Amended North Richmond Waste & Recovery Mitigation Fee 2023/2024 Expenditure Plan

The Waste & Recovery Mitigation Fee was established as a result of the Environmental Impact Report (EIR) certified in July 2004 for the WCCSL Bulk Materials Processing Center (BMPC) and Related Actions (Project). The Project involved new and expanded processing and resource recovery operations on both the incorporated and unincorporated area of the Project site, which the EIR concluded would impact the host community. To mitigate this impact Mitigation Measure 4-5 called for a Mitigation Fee to benefit the host community, described as follows:

> "Mitigation Fee. The facility operator shall pay a Mitigation Fee of an amount to be determined by the applicable permitting authority(ies) ***to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas*****.** The mitigation fee should be subject to the joint-control of the City and County and should be collected on all solid waste and processible materials received at the facility consistent with the existing mitigation fee collected at the Central IRRF."

In July 2004, the City of Richmond and Contra Costa County entered into a Memorandum of Understanding (MOU) agreeing to jointly administer Mitigation Fee monies collected from the BMPC for the benefit of the incorporated and unincorporated North Richmond area. This North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) was formed pursuant to the terms of the MOU for the specific purpose of preparing a recommended Expenditure Plan. This Expenditure Plan provides a means to jointly administer the Mitigation Fee funding for the benefit of the host community, as described in the EIR. The Expenditure Plan is subject to final approval of the Richmond City Council and the Contra Costa County Board of Supervisors.

By approving this Expenditure Plan, the City Council and Board of Supervisors authorize the use of Mitigation Fee funding for only the purposes and in the amounts specified herein. The City and County have each designated their respective staff persons responsible for administering the development and implementation of the approved Expenditure Plan, which includes responsibility for drafting and interpreting Expenditure Plan language. However, the City and County have not delegated to the Committee or to staff the authority to expend funding for purposes not clearly identified in the Expenditure Plan document officially approved by their respective decision-making bodies.

Activities which can be funded in this Expenditure Plan period with the Mitigation Fee amounts specified within this Expenditure Plan are described herein as "Strategies" or "Staff Costs". Strategies are categorized as either "Core Services" or "Supplemental Enhancements". Core Services includes the higher funding priority strategies that most directly address the intended purpose of this City/County approved Mitigation Fee*, "to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"*.

All references to the "Mitigation Fee Primary Funding Area" or "Mitigation Fee Funding Area" pertain to the geographic area shown in the attached map (Attachment 5).

Expenditure Plan Period:	July 1, 2023 - June 30, 2024 *(unless otherwise specified herein)*

BUDGET

The funding allocation amounts included in this document apply to the Expenditure Plan Period specified on the first page unless otherwise specified herein. The total amount of funding allocated in the Expenditure Plan Budget is based on revenue projections provided by the BMPC operator, Republic Service, which are dependent upon multiple variables (e.g. number of tons of recovered materials vs. solid waste, per ton gate rate charged and amount of CPI-adjusted per ton Mitigation Fee). Actual Mitigation Fee revenue may deviate from revenue projections provided by Republic and used to prepare this Budget. A "Contingency" line item is included in the Budget to help accommodate variations between projected and actual revenue. Excess funding allocated to strategies and not expended by the end of each Expenditure Plan period is treated as "roll-over" funding for reallocation in a subsequent Expenditure Plan period.

The Budget includes some line items that are based on fixed costs, however there are other line items which are scalable and/or dependent on utilization thereby providing flexibility to reallocate amounts if and when a significant need is identified. Allocated funding may remain unspent due to under-utilization of a particular program. If the amount allocated to a particular line item is determined to exceed needs based upon usage, the remaining funding can only be reallocated by officially amending the Expenditure Plan. This Expenditure Plan may only be adjusted upon official action taken by both the City and County. Although there has been some interest in allowing flexibility for staff to adjust funding allocations under specific circumstances, the authority to approve or modify the Expenditure Plan rests solely with the City Council and Board of Supervisors.

Annual fiscal year Expenditure Plan cycle is expected to reduce margin of error of Mitigation Fee revenue projections, streamline financial reconciliation/budgeting process and minimize need to amend Expenditure Plans mid-cycle. Amending Expenditure Plans involve administrative burden and costs due to the joint approval needed from both the Richmond City Council and County Board of Supervisors. In order to minimize the amount of funding needed to cover staff costs incurred to amend the Expenditure Plan, staff will only recommend changes to the Expenditure Plan when necessary to address a significant or time-sensitive need.

BUDGET TABLE

	#	Expenditure Plan (EP) Strategy	Amended Budget Allocations for 2023/2024
Core Services	1	Bulky Item Pick-ups & Disposal Vouchers	$ 2,000.00
	2	Neighborhood Clean-ups	$ 35,000.00
	3	Prevention Services Coordinator	$ 50,726.75
	4.A.	City/County Right-of-Way Pick-ups & Tagging Abatement	$ 60,000.00
	4.B.	City/County Right-of-Way Pick-ups	$ 20,000.00
	5	Code Enforcement Staff - County	$ 91,850.60
	6	Illegal Dumping Law Enforcement	$ 175,814.30
	7	Surveillance Cameras	$ -
	8	Code Enforcement Staff - City	$ 26,666.67
Supplemental Enhancements	9	Community Services Coordinator	$ 90,909.09
	10	Community Clean-Up Projects (See Attachment 2)	$ 87,000.00
	11	North Richmond Green Community Service Programs	$ 16,042.00
	12	North Richmond Green Campaign	$ 14,500.00
	13	Garden Projects (See Attachment 4)	$ 48,179.79
	14	Mobile Tool Lending Library	$ 35,540.00
		Contingency *(10% of Projected Revenue)*	$ 74,972.00
Subtotal (without Committee Staffing)			$ 829,201.20
	X	Committee Administration/Staffing	$ 90,000.00
Total Projected Revenue in 2023/2024 (July 1, 2023 thru June 30, 2024)			$ 749,727.00
Roll-over Funding from Prior EP Cycle(s)			$ 169,474.20
Total 2023/2024 Expenditure Plan Budget			$ 919,201.20

DESCRIPTION OF STRATEGIES RECOMMENDED FOR FUNDING

Funding allocation amounts for each strategy are specified in the Budget table on page 3. The following Strategies describe the activities allowed to be funded with the amounts allocated to each in the Budget (associated allowable agency staff costs are described in the Staff Costs section). Strategies are grouped based on relative funding priority levels and the "Core Services" category contains higher priority Strategies than the "Supplemental Enhancements" category. Higher funding priority Strategies are those which best address the Fee's intended purpose, ***"to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"***).

Level 1 Priority - PRIMARY CORE SERVICES STRATEGIES

- 1 - Bulky Item Pick-ups & Disposal Vouchers
- 2 - Neighborhood Clean-ups
- 4.A. - City/County Right-of-Way Pick-ups & Tagging Abatement
- 4.B. - City/County Right-of-Way Pick-ups
- 5 - Code Enforcement Staff – County
- 6 – Illegal Dumping Law Enforcement
- 8 – Code Enforcement Staff – City

Level 2 Priority - SECONDARY CORE SERVICES STRATEGIES

- 3 - Prevention Services Coordinator
- 7 - Surveillance Cameras

Level 3 Priority - PRIMARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 9 - Community Services Coordinator
- 10 - Community Clean-up Projects
- 11 - North Richmond Green Community Services Programs
- 12 - North Richmond Green Campaign
- 13 - Garden Projects
- 14 - Mobile Tool Lending Library

CORE SERVICES

1. Bulky Item Pick-ups & Disposal Vouchers

Provide residents in the Mitigation Fee Primary Funding Area, who prove eligibility consistent with City/County procedures, with the option of choosing to:

- Request up to one on-call pick-up service per household per calendar year for bulky items that are not accepted in the current on-call clean-ups through Richmond Sanitary Service (RSS), only available to those with an active account with RSS; or
- Request up to twenty four $5 vouchers per household for disposal at Republic's transfer station on Parr Blvd. per calendar year (vouchers expire

after six months, Mitigation Fees only pay for vouchers that are actually redeemed).

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity(ies):

Community Housing Development Corporation *(processes requests and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Republic Services - Golden Bear Transfer Station & Richmond Sanitary Service *(reimbursed for Disposal Vouchers redeemed and Bulky Item Pick-ups provided)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC and Republic Services shall provide required data pertinent to Strategy 1 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

2. Neighborhood Clean-ups

Provide at least one neighborhood and/or creek clean-up event in the Mitigation Fee Funding Area; additional clean-up event may be scheduled as funding allows.
[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity(ies):

City Manager's Office *(coordinates scheduling of clean-up dates and associated arrangements in conjunction with partner entities)*

Republic Services - Richmond Sanitary Service *(reimbursed for providing/servicing clean-up boxes and disposing of debris placed in clean-up boxes)*

Reporting/Payment Requirements: Effective July 1, 2012, the City Manager's Office and Republic Services shall provide required data pertinent to Strategy 2 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

3. Prevention Services Coordinator

Fund at least a portion of a Prevention Services Coordinator (PSC) position (including salary/benefits/overhead and administering agency contracting charge[1]) on a contract basis to assist the City and County in implementing Strategy 1 as the point of contact for community members interested in claiming Disposal Vouchers or Bulky-Item Pick ups. Assist community members interested in reporting illegal dumping and seeking referral/resources. Track and report data related to illegally dumped waste collected by Republic Services Hot Spot Crew and handle

[1] Administering agency contracting charge applies ($3,000 per contract)

associated referrals to applicable public agencies, including right-of-way referrals for Strategy 4. The PSC may also assist City and County with administering funding allocated to selected non-profit organizations under Strategies 10 and 13.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC) *(reimbursed actual cost for part-time position that issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC shall provide required data pertinent to Strategy 1 and Strategy 3 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

4.A. City/County Right-of-Way Pick-ups & Tagging Abatement

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping and tagging abatement in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity: Richmond Public Works Department's Abatement Division

Reporting/Payment Requirements: Effective July 1, 2012, the Richmond Public Works Department's Abatement Division shall provide required data pertinent to Strategy 4.A. based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

4.B. City/County Right-of-Way Pick-ups

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Republic Services

Reporting/Payment Requirements: Effective July 1, 2022, Contra Costa County's Department of Public Works shall provide required data pertinent to Strategy 4.B. based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

5. Code Enforcement Staff - County

Fund at least a portion of County code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/ abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the unincorporated Mitigation Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: County Department of Conservation & Development's Building Inspection Division

Reporting/Payment Requirements: Effective July 1, 2012, the County Department of Conservation & Development's Building Inspection Division shall provide required data pertinent to Strategy 5 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

6. Illegal Dumping Law Enforcement

Fund majority of a full-time Sheriff Deputy (between approximately 90-100% of salary/benefits, overtime, uniform and related cell phone, equipment, and vehicle costs) to assist with law enforcement investigations and patrols to combat illegal dumping within the Mitigation Fee Primary Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects.
[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: County Sheriff's Office

Reporting/Payment Requirements: Effective July 1, 2012, the County Sheriff's Office shall provide required data pertinent to this Strategy based upon the

strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

7. Surveillance Cameras

Fund the cost of cameras, camera infrastructure, camera signage and costs related to monitoring, maintenance, warranty, repair & relocation of surveillance camera system equipment within the Mitigation Fee Primary Funding Area. Cameras will be used to assist the dedicated Illegal Dumping Law Enforcement officer prevent dumping in targeting specific locations where illegal dumping occurs most regularly.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity(ies):

Richmond Police Department *(operate, move and maintain eight Pan-Tilt-Zoom wireless video surveillance cameras and associated camera system infrastructure throughout NR -AND- install/clean/move FlashCam cameras located within the incorporated NR area if funding is available)*

County Sheriff's Department *(coordinate monitoring of FlashCams or other camera systems located throughout NR and identify/request relocation of surveillance cameras throughout NR as needed)*

County Public Works Department (*install/clean/move FlashCam or other camera systems cameras located within the unincorporated NR area upon request if funding is available)*

Reporting/Payment Requirements: Effective July 1, 2012, each Implementing Entity shall provide required data pertinent to each entity's applicable Strategy 7 responsibilities based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers) now or in the future.

8. Code Enforcement Staff - City

Fund at least a portion of City code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/ abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the incorporated Mitigation Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity: City Department of Infrastructure Maintenance & Operations

Reporting/Payment Requirements: Effective July 1, 2020, the City Department of Infrastructure Maintenance & Operations shall provide required data pertinent to Strategy 8 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

SUPPLEMENTAL ENHANCEMENTS

9. Community Services Coordinator

Fund at least a portion of a Community Services Coordinator (CSC) position to be staffed on a contract basis (including salary/benefits/overhead and administering agency contracting charge[2]). The CSC shall:

- serve as a link between the community of North Richmond, the City of Richmond, and Contra Costa County for issues related to beautification, illegal dumping, and blight using referral process identified by the City and County;
- coordinate outreach activities related to illegal dumping and beautification within the Primary Funding area, as specified by the City/County, including North Richmond Green community service programs and outreach activities described under Strategies 11 & 12; and
- Identifying potential sites for Strategy 10 Clean-Up Projects.
- be bilingual in order to assist with Spanish translation as needed.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 9, 11 & 12 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

10. Community Clean-up Projects

Fund the implementation, oversight and administering agency contracting charges[3] of community clean-up projects with specific focus on reducing blight. Community clean-up projects may involve the removal of debris and/or landscaping maintenance. Sites to be cleaned shall be in the Mitigation Fee Funding area and designated by the Administering Agency. The number of sites to be cleaned will be determined by the amount of funding allocated.

[2] Administering agency contracting charge is $3,000 per contract.

[3] Administering agency contracting charge is $3,000 per contract entered into by the County and up to 20% of the per project funding allocation (as described in the "Administering Agency" section).

A breakdown of contracting costs and amount awarded to the Implementing Entity is contained in the Community Clean-up Project Table included as Attachment 2. Up to 15% of the Implementing Entity's Award Amount in Attachment 2 may be used for a fiscal sponsor or administrative oversight.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County. Community Housing Development Corporation (CHDC) may under contract with the County as an Administering Agency, administer Community Clean-Up Project contracts funded under this Strategy. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to Community Clean-Up Projects (after subtracting City/County contracting cost) listed in Attachment 2 to oversee implementation, including facilitating review/assessment of reports' and deliverables. Payments to Implementing Entities for Community Clean-Up Projects shall not be issued by CHDC without the written approval of City and County Committee Staff.

Implementing Entity: See Community Clean-up Projects Table in Attachment 2

Reporting/Payment Requirements: Any Community Clean-Up Projects shall be subject to the Reporting & Invoicing Requirements specified in the template Memorandum of Understanding included in Attachment 1. Attachment 1 only applies to Community Clean-Up Project contracts with the Implementing Entities. The County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available for payments requested by Implementing Entities if and when authorized by City and County Staff. Additionally, CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided.

11. North Richmond Green Community Services Programs

Fund the following North Richmond Green programs on a contract basis[4] to the extent the specific details submitted are determined to align with the purpose of the Mitigation Fee and Expenditure Plan:

- *NR Little League Baseball Program* - Includes cost of registration and uniforms with customized North Richmond Green patches for up to 5-6 teams, season kick-off event/parade, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Youth Twilight Basketball Program* - Includes cost of registration and uniforms with North Richmond Green patches for up to 5-6 teams, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Eco Workshops & Beautification Projects* – Eco Workshops and Beautification Projects include school gardens, recycling efforts, beach/creek/neighborhood clean-ups and ecological field trips. May fund the cost of materials, transportation and fees associated with pre-approved community beautification projects such landscaping and murals.

[4] Administering agency contracting charge applies ($3,000 per contract)

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 9, 11 & 12 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

12. North Richmond Green Campaign

Fund the design, printing and/or distribution of education and outreach materials on a contract basis[5] which must align with the purpose of the Mitigation Fee and Expenditure Plan and be pre-approved by Committee Staff. Outreach materials must include "Jointly funded by City of Richmond & Contra Costa County" unless otherwise specified herein. Outreach materials may be any of the types specified below, however must clearly intend to directly:

- Inform the community about Mitigation Fee funded programs/efforts,
- Increase participation in Mitigation funded programs/efforts,
- Reduce illegal dumping and blight in the Mitigation Fee Funding Area, and/or
- Promote beautification in the Mitigation Fee Funding Area.

The following type of outreach material expenditures may be funded if reviewed and pre-approved by Committee Staff:

- STIPENDS – Pay local community members (youth and adults) to distribute printed outreach materials door-to-door to promote mitigation-funded strategies *(Jointly Funded text not applicable to stipend expenses, only materials)*
- HANDOUTS/MAILERS – Newsletters, flyers, brochures or other documents intended to be handed out or mailed to local residents/organizations.
- T-SHIRTS - Shirts shall include the NRGreen.org website to encourage people to learn more about Mitigation funded programs/efforts *(local phone number should also be included when possible, however inclusion of Jointly Funded text may not be required)*
- NR GREEN FESTIVAL – Event held once per year and generally include information booths to raise awareness about mitigation-funded efforts and other local beautification efforts as well as fun activities for kids and food. Materials promoting the event shall include the NRGreen.org website as well as a local phone number.
- SIGNAGE – Printed or manufactured signage, which includes promotional banners for local events/parades, which should include the NRGreen.org website for Community members to learn more about Mitigation funded programs/efforts. Repair, replacement and removal of NRMF-funded Light Pole Banners.

[5] Administering agency contracting charge applies ($3,000 per contract)

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 9, 11 & 12 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

13. Garden Projects

Fund the implementation, oversight and administering agency contracting charges[6] of Garden Projects as further described below.

Community Garden Projects: Fund on-going maintenance and up-keep of existing community gardens within the Primary Funding Area. The projects selected under this Strategy has been funded on an on-going basis.

Garden Retrofit Projects: Fund the development and implementation of educational garden retrofit events within the Primary Funding Area. Sites for garden retrofits shall be selected via an application process administered by the implementing Entity and approved by County/City staff. Garden retrofit applications will be ranked based on the applicant's ability/willingness to maintain the garden after installation, the visibility of the site from the street, and the size of the garden site. The number of garden sites to be retrofitted will be determined by the amount of funding allocated. Garden retrofits shall contain drought-tolerant, native plants.

Details, including recommended allocation amounts, for Projects are included in Attachment 4. Up to 15% of the Non-Profit Implementer Award Amount specified in Attachment 4 may be used for administrative oversite.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agencies: Contra Costa County. Community Housing Development Corporation (CHDC) may under contract with the County as the Administering Agency, administer Garden Project contracts funded under this Strategy. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to Projects (after subtracting City/County contracting cost) to oversee implementation, including facilitating review/assessment of reports and deliverables. Payments to Implementing Entities for Garden Projects shall not be issued by CHDC without the written approval of both City and County Committee Staff.

Implementing Entity: See Garden Projects Table in Attachment 4

Reporting/Payment Requirements: Any Garden Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements

[6] Administering agency contracting charge is $3,000 per contract entered into by the County and up to 20% of the per project funding allocation (as described in the "Administering Agency" section).

equivalent with those shown in Attachment 3. Garden Project contracts being administered by CHDC on behalf of the County shall also incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 3. Attachment 3 only applies to the Garden Project contracts with the Implementing Entities. CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 3 due to the nature of the services to be provided. The County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff.

14. Mobile Tool Lending Library

Fund the development, implementation, and on-going maintenance of a mobile tool lending library that is accessible to the public within the Mitigation Fee Primary Funding Area at least once a week. Funding is intended to pay for the purchase of educational material, tools, a cell phone for the library, costs related to the tool lending system & trailer/tool maintenance, and personnel/labor.

Administering Agency: City of Richmond

Implementing Entity: City of Richmond Community Services Department

Reporting/Payment Requirements: Effective July 1, 2020, the City of Richmond Community Services Department shall provide required data pertinent to Strategy 14 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

STAFF COSTS

Committee Administration/Staffing Funding: The funding allocated for Committee Administration/Staffing may not be adequate to cover the full cost of staff time necessary for jointly staffing the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee as well as developing, administering and overseeing this Expenditure Plan for the specified period. Supplemental funding allocation may be necessary upon determining actual costs exceed the amount budgeted to cover the intended City/County costs for joint staffing.

Strategy-Specific Funding: The cost of City/County staff time spent providing direct implementation assistance and/or coordination for specific Strategies may be covered with a portion of the NRMF funding budgeted for each applicable Strategy. Additionally, a portion of the NRMF funding budgeted for Strategies will be used to pay fixed administering agency contracting charge for each applicable contract (Currently $3,000 per contract. An additional $3,000 may be added to a contract amendment to add additional funding or nonprofits to a contract during an existing contract cycle) unless otherwise specified herein.

Attachment 1

TEMPLATE MEMORANDUM OF UNDERSTANDING BETWEEN

_____

AND
COMMUNITY HOUSING DEVELOPMENT CORPORATION

This is an agreement made and executed on _____ between Community Housing Development Corporation (CHDC) and _____ (Contractor). This contract will remain in effect for the time period identified in the TERM section of the agreement.

OVERVIEW:
The _____ North Richmond Mitigation Fee (NRMF) Expenditure Plan approved by the Board of Supervisors in _____ and Richmond City Council in _____ allocates a total of **$_____**to the Contractor for the disbursement of funds within Strategy 10 to complete Clean-Up Project(s) in the North Richmond Mitigation Area.

TERM: The term of this agreement begins on _____ and ends on _____. Contractor will complete all work performed under this agreement not later than _____. Invoices submitted for work performed before or after this specified term and invoices submitted after _____will not be paid.

I. Contractor's Obligations

The Contractor shall administer the _____, as described herein for an amount not to exceed **$_____**involving the following activities:

A. Recruit and Hire up to four (4) workers

1. Contractor will develop and publicize the job announcements. Job announcements shall contain, "Jointly funded by The City of Richmond & Contra Costa County" language.
2. Contractor will interview, select and hire up to four workers.
3. Contractor will host training for new hires that discusses the proper procedures of disposal of hazardous waste (televisions, phones, batteries, tires, paint etc.).

Task A - Deliverables:

1. Documentation of publicized job announcement in English/Spanish with required jointly funded language.
2. Documentation of hiring papers.

B. Clean up to _____(_) North Richmond Sites Approved by the County

1. Contractor shall select North Richmond addresses provided by the County or City to be cleaned during each clean up. Community clean-up projects may involve the removal of debris and/or landscaping maintenance.
    a. Addresses provided by the County or City will include a description of debris for removal and/or landscaping needs.
    b. Addresses provided by the County or City shall only be selected once for clean-up unless directed otherwise by County Staff.
2. Contractor will confirm with the County the address for cleanup one week and provide clear written procedures for the proper disposal of all waste types previously described at each clean-up site, including

waste that is recyclable, hazardous or requires special handling. Procedures shall be submitted and approved by the County before the site is cleaned up.

3. Contractor shall make arrangements in advance with the appropriate partners for the proper removal, recycling, composting or disposal of the debris identified in the area to be cleaned, including materials that require special handling such as tires, hazardous/universal wastes, appliances, and medical sharps/waste.
4. Contractor shall document approximate quantities (count, volume or weight) of each type of material/debris removed from the area during clean-up, using a log or other method agreed upon in advance.
5. Contractor shall demonstrate how the materials/debris removed during the clean-up were transported and where each type was properly recycled, composted or disposed.

Task B - Deliverables:

1. Documentation of disposal procedures approved by the County for each confirmed clean-up address.
2. Before photos of the entire site before the material/debris has been cleaned up.
3. Completed Contractor's Log identifying the types and amount of material/debris removed.
4. After photos of the entire site after it has been cleaned up. Contractor shall strive to take After photos from the same vantage points as the Before photos.
5. Documentation demonstrating that the material/debris removed was properly disposed or recycled. If debris removed during the clean-up is disposed of in existing containers that are routinely serviced by Republic Services, Contractor shall submit copy of an invoice or letter from Republic Services confirming what collection services were being provided at the disposal location during the applicable timeframe. For any in-kind hauling/disposal service offered by partner organizations or agencies, contractor may submit written communication identifying what was picked up by whom and where it was taken (e.g. e-mail message from the Parks District confirming that yard debris that was placed in tarps and set-out at agreed upon location was placed in designated green waste bin on the District's property or transported to a specified compost facility). Alternatively, if disposal services are provided in the form of debris box donation(s) from Republic Services, contractor may submit written communication confirming donation.

C. Attend Community Meetings and Events

1. Attend one North Richmond Green meeting(s) per quarter (quarterly periods end on December 31st, March 31st and June 30th).
    a. No portion of the Quarterly Meeting Attendance budget line item will be paid to Contractor unless Contractor submits written evidence proving Contractor representative attended at least one monthly North Richmond Green Meeting during the applicable quarter.

Task C - Deliverables:

1. Documented attendance via minutes or copies of sign-in sheets of North Richmond Green meetings

D. Reporting & Invoicing

1. Submit invoices and the required supporting documentation (including applicable required Deliverables and completed Progress Reports as specified in Section III. Payment Provisions) for each calendar month, and not later than 30 days after the end of the applicable monthly period. The Reporting and Invoicing budget line items are intended to ensure timely submittal of invoices and required supporting

documentation. No portion of the Invoicing budget line item will be paid to Contractor for invoices submitted late, or without the required documentation or completed Progress Report.

Task D- Deliverables:

1. Complete monthly invoices on time for all tasks completed, accompanied by all required deliverables (including completed Progress Report or Final Progress Report). If Contractor does not provide a timely and complete invoice with all deliverables required for applicable tasks outlined on the invoice, as specified herein, no later than 30 days after the end of the applicable monthly period, the Contractor shall forfeit the $100 allocated for each applicable invoice period. Contractor may not use any funding specifically allocated for Reporting and Invoicing for any other purpose
2. Completed Progress Report addressing activities that occurred during the corresponding invoice period (except for the final invoice) consistent with Section III.3.a.
3. Completed Final Progress Report addressing the entire project to be submitted with the final invoice consistent with Section III.3.a.

E. Eligible Costs:

Eligible costs consistent with the below table can only be reimbursed if included on invoices in conformance with the payment provisions and submitted prior to _____.

Budget Line Items by Task/Deliverable	Quantity	Payment per Unit	Total Payments	Budget Amount
A. Recruit and hire up to four (4) workers				**$ 1,750**
Deliverable 1 - Recruitment Documentation	1 each	$350	$350	
Deliverable 2 - Hiring Documentation	4 each	$350	$1,400	
B. Clean-up up to _____(_) designated locations in the NRMF Funding Area				**$ _____**
Deliverable 1 - Procedures	_ each	$200	$1600-	
Deliverable 2 - Before Photos	_ each	$300	$2,400-	
Deliverable 3 - Contractors Log	_ each	$400	$3,200-	
Deliverable 4 - After Photos	_ each	$300	$2,400-	
Deliverable 5 - Disposal Documentation	_ each	$600	$4,800-	
C. Attend North Richmond Green Meetings				**$ 750**
Deliverable 1 - NR Green Meetings	3 each	$250	$750	
D. Reporting and Invoicing				**$ 2,500**
Deliverable 1 - Timely & Complete Invoice	9 each	$100	$900	
Deliverable 2 - Progress Reports	8 each	$150	$1,200	
Deliverable 3 - Final Progress Report	1 each	$400	$400	
SUBTOTAL				**$ _____**
Fiscal Agent (10% of amount invoiced)			$0	
TOTAL BUDGET & ALLOWABLE PAYMENTS				**$ _____**

II. CHDC's Obligations

Subject to the payment limit of **$_____**CHDC shall reimburse Contractor for eligible costs described in the previous section where such are incurred in the performance of work under the contract, subject to the below Payment Provisions. CHDC will disburse Contractor funds only after receiving written approval by County authorizing the disbursement of the Contractor grant funds based on approved budget, approved advance and request for reimbursement.

III. Payment Provisions

Contractor shall submit invoices and required deliverables on a monthly basis consistent with the amounts and frequency specified in Section I.E -Eligible Costs, which together may not total more than **$_____**. Contractor will only receive payment for eligible costs incurred for work performed during the term of this contract which are itemized on invoices substantiated with adequate supporting documentation. Invoices submitted after July 30, -_____ will not be paid.

1. **Advanced Payments:** In order to receive any potential advance payment, such must be authorized for the specified project in Attachment ____ of the Expenditure Plan approved by the Board of Supervisors and The City of Richmond. Advance payment is limited to no more than ten (10) percent (%) of the approved implemented Entity Award for the Project. Contractor shall submit a written request to CHDC for approval by City and County Committee staff detailing the reason(s) advance payment is necessary and itemizing each specific cost that the requested advance payment amount would pay for and how such costs will aid in the completion of each applicable required task. Advance payment requests must be submitted prior to any other invoice. If an advance payment is issued, Contractor shall not be eligible for an additional payment until enough required deliverables have been approved to offset the amount paid in advance.

2. **Partial Payments:** The Contracting entity (City of County) may authorize partial payment to Contractor for submittal of incomplete deliverables if solely incomplete due to unusual and unforeseen circumstances beyond the control of the Contractor. Contractor must submit written request asking to receive payment for incomplete deliverable containing an explanation as to what factors beyond the Contractor's control specifically precluded the Contractor from submitting the completed deliverable and why such could not have been foreseen or avoided by Contractor.

3. **Invoices:** Invoices shall be submitted monthly, no later than 30 days after the end of the applicable monthly period and contain the following information in sufficient detail and be submitted in a form which adequately demonstrates consistency with this contract. Invoices shall be accompanied by the applicable deliverables.

    a. Itemization of any tasks completed during the applicable calendar month for which completed deliverables are submitted and associated payment is being requested.

4. **Supported Documentation**: The following required supporting documentation must be submitted with invoices when applicable as described below.

a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates, as well as any applicable details specified above in Section I. Contractor's Obligations.

b. All applicable Deliverables associated with the tasks and requested payment amounts itemized on each monthly invoice.

SIGNATURES: Executed on the dates and by the persons named below.

Date: _____ **Date: _____**

By: _____ **By: _____**

Name: _____ **Name: _____**

IV. Conflict of Interest

By signing below, Contractor agrees not to employ, subcontract with, or make payment to any person (employees and stipend recipients), for the purpose of implementing this Project, that is at the same time employed by Contra Costa County, the City of Richmond or any entity that receives NRMF funding from the County or the City of Richmond, or serves on the NRMF Committee, except upon written approval by the Department of Conservation and Development Director or his designee.

Signature:_____

Name: _____

Title: _____

Date: _____

Attachment 2 - Community Clean-up Projects Table (Strategy 10)

2023/24 Expenditure Plan Funding Allocations for Projects
recommended for City/County approval by the North Richmond Mitigation Fee Committee

A total of **$87,000.00 is recommended to be allocated in the 2023/2024 Expenditure Plan for Community Clean-up Projects (Strategy 10)**. Two of the three entities below were previously selected by the Committee based on a Funding Request Proposal process conducted in 2018.[1] The third entity, SOS! Richmond, was added per Committee direction at the October 16, 2020 meeting.

Community Clean-up Projects Recommended for Funding in 2023/2024

Implementing Entity / *Fiscal Sponsor* *(if applicable)*	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount)	Requested Amount	Total Award Amount	County Contracting Costs[2]	CHDC Contracting Cost (20%) to Manage Non-Profits[2]	Non-Profit Implementer Award Amount for Project	Notes
Social Progress Inc.	Brighter Beginnings in North Richmond	Yes	$ 29,999.76	$ 25,250.00	$ 1,000.00	$ 4,850.00	$ 19,400.00	
SOS! Richmond	SOS! Richmond	Yes	$ 75,000.00	$ 36,500.00	$ 1,000.00	$ 7,100.00	$ 28,400.00	
Men & Women of Valor	Community Working Together	Yes	$ 20,000.00	$ 25,250.00	$ 1,000.00	$ 4,850.00	$ 19,400.00	
Total Funding Requested/Allocated			$ 124,999.76	$ 87,000.00	$ 3,000.00	$ 16,800.00	$ 67,200.00	

[1] Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations and Agencies on March 6, 2018. Funding Proposal Application received by Men & Women of Valor was the wrong application. At their meeting on March 23, 2018, the NRMF Committee gave Men & Women of Valor 30 days to re-submit their application to the NRMF Committee using the correct application and submittal requirements. On April 22, Committee staff received the correct Funding Proposal application. The Men & Women of Valor Proposal application was considered at the NRMF Committee Meeting on June 8th and selected for funding.

[2] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost for $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

Garden Project Reporting and Invoicing Requirements

Substantially equivalent language to be included in all NRMF-funded Community Project Agreements/Amendments

Agreements providing for payments using funding allocated for Community Projects must include provisions that address the requirements contained herein. Contractor shall submit Progress Reports covering each invoice period, using a City/County provided template in conjunction with each monthly invoice in order to be eligible for payment. Contractor shall monitor, document, and report all Project activities associated with the tasks and deliverables described in the agreement and any eligible Project costs for which reimbursement will be requested. Upon completion of work or the end of the contract's term, Contractor shall submit a Final Report, using a City/County provided template similar to the attached, in conjunction with the final invoice.

Task Deliverables

The agreement shall assign a dollar amount for each deliverable within each task. Contractor shall only be paid for completed deliverables submitted with all associated supporting documentation. The agreement may include assignment of one dollar amount to multiple deliverables for a specific task when appropriate to substantiate completion of the required task. The Contracting entity (City of County) may authorize partial payment to Contractor for submittal of incomplete deliverables if solely incomplete due to unusual and unforeseen circumstances beyond the control of the Contractor. Contractor must submit written request asking to receive payment for incomplete deliverable containing an explanation as to what factors beyond the Contractor's control specifically precluded the Contractor from submitting the completed deliverable and why such could not have been foreseen or avoided by Contractor.

Timely Submittal of Invoices

A separate Reporting & Invoicing budget line item shall be included in the agreement to facilitate timely submittal of invoices, progress reports and other deliverables. Submittal of monthly invoices shall be included as a deliverable and the exact amount that is payable upon timely submittal of each invoice complete with all required supporting documentation shall be specified. The agreement shall provide that no portion of the Reporting & Invoicing budget line item be paid to Contractor for invoices submitted beyond 30 days of any monthly invoice period, or without the required documentation including completed Progress Reports.

Pre-approval Required for Supplies and Materials

Unless the exact supplies and materials are specified as preauthorized in the Agreement, Contractor shall obtain pre-approval from the Contracting entity (City or County) prior to incurring supplies and materials expenses for which reimbursement will be requested. To request pre-approval, contractor shall provide written request identifying all proposed supplies and materials as well as an explanation demonstrating its reasonable cost and how said items will aid in the completion of each applicable required task.

Attendance of Community Meetings and Events

Contractor shall attend one North Richmond Green meeting per quarter during the contract period. Documentation substantiating attendance of required meetings shall be included as a deliverable for this task and be included with all applicable monthly invoice(s).

Acknowledgment Required on Outreach & Promotional Materials

Any printed outreach materials or promotional items must include “Jointly funded by City of Richmond & Contra Costa County”, with the exception of T-Shirts, which Contractor may request Contracting entity pre-approve to include only the NRGreen.org website address.

Authorized Advance Payments

In order to receive any potential payment in advance, such must be authorized for the specified Project in Attachment 2 or Attachment 3 of the Expenditure Plan approved by both the County Board of Supervisors and Richmond City Council. No Contractor authorized for advance payment may receive more than ten (10) percent (%) of the approved Implementing Entity Award for this Project. In order to receive any advance payment(s) provided for in the City and County approved Expenditure Plan, the Contractor shall submit a written request to both the City and County Committee Staff detailing the reason(s) advance payment is necessary and itemizing each specific cost that the requested advance payment amount (not to exceed 10% of total award) would pay for and how such costs will aid in the completion of each applicable required task.

Conflict of Interest Provisions

Contractor shall not employ, subcontract with, or make payment to any person, for the purpose of implementing a specified Project in Attachment 2 or Attachment 3 of the Expenditure Plan that is at the same time employed by Contra Costa County, City of Richmond or any entity that receives Expenditure Plan funding from the County or the City of Richmond, except upon written approval by the Contracting entity (either City or County).

Payment Provisions

Contractor shall submit invoices and required deliverables on a monthly basis consistent with the amounts and frequency contained in the “Eligible Costs” Section, which together may not total more than $ (enter applicable contract amount). Contractor will only receive payment for eligible costs if such amounts are included on invoices adequately substantiated with required supporting documentation that are all submitted to the Contracting entity on or before July 30th. Invoices or portions thereof for which required supporting documentation has not been submitted by July 30th (or 30 days after any contract end date prior to June 30th) shall not be eligible for payment.

1. **Invoices:** Invoices shall be submitted monthly and contain the following information in sufficient detail and be submitted in a form, which adequately demonstrates consistency with the “Service Plan” specified in the contract. Invoices shall be accompanied by the applicable deliverables.

    a. Itemization of any tasks partially or fully completed during the applicable calendar month for which completed deliverables are submitted and associated deliverable payment amount is being requested.

2. **Supporting Documentation**: The following required supporting documentation must be submitted with invoices when applicable as described below.

    a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice, which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates, as well as any applicable details specified in the Service Plan as a Contractor’s Obligation.

b. All applicable required deliverables associated with the requested payment amounts itemized on each monthly invoice.

City/County shall review submitted invoices and supporting documentation within a reasonable period of time and remit payment to Contractor promptly upon determining the purpose and amount of payment requested are authorized under the Agreement.

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Attachment 4 - Garden Projects (Strategy 13)

2023/2024 Funding Allocations for Garden Projects
recommended for City/County approval by the North Richmond Mitigation Fee Committee

A total allocation of **$48,179.79 is recommended to be allocated in the 2023/2024 Expenditure Plan for Garden Projects.**The following entities were previously selected by the Committee based on a Funding Request Proposal process conducted in 2018.[1]

Garden Projects Recommended for Funding in 2023/2024

Implementing Entity / *Fiscal Sponsor* *(if applicable)*	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount)	Requested Amount	Total Award Amount	County Contracting Costs[2]	CHDC Contracting Cost (20%) to Manage Non-Profits[2]	Non-Profit Implementer Award Amount for Project	Notes
Watershed Project	**Curb Appeal**	**No**	**$ 29,986.25**	**$ 28,062.13**	**$ 1,747.34**	**$ 5,262.96**	**$ 21,051.83**	
Communities United Restoring Mother Earth (CURME) / ***Greater Richmond Interfaith Program***	**Lots of Crops**	**No**	**$ 15,092.00**	**$ 20,117.66**	**$ 1,252.66**	**$ 3,773.00**	**$ 15,092.00**	
Total Funding Requested/Allocation Recommended			**$ 45,078.25**	**$ 48,179.79**	**3,000.00**	**9,035.96**	**$ 36,143.83**	

[1] Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations and Agencies on March 6, 2018.

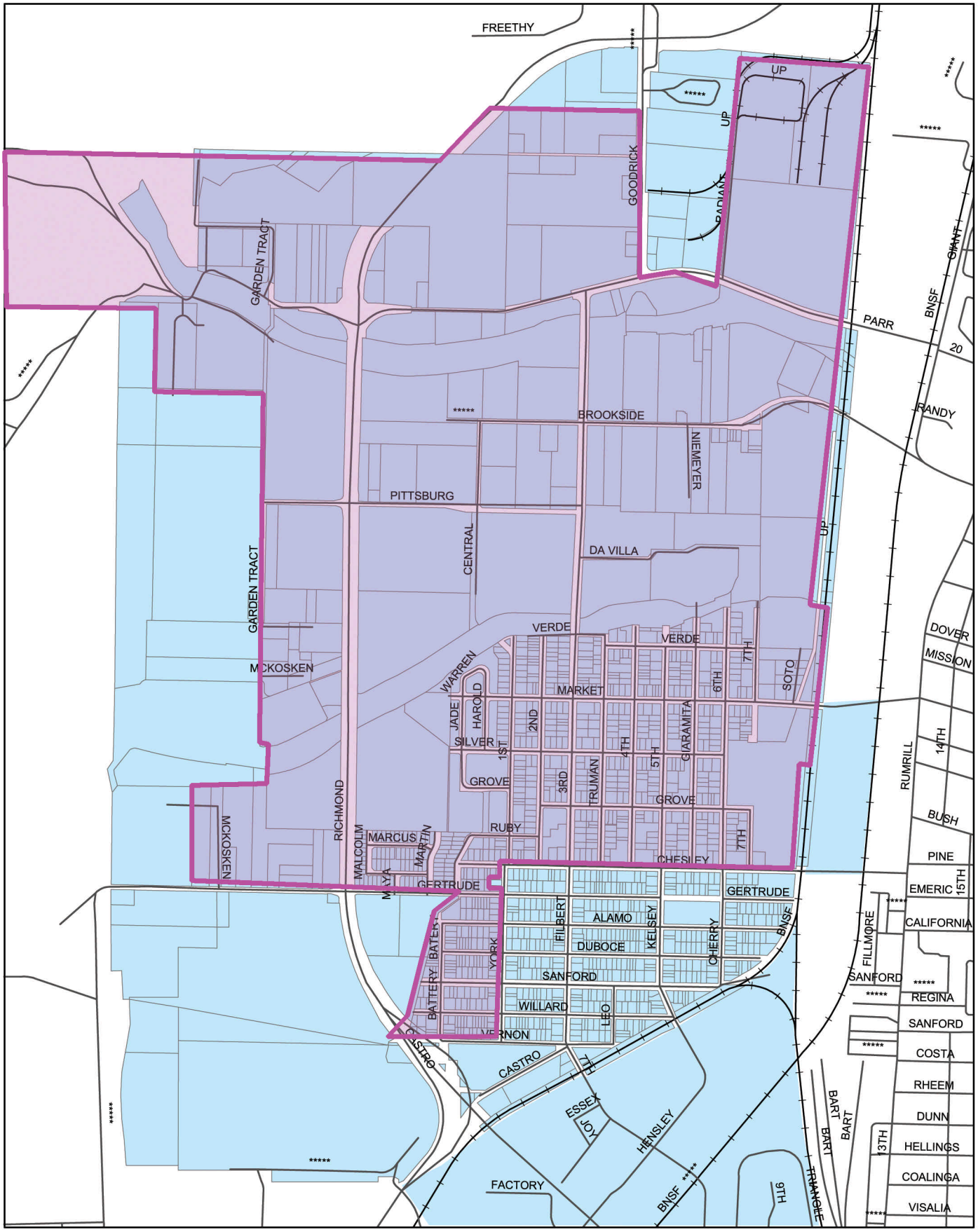
[2] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

Attachment 5

North Richmond Waste & Recovery Mitigation Fee Funding Area

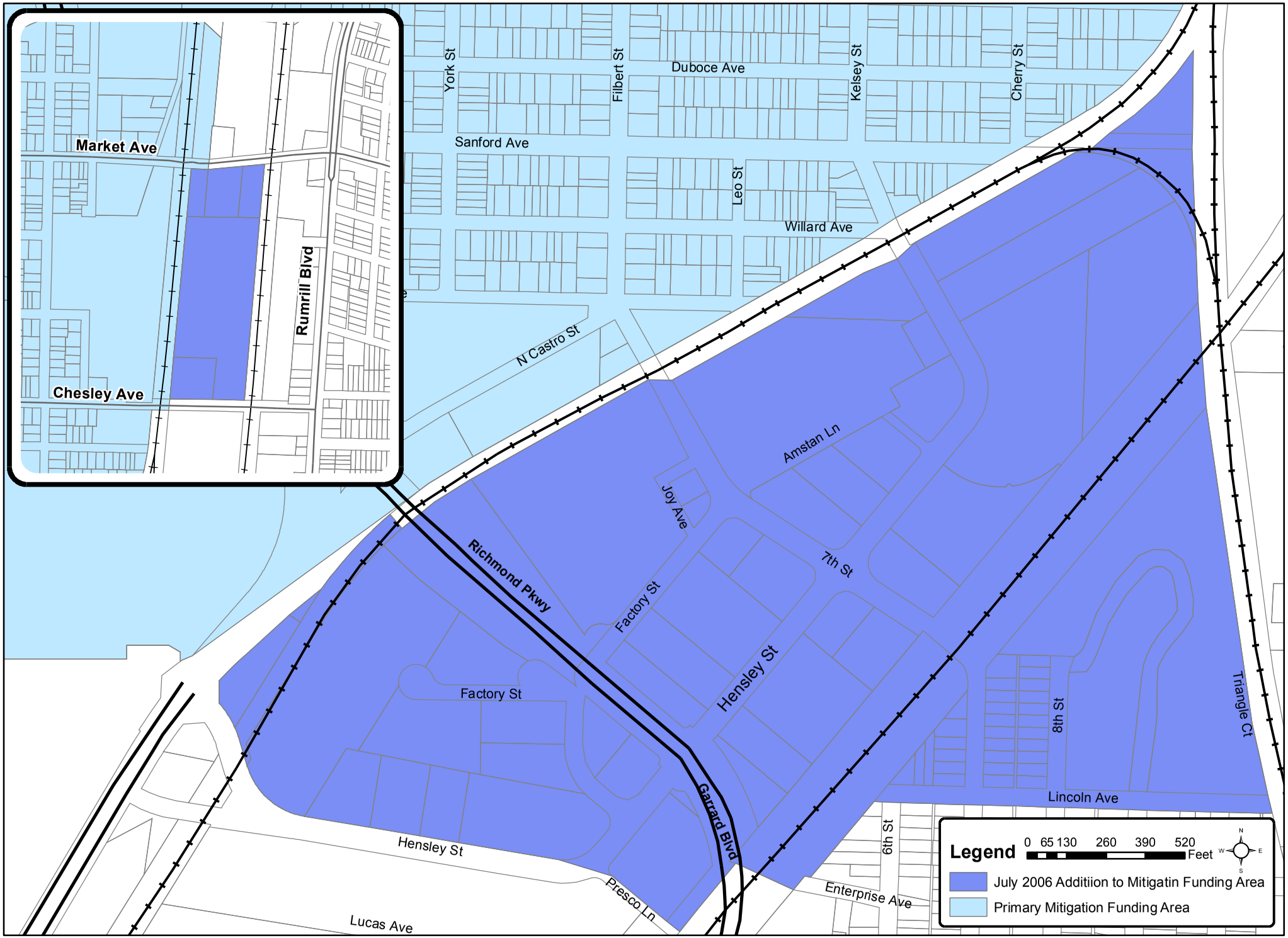
Incorporated (City)

Unincorporated (County)



Contra Costa County
Community Development Department

Southern boundary shown on back side

Map contains copyrighted information
Revised on 7/28/2006

Committee Approved Additions to Primary Mitigation Funding Area