

Napa-Vallejo Waste Management Authority

City of American Canyon
City Council Meeting Chambers
4381 Broadway Street, Ste 201 - American Canyon, CA 94503



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

Agenda

Thursday, June 13, 2024

10:00 AM

4381 Broadway Street, Ste 201 - American Canyon, CA 94503

Napa-Vallejo Waste Management Authority

Leon Garcia, Chair
Robert McConnell, Vice Chair
Mary Luros, Member
Alfredo Pedroza, Member
Anne Cottrell, Alternate Member
David Oro, Alternate Member
Tina Arriola, Alternate Member
Bernie Narvaez, Alternate Member

Chris Celsi, Executive Director
Tracy Schulze, Auditor
Marie Nicholas, Secretary/Clerk
Thomas C. Zeleny, Legal Counsel
Robert Minahen, Treasurer

Members of the public are encouraged to participate in the meeting by submitting written comments electronically to the Executive Director at NVWMA@countyofnapa.org. This email will be monitored during the meeting. Public comments will be accepted until the Chair closes public comment for each item during the meeting. All comments will be distributed to the Board members and included in the records.

**Submit Public Comments Via Email @:
NVWMA@countyofnapa.org**

GENERAL INFORMATION

The Napa-Vallejo Waste Management Authority meets the 2nd Thursday of each month at 10:00 A.M. at 4381 Broadway Street, Suite 201, American Canyon, California 94503. The meeting room is wheelchair accessible. Requests for disability related modifications or accommodations, aids or services may be made no less than 72 hours prior to the meeting date by contacting 707 253-4471.

The Agenda is divided into two sections:

CONSENT ITEMS

These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion.

ADMINISTRATIVE ITEMS

These items include significant policy and administrative actions, and are classified by program areas. Immediately after approval of the CONSENT CALENDAR, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Napa-Vallejo Waste Management Authority which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of, but prior to the meeting, will be available for public inspection, at the time of such distribution, in the office of Auditor Controller, 1195 Third Street, Suite B-10, Napa CA 94559, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or Napa Vallejo Waste Management staff, and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA, please proceed to the rostrum and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

In this time period, anyone who wishes to speak to the Authority Board of Directors regarding any subject over which the Board has jurisdiction, that is not on the agenda, or to request consideration to place an item on a future Board agenda, may do so at this time. Individuals will be limited to a three minute presentation. The Board of Directors will take no action as a result of any item presented at this time.

5. PRESENTATIONS AND COMMENDATIONS
6. APPROVAL OF MINUTES

- A. Approval of Board Minutes for the May 9, 2024 Regular Meeting. [24-907](#)
Attachments: [5-9-24 Minutes.pdf](#)

7. CONSENT ITEMS

- A. REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2025-02 with Harsco Corporation, dba Clean Earth, for operation of the Household Hazardous Waste Collection Facility and for conducting periodic hazardous waste collection events, for the term July 1, 2024 to June 30, 2027 with an annual amount not to exceed \$1,000,000. [24-912](#)

Attachments: [Agreement 2025-02.pdf](#)

- B. Requested Action: Approval to excuse accounts totaling \$1,691.06 for payments owed to the Devlin Road Transfer Station due to the inability to locate or collect the outstanding amounts from a responsible party. [24-981](#)

8. ADMINISTRATIVE ITEMS

- A. 1. Adoption of Resolution No. 2025-01 approving the recommended final Budget for Fiscal Year 2024/2025 (weighted vote required) [24-906](#)

Attachments: [Resolution](#)
[Proposed Expenditures Chart](#)
[Proposed Revenues Chart](#)
[Proposed Budget 2024-2025](#)
[Proposed Budget 2024-2925 \(Detailed\)](#)

- B. Executive Director to report on Authority related activities. [24-908](#)

Approving Authority: Napa-Vallejo Waste Management Authority

9. FACILITIES BUSINESS ITEMS

10. OTHER BUSINESS ITEMS

A. Discussion of any items Board members wish to have addressed at a future meeting date. [24-909](#)

B. Reports of current information relevant to the Authority by the member jurisdictions: [24-910](#)

11. CLOSED SESSION

12. ADJOURNMENT

The next regularly scheduled meeting of the Authority Board of Directors will be held on July 11, 2024.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 6/13/2024

File ID #: 24-907

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of Board Minutes for the May 9, 2024 Regular Meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Please refer to the attached May 9, 2024 Minutes.

services to support design and construction of the C&D Building at the Devlin Road Transfer Station, Project #17810 in an amount not to exceed \$2,220,000.

8. ADMINISTRATIVE ITEMS

- A. STUDY SESSION: Staff to present draft FY 24/25 budget for discussion.
- B. Executive Director to report on Authority related activities.
- C. Authorize the Executive Director to exercise a one-year extension to the Agreement with Northern Recycling Waste Management Services (NROWS) for operation of the Devlin Road Transfer Station.

Item 8A to 8C: Approved as submitted ML-AP

9. FACILITIES BUSINESS ITEMS - NONE

10. OTHER BUSINESS ITEMS

A. FUTURE AGENDA ITEMS

B. REPORTS FROM JURISDICTIONS

DISCUSSION ITEM: Reports of current information relevant to the Authority by the member jurisdictions:

- i. Vallejo: - No Report
- ii. Napa City: - Kevin Miller reported for the City
- iii. Napa County: - No Report
- iv. American Canyon: - Chair Garcia reported for the City

Item 10B Reports only – No Taken Action

11. CLOSED SESSION

12. ADJOURNMENT

The Meeting adjourned at 10:30 A.M. The next meeting of the Authority Board of Directors will be a Regular Meeting to be held on June 13, 2024.

ATTEST: Marie Nicholas
Marie Nicholas, NVWMA Secretary

KEY

Vote: RM=Robert McConnell, AP=Alfredo Pedroza, LG=Leon Garcia, ML=Mary Luros
The maker of the motion and second are reflected respectively in the order of the recorded vote.
Notations next to vote: N = No; X = Excused; A = Abstain; B = Absent



Napa-Vallejo Waste Management Authority Board Agenda Letter

Napa-Vallejo Waste Management Authority Agenda Date: 6/13/2024

File ID #: 24-912

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Agreement 2025-02 with Harsco Corporation, dba Clean Earth

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2025-02 with Harsco Corporation, dba Clean Earth, for operation of the Household Hazardous Waste Collection Facility and for conducting periodic hazardous waste collection events, for the term July 1, 2024 to June 30, 2027 with an annual amount not to exceed \$1,000,000.

EXECUTIVE SUMMARY

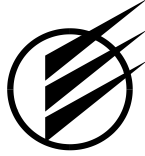
The Authority's Agreement 2025-02 with Clean Earth is for operation of the Permanent Household Hazardous Waste Collection Facility at the Devlin Road Transfer Station. It is a three (3) year agreement commencing July1, 2024 and ending June 30, 2027. Overall program costs depend on the total amount of materials received at the facility and periodic hazardous waste collection events staged during the year, but it is anticipated these costs will not exceed \$1,000,000 in any year of the agreement. The Authority shall have the sole option to extend the agreement for two additional one-year terms with all the same conditions including compensation.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? Yes
Is it Mandatory or Discretionary? Mandatory
Is the general fund affected? Yes
Future fiscal impact: None
Consequences if not approved: Potential non-compliance with regulatory requirements.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2025-02

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 13th day of June, 2024, (“Agreement”) by and between the NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY, a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq, hereinafter referred to as “AUTHORITY,” and CLEAN EARTH ENVIRONMENTAL SOLUTIONS, with an office located at 11855 White Rock Road, Rancho Cordova, CA 95742, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, AUTHORITY desires to obtain specialized services for the operation of a Household Hazardous Waste Collection Facility (“Facility”) for the handling and processing of household hazardous waste and hazardous waste generated by very small quantity generators; and

WHEREAS, on April 30, 2024, CONTRACTOR submitted the highest ranked proposal in response to AUTHORITY’S Request for Proposals to operate the Facility issued on March 19, 2024 (“RFP”); and

WHEREAS, CONTRACTOR is willing to provide such specialized services to AUTHORITY under the terms and conditions set forth herein;

NOW, THEREFORE, AUTHORITY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve AUTHORITY in accordance with the terms and conditions set forth herein:

TERMS

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2024 (“Effective Date”) and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the

Agreement, and the obligations of CONTRACTOR to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), 21 (Access to Records/Retention) and 24 (Standard of Care). AUTHORITY shall have the sole option to extend the agreement for two additional one-year terms with all of the same conditions including compensation. Should AUTHORITY desire to exercise its extension option, AUTHORITY shall give CONTRACTOR written notice of its desire to exercise the option(s) no later than thirty (30) days prior to the expiration of this Agreement.

2. **Scope of Services.** CONTRACTOR shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and hereby incorporated by reference ("Scope of Services"), in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals issued by AUTHORITY, and CONTRACTOR's proposal.

3. **Compensation.** AUTHORITY shall pay CONTRACTOR for satisfactory performance of the Scope of Services, as follows:

(a) **Rates.** AUTHORITY shall pay CONTRACTOR at the rates set forth in Exhibit "B," ("Rate Proposal") attached hereto and hereby incorporated by reference.

(b) **Rate Adjustments.** After the first contract year, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONTRACTOR's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONTRACTOR's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONTRACTOR, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. CONTRACTOR must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. AUTHORITY may only approve CONTRACTOR's request in writing. This paragraph does not apply where compensation is based on fixed prices or lump sums.

(c) **Expenses.** No travel or other expenses will be reimbursed by AUTHORITY except as specified in Exhibit "B."

(d) **Maximum Amount.** Notwithstanding subparagraphs (a), (b), and (c), the maximum payments under this Agreement shall not exceed a total of One Million Dollars (\$1,000,000.00) per fiscal year for professional services, including all transportation expenses and tax; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon goods and services actually provided and reimbursable expenses actually incurred. A fiscal year begins on July 1 and ends on June 30.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to AUTHORITY of an itemized billing invoice in a form acceptable to the AUTHORITY Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) CONTRACTOR shall submit invoices not more often than monthly to the AUTHORITY Executive Director who, after review and approval as to form and content, shall submit the invoice to the AUTHORITY Auditor no later than fifteen (15) calendar days following receipt.

(c) Legal status. So that AUTHORITY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the AUTHORITY's Board of Directors upon request in a form satisfactory to the AUTHORITY Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, AUTHORITY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that AUTHORITY may monitor the work performed by CONTRACTOR. AUTHORITY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or

phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in paragraph 6.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 6.1 This Agreement.
- 6.2 The Exhibits to this Agreement.
- 6.3 The RFP issued by AUTHORITY.
- 6.4 CONTRACTOR's proposal.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide AUTHORITY with certification of all such coverages upon request by AUTHORITY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Hazardous Transportation Pollution Liability Insurance. If CONTRACTOR will be transporting any hazardous waste under this Agreement, CONTRACTOR shall procure hazardous transportation pollution liability insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by CONTRACTOR or any subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year. Occurrence based policies shall be procured before the Scope of Services commences. Claims Made policies shall be procured before the Scope of Services commences, shall be maintained for the duration of this Agreement, and shall include a 12-month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall

continue to be maintained for 12 months after the completion of the Scope of Services under this Agreement without advancing the retroactive date.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of AUTHORITY's Risk Manager, demonstrated by other evidence of coverage acceptable to AUTHORITY's Risk Manager, which shall be filed by CONTRACTOR with the AUTHORITY's secretary prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its AUTHORITY number or title and department; shall be kept current during the term of this Agreement; shall provide that AUTHORITY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph 7(b)(1), the hazardous transportation pollution liability insurance referenced in subparagraph 7(b)(2), and for the comprehensive automobile liability insurance coverage referenced in subparagraph 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming AUTHORITY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of AUTHORITY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to AUTHORITY with respect to any insurance or self-insurance programs maintained by AUTHORITY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or

CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by AUTHORITY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, AUTHORITY's Risk Manager, which approval shall not be denied unless the AUTHORITY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by AUTHORITY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects AUTHORITY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless AUTHORITY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the active or sole negligence or willful misconduct of AUTHORITY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold AUTHORITY and its officers, agents and employees

harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The AUTHORITY Executive Director or designee is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of AUTHORITY for cause.

10. **Other Termination.** This Agreement may be terminated by AUTHORITY for any reason and at any time by giving prior written notice of such termination to CONTRACTOR specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by AUTHORITY unless an opportunity for consultation is provided prior to the effective date of the termination. AUTHORITY hereby authorizes the AUTHORITY's Executive Director to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of AUTHORITY for the convenience of AUTHORITY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to AUTHORITY, AUTHORITY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains AUTHORITY data on those portions of digital software hosted by CONTRACTOR and not controlled by AUTHORITY ("AUTHORITY data"), CONTRACTOR shall promptly return AUTHORITY data to AUTHORITY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge AUTHORITY data from CONTRACTOR's systems upon confirmation from AUTHORITY that the copy of the data provided to AUTHORITY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of AUTHORITY, the property of and shall be promptly returned to AUTHORITY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only AUTHORITY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or

entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that AUTHORITY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which AUTHORITY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to AUTHORITY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by AUTHORITY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to AUTHORITY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to AUTHORITY for damages sustained by AUTHORITY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and AUTHORITY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to AUTHORITY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY

Napa-Vallejo Waste Management Authority
1195 Third St., Suite 210
Napa, CA 94558

CONTRACTOR

Paul Bettencourt, Regional Acct Manager
Clean Earth Environmental Solutions
11855 White Rock Road
Rancho Cordova, CA 95742

14. **Compliance with AUTHORITY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this

Agreement, which would interfere with compliance or induce violation of these policies by AUTHORITY employees or contractors.

- (a) Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy” which is found in the Napa County Policy Manual Part I, Section 8D..
- (b) Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K..
- (c) Napa County “Drug and Alcohol Policy” which is found in the Napa County Policy Manual Part I, Section 37O.
- (d) Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to AUTHORITY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of AUTHORITY, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to AUTHORITY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by AUTHORITY.

16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of AUTHORITY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for AUTHORITY to withhold its consent to assignment. For purposes of this subparagraph, the consent of AUTHORITY may be given by the AUTHORITY Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of AUTHORITY by the State of California pursuant to agreement between AUTHORITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-

hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to AUTHORITY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold AUTHORITY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that AUTHORITY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish AUTHORITY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** AUTHORITY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least five (5) years after AUTHORITY makes final payment for any of the work authorized hereunder, or until all pending matters related to the subject of the services are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and AUTHORITY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to AUTHORITY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as AUTHORITY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of AUTHORITY relating to this Agreement.

CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, AUTHORITY may terminate this Agreement immediately upon giving written notice without further obligation by AUTHORITY to CONTRACTOR under this Agreement.

(b) **Statements of Economic Interest.** CONTRACTOR acknowledges and understands that AUTHORITY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By executing this Agreement, the AUTHORITY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Standard of Care.** CONTRACTOR warrants to AUTHORITY that all services provided under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the services called for under this Agreement using the degree of care and skill ordinarily exercised by reputable providers of such services. CONTRACTOR shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by AUTHORITY within one year after completion of the services, unless a longer period is specified by the Contract Documents

25. **Force Majeure.** In the event either party’s performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by the Napa-Vallejo Waste Management Authority, acting by and through its Chair of the Board of Directors, and by the Contractor through its duly authorized officer(s).

CLEAN EARTH ENVIRONMENTAL SOLUTIONS

By: _____
MELINDA RATH, Senior Vice President

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
LEON GARCIA, Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>May 22, 2024</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
---	---	---

**EXHIBIT “A”
SCOPE OF SERVICES**

CONTRACTOR shall perform the scope of services described in AUTHORITY’s Request for Proposals dated March 19, 2024, in the manner described in CONTRACTOR’s Proposal dated April 30, 2024, both hereby incorporated by reference. Any conflicts between the contract documents shall be resolved in accordance with Paragraph 6 of the Agreement.

**EXHIBIT “B”
RATE PROPOSAL**

AUTHORITY shall pay CONTRACTOR for performance of the Scope of Services in accordance with rates and charges set forth in CONTRACTOR’s Cost Proposal dated April 30, 2024, hereby incorporated by reference, subject to adjustments in accordance with Paragraph 3 of the Agreement.



Napa-Vallejo Waste Management Authority Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 6/13/2024

File ID #: 24-981

TO: Napa-Vallejo Waste Management Authority
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Uncollectible Accounts

RECOMMENDATION

Requested Action: Approval to excuse accounts totaling \$1,691.06 for payments owed to the Devlin Road Transfer Station due to the inability to locate or collect the outstanding amounts from a responsible party.

EXECUTIVE SUMMARY

All possible attempts to collect these outstanding invoices have been used with no success. Central Collections is recommending excusing these expenses as uncollectible and making no further attempts to collect. Ultimately, the responsibility for payment rests with Northern Recycling Operations and Waste Services, LLC. They too have attempted to collect these monies from the accounts without success.

The following accounts have been determined to be uncollectible:

Account 501

Blue Cord Demolition	\$678.50
Service Masters Cleaning	\$1,012.56

Account 501 Total - \$1,691.06

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	8100-8100020
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	We anticipated collection of these monies
Is the general fund affected?	Yes
Future fiscal impact:	The amount should not have a significant impact on current or future budgets.
Consequences if not approved:	May impact workload of Central Collections and ability to collect from other non-paying customers

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa-Vallejo Waste Management Authority Board Agenda Letter

Napa-Vallejo Waste Management Authority Agenda Date: 6/13/2024

File ID #: 24-906

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Public Hearing Recommended 2024-2025 Fiscal Year Budget

RECOMMENDATION

10:00 A.M. PUBLIC HEARING - RECOMMENDED FISCAL YEAR 2024-2025 BUDGET

1. Adoption of Resolution No. 2025-01 approving the recommended final Budget for Fiscal Year 2024/2025 (weighted vote required)

EXECUTIVE SUMMARY

The Executive Director and Auditor-Controller are submitting for adoption a recommended final budget for FY 2024-2025. This item has been advertised and noticed for a public hearing. At the conclusion of the public hearing, adoption of Resolution No. 2025-01 approving of the FY2024-2025 Budget is requested.

PROCEDURAL REQUIREMENTS

- 1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion and vote on item

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? No
Where is it budgeted? This is the proposed operating budget for Fiscal Year 2024/2025. Adoption of a budget is required to continue operations of the Authority in the coming fiscal year.
Is it Mandatory or Discretionary? Mandatory
Is the general fund affected? Yes

Future fiscal impact: The budget covers only one fiscal year, however, decisions made in this fiscal year will impact the Authority’s financial stability in the future.

Consequences if not approved: Expenditures cannot be made.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

FY 2023-2024

Operating Budget

The Authority's FY 23-24 budget was based on an estimated waste flow to the Devlin Road Transfer Station (DRTS) of 263,000 tons per year. Actual tonnage to date has been higher than budgeted and is expected to be closer to 271,000 tons by the end of the fiscal year. Increases in incoming tonnage produce corresponding increases in both revenue and operating expenses. We are expected to see a surplus of \$3.3 million net from Operations.

Total revenue for the fiscal year is expected to be approximately \$23.4 million, which includes the sale of the 2.8 acres to the City of Napa in December 2023. If we excluded these proceeds, our revenues would have been closer to \$21.7 million. We are expecting to see approximately \$600,000 in additional tonnage revenue. However, because of higher tonnage and other increases of inter-departmental charges, we will experience higher transfer station, disposal and administration costs of approximately \$1 million.

Capital Budget

The capital budget for FY 23-24 also included funds for additional predesign and permitting work for the proposed upgrades to C&D facility at the transfer station, and for making improvements to the ACSL Leachate Line. The ACSL Leachate Line will be completed in Fiscal Year 24-25. Costs for both projects were primarily due to unavoidable delays related to retirements of consultants and the transition of new consultants getting up to speed with both the C&D and Leachate Line projects.

Net Revenue and Reserves

Net revenue, which was budgeted at \$1.7 million will be exceeded by approximately \$1.6 million (\$3.3 million) due mainly to the sale of the property. End of year cash reserves million are expected to be about \$24.6 million.

FY 2024-2025**Operating Budget**

The proposed Operating budget of \$21.2 million is based on a projected waste flow of 276,000 tons to the DRTS and total anticipated revenue of about \$23.6 million. Transfer Station Operations (\$11.3 million) and Disposal (\$7.4 million) budgets reflect inflationary increases in contracted unit costs for services from Authority service providers.

Revenue projections for FY 24-25 are based on the previously approved rate increase of \$1.00 per ton for both franchise and non-franchise waste customers. These rates will go into effect on July 1, 2024 for non-franchise customers, and on October 1, 2024 for franchise customers. After the rate adjustments, rates will be \$73 per ton for franchise haulers, \$77 per ton for non-franchise waste, and \$44 for minimum loads. We are forecasting \$2.4 million net from Operations, and a year-end cash balance of \$16.6 million which is about \$8 million less than year-end 23-24. This is mainly due to the starting of the C&D facility construction.

Capital Budget

The \$10.4 million Capital Budget includes work on the final design, bid and construction start of the C&D processing facility at the transfer station, and improvements to the leachate line system for our closed American Canyon Sanitary Landfill. We are hoping to get favorable responses from qualified building contractors to construct the proposed C & D facility at the Devlin Road Transfer Station.

Reserves

The Authority Board adopted Operating Reserve and Capital Replacement Reserve policies in 2011 and updated the Operating Reserve Policy in 2017. The Capital Reserve policy was updated in 2015 and 2019.

Operating Reserve

The Authority's Operating Reserve Policy requires maintaining an operating reserve no less than 1/6 of annual operating expenses and no more than 1/4 of annual expenses. The recommended Operating Reserve allocation of \$3.5 million is consistent with this policy.

Capital Replacement Reserve

The Capital Replacement Reserve establishes a minimum reserve of \$1.0 million and a maximum of \$20.0 million, provided surplus funds are available after funding the Operating Reserve. The recommended allocation to the Capital Reserve for FY 24-25 is \$13.1 million.

Recommendation

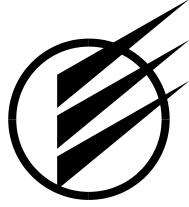
1. Approve the Recommended FY 24-25 Budget.
2. Adopt Resolution No. 2025-01 which sets forth the financing requirements for the Operating and Capital Improvement Programs for Fiscal Year 2024-2025, as follows:

Fund 8100 81000 - Operations

\$21,185,672

Fund 8100 81010 - Capital Improvement

\$10,440,000



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY**

RESOLUTION NO. 2025-01

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
ADOPTING THE FINAL BUDGET FOR THE AUTHORITY
FOR FISCAL YEAR 2024-2025**

WHEREAS, in accordance with California Government Code Sections 29000 through 29093, the Board of Directors of the Napa-Vallejo Waste Management Authority (“Authority”) must adopt a budget each fiscal year; and

WHEREAS, according to section 7.2 of the Authority’s Joint Powers Agreement, the Board shall adopt the final budget no later than June 30 of each year; and

WHEREAS, the recommended final budget of the Authority for the fiscal year 2024-2025 has been prepared and made available to members of the public at least ten days before the public hearing on the recommended budget; and

WHEREAS, a public hearing was held by the Authority to consider and discuss the recommended final budget as designated in the published notice pursuant to Government Code section 29064(c), the Authority has declared the hearings concluded and it is now the time to adopt the final budget for the Authority for the fiscal year 2024-2025;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors, that the recommended final budget, attached as Exhibit A and hereby incorporated by reference, including those changes adopted by the Authority during the budget hearings, is hereby adopted as the final budget of the Authority for the fiscal year 2024-2025, including the approved appropriations by general class, fixed assets, and reserves by funds and purpose, and the documents, which by reference show in detail the approved appropriations, revenues and other methods of financing in the budget as finally determined, are hereby approved and incorporated by reference herein.

BE IT FURTHER RESOLVED that the financing requirements for fiscal year 2024-2025 are as follows:

Fund 8100/81000	Napa Vallejo Waste Management	\$ 21,185,672
------------------------	--------------------------------------	----------------------

Fund 8100/81010	Napa Vallejo Waste Management Authority - Capital Improvement	\$ 10,440,000
	TOTAL	\$31,625,672

BE IT FURTHER RESOLVED that any fixed asset(s) not authorized by the Board of Directors during the Final Budget hearing process will be presented to the Authority for approval; and

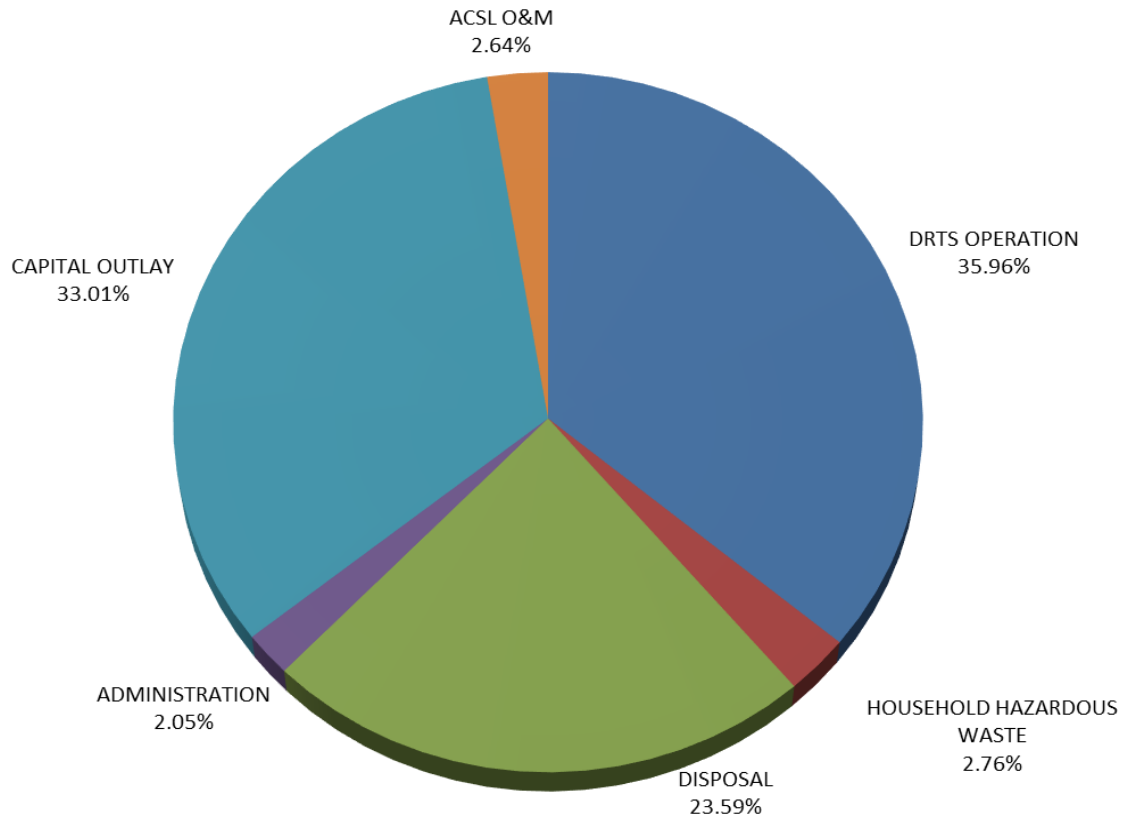
BE IT FURTHER RESOLVED that, pursuant to California Government Code Section 29093, a copy of the adopted budget for fiscal year 2024-2025 shall be filed with the Secretary of the Authority and the State Controller as required by law.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa-Vallejo Waste Management Authority at a regular meeting held on the 13th day of June 2024, by the following vote:

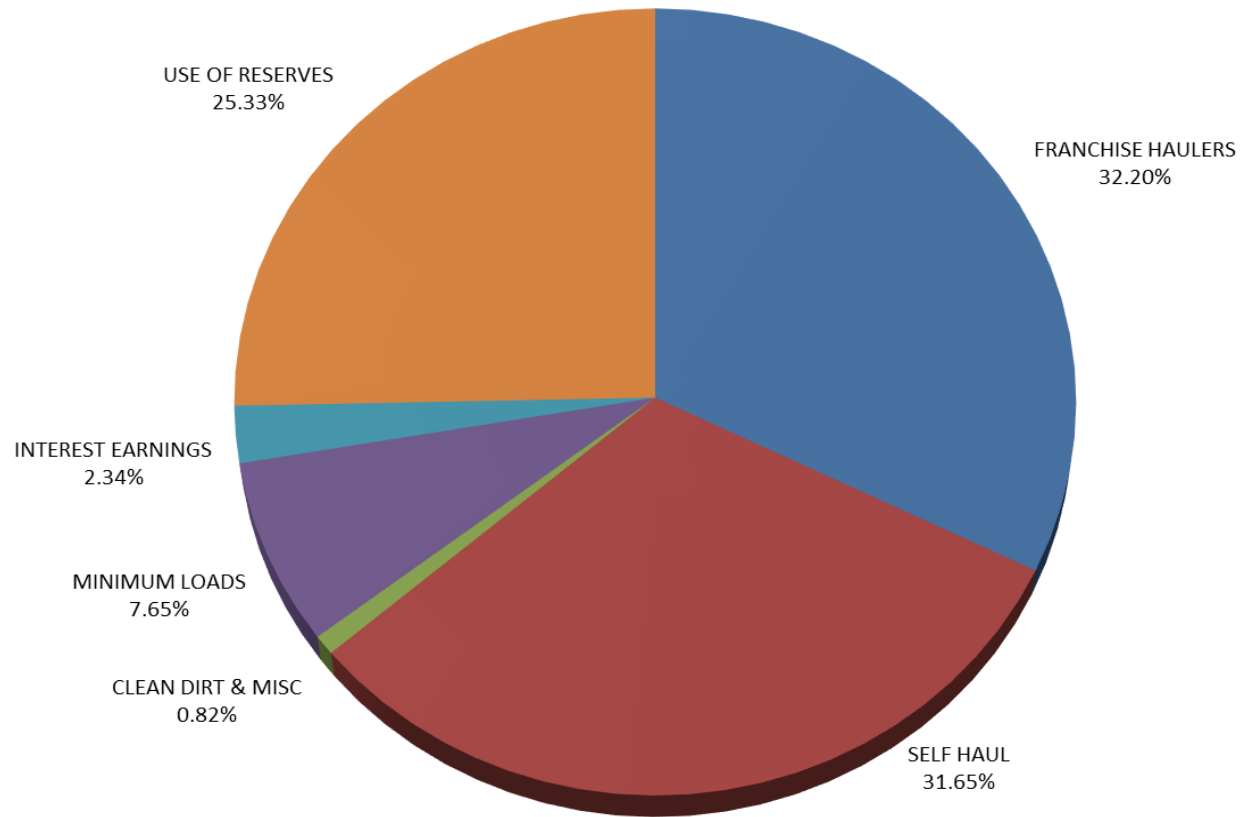
AYES:	DIRECTORS	
NOES:	DIRECTORS	
ABSTAIN:	DIRECTORS	
ABSENT:	DIRECTORS	

<p style="text-align: center;">APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>May 23, 2024</u> PL Doc. No. 114959</p>	<p style="text-align: center;">APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Secretary of the Authority</p>	<p style="text-align: center;">ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
--	--	---

**Fiscal Year 2024-25
Projected Expenditures
\$31,625,672**



**Fiscal Year 2024-25
Projected Revenues
\$31,625,672**



Napa Vallejo Waste Management Authority
FY 2024 - 2025 BUDGET

Budget / Estimated Tons per Year----->
 Calendar Yr 2023 total was 263,000 tons

5/24/2024

	2022-23 Final	2023-24 Estimated Actuals	2024-25 Draft	2025-26 Estimated	2026-27 Estimated	2027-28 Estimated
10 Total Revenue	\$ 21,534,621	\$ 23,475,630	23,614,162	\$ 24,288,017	\$ 24,520,989	\$ 25,528,053
11 Operating Expenditures						
12 Administration Total	\$ 535,397	\$ 602,112	\$ 647,384	\$ 663,050	\$ 683,960	\$ 705,706
13 Landfill Operation Total	\$ 748,174	\$ 796,368	\$ 833,674	\$ 867,021	\$ 903,664	\$ 941,970
14 Transfer Station Total	\$ 9,590,561	\$ 10,723,092	\$ 11,371,157	\$ 12,052,408	\$ 12,774,675	\$ 13,540,434
15 Disposal Total	\$ 7,013,431	\$ 7,197,959	\$ 7,461,463	\$ 7,915,120	\$ 8,396,360	\$ 8,906,858
16 Household Hazardous Waste Total	\$ 647,048	\$ 838,016	\$ 871,994	\$ 906,927	\$ 943,498	\$ 981,579
17 Total Operating Expenditures	\$ 18,534,611	\$ 20,157,547	\$ 21,185,672	\$ 22,404,526	\$ 23,702,156	\$ 25,076,548
18 Net From Operations	\$ 3,000,010	\$ 3,318,084	\$ 2,428,490	\$ 1,883,490	\$ 818,833	\$ 451,506
19 Capital Expenditures						
20 ACSL Leachate Line Improvements	\$ 220,000	\$ 220,000	\$ 300,000	\$ -	\$ -	\$ -
21 DRTS C&D Bldg - 17810	\$ 2,050,000	\$ 750,000	\$ 9,470,000	\$ 24,400,000	\$ -	\$ -
22 Recycled Waterline Project	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
23 Levee Project	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -
24 Devlin Road Transfer Station Roof	\$ -	\$ -	\$ 450,000	\$ -	\$ -	\$ -
25 Future Projects	\$ -	\$ 210,000	\$ 220,000	\$ 210,000	\$ 210,000	\$ 210,000
Total Capital Expenditures	\$ 2,270,000	\$ 2,180,000	\$ 10,440,000	\$ 25,810,000	\$ 210,000	\$ 210,000
27 Total Expenditures	\$ 20,804,611	\$ 22,337,547	\$ 31,625,672	\$ 48,214,526	\$ 23,912,156	\$ 25,286,548
28 Net Surplus (Deficit)	\$ 730,010	\$ 1,138,084	\$ (8,011,510)	\$ (23,926,510)	\$ 608,833	\$ 241,506
29 Total Cash Balance (accrual basis)	\$ 23,500,652	\$ 24,638,736	\$ 16,627,226	\$ (7,299,284)	\$ (6,690,451)	\$ (6,448,945)
30 Allocation to Reserves						
31 Operating Reserve (Policy Min 2 Months - Max 3 months Operating*)	3,500,652	4,638,736	3,530,945	-	-	-
32 Capital Reserve (Policy Min \$1,000,000 - Max \$20,000,00)	20,000,000	20,000,000	13,096,281			
Total Reserves	\$ 23,500,652	\$ 24,638,736	16,627,226	\$ -	\$ -	\$ -

*2024-25 Operating Reserve Minimum = 3,530,945
 *2024-25 Operating Reserve Maximum = 5,296,418

Napa Vallejo Waste Management Authority
FY 2024 - 2025 BUDGET

5/27/2024

Budget / Estimated Tons per Year----->

Calendar Yr 2023 total was 263,000 tons

	270,000	271,000	276,000	281,520	287,150	292,893	
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
	Final	Estimated Actuals	Draft	Estimated	Estimated	Estimated	
Revenue							
1	45100 Interest Revenues	\$ 284,633	\$ 705,020	739,162	\$ 498,817	\$ (218,979)	\$ (200,714)
2	45200 Dividends/rebates	-	-	-	-	-	-
3	46135 Planning/engineering services	-	-	-	-	-	-
4	46260 Hauler Fees	21,229,988	21,040,761	22,855,000	23,769,200	24,719,968	25,708,767
5	47140 Recycling Revenues	-	-	-	-	-	-
6	47900 Miscellaneous Revenues	20,000	20,000	20,000	20,000	20,000	20,000
7	48100 Sale of Capital Assets	-	1,709,850	-	-	-	-
8	49100 Special Items	-	-	-	-	-	-
10	Total Revenue	\$ 21,534,621	\$ 23,475,630	23,614,162	\$ 24,288,017	\$ 24,520,989	\$ 25,528,053
11 Operating Expenditures							
Administration							
51100	Salaries and Benefits	174,397	206,373	214,628	223,213	232,141	241,427
51210	Director/Commissioner Pay	4,800	4,800	4,800	4,800	4,800	4,800
52100	Administration Services	10,000	10,000	10,400	10,000	10,000	10,000
52125	Accounting/Auditing Services	25,000	25,000	26,000	25,000	25,000	25,000
52130	Information Technology Services	15,000	15,000	30,000	30,000	30,000	30,000
52131	Communication Charges	1,200	1,200	2,500	2,500	2,500	2,500
52132	ITS Records Management Services	2,000	3,000	5,500	5,500	5,500	5,500
52140	Legal Services	75,000	78,000	81,120	84,365	87,739	91,249
52490	Other Professional Services	25,000	25,000	26,000	26,000	26,000	26,000
52605	Rents, Leases	3,600	14,400	14,400	14,400	14,400	14,400
52705	Insurance - Premiums	180,000	198,939	206,897	215,172	223,779	232,730
52825	Bank Charges	6,000	6,000	6,240	6,000	6,000	6,000
52830	Publications/Legal Notices	2,500	3,500	5,000	3,500	3,500	3,500
52900	Training/Conference Expenses	7,500	7,500	9,500	9,500	9,500	9,500
52905	Business Travel/Mileage	500	500	1,000	500	500	500
53100	Office Supplies	2,500	2,500	2,600	2,000	2,000	2,000
53120	Memberships/Certifications	400	400	800	600	600	600
12	Administration Total	\$ 535,397	\$ 602,112	\$ 647,384	\$ 663,050	\$ 683,960	\$ 705,706
Landfill Operation							
51100	Salaries and Benefits	84,134	87,499	90,999	94,639	98,425	102,362
52220	Medical/Laboratory Services	24,960	25,958	26,997	28,077	29,200	30,368
52335	Security Services	1,456	1,514	1,575	1,638	1,703	1,771
52381	Sewer Treatment Services	6,240	6,490	6,749	7,019	7,300	7,592
52490	Other Professional Services	416,000	432,640	449,946	467,943	486,661	506,128
52500	Maintenance - Equipment	62,400	64,896	67,492	70,192	72,999	75,919
52525	Maintenance - Infrastructure/Land	26,000	35,000	36,400	37,856	39,370	40,945
52600	Rents and Leases - Equipment	36,400	37,856	39,370	40,945	42,583	44,286
52800	Communications/Telephone	1,560	1,622	1,687	1,755	1,825	1,898
52840	Permits/License Fees	26,000	28,600	31,460	32,718	35,990	39,589

Napa Vallejo Waste Management Authority
FY 2024 - 2025 BUDGET

5/27/2024

Budget / Estimated Tons per Year----->
 Calendar Yr 2023 total was 263,000 tons

		270,000	271,000	276,000	281,520	287,150	292,893
		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
		Final	Estimated Actuals	Draft	Estimated	Estimated	Estimated
53205	Utilities - Electric	8,320	16,900	19,435	20,212	21,021	21,862
53220	Utilities - Water	2,704	3,312	3,445	3,582	3,726	3,875
53250	Fuel	5,200	5,408	7,500	7,800	8,112	8,436
53350	Maintenance Supplies	46,800	48,672	50,619	52,644	54,749	56,939
13	Landfill Operation Total	\$ 748,174	\$ 796,368	\$ 833,674	\$ 867,021	\$ 903,664	\$ 941,970
	Transfer Station Operation						
52110	Central Collections	25,000	38,000	80,000	83,200	86,528	89,989
52125	Accounting/Auditing Services	50,000	52,000	54,080	56,243	58,493	60,833
52145	Engineering Services	50,000	52,000	54,080	56,243	58,493	60,833
52490	Other Professional Services(NROWS)	9,245,561	10,352,292	10,884,837	11,546,635	12,248,671	12,993,390
52500	Maintenance - Equipment	50,000	52,000	54,080	56,243	58,493	60,833
52525	Maintenance - Infrastructure/Land	50,000	52,000	54,080	56,243	58,493	60,833
52840	Permits/License Fees	120,000	124,800	190,000	197,600	205,504	213,724
14	Transfer Station Total	\$ 9,590,561	\$ 10,723,092	\$ 11,371,157	\$ 12,052,408	\$ 12,774,675	\$ 13,540,434
	Disposal						
52490	Other Professional Services (Potrero Hills)	7,013,431	7,197,959	7,461,463	7,915,120	8,396,360	8,906,858
15	Disposal Total	\$ 7,013,431	\$ 7,197,959	\$ 7,461,463	\$ 7,915,120	\$ 8,396,360	\$ 8,906,858
	Household Hazardous Waste						
52335	Security Services	1,248	1,348	1,402	1,458	1,516	1,577
52490	Other Professional Services	625,000	815,000	847,600	881,504	916,764	953,435
52525	Maintenance - Infrastructure/Land	6,000	6,240	6,490	6,749	7,019	7,300
52800	Communications/Telephone	600	700	728	700	700	700
52820	Printing & Binding	2,000	2,000	2,080	2,000	2,000	2,000
52840	Permits/License Fees	2,000	2,200	2,288	2,517	2,768	3,045
53120	Memberships/Certifications	2,000	2,000	2,080	2,000	2,000	2,000
53205	Utilities - Electric	4,200	4,368	5,000	5,500	6,050	6,655
53350	Maintenance Supplies	4,000	4,160	4,326	4,499	4,679	4,867
16	Household Hazardous Waste Total	\$ 647,048	\$ 838,016	\$ 871,994	\$ 906,927	\$ 943,498	\$ 981,579
17	Total Operating Expenditures	\$ 18,534,611	\$ 20,157,547	\$ 21,185,672	\$ 22,404,526	\$ 23,702,156	\$ 25,076,548
18	Net From Operations	\$ 3,000,010	\$ 3,318,084	\$ 2,428,490	\$ 1,883,490	\$ 818,833	\$ 451,506
19	Capital Expenditures						
	<u>ACSL Leachate Line Improvements - 22801</u>						
	52100 Administration Services	-	-	\$ 5,000	-	-	-
	52145 Engineering Services	20,000	20,000	100,000	-	-	-
	52360 Construction Services	200,000	200,000	195,000	-	-	-
20	ACSL Leachate Line Improvements	\$ 220,000	\$ 220,000	\$ 300,000	\$ -	\$ -	\$ -

Napa Vallejo Waste Management Authority
FY 2024 - 2025 BUDGET

Budget / Estimated Tons per Year----->

Calendar Yr 2023 total was 263,000 tons

5/27/2024

	270,000	271,000	276,000	281,520	287,150	292,893
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Final	Estimated Actuals	Draft	Estimated	Estimated	Estimated
<u>DRTS C&D Building - 17810</u>						
52100 Administration Services	-	-	20,000	-	-	-
52360 Construction Services	2,000,000	500,000	1,450,000	400,000	-	-
52145 Engineering Services	50,000	250,000	8,000,000	24,000,000	-	-
21 DRTS C&D Bldg - 17810	\$ 2,050,000	\$ 750,000	\$ 9,470,000	\$ 24,400,000	\$ -	\$ -
<u>Recycled Waterline Project</u>						
52490 Professional Services	-	\$ 100,000	-	-	-	-
55550 Capital Improvements	-	\$ 900,000	-	-	-	-
22 Recycled Waterline Project	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
<u>Levee Project</u>						
52100 Administration Services	\$ -	\$ -	-	-	-	-
55550 Capital Improvements	\$ -	\$ -	-	\$ 1,200,000	-	-
23 Levee Project	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -
<u>Devlin Road Transfer Station Roof</u>						
52100 Administration Services	-	-	\$ 5,000	-	-	-
52145 Engineering Services	-	-	\$ 40,000	-	-	-
55550 Capital Improvements	-	-	\$ 405,000	-	-	-
24 Devlin Road Transfer Station Roof	\$ -	\$ -	\$ 450,000	\$ -	\$ -	\$ -
25 Future Projects	\$ -	\$ 210,000	\$ 220,000	\$ 210,000	\$ 210,000	\$ 210,000
Total Capital Expenditures	\$ 2,270,000	\$ 2,180,000	\$ 10,440,000	\$ 25,810,000	\$ 210,000	\$ 210,000
Bond Interest	-	-	-	-	-	-
Bond Admin Fees	-	-	-	-	-	-
26 Total Debt Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27 Total Expenditures	\$ 20,804,611	\$ 22,337,547	\$ 31,625,672	\$ 48,214,526	\$ 23,912,156	\$ 25,286,548
28 Net Surplus (Deficit)	\$ 730,010	\$ 1,138,084	\$ (8,011,510)	\$ (23,926,510)	\$ 608,833	\$ 241,506
29 Total Cash Balance (accrual basis)	\$ 23,500,652	\$ 24,638,736	\$ 16,627,226	\$ (7,299,284)	\$ (6,690,451)	\$ (6,448,945)
30 Allocation to Reserves						
31 Operating Reserve (Policy Min 2 Months - Max 3 months Operating*)	3,500,652	4,638,736	3,530,945	-	-	-
32 Capital Reserve (Policy Min \$1,000,000 - Max \$20,000,00)	20,000,000	20,000,000	13,096,281			
Total Reserves	\$ 23,500,652	\$ 24,638,736	16,627,226	\$ -	\$ -	\$ -

*2024-25 Operating Reserve Minimum = 3,530,945
*2024-25 Operating Reserve Maximum = 5,296,418



**Napa-Vallejo Waste
Management Authority**
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 6/13/2024

File ID #: 24-908

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Executive Director's Report

RECOMMENDATION

Executive Director to report on Authority related activities.

EXECUTIVE SUMMARY

The Executive Director will report on recent activities relating to the Authority.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Executive Director will report on recent activities concerning the Authority.



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 6/13/2024

File ID #: 24-909

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Future Agenda Items

RECOMMENDATION

Discussion of any items Board members wish to have addressed at a future meeting date.

EXECUTIVE SUMMARY

Discussion of any items Board members wish to have addressed at a future meeting date.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 6/13/2024

File ID #: 24-910

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Reports from Jurisdictions

RECOMMENDATION

Reports of current information relevant to the Authority by the member jurisdictions:

EXECUTIVE SUMMARY

- i. Vallejo: Robert McConnell
- ii. Napa City: Mary Luros
- iii. Napa County: Alfredo Pedroza
- iv. American Canyon: Leon Garcia

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.