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July 28, 2023

Jennifer Auletta
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City of San Leandro
Department of Public Works
14200 Chapman Road
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Via email: jauletta@sanleandro.org

Subject: Proposal to Support the City's Recycling Program During Staff Transition

Jennifer Auletta,

HF&H Consultants, LLC (HF&H) is pleased to provide this proposal to continue providing technical assistance to the City of San Leandro (City) regarding various components of SB 1383 and Solid Waste Program Management. Primarily, our role will be to supplement City staff by a) taking on duties to ensure the City maintains compliance with state regulations, including SB 1383, and b) supporting the overall operation of solid waste programs and services administered by the City.

In Fiscal Year (FY) 2022/23, HF&H participated in a collaborative partnership with the City's franchised hauler, Alameda County Industries (ACI), to support the City in reaching full compliance with AB 341 and AB 1826. These efforts included coordinating site visits and technical assistance to non-compliant entities, assisting the City in navigating CalRecycle's enforcement process, and ongoing coordination with ACI. Additionally, HF&H is actively supporting the City with planning and implementing a procurement process for collection and post-collection solid waste, recycling, and organics services. Our history with the City will allow HF&H to provide coordinated and efficient support to the City during their upcoming staffing transition.

This proposal includes work to be performed during FY 2023/24. During that time, HF&H will build from our current work with the City to further develop and implement the City's SB 1383 regulatory compliance plan for FY 2023/24, support ongoing management of solid waste programming, and maintain flexibility to support the City in addressing issues as they arise. The below tasks represent a sample of the scope of work HF&H may undertake as part of this engagement. We will work closely with City staff to develop the specific details of any task, as needed, prior to beginning the work. We appreciate the strong working relationship that the City and HF&H have developed over the years and look forward to providing further assistance in these important areas.

Jennifer Auletta
July 28, 2023
Page 2 of 3

Scope of Work

Based on our discussion with the City, HF&H proposes the following focus areas for our scope of work. We understand hours spent within each focus area may vary week to week and that this may not cover the full scope of activities for which the City requires support under this contract. HF&H staff will coordinate with City staff to prioritize tasks on an ongoing basis, with a focus on keeping the City in regulatory compliance with SB 1383 and other applicable laws. These tasks are outlined in Tasks 1 and 2 below. HF&H will meet with staff regularly to identify other tasks the City wishes HF&H to support and to discuss how to prioritize and allocate hours between all tasks. We have estimated an average of 60 hours per month to maintain a level of flexibility for the City and to address the scope of work described below.

Task 1 Regulatory Compliance

- Keep the City apprised of potential impacts from relevant regulatory changes and informed of necessary actions to maintain compliance
- Coordinate with the City's hauler and other relevant parties such as the County Department of Environmental Health to maintain ongoing compliance with SB 1383
- Act as liaison with CalRecycle on SB 1383 matters
- Support the City with tracking paper procurement and developing processes to maintain ongoing compliance with SB 1383
- Assist the City in developing a system for tracking and recording data required for the SB 1383 Implementation Record

Task 2 Recyclist Support

- Assist the City in developing processes and practices to incorporate all relevant SB 1383 and solid waste/recycling records into Recyclist including, but not limited to:
 - Procurement data
 - Information reported from StopWaste
 - Alameda County Department of Environmental Health records
 - Hauler outreach activities

Task 3 Staff Operations

- Review waste diversion plans and reports and maintain Green Halo database
- Review trash enclosure plans for compliance and provide approvals or changes to permittees; provide approvals in Accela
- Collaborate with ACI to implement a multi-family education campaign and provide technical assistance as needed; coordinate with third-party design firm to develop educational materials

Jennifer Auletta

July 28, 2023

Page 3 of 3

Task 4 StopWaste Partnership

- Attend monthly and quarterly StopWaste meetings
- Attend monthly meetings with ACI and Cascadia
- Collaborate with StopWaste to manage enforcement of the Organics Reduction and Recycling Ordinance and edible food recovery program

Task 5 Project Management and Transitional Support

- Regularly meet with City staff to discuss tasks related to the scope of work, address any changes, and keep the City informed of progress
- Support the transition to a new permanent City staff position

Fee Estimate

HF&H proposes to perform this work on a time-and-materials basis, based on the hourly rates presented in Exhibit A, and with a total not-to-exceed budget of \$80,000. This budget assumes HF&H will provide an average of sixty hours of support to the City per month, or fourteen hours per week, for six months. HF&H proposes to bill the City for actual expenses incurred in the performance of this project, with no mark-up.

If at any point the actual average number of hours for support provided to the City exceeds 14 hours per week, HF&H will meet with the City to determine how to allocate the remaining budget over the remaining months of the contract.

HF&H sincerely appreciates the opportunity to continue assisting the City. We are happy to discuss any requested adjustments to our proposal. If you have any questions or concerns regarding this proposal, please do not hesitate to contact Felisia at (925) 900-0601 or fcastaneda@hfh-consultants.com or Rob at (925) 977-6959 or rchilton@hfh-consultants.com.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Attachment A – Standard Hourly Rates and Billing Arrangements

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ATTACHMENT A: STANDARD HOURLY RATES AND BILLING ARRANGMENTS

(Effective January 1, 2023)¹

Professional Fees

Hourly rates for professional and administrative personnel are as follows:

<u>Position</u>	<u>Rate</u>
Executive	\$300 - \$330
Senior Project Manager	\$285 - \$305
Project Manager	\$245 - \$270
Senior Associate	\$210 - \$230
Associate Analyst	\$175 - \$185
Assistant Analyst	\$150 - \$160
Administrative Staff	\$115 - \$145

Direct Expenses

Standard charges for common direct expenses are as follows:

Automobile Travel	Prevailing IRS mileage rate
Airfare and Public Transit	Actual Cost

Billing Policies

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 5% markup should the subcontractor's services require cumbersome administrative oversight (e.g., multiple subcontractors; engagement turns out to solely require services of subcontractor, but HF&H as the prime must prepare billings).
- Mileage fees are based on the round-trip distance from the point of origin.

¹ Litigation Support and Expert Witness Services are not covered by this schedule of fees and expenses.

ATTACHMENT A: STANDARD HOURLY RATES AND BILLING ARRANGMENTS

- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

Insurance

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability² (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

Invoices and Payment for Services

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

² HF&H Consultants does not own any company automobiles.