manager position description and selection process.
4. Determine that the proposed actions are each exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15320.

BACKGROUND:

At the April 13, 2023 and August 10, 2023 meetings, your Board heard information on a possible reorganization, including hiring a full-time onsite General Manager to oversee WPWMA operations and report directly and exclusively to your Board.

In alignment with the Strategic Plan approved by your Board March 9, 2023, the WPWMA has several large initiatives over the next several years including:

- Completing \$120M facility upgrades
- Achieving compliance with various regulations, including SB1383
- Permitting landfill expansion on Western property
- Completion of new landfill module construction
- Procurement for use/sale of landfill gas
- Exploring opportunities for compatible manufacturing

A General Manager would provide full-time onsite executive leadership to direct all WPWMA operations, including these initiatives, and be directly and exclusively accountable to your Board. WPWMA employees are employees of Placer County but are dedicated full-time to the WPWMA. Your Board directed staff to explore a Memorandum of Understanding 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 dedicated onsite WPWMA employees who are County Employees

Staff negotiated the attached proposed MOU with Placer County for your Board’s consideration, which provides that the General Manager and General Counsel be 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. Special Employees of the WPWMA would report to the General Manager for their work activities and, by being General Employees of the County, would maintain all rights and privileges associated with County employment including participation in the PERS retirement system. The WPWMA would be required to utilize certain County services and policies associated with financial and human resource matters but could choose to utilize additional services from the County at its discretion as outlined in the proposed MOU. Based on your Board's discussion during the August 13 meeting, changes were made to the indemnification provision to provide for a level of mutual indemnification.

Based on your Board's direction at that meeting, staff solicited proposals from five Executive Recruiter firms and received two proposals. Staff recommends your Board enter into an agreement with Bob Murray and Associates to assist in the recruitment of a new General Manager. Depending on any optional services requested by your Board, the contract with Bob Murray and Associates will be in an amount not to exceed \$33,000. The Scope of Services of the proposed agreement is attached.

Staff requests direction from your Board regarding your Board's desired level of participation and expectations throughout the General Manager recruitment process, as well as feedback on the attached draft General Manager job description.

The WPWMA Technical Analysis Group (TAG) has requested that consideration of the MOU be postponed until all of the Member Agencies' Attorneys have reviewed and provided comments. Two agencies have provided comments to date; all comments received by staff will be provided to your Board at the meeting for discussion and Board consideration prior to any potential Board action.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The cost for the Executive Recruiter is \$33,000. The hiring of a new full-time General Manager will have additional costs depending on the compensation package that will need to be approved by your Board. The costs associated with a change in organization will be reflected in the FY 2023/34 Budget scheduled for your Board's consideration at the November regular meeting.

STRATEGIC PLAN/GOALS:

GOAL 6 – Establish internal policy and inform regional policy.

ATTACHMENT: EXHIBIT A: WPWMA/COUNTY MOU
EXHIBIT B: EXECUTIVE RECRUITER SCOPE OF SERVICES
EXHIBIT C: DRAFT GENERAL MANAGER JOB DESCRIPTION

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

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.

A) 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. 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.

B) COUNTY agrees to indemnify and hold harmless WPWMA, WPWMA BOARD, WPWMA GENERAL MANAGER, WPWMA'S other officers, employees, agents, and COUNTY EMPLOYEES assigned to work at WPWMA from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of 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 pursuant to Attachment A. This indemnification shall further extend to any claims based on alleged violations of COUNTY POLICIES or state or federal laws or regulations by 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 Fiddymment Road Roseville, CA 95747
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To COUNTY:	County of Placer c/o Clerk of the Board 175 Fulweiler Avenue Auburn, CA 95603
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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 WASTE 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-Controller's 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.

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.

EXHIBIT A

SCOPE OF SERVICES

Consultant shall be responsible for the planning, preparation and execution of all items outlined in this Scope of Services to meet the WPWMA's goals of recruiting for and hiring a General Manager.

TASK 1: EXECUTIVE RECRUITER SERVICES

Consultant shall assist the WPWMA in recruiting and hiring a General Manager by performing the following services consistent with Consultant's August 30, 2023 proposal attached hereto as Exhibit E.

- 1) Develop General Manager Candidate Profile and assist WPWMA in determining an appropriate compensation package
- 2) Design and distribute General Manager recruitment brochures and advertisements
- 3) Recruit potential General Manager candidates
- 4) Screen identified potential General Manager candidates
- 5) Conduct preliminary interviews with identified candidates
- 6) Conduct public records search of identified candidates
- 7) Recommend candidate short list
- 8) Facilitate final interviews of short-listed candidates
- 9) Conduct background and reference checks on top 3 candidates
- 10) Facilitate and assist with contract negotiations with Board selected candidate

TASK 2: REIMBURSABLE EXPENSES

Expenses incurred by Consultant associated with its efforts under Task 1, including (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches; postage, printing, photocopying, and telephone charges are eligible for reimbursement by the WPWMA under this Task 2 up to a maximum value of Five Thousand Dollars (\$5,000).

Consultant shall provide receipts, invoices or any other documentation substantiating the eligible reimbursable costs as required by the WPWMA when submitting for such reimbursement.

TASK 3: ADDITIONAL SERVICES

The WPWMA may request Additional Services as needed subject to the WPWMA's approval of a written scope of services and cost proposal provided by Consultant. In no event shall any Additional Services exceed the cost allocated in Exhibit B. Consultant shall not proceed with any services under this task until authorized in writing by the WPWMA's Executive Director or designee. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all provisions of this Agreement.

EXHIBIT B**PAYMENT FOR SERVICES RENDERED**

Payment to Consultant will be made by the WPWMA in accordance with the task budgets listed in Table 1.

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Thirty Three Thousand and no/100 Dollars (\$33,000); provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, WPWMA will release and pay any withheld retention.

TABLE 1: NOT-TO-EXCEED TASK BUDGETS

TASK	DESCRIPTION	BUDGET
1	Executive Recruiter Services	\$23,000
2	Reimbursable Expenses	\$5,000
3	Additional Services	\$5,000
TOTAL		\$33,000

EXHIBIT E
AUGUST 30, 2023 PROPOSAL



A Proposal to Conduct an Executive Recruitment
for the Position of
GENERAL MANAGER
on behalf of the



1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

August 30, 2023

BOARD OF DIRECTORS
C/O MR. KEN GREHM
EXECUTIVE DIRECTOR
WESTERN PLACER WASTE MANAGEMENT AUTHORITY
3013 FIDDYMENT ROAD
ROSEVILLE, CA 95747

Dear Mr. Grehm and Members of the Board:

Bob Murray & Associates is pleased to submit a proposal to conduct the new exclusive General Manager recruitment for the Western Placer Waste Management Authority. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the Western Placer Waste Management Authority will match the criteria you have established, be a positive placement for your organization, as well as outstanding in their field.

Bob Murray & Associates is familiar with Placer County and the community it serves. Not only is our headquarters located in Roseville (and has been since the firm's founding in 2000), but we are currently conducting the Finance Director recruitment on behalf of the Town of Loomis. We have most recently completed the County Executive Officer recruitment on behalf of the County of Placer and previously conducted the City Manager, the Assistant City Manager, the Police Chief, The Fire Chief, the Director of Parks, Recreation & Libraries, the Human Resources Director, the Assistant Human Resources Director and the Economic Development Director recruitments on behalf of the City of Roseville; and the Fire Chief recruitment on behalf of the South Placer Fire District. We have previously conducted a variety of searches on behalf of the cities of Lincoln, Loomis, Rocklin, and Roseville, as well as on behalf of the South Placer Municipal Utility District. Our knowledge of the region, its issues and the County's outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

Bob Murray & Associates recognizes that we work at the pleasure of the Board of Directors and our job is to facilitate the Board in finding the Western Placer Waste Management Authority's next General Manager. Our best practice is to establish a strong partnership with the Board, to ensure the placement of a General Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the Board individually to discuss their expectations for the Western Placer Waste Management Authority's new General Manager. The feedback received from Board will be essential in providing guidance when recruiting and screening candidates for the position.

With respect to the General Manager recruitment and the Western Placer Waste Management Authority, Bob Murray & Associates has an unmatched record of success in recruiting local government professionals, including those for public utility, water and sanitation, and waste management districts. We have conducted numerous General Manager/District Manager searches on behalf of large and small cities and special districts throughout the Western United States. We are currently conducting the Assistant General Manager recruitment on behalf of the Fair Oaks Water District, CA and the Deputy General Manager recruitment on behalf of the Mountain House Community Services District, CA. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the Western Placer Waste Management Authority's next General Manager.

Recent General Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

2023

Kinneloa Irrigation District, CA
Nipomo Community Services District, CA

Town of Discovery Bay CSD, CA (Assistant General Manager)
West Basin Municipal Water District, CA

2022

Azusa, CA (General Manager, Light & Water)
Las Gallinas Valley Sanitary District, CA
Monterey County Water Resources Agency, CA
Oakdale Irrigation District, CA
San Francisco Public Utilities Commission, CA (Assistant General Manager and CFO)
Tamalpais Community Services District, CA

2021

Calaveras Public Utility District, CA
Chico Area Recreation & Park District, CA
Monterey Regional Waste Management District, CA
Nevada Irrigation District, CA
Santa Ana Watershed Project Authority, CA
Sweetwater Authority, CA
Town of Discovery Bay CSD, CA

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Gary Phillips, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 17 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding a positive placement, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the General Manager will lead to superlative results for the Western Placer Waste Management Authority. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the Western Placer Waste Management Authority's needs will be key to a successful search. Gary Phillips will meet with the Board of Directors and key stakeholders to learn as much as possible about the ideal candidate for the General Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the Western Placer Waste Management Authority.

Mr. Phillips will review and help define the Authority's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the District to identify expectations regarding education and experience. The Board of Directors and Mr. Phillips will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the Western Placer Waste Management Authority so desires, we will work with the Board of Directors to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Mr. Phillips and your dedicated Recruitment Coordinator will use the candidate profile developed with the Western Placer Waste Management Authority to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the Western Placer Waste Management Authority that you feel best represent your organization and your community.

Upon your approval, Mr. Phillips will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the General Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits

weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Mr. Phillips will also design an effective advertising campaign appropriate for the General Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the General Manager field.

Suggested General Manager-specific advertising sources for the Western Placer Waste Management Authority's search include:

- National Association of Clean Water Agencies
- Association of Women in Water, Energy, and the Environment
- California Municipal Utilities Association
- California Special Districts Association
- Association of California Water Agencies

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Mr. Phillips will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the Western Placer Waste Management Authority, to maximize the potential for individuals from a wide variety of backgrounds, races, cultures, physical abilities, life experiences, and gender to be considered for the General Manager position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the General Manager recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Mr. Phillips will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Mr. Phillips will discuss with the Board of Directors how the Western Placer Waste Management Authority wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Mr. Phillips will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Mr. Phillips will explore each candidate's background and experience as it relates to the General Manager position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Mr. Phillips will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Mr. Phillips, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Mr. Phillips to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Mr. Phillips will recommend a limited number of candidates for your further consideration. He will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate

- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the Western Placer Waste Management Authority to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the Board of Directors and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Mr. Phillips helps the Western Placer Waste Management Authority to design.

Mr. Phillips will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Mr. Phillips and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Mr. Phillips knows what other organizations have done to put deals together with great candidates and what the current market is like for General Manager positions in organizations like the Western Placer Waste Management Authority's. He will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the Western Placer Waste Management Authority, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Mr. Phillips on behalf of the Western Placer Waste Management Authority.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Phillips will be available to the Western Placer Waste Management Authority by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the General Manager recruitment on behalf of the Western Placer Waste Management Authority is \$23,000. Services provided for in this fee consist of all steps outlined in this proposal, including three (3) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the Western Placer Waste Management Authority. Therefore, Mr. Phillips will contact the Authority at the first anniversary of the placement to confirm an effective transition has occurred.

The Western Placer Waste Management Authority will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$5,000. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the Western Placer Waste Management Authority.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the Western Placer Waste Management Authority.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$23,000
Reimbursable Expenses	
<i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$2,500)	\$5,000
Background Checks – 3 candidates (\$550)	
Consultant Travel (100)	
Other expenses – supplies, shipping, clerical (\$575)	
Not-to-Exceed Total	\$28,000

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

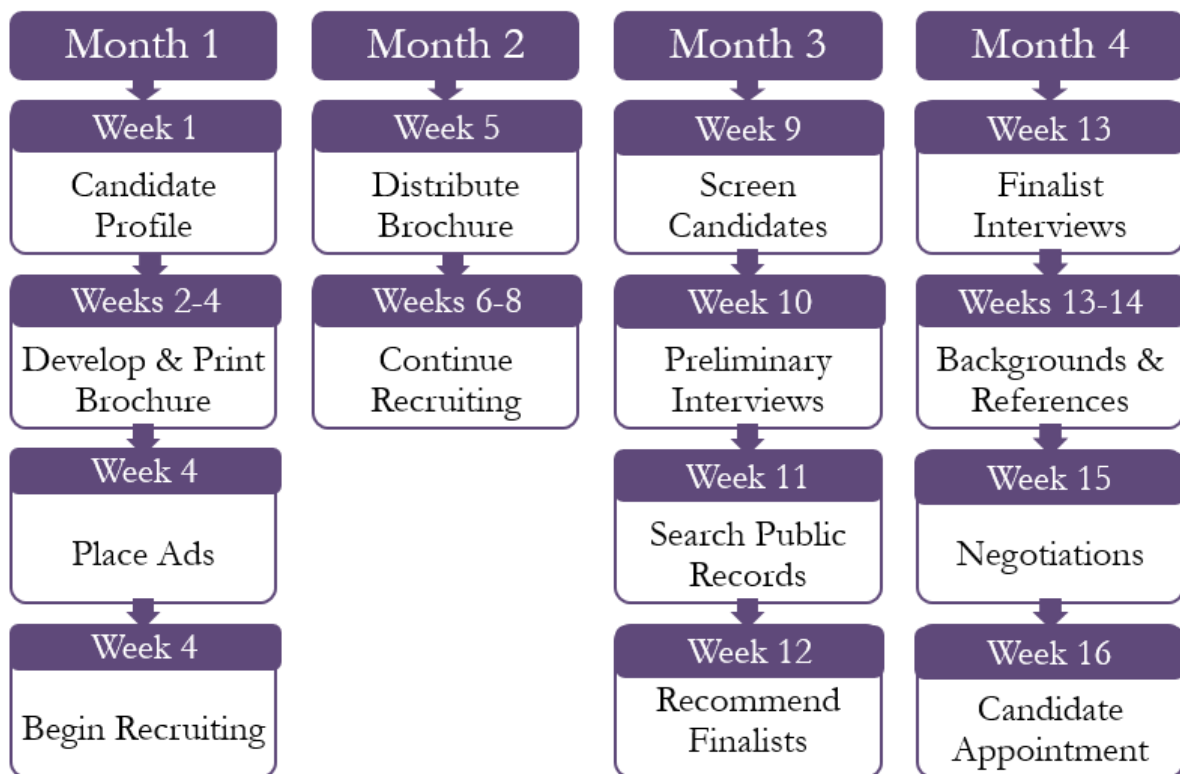
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the Western Placer Waste Management Authority with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the Western Placer Waste Management Authority’s behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the Authority to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with Western Placer Waste Management Authority. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of fifteen (15):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Carmen Valdez, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Bryan Hill, *Senior Executive Recruiter*
- Stacey Stevenson, *Senior Executive Recruiter*
- Deanna Cantrell, *Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Stephanie Marshall, *Recruitment Coordinator*
- Gini Herndon, *Contracts Administrator/Bookkeeper*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of

fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013.

Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

CARMEN VALDEZ, SENIOR EXECUTIVE RECRUITER

Carmen Valdez provides executive recruitment and human resource services to municipal government agencies and non-profits. She has more than 25 years' experience in team-building, executive search, general human resources, classification and compensation, testing, policy

development, performance management, organizational development, discipline, and other employee relations activities.

Carmen has most recently been consulting with Municipal Resource Group, prior to which she spent over 30 years with the City of Milpitas, a Silicon Valley city of 70,000 residents. In this capacity, she was responsible for collective bargaining, PEPRA and Affordable Care Act implementation, modernizing Human Resource services to improve efficiencies and reduce costs, revamping the Workers Compensation service delivery and completing a City-wide strategic plan. Carmen also spent almost 2 years as the Director of Recreation Services.

In addition to her significant experience in the public sector, Carmen earned a Bachelor of Arts degree in Business from University of Phoenix. She is also a member of Local Government Hispanic Network and League of Women in Government. She is an avid runner and enjoys giving back to her community.

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER

Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

BRYAN HILL, SENIOR EXECUTIVE RECRUITER

Chief Bryan Hill (ret.) spent over 30 years serving as a public safety leader in the San Francisco Bay Area. During his career, he worked for three appreciably different East Bay cities and developed and led several regional programs providing him a broad perspective of local government. Much of Bryan's career was spent working in a wide variety of leadership and executive level roles. As a police chief and city department head he was known for a progressive and principled leadership approach.

Throughout his career, Bryan emphasized community engagement. As a municipal government executive, he was dedicated to establishing lasting community partnerships, building strong teams, and continues to participate in leadership development.

Bryan received the California Police Officer's Association Award of Distinction for his efforts in developing regional partnerships that increased efficiencies, professionalism and service to the community. Bryan received his Bachelor of Arts degree in Social Science from California State University, Sacramento and he earned a Master of Science in Organizational Leadership. He is a graduate of the FBI National Academy and holds a California POST Executive Certificate.

STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER

In Ms. Stevenson's 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager's office, progressing from Analyst to Deputy Director. She also assumed special projects such as the creation and opening of the City's neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and managed special projects such as the balloting and passage of the City's local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources and Information Technology and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

DEANNA CANTRELL, EXECUTIVE RECRUITER

Deanna Cantrell brings 28 years of municipal government passion and experience to Bob Murray & Associates as an executive recruiter. Deanna is recognized as a prominent driver of public safety leadership, innovative and evidence-based problem solving, advancing trust and community building, and developing leaders. She has a proven record for exceptional communication, talented public speaking, forward thinking policing, strategic planning, staff development, mentoring, and coaching.

Deanna was the Chief of Police for the City of Fairfield, California for over two years. Prior to that, Deanna served almost five years as the Chief of Police in San Luis Obispo (SLO) California, and over 21 years with the Mesa, Arizona Police Department where she moved through the ranks from Officer to Assistant Chief.

Deanna has built a deep-rooted history of building trust with the community, improving employee health and wellness, and advancing meaningful police transformation. Deanna has developed numerous testing processes, has assisted in over 20 executive recruitments, and is gifted in mentoring, coaching and recognizing and developing talent. She served for four years as the Co-Chair for the California Women Leaders in Law Enforcement (WLLE) and is the WLLE Foundation Board President, also chairing the mentoring committee. Deanna served for six years on the California Police Chiefs Association Board. She is currently an Executive Fellow for the National Policing Institute and is on the Board for Police2Peace. In 2018 Deanna was selected as the 24th District, California Congressional Woman of the year, and in 2022, Women Leaders in Law Enforcement established the Deanna Cantrell Exceptional Leadership award.

Deanna holds a Bachelor of Science in Education and a Master of Administration from Northern Arizona University. She has an Executive Development Certificate from CA POST, teaches Advancing Ethical Leadership for CA POST through Cal State Long Beach, and is a graduate of Northwestern University Police Staff and Command School where she is also an adjunct faculty member, teaching policy, executive image, strategic planning, internal conflict.

Deanna enjoys the arts, playing the guitar, golfing, and growing future leaders.

JON LEWIS, EXECUTIVE RECRUITER

Jon Lewis brings over 30 years of municipal government experience to Bob Murray and Associates. Jon began his career in public service in 1991 with the City of Newport Beach, an iconic coastal community of 53 square miles in Southern California. After successfully working his way through the ranks of the Police Department, he honorably retired in December of 2022 after serving as the Chief of Police for nearly seven years. Jon is known for his commitment to selfless service, ethical leadership and maintaining longstanding community partnerships. During his tenure as Chief of Police, the Newport Beach Police Department achieved reduction in crime to historic lows through effective, data-driven community policing strategies as well as excellence in emergency response and 911 call answer times.

Jon graduated with honors from California State University Long Beach with a Bachelor of Science degree in Criminal Justice and Speech Communication, and holds a Master of Arts degree in Criminal Justice from Chapman University. He is a graduate of several advanced law enforcement training courses including the California Commission on Peace Officer Standards and Training Command College. Jon has authored two university-level textbooks in criminal justice and is an instructor with the Center for Criminal Justice Research and Training at California State University Long Beach.

He and his wife, Darcy, have two children and reside in Orange County.

ALEXANDRIA KOPACK, RECRUITMENT AND OPERATIONS MANAGER

Alex is the Recruitment and Operations Manager with Bob Murray & Associates, and partners closely with the executive recruiter to support both the client and candidates through the entire recruitment process. Alex's responsibilities include posting available positions to job boards, interview scheduling, conducting background checks on candidates, and creating marketing materials for each search.

Alex graduated with a bachelor's degree in Business Administration from Boise State University. She has several years of experience in many different office settings and is eager to assist in the hiring process.

In her spare time, Alex enjoys spending time with her husband, family, and poodle (Theo), as well as playing tennis whenever weather allows.

KATHY LOLAS, SENIOR RECRUITMENT COORDINATOR

Kathy recently joined the Bob Murray & Associates team after eight years of retirement. She is serving as a Recruitment Coordinator and brings over 30 years of experience from the residential real estate, state government, and life coaching industries. As a Recruitment Coordinator, Kathy partners closely with executive recruiters to provide support to candidates and clients throughout the recruitment process. She assists with scheduling, conducting background checks, creating marketing materials, and posting advertisements for open recruitments.

Kathy returned to graduate school in 2015, earned her Master's degree and launched a private life-coaching practice. She is known for her outgoing personality, attention to detail and collaborative approach to successfully completing executive recruitments. In her free time, Kathy enjoys playing jazz piano, travel, boating, and playing with her poodle, "Rocky".

STEPHANIE MARSHALL, RECRUITMENT COORDINATOR

Stephanie serves as a Recruitment Coordinator with Bob Murray & Associates, partnering closely with executive recruiters to support clients and candidates through the recruitment process. She assists with scheduling interviews, creating marketing materials, posting advertisements, and conducting background checks, as well as many other administrative tasks that contribute to the success of each recruitment.

Stephanie graduated with a Bachelor's degree in Anthropology and earned a Paralegal certification from the University of California, Davis. She's worked in various offices before her time at Bob Murray & Associates and is excited to assist in the hiring process.

During her free time, Stephanie enjoys spending time with family, reading high fantasy novels, and being out on the water.

GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like Western Placer Waste Management Authority:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*
- National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT: Central Contra Costa Solid Waste Authority dba RecycleSmart
POSITION: Executive Director
REFERENCE: Ms. Renata Sos, Board Chair
 (415) 205-3945

CLIENT: Las Gallinas Valley Sanitary District
POSITION: General Manager
REFERENCE: Ms. Judy Schriebman, Board President
 (415) 302-7592

CLIENT: ReGen Monterey
POSITION: General Manager
REFERENCE: Ms. Berta Torres, Human Resources Manager
 (831) 264-6376
 Mr. David Pendergrass, Member of the Board of Directors
 (831) 394-3054

We appreciate the Western Placer Waste Management Authority's consideration of our proposal and look forward to working with you.



WESTERN PLACER WASTE MANAGEMENT AUTHORITY**JOB
DESCRIPTION**

JOB TITLE:	General Manager		
REPORTS TO:	Board of Directors		
APPROVED:	FLSA STATUS:	Exempt	

SUMMARY

Under direction of the Authority Board of Directors, manages the operations, engineering, administration, and finances of the Authority, including its Contract Operator(s) and special employees of the Authority; represents the Board's policies and programs with employees, community organizations, and the public; conducts employer-employee relations; develops and recommends policies to the Board. Serves as the chief administrative officer and has overall responsibility for Authority services and operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES *(Other duties may be assigned.)****Plan, Develop and Implement Board and Organization Policies and Goals -***

Develops agendas and prepares supporting documents as appropriate; facilitates and organizes Board meetings; presents oral and written reports to the Board concerning operations of the Authority with recommendations for change or improvement to operations; serves as liaison among the Board, management and staff; arranges discussions to develop organizational goals and objectives; proposes and implements strategic plan and organizational policies; coordinates division functions to accomplish Board goals and objectives; responsible for the overall direction, coordination, and evaluation of the organization's activities; execute agreements, contracts and documents on behalf of the Authority, as approved by the Board.

Budget and Finance - Conducts economics studies and analyzes fiscal requirements; makes recommendations for appropriate rates and fees; oversees development of annual operating and capital budget; enforces compliance with the approved annual budget and approves only expenditures authorized in the budget; ensures all funds and grants are managed and accounted for in accordance with current federal, state, local regulations, and Board policies; provides monthly financial statements to the Board; makes recommendations for budget revisions, as necessary; ensures compliance with generally accepted accounting principles and GASB 34; oversees procurement process enforces contract provisions related to all Authority functions; to have charge of all Authority property and maintain a current inventory.

Communications and Public Relations - Acts as primary spokesperson and media contact for the organization; directs media and public relations; interacts cooperatively with member agencies (particularly through the Technical Advisory Group), local and

national solid waste organizations, and government agencies; serves as Authority representative before communities, boards, and commissions.

Human Resource Management - Ensures legal compliance and adherence to approved policies for recruitment and hiring processes; oversees all employee relations including employment procedures, grievances, affirmative action compliance; ensures adherence to the Board approved personnel policy and procedures and adherence to MOU with County regarding special employees; evaluates all division managers, to hire and manage such staff, as necessary and approved by the Board, to carry out the provisions of the JPA Agreement.

Operations - Ensures Authority's compliance with all regulatory requirements; administers and provides oversight of contract operator(s) and their agreements; directs consultants and contractors, as necessary; oversees preparation of grant applications and grant administration.

Circular Economy/Business Development – Promote circular economy and encourage businesses in our region/county that utilize our recycled materials; explore opportunities for siting local compatible manufacturing within our immediate area; explore potential additional waste streams to most cost-effectively manage our facility for the benefit of our citizens.

SUPERVISORY RESPONSIBILITIES

Supervises managers/supervisors of the administrative, finance, planning, engineering and field operations teams. Responsible for the overall direction, coordination, and evaluation of these teams. 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 disciplining employees; addressing complaints and resolving issues.

COMPETENCIES

To perform the job successfully, an individual should demonstrate the following competencies:

Accountability/ Planning/Organizing

Holds self and others accountable for required work output and standards. Ensures that effective controls and contingency plans are in place. Projects/tasks within area of own accountability are completed on time and within budget. Structures his/her department/team in an organized, efficient manner. Co-ordinates team activities to make the best use of individual skills and specialties. Accurately identifies the resources and time scales needed to meet objectives. Puts plans into action effectively. Has contingency plans in place to counter unforeseen developments.

Communication (Oral/Written)

Expresses views in a fluent, clear, logical manner, with enthusiasm and confidence.

Communicates openly and honestly, and promotes an open exchange of ideas. Is an effective listener – listens openly without interrupting. Keeps people well informed in respect of key organizational and departmental issues, in a timely manner. Delivers information effectively, with appropriate supporting data, in a variety of written formats including reports, letters, memos, emails, etc.

Employee Development/Empowerment

Provides challenging assignments so employees can learn through practical experience. Actively assists employees in the identification of their learning and development needs and strategies, for current and future positions. Recognizes and builds upon employees' strengths and abilities. Organizes and structures work for employees in a way that encourages ownership. Encourages and promotes decision making authority and accountability at all levels. Provides the time, resources and opportunities for employees to undergo identified learning activities. Enables employees to take calculated risks and learn from their mistakes.

Financial Management

Demonstrates a broad understanding of financial management principles. Understands the key financial indicators affecting the organization. Accurately estimates project plans and budgets, and considers costs versus benefits. Manages and controls budgets effectively; monitors expenditures. Identifies cost-effective approaches to business operations without sacrificing quality. Provides recommendation for rates that are sustainable and best serve our customers.

Leadership Skills/Strategic Thinking/Visioning

Establishes a vision and direction and motivates/inspires team members to follow suit. Believes in self and has a sense of purpose. Has good problem-solving and decision-making skills. Has good communication skills (oral and written). Leads by example, and with confidence and authority; takes charge of difficult situations. Has the courage of his/her convictions, and is not afraid to make difficult or unpopular decisions if necessary. Treats others with respect and dignity, and establishes good interpersonal relationships. Makes others feel appreciated, valued and included. Demands excellence and recognizes and rewards excellent performance. Not afraid to take calculated risks and learn from mistakes. Embraces and initiates change. Is fair and forthright. Identifies and keeps up to date on key national and international political, economical, social and technological trends that (may) affect the organization and industry. Identifies and acts upon competitive threats and opportunities. Takes a long-term view of organizational issues and priorities. Formulates effective strategies consistent with the vision and mission of the organization, including compatible manufacturing. Involves, inspires and energizes others to commit to the vision and translating it into action. Uses the organization's strategies effectively to set realistic yet stretching goals. Continually seeks to improve the organization and our business position.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimum Qualifications

A Bachelor's degree from an accredited college or university, and eight (8) years of work experience in solid waste, engineering, public administration, business management or a related field, including at least four (4) years in a managerial position.

Desirable Experience and Knowledge Base

- Thorough knowledge of principles and practices of public administration, including administrative analysis, fiscal planning and control and policy and program development.
- Basic knowledge of engineering and construction principles applicable to the planning, design and construction of environmental control systems, landfill, and recycling facilities.
- Laws, rules, ordinances and legislative processes controlling solid waste management functions, programs and operations.
- Organization, operations, and problems of joint-powers agencies and special public service organizations.
- Demonstration of research and evaluation methodologies.
- Contract administration.
- Principles of budget development and expenditure control, including capital improvement budgets.
- Public personnel and employer-employee relations practices and legislation.
- Public and press relations.
- Principles of supervision, management and general administration.
- Working knowledge of Microsoft Office.

CERTIFICATES, LICENSES, REGISTRATIONS

- A valid California driver's license is required.

OTHER QUALIFICATIONS

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 accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit. The employee is occasionally required to stand and walk. The employee must

occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Work Environment - The work environment a typical office setting, however field visits are required on a periodic basis, which may involve outdoor weather conditions, fumes, airborne particles, loud noise levels, and unpleasant odors. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 12, 2023**
FROM: **ROBERT SANDMAN, ASSISTANT AUTHORITY COUNSEL**
SUBJECT: **MRF EXPANSION PROJECT/SUBCONTRACTOR SUBSTITUTION
HEARING/SKUTLEY CONTRACTING CORPORATION**

RECOMMENDED ACTION:

1. Conduct a subcontractor substitution hearing regarding Skutley Contracting Corporation.
2. Render a decision regarding subcontractor substitution following the conclusion of the hearing listed in Action Item No. 1.
3. Determine that that proposed actions are each not a project pursuant to CEQA Guidelines Section 15378.

BACKGROUND:

On April 22, 2022, the WPWMA and FCC Environmental Services, LLC (“FCC Environmental”) entered into an Agreement for Design-Build Services relating to design and construction of the WPWMA Material Recovery Facility Expansion. The design-build agreement allowed FCC Environmental to hire a contractor to build the subject improvements. FCC Environmental later assigned the design-build agreement to FCC Environmental Services California, LLC (“FCC California”).

In 2023, FCC California conducted a bid process to select a contractor for construction of the subject improvements (the “Project”). Cambridge Companies, Inc. (“Cambridge”) bid on the Project as a general contractor. On March 17, 2023, Skutley Contracting Corporation (“Skutley”) submitted a bid to Cambridge to perform the concrete portion of the Project. In its bid to FCC California, Cambridge listed Skutley as a subcontractor to perform the identified concrete portion.

Following the bid process, FCC California awarded the contract for the Project to Cambridge. On or about April 18, 2023, Cambridge sent Skutley a proposed subcontract for the concrete portion of the Project. A dispute arose between Cambridge and Skutley regarding the terms of the proposed subcontract. WPWMA staff and counsel understand that Cambridge interpreted a May 15, 2023 e-mail from Skutley as Skutley’s refusal to sign the identified subcontract. Cambridge then sought out other subcontractors to perform the concrete portion of the Project. Cambridge sought to substitute Skutley pursuant to California Public Contract Code Section 4107(a)(1) and sent a letter to FCC California requesting to substitute Skutley on the Project. Skutley opposed being substituted.

On or about June 16, 2023, Skutley was provided with notice of Cambridge’s substitution request and was provided five (5) working days to submit a written objection pursuant to California Public Contract Code Section 4107. On or about June 23, 2023, Skutley, provided a written objection to Cambridge’s substitution request. On or about

July 7, 2023, FCC California provided notice to Cambridge and Skutley setting a July 20, 2023 hearing date for Cambridge's substitution request. WPWMA Counsel notified FCC California counsel on July 14, 2023 that WPWMA did not object to FCC Environmental or FCC California conducting the subcontractor substitution hearing.

On July 20, 2023, a hearing on the substitution request was held with counsel for FCC California acting as the hearing officer. Cambridge and Skutley were represented by counsel at the hearing. FCC California counsel heard arguments from counsel for Skutley and Cambridge, with additional testimony from representatives from Cambridge and Skutley. The matter was submitted to FCC California counsel for decision at the conclusion of the hearing.

The FCC California hearing officer issued a written decision on August 4, 2023. That decision stated that, "After having had a reasonable opportunity to do so, Skutley refused to execute a written subcontract for the scope of work specified in Skutley's bid at the price specified in the Skutley's bid, when that written subcontract was based on the general terms, conditions, plans and specifications for the Project". The FCC California hearing officer determined that, under California Public Contract Code Section 4107(a), Cambridge was entitled to substitute Skutley as a subcontractor on the Project. The August 4 decision included notification that either Cambridge or Skutley could request within five (5) business days that the matter be considered by WPWMA Board of Directors. Skutley filed a timely request on August 9, 2023 that the matter go before your Board. In that request, Skutley requested a hearing *de novo*.

Copies of the hearing officer's August 4 decision and Skutley's August 9 request are attached. Record documents regarding this matter have been posted with the agenda on the WPWMA website. WPWMA Counsel will provide an outline of proceedings to your Board at the commencement of this item.

ENVIRONMENTAL CLEARANCE:

The proposed actions are each not a project pursuant to CEQA Guidelines Section 15378.

FISCAL IMPACT:

There is no fiscal impact associated with your Board conducting a hearing.

POSTED ONLINE WITH AGENDA: RECORD DOCUMENTS

ATTACHMENTS: EXHIBIT A: AUGUST 4, 2023 CORRESPONDENCE FROM FCC CALIFORNIA TO DAUER McCANDLESS LLP AND COOK BROWN, LLP

EXHIBIT B: AUGUST 9, 2023 CORRESPONDENCE FROM COOK BROWN, LLP TO WPWMA

August 4, 2023

Eileen Diepenbrock
DIEPENBROCK ELKIN
DAUER McCANDLESS LLP
555 University Avenue, Suite 200
Sacramento, CA 95825

Stephen R. McCutcheon, Jr.
COOK BROWN, LLP
2407 J Street, Second Floor
Sacramento, CA 95816

emd@diepenbrock.com

smccutcheon@cookbrown.com

**Re: Cambridge Companies, Inc.’s Request to
Substitute Skutley Contracting Corporation**

Ms. Diepenbrock and Mr. McCutcheon:

Attached please find the decision with regard to Cambridge Companies, Inc.’s request to substitute Skutley Contracting Corporation.

I. PROCEDURAL BACKGROUND

On June 12, 2023, Brian Young from Cambridge Companies, Inc. (“Cambridge”) sent a letter to FCC Environmental Services California, LLC (“FCC”) requesting to substitute Skutley Contracting Corporation (“Skutley”) as a subcontractor on the Western Placer Waste Management Authority (“WPWMA”) Recycling Center Improvement Project (the “Project”). Mr. Young’s letter enclosed as support for its request a June 12, 2023, declaration of Lenny Zelms, the Director of Preconstruction for Cambridge. WPWMA requested that Joel Blake, the General Counsel of FCC Environmental Services California, LLC, act as the hearing officer.

On June 16, 2023, Skutley was provided with notice of Cambridge’s request, a copy of Mr. Young’s letter and Mr. Zelms declaration, and provided five working days to submit a written objection, pursuant to Public Contract Code section 4107. On June 23, 2023, Skutley, provided a written objection to Cambridge’s request to substitute it as a subcontractor, and included with its objection the declaration of Joe Skutley, the Owner of Skutley. On July 7, 2023 FCC provided notice to Cambridge and Skutley setting the hearing on Cambridge’s substitution request on July 20, 2023.

At the request of Skutley and Cambridge on July 14, 2023, FCC sent a letter requesting that the parties submit any additional evidence or argument relating to the substitution by 2:00 pm on July 18, 2023. On July 18, 2023, Cambridge submitted a letter from Eileen Diepenbrock in support of its request to substitute Skutley, along with a declaration of Joshua Barnhorst, the Project Manager for Cambridge. Skutley submitted a letter from Stephen McCutcheon in support of its objection to the substitution request.

On July 20, 2023, a hearing on the substitution was held and Joel Blake acted as the hearing officer. Eileen Diepenbrock and Nicholas Brummel appeared as counsel for Cambridge. Also present for Cambridge was Mr. Barnhorst. Stephen McCutcheon appeared as counsel for Skutley. Also

present for Skutley was Mr. Skutley, and Chris Worth, a subcontractor of Skutley, was present for a part of the hearing.

Mr. Blake heard argument from counsel for Skutley and Cambridge and then Mr. Barnhorst provided testimony on behalf of Cambridge in support of the request to substitute. Mr. Skutley provided testimony on behalf of Skutley in objection to the request.

After providing testimony, counsel were provided the ability to provide additional argument and confirmed they had no more evidence to submit. The matter was deemed submitted to Mr. Blake for decision at the conclusion of the hearing on July 20, 2023.

II. FACTUAL BACKGROUND

Cambridge bid on the Project as a general contractor. As part of preparing its bid, Cambridge set up a document depository that it shared with subcontractors it invited to bid on the Project. The document depository included the bidding documents, addenda, and contract documents. The information in the depository also included the project sequence and project schedule, including the project milestones. Skutley was provided access to the document depository and downloaded the documents in the depository starting on February 15, 2023.

On March 17, 2023, Skutley submitted a bid to Cambridge to perform the concrete portion of the Project. In its bid to FCC, Cambridge listed Skutley as a subcontractor to perform the concrete portion of the Project.

After Cambridge was determined to be the low bidder, on March 27, 2023, Cambridge notified Skutley it would be using Skutley for the concrete portion of the Project. Then, on April 18, 2023, Cambridge sent Skutley a proposed subcontract for the Project. According to the testimony of Mr. Barnhorst, the proposed subcontract was based upon the bid documents. Moreover, the proposed subcontract was for the scope of work provided in Skutley's proposal and for the same price as in Skutley's proposal. Skutley and Cambridge had some back and forth regarding the contract language, including a call between Joe Skutley and Cambridge's legal counsel.

At the same time the parties were discussing the subcontract language, Skutley was meeting with Cambridge and e-mailing Cambridge requesting the final Issued For Construction drawings. Skutley was requesting these drawings due to the fact that at bid time the drawings used for bid purposes were not the final Issued for Construction drawings. Ultimately, the Issued for Construction drawings—or at least a portion of them—were provided to Skutley on May 5, 2023.

Subsequently, on May 15, 2023, Skutley sent Cambridge an e-mail outlining what Skutley believed were its understanding of the project complexities. Skutley outlined five issues in its e-mail, and with each item it sought an increase in its bid price. Skutley indicated in its e-mail that if Cambridge wanted to enter into a contract with Skutley, then “the project will need to be Rebid with Real Time/Current Information.” Cambridge took the May 15, 2023, e-mail as Skutley's refusal to sign a subcontract.

After the May 15, 2023, e-mail from Skutley, Cambridge sought out other subcontractors as it believed Skutley was refusing to sign a subcontract. Cambridge did not provide those other subcontractors Skutley's bid—it only provided the same bid documents that it had provided to Skutley prior to bid. Ultimately it received a bid from Demcon for \$52,000 more than Skutley's bid.

Cambridge now seeks to substitute Skutley pursuant to Public Contract Code section 4107(a)(1), and Skutley opposes being substituted.

III. LEGAL ANALYSIS

A. **FCC's Authority to Act As A Hearing Officer.**

FCC is contracted with WPWMA to operate the Recycling Center and Landfill. Moreover, FCC agreed to provide upgrades to Recycling Center and Landfill for which it selected Cambridge to perform a portion of the work, after accepting bids from various contractors. As part of its bid to FCC, Cambridge listed Skutley as a subcontractor on the Project. Now, Cambridge has requested to substitute Skutley as a subcontractor pursuant to Public Contract Code section 4107. WPWMA requested FCC as the Operator of the facility, and as well as the entity that has more knowledge of the Project to oversee the substitution hearing. Skutley objects to Mr. Blake overseeing the hearing arguing that FCC is not an “Awarding Authority” or “Authorized Officer” under Public Contract Code section 4107, and thus cannot oversee the hearing. Skutley further argues that FCC, unlike a public owner, is not “interested in obtaining the results contracted for, which in this situation is to obtain a fully constructed facility within the time set forth in the Design-Build Agreement.” (McCutcheon July 18, 2023 Letter.) And, thus it should be conflicted out of overseeing this substitution request.

The Hearing Officer has considered Skutley's objections and finds that there is no basis to find the Hearing Officer cannot oversee the substitution hearing. Public Contract Code section 4107 provides that a public agency is entitled to appoint an agent to handle a substitution hearing under section 4107. (See *JMS Air Conditioning & Appliance Service, Inc. v. Santa Monica Community College Dist.* (2018) 30 Cal.App.5th 945, 957 [“Nothing in the record, nor the Act's history, nor its overall structure suggests that preventing an awarding authority's agent from conducting a substitution hearing might help combat bid shopping or bid peddling.”].) The Hearing Officer was delegated the task by WPWMA to handle the substitution hearing, given his background in construction and knowledge of the Project. Furthermore, contrary to the allegations of Skutley, FCC as the Operator of the facility for potentially the next 20 years, does have the same incentive as any other public agency. Given that FCC will be the Operator of this facility for the next 20 plus years, it does have a substantial incentive in ensuring that the work is completed in a professional and workmanlike manner, in accordance with the plans and specifications, as well as that it is timely completed. FCC is not like a general contractor who is simply building a project and will walk away as soon as the project is completed. FCC—like a public owner—will have to operate and maintain the facility after construction for many years to come. FCC's interests are the same as any public owner.

Furthermore, the Subletting and Subcontracting Fair Practices Act (the “Act”) express and singular purpose is to prevent bid shopping and bid peddling. (*JMS, supra*, 30 Cal.App.5th at p. 958.) Here, FCC is in the same position as any public agency in a substitution hearing. It has a lump sum contract with Cambridge, pursuant to which Cambridge is required to timely complete the Project in accordance with the plans and specifications. There is nothing to indicate that FCC, or the Hearing Officer, have any incentive to overlook any bid shopping or bid peddling. Finally, the court in *Synergy Project Management, Inc., v. City and County of San Francisco* (2019) 33 Cal.App.5th 21, did not find any conflict when a public agency can demand removal of a subcontractor, prosecute the hearing to substitute the subcontractor, as well as oversee and rule on the hearing. Given that a public agency does not have a conflict ruling on its own substitution request, the Hearing Officer does not see any basis to claim FCC who has no interest in the

substitution of Skutley, other than the same interest as any other project owner or operator, cannot oversee this hearing. (*Id.* at p. 35-37.)

B. Substitution Under Public Contract Code Section 4107 (a)(1).

Cambridge seeks to substitute Skutley pursuant to Public Contract Code section 4107 (a)(1), which provides:

When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based on the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractors written bid, is presented to the subcontractor by the prime contractor.

Cambridge claims that it presented Skutley with a subcontract for the work specified in Skutley's bid and for the price in Skutley's bid, and after having a reasonable opportunity to do so, Skutley failed or refused to execute a subcontract with Cambridge. Skutley disputes Cambridge's claim, and argues that Cambridge never presented it with a subcontract that complied with all of the terms of Skutley's bid. Skutley claims that, by listing Skutley, Cambridge is required to accept all of Skutley's bid terms, citing *Flintco Pacific, Inc. v. TEC Management Consultants, Inc.* (2016) 1 Cal.App.5th 727.

On February 15, 2023, and again on February 20, 2023, Skutley downloaded Addendum No. 1, from Cambridge's download site. Addendum No. 1 included the General Conditions for the Project, as well as the Project milestones, and the proposed contract between Cambridge and FCC. Additionally, between February 14, 2023 and March 16, 2023, Skutley downloaded the available Project plans. (Barnhorst Ex. 1.) On March 17, 2023, Skutley provided a bid to Cambridge to perform the concrete work for the Project. (Skutley Ex. 1.) Skutley's proposal broke down the different scopes of concrete work it was proposing to perform and provided a price for each. It proposed to do the following work: C&D Compressor Office Building concrete for \$2,988,140.00; Maintenance Building concrete for \$311,711; C&D site concrete for \$597,830; ADA and Civil site concrete \$402,533; and Maintenance site concrete \$181,577, for a total of \$4,480,791.00. Skutley also proposed a deduct of \$93,457.00, if the Push Wall was removed. (Skutley Ex. 1.)

Cambridge in its bid to FCC listed Skutley as its proposed concrete subcontractor. On March 27, 2023, after bid opening and after Cambridge was determined to be low bidder, it sent Skutley a letter of intent indicating it was Cambridge's intent to use Skutley as the concrete subcontractor on the Project for a subcontract price of \$4,387,334, which was Skutley's price including the deduct of the Push Wall.

On April 18, 2023, Cambridge sent Skutley a written subcontract. The scope of work specified in the proposed subcontract was concrete, and Exhibit A to the subcontract listed the same scope of work that Skutley listed in its proposal. (Barnhorst Ex. 4.) The price in the subcontract was \$4,387,334.00, which is the price in Skutley's proposal, including the deduct for removal of the Push Wall. (Barnhorst Ex. 4 ¶6.1; & Ex A.) Furthermore, the subcontract Exhibit A, Scope of Work, references the "contract documents provided by Cambridge Companies, Inc. and designed

by SCS Engineers, Asplundh Engineering Associates, Arcon Structural Engineers, Terry Engineering, Ko Architects, per bid documents . . ." (Barnhorst Ex. 4.)

At the time the Project bid, the final Issued for Construction drawings had not been issued. Thus, beginning in April, Skutley began requesting the Issued for Construction drawings from Cambridge. On May 5, 2023, the Issued For Construction Drawings were provided to Skutley.

On May 15, 2023, approximately one month after being provided with the subcontract and after his review of what portion of the Issued for Construction drawings he had been provided, Joe Skutley sent an e-mail to Cambridge providing a list of what he called the "current understanding of the projects complexities." Mr. Skutley's May 15, 2023, e-mail went through about five separate items Mr. Skutley believed were issues on the Project. Mr. Skutley provided a cost increase Skutley was seeking for each item and the total additional funds requested were \$950,877. Mr. Skutley's e-mail went on to state, "If CCI is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information."

Cambridge took the May 15, 2023, e-mail as a refusal by Skutley to sign the subcontract. Mr. Skutley testified at the hearing that his May 15, 2023, e-mail was not a refusal to sign a subcontract, but simply an e-mail to highlight issues with the Project to further negotiations with Cambridge. Skutley argued that it never refused to sign a subcontract, because it was never given any indication by Cambridge that the subcontract was "its last best and final" offer.

Mr. Barnhorst, the Project Manager for Cambridge testified at the hearing that Cambridge prepared the subcontract it sent to Skutley based on the Project documents available at bid time. Mr. Barnhorst further testified that the schedule provided as Exhibit D to the subcontract had the same durations and sequencing as outlined in the bid documents provided to Skutley. Mr. Barnhorst testified that the Issued For Construction documents were not the basis of the subcontract, and that Cambridge recognized that if the Issued For Construction documents changed Skutley's work, it could request a change order per the terms of the subcontract.

Based on the evidence presented at the hearing, including, but not limited to, the testimony of Mr. Skutley and Mr. Barnhorst, the Hearing Officer finds that Skutley refused to sign a subcontract, that was based upon the general terms, conditions, plans and specifications for the Project. Mr. Skutley's May 15, 2023, e-mail makes an unequivocal statement that if Cambridge desires Skutley to sign a subcontract, "the project will need to be Rebid with Real Time/Current Information." That statement indicates that Skutley is not signing the subcontract provided by Cambridge, unless Skutley gets to provide an updated bid number. Nothing requires Cambridge to follow up Skutley's unequivocal statement with a further demand that Skutley sign the subcontract. Even if Skutley had not refused to sign the subcontract, it is clear that after four weeks of having the subcontract Skutley failed to sign it. The evidence supports the finding that Cambridge provided Skutley a subcontract that contained the scope of work specified in Skutley's bid as well as the price specified in Skutley's bid. And that the subcontract was based on the general terms, conditions, plans and specifications for the Project.

Therefore, Cambridge is entitled substitute Skutley pursuant to Public Contract Code section 4107(a)(1).

Skutley argues that the subcontract provided by Cambridge was not consistent with Skutley's bid proposal and, therefore, Skutley cannot be substituted for failing to sign a subcontract. Skutley

claims under *Flintco* by listing Skutley Cambridge had to accept all of Skutley's bid conditions, including, its exclusions. *Flintco*, is not applicable because it was a case dealing with whether a subcontractor could be held to its bid price under the theory of promissory estoppel, not a subcontractor substitution, under Section 4107. (*Flintco, supra*, 1 Cal.App.5th at 730.) In *Flintco*, the subcontractor (TEC) submitted a written bid to the general contractor (Flintco) to perform glazing work for \$1,272,090 on a project to construct a new building at Diablo Valley College. (*Id.* at p. 729.) The bid contained terms and conditions that affected the bid price, such as a deposit of 35% of the bid amount to lock in prices with suppliers. (*Id.* at p. 730.) Other conditions included that the bid could be withdrawn if not accepted within 15 days, and that the proposed price was subject to a 3% minimum escalation, per quarter, after the 15-day acceptance period. (*Ibid.*)

Flintco used TEC's bid price in compiling its own bid to the owner, but admitted on bid day it disregarded the terms and conditions in TEC's bid. (*Id.* at p. 729.) After Flintco was awarded the contract, it sent a standard-form subcontract to TEC that differed materially from its bid. (*Ibid.*) TEC refused to enter the subcontract. (*Id.* at p. 730.) Flintco hired another subcontractor to complete the work and sued TEC on a theory of promissory estoppel for \$327,050, the difference between TEC's bid and contract price paid to the replacement subcontractor. (*Ibid.*) The Court of Appeal found that Flintco could not pursue a promissory estoppel claim against TEC, because Flintco did not reasonably rely upon TEC's bid to its detriment, since Flintco's reliance on the bid price alone, without the conditions was not reasonable. (*Id.* at p. 735.) The Court found that Flintco's subcontract to TEC was a counter offer to TEC's bid, and thus Flintco lost the power to accept TEC's bid. (*Id.* at p. 736.) *Flintco*, did not, however address the language of Section 4107, or even mention the Act.

As outlined above, the substitution of Skutley is governed by the language of section 4107 (a)(1), which provides the subcontract must be "for the **scope** of work specified in the subcontractor's bid and at the **price** specified in the subcontractor's bid, when that written contract, based on the **general terms, conditions, plans and specifications for the project** involved **or** the terms of that **subcontractors written bid . . .**" Section 4107 (a)(1) calls out that the subcontract must contain the price of the subcontractor's bid and the scope from the subcontractor's bid. It then says it must contain the general terms, conditions, plans and specifications for the Project **or** the terms of the subcontractors written bid. It does not mandate that all terms of the subcontractors written bid be included in the subcontract, only the price and scope. Provided the subcontract contains the general terms conditions, plans and specifications for the project, or the terms of the subcontractors written bid. Here the subcontract met the former condition.

Interior Systems, Inc. v. Del E. Webb Corp. (1981) 121 Cal.App.3d 312, 317, which is relied upon by Skutley, supports the above conclusion. In *Del E. Webb*, a general contractor listed defendant as a subcontractor in its bid to the public agency. The subcontractor's bid contained various exclusions. After the general contractor was awarded the project it provided a written contract to the subcontractor, which did not include the exclusions contained in the subcontractor's bid. (*Id.* at p. 314.) The subcontractor refused to sign and therefore the general requested that the subcontractor be substituted. In considering the propriety of the substitution the Court of Appeal stated

[T]he content of the pleading discloses a fact on which permission may be given by the administrative authority, i. e. failure to sign a subcontract. **Although not containing the terms of appellant-subcontractor's bid**, the written contract submitted to appellant was 'based upon the general terms, conditions, plans and specifications for the project involved' and which respondent used in its bid on the prime contract. Failure to sign such a contract when tendered is ground on which the public agency may give permission to substitute.

(*Id.* at p. 317 (bold added).)

As the Court found in *Del E Webb* the subcontract presented to Skutley need not include all of Skutley's exclusions from its bid, provided it is "based upon the general terms, conditions, plans and specifications for the project involved". (*Id.* at p. 317.) As outlined above, the Hearing Officer finds that the subcontract presented to Skutley met that criteria and thus Skutley's refusal to sign is a basis for its substitution.

IV. CONCLUSION

After having had a reasonable opportunity to do so, Skutley refused to execute a written subcontract for the scope of work specified in Skutley's bid at the price specified in the Skutley's bid, when that written subcontract was based on the general terms, conditions, plans and specifications for the Project. Therefore, under Public Contract Code section 4107(a), Cambridge is entitled to substitute Skutley as a subcontractor on the Project.

As outlined above, the Hearing Officer had authority to conduct this hearing. However, should either party believe this matter needs to be considered by WPWMA Board of Directors, they can—within five business days of the date of this Ruling—notify the Executive Director of WPWMA at 3013 Fiddymont Road Roseville, CA 95747, and info@wpwma.ca.gov, in writing that they are requesting this matter go before the Board.

Very truly yours,



Joel Blake

ATTORNEYS AT LAW

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August 9, 2023

SENT VIA USPS AND ELECTRONIC MAIL

Ken Grehm
 Executive Director
 Western Placer Waste Management Authority
 3013 Fiddymment Road
 Roseville, CA 95747
info@wpwma.ca.gov

**Re: WPWMA Facility Improvements:
 Skutley Contracting Corporation's Request for Hearing**

Dear Mr. Grehm:

Skutley Contracting Corporation (“SCC”) has previously notified Western Placer Waste Management Authority (“WPWMA”) of its objections to Cambridge Companies, Inc.’s (“Cambridge”) request to substitute SCC from the WPWMA Facility Improvements Project (“Project”), and its objections to the claimed authority of FCC Environmental, Inc. (“FCC”) to rule upon Cambridge’s request. Notwithstanding these objections WPWMA allowed Cambridge’s request to substitute SCC to be decided by FCC, the “Contractor” for performance of the “Agreement for Design-Build Services” for the construction of the Project.

On August 4, 2023, FCC issued its “decision with regard to Cambridge Companies, Inc.’s request to substitute Skutley Contracting Corporation,” stating that either party could request the matter go before the Board. SCC hereby requests a hearing *de novo* before the Board.

For the sake of clarity, SCC confirms that it considers the record to include the following documents:

- June 16, 2023, letter from Matthew J. Weber to SCC.
- June 23, 2023, letter from Stephen McCutcheon to WPWMA and FCC and Declaration of Joe Skutley with attached exhibits.
- July 7, 2023, letter from Matthew J. Weber to Eileen Diepenbrock and Stephen McCutcheon.
- July 13, 2023, letter from Stephen McCutcheon to WPWMA and Matthew Weber.

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- July 14, 2023, letter from Eileen Diepenbrock to Matthew Weber and WPWMA.
- July 18, 2023, letter from Stephen McCutcheon to Matthew Weber and WPWMA and exhibits.
- July 18, 2023, letter from Eileen Diepenbrock to Matthew Weber and WPWMA and J. Barnhorst Declaration and exhibits.
- August 4, 2023, decision by Joel Blake on behalf of FCC.

SCC reserves the right to submit additional documents and testimony to the Board prior to any hearing on Cambridge's request for substitution.

Sincerely,
COOK BROWN, LLP

A handwritten signature in blue ink, appearing to read 'S. McCutcheon, Jr.', with a long horizontal flourish extending to the right.

Stephen R. McCutcheon, Jr.

cc: Matthew J. Weber (FCC) mweber@downeybrand.com
Eileen Diepenbrock (Cambridge) emd@diepenbrock.com