North Richmond Waste & Recovery Mitigation Fee
Amended 2018/19 Expenditure Plan

The Waste & Recovery Mitigation Fee was established as a result of the Draft Environmental Impact Report (EIR) dated November 2003 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 4).

Expenditure Plan Period:	July 1, 2018 - June 30, 2019 *(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 projects, 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 and time-sensitive need.

NORTH RICHMOND MITIGATION FEE EXPENDITURE PLAN BUDGET

	#	**Expenditure Plan (EP) Strategy** *(EP Cycle: July 1, 2018 thru June 30, 2019)*	**Amended Budget Allocations***
Core Services	1	Bulky Item Pick-ups & Disposal Vouchers	$ 2,000.00
	2	Neighborhood Clean-ups	$ 36,128.10
	3	Prevention Services Coordinator	$ 50,726.75
	4	City/County Right-of-Way Pick-up & Tagging Abatement	$ 33,055.88
	5	Code Enforcement - County	$ 102,056.22
	6	Illegal Dumping Law Enforcement	$ 195,349.22
	7	Surveillance Cameras	$ 2,000.00
Supplemental Enhancements	8	Community Services Coordinator	$ 90,909.09
	9	Community-Based Projects (See Attachment 2)	$ 172,180.90
	10	North Richmond Green Community Service Programs	$ 20,042.00
	11	North Richmond Green Campaign	$ 10,500.00
	12	Neighborhood Community Garden Projects (See Attachment 3)	$ 46,733.25
		Contingency *(approximately 2.3 % of Projected Revenue)*	$ 17,473.93
Subtotal (without Committee Staffing)			$ 779,155.34
	X	Committee Administration/Staffing	$ 139,847.55
Total Projected Revenue in 2018/19 (July 1, 2018 thru June 30, 2019)			$ 749,247.60
Unexpended 2016/17 Revenue			$ 169,755.29
Total 2018/19 Expenditure Plan Budget			$ 919,002.89

* Recommended changes reflected in this Amended 2018/19 EP Budget: Reduce contingency line item by $67,891.36 to cover the increased allocations recommended for Strategy 2 ($6,128.10), Strategy 4 ($3,055.88), Strategy 9 ($0.05) and Committee Administration/Staffing ($58,707.33).

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"***) and "Supplemental Enhancements".

Level 1 Priority - PRIMARY CORE SERVICES STRATEGIES

- 1 - Bulky Item Pick-ups & Disposal Vouchers
- 2 - Neighborhood Clean-up Events
- 4 - City/County Right-of-Way Trash & Tagging Removal
- 5 - Code Enforcement - County
- 6 - Illegal Dumping Law Enforcement

Level 2 Priority - SECONDARY CORE SERVICES STRATEGIES

- 3 - Prevention Services Coordinator
- 7 - Surveillance Cameras

Level 3 Priority - PRIMARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 8 - Community Services Coordinator
- 9 - Community Based Projects (SOME)
- 11 - North Richmond Green Campaign
- 12 – Neighborhood Community Garden Projects

Level 4 Priority - SECONDARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 9 - Community Based Projects (SOME)
- 10 - North Richmond Green Community Service Programs

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 twelve $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 associated referrals to applicable public agencies, including right-of-way referrals

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

for Strategy 4. The PSC may also assist City and County with administering funding allocated to selected non-profit organizations under Strategies 9 and 12.
[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)
(reimbursed actual cost for part-time position and 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. City/County Right-of-Way Pick-up & 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. Identify potential sites for Strategy 9 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 Police Department's Code Enforcement Division

Reporting/Payment Requirements: Effective July 1, 2012, the Richmond Police Department's Code Enforcement Division shall provide required data pertinent to Strategy 4 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. Identify potential sites for Strategy 9 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.
[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 purchase of cameras, camera infrastructure, camera signage and costs related to maintenance, warranty, repair & relocation of surveillance camera system equipment within the Mitigation Fee Primary Funding Area to assist the dedicated Illegal Dumping Law Enforcement officer 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 located throughout NR and identify/request relocation of surveillance cameras throughout NR as needed)*

County Public Works Department (*install/clean/move FlashCam 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 8 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.

SUPPLEMENTAL ENHANCEMENTS

8. 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 10 & 11; and
- 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: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

9. Community Based Projects

Fund the development, implementation and oversight of a variety of community-based projects with specific focuses on anti-littering, environmental stewardship, blight reduction and/or beautification (including personnel/labor, administrative oversight, materials, equipment and related maintenance costs plus administering agency contracting charges[3]). Up to 15% of the Non-Profit Implementer Award Amount in Attachment 2 may be used for a fiscal sponsor or administrative oversite. Rather than funding stipend programs separately (including stipends, administrative oversight and related materials/equipment), new community-based projects/programs should include component for stipends, where appropriate, to

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

[3]Administering agency contracting charge is $3,000 per contract if directly contracting with City or County (in addition to the 20% allocation described in Administering Agencies section below).

pay local youth and/or other community members for assisting with illegal dumping prevention/abatement or beautification activities within the Mitigation Fee Primary Funding Area. Community Based Projects to be funded were solicited through an open Funding Request Proposal & Application process. Examples of potential project types that may be funded include but are not limited to:

a. Neighborhood Landscaping Improvements
b. Community Art Projects (e.g. Tile Art, Murals or Safe Routes/Popsicle Project)
c. Stipend Beautification Programs

Details, including recommended allocation amounts, for each of the selected Community Based Projects to be funded under this Expenditure Plan are contained in the Community Based Projects Tables included as Attachment 2.
[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

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

Implementing Entity: Various Non-Profit Organizations (see Community Based Projects Tables in Attachment 2)

Reporting/Payment Requirements: Any Community Based Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 1. Community-Based Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting and Invoicing Requirements equivalent with those shown in Attachment 1. Attachment 1 only applies to Community-Based Project contracts with the Implementing Entities. The City and/or 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. 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.

10. 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* - Projects to include school gardens, recycling efforts, habitat restoration, creek/bay/ocean water quality monitoring, 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.

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

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

11. North Richmond Green Campaign

Fund the design, printing and/or distribution of education and outreach materials on a contract basis[4] 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:

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

- 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.

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

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

12. Neighborhood Community Garden Projects

Fund on-going maintenance and up-keep of existing community gardens within the Primary Funding Area, which may include a component for stipends, where appropriate, to pay local youth and/or other community members for assisting with Community Garden upkeep and maintenance. Up to 15% of the Non-Profit Implementer Award Amount specified in Attachment 3 may be used for a fiscal sponsor or administrative oversite.

Neighborhood Community Garden Projects to be funded were solicited through an open Funding Request Proposal & Application process. Projects selected under this Strategy could be funded on an on-going basis if separately awarded funding in multiple Expenditure Plan cycles.

Details, including recommended allocation amounts, for each of the selected Neighborhood Community Garden Projects are included in Attachment 3.

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

Administering Agencies: Contra Costa County, City of Richmond and/or Community Housing Development Corporation (CHDC)[5] on behalf of the City or County. CHDC may, under contract with either the City or County as the Administering Agency, administer Neighborhood Community Garden Project contracts being funded under this Strategy for some or all of the Neighborhood Community Garden Project non-profit organizations selected for funding in this Expenditure Plan. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Project to oversee project implementation, including facilitating review/assessment of reports and deliverables. Payments to Implementing Entities for Neighborhood Community Garden Projects shall not be issued by CHDC without the written approval of both City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations (see Neighborhood Community Garden Projects Table in Attachment 3)

Reporting/Payment Requirements: Any Neighborhood Community Garden Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 1. Neighborhood Community Garden Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 1. Attachment 1 only applies to the Neighborhood Community Garden Project contracts with the Implementing Entities. 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. The City and/or 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.

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

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

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.

G:\Conservation\Deidra\Illegal Dumping\BMPC Mitigation Fee Committee_EPs\2018-2019 Exp Plan\Amended 2018-19 EP\2018-19_Amended EP_Final.doc

Attachment 1

Community-Based Project & Neighborhood Community 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 similar to the attached, 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). Contractor shall

attend first Mitigation Committee meeting following the end of the Expenditure cycle in which their project was funded to present their project outcomes.

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.
    b. Itemization of any supplies & materials expenses incurred for which reimbursement is being requested within that invoice period.

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.

c. If an invoice is requesting reimbursement of any supplies or materials not pre-authorized in the budget contained in the agreement, such invoice must be accompanied by copies of pre-approval from the Contracting entity, as well as actual itemized invoices or receipts for all applicable supplies and materials. If an invoice is requesting reimbursement for copying or printing, at least one copy of the printed item should accompany the 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.

G:\Conservation\Deidra\Illegal Dumping\BMPC Mitigation Fee Committee_EPs\2018-2019 Exp Plan\Post-Committee EP Changes - Final Versions\NRMF 2018-19 Exp Plan Attachment 1-Final-CLEAN-postCommittee.doc

North Richmond Waste & Recovery Mitigation Fee Community-Based Project

Progress Report

Organization: _____

Contact Person: _____

Progress Report Period: _____ - _____

Project Expenses to Date: *Attach completed Progress Report to each Invoice being submitted for any reimbursable costs incurred during this Progress Report Period.*

Brief Description of the Project:

Provide a brief description of the project activities/services your Organization is providing with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the signed Agreement.

_____

Tasks Accomplished to Date:

Describe the various tasks that your Organization has completed in whole or in part during the Progress Report Period (can be bullet points). [Save for use/reference when preparing Final Progress Report.]

_____

Materials Produced to Date:

Provide a listing of any materials/documents produced during this Progress Report period as a part of this project (e.g. pictures, surveys, handouts, work products, etc.) and attach copies of each.

_____

Number of Persons Served to Date:

Provide total number served from the NRMF Funding Area during this Progress Report period. _____

Provide total number served from outside the NR Funding Area during this period. _____

Provide total number of residents paid with NRMF funding during this period. _____

North Richmond Green Meeting Attendance to Date:

Specify which monthly North Richmond Green meetings (list meeting dates) your Community Based Project representative(s) attended during this Progress Report period. [Must attend at least once per quarter]

MEETING DATE(s): _____ *ATTENDEE NAME(s):* _____

Successes to Date:

Identify whether and how your project is addressing the intended problems associated with illegal dumping (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities to date.

_____

Challenges to Date:

List any and all issues/problems (e.g. change in personnel, inadequate public awareness, applicability of regulatory restrictions/requirements, etc.) identified during this period which may impact the project's ability to achieve the intended outcome(s) identified by your Organization. Include all challenges/obstacles/barriers that may inhibit or compromise your ability to address the intended illegal dumping problem(s).

_____

Lessons Learned to Date & Feedback from Participants/Community:

Share any lessons learned from participants, staff and/or the community during this Progress Report period.

_____

Provide any feedback about the NRMF-funded project/program received from participants and/or community members (such as copies of quotes, emails/letters and completed surveys/evaluations).

_____

Other Project Information:

Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.

_____

North Richmond Waste & Recovery Mitigation Fee Community-Based Project

Final Progress Report

Organization: _____

Contact Person: _____

Contract Period: _____ - _____

Final Project Expenses: *Attach completed Final Progress Report to the Final Invoice being submitted for any reimbursable costs not included on invoice(s) submitted with prior Progress Report(s).*

Brief Description of the Project:
Provide a brief description of the project activities/services your Organization provided with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the terms of your signed Agreement.

_____

Tasks Accomplished:
Describe all project tasks/activities that your Organization completed during the entire contract period. Summarize any work completed not previously reported and consolidate with updated information from prior Progress Reports.

_____

Materials Produced:
Provide a listing of any materials/documents produced as a part of the program (e.g. pictures, surveys, handouts, work products, etc.). Attach copies of anything not included with prior Progress Reports submitted.

_____

Number of Persons Served:
Provide total number served from the NRMF Funding Area during the entire contract period. _____
Provide total number served from outside the NR Funding Area during the entire contract period. _____
Provide total number of residents paid with NRMF funding during the entire contract period. _____

North Richmond Green Meeting Attendance:
Specify which monthly North Richmond Green meetings (list all meeting dates) your Community Based Project representative(s) attended during the contract period. [Must attend at least once per quarter]
MEETING DATE(s): _____ *ATTENDEE NAME(s):* _____

Successes:
Identify extent to which your project addressed the intended problems associated with illegal dumping and how (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities.

_____

Challenges:
Explain why your Organization was not able to achieve the intended project outcomes and/or address the illegal dumping problems previously identified, if applicable. Include any challenges/obstacles/barriers (e.g. personnel changes, lack of public awareness, previously unknown regulatory restrictions/requirements, etc.) that compromised or inhibited your project's success in addressing problems associated with illegal dumping.

_____

Lessons Learned & Feedback from Participants/Community:
Share any lessons learned from participants, staff and/or the community during the contract period.

_____

Summarize all participant and/or community feedback received about this NRMF-funded project/program (attach any findings/summary of final project evaluation and copies of related documents not previously submitted).

_____

Other Project Information:
Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.

_____

Attachment 2 - Community Based Projects Table (Strategy 9)

2018/2019 Expenditure Plan Funding Allocations for Projects

The NRMF Committee recommended at total of **$172,180.85 be allocated in the 2018/2019 Fiscal Year for Community Based Projects (Strategy 9)**. Total dollar amount was off by $0.05 when adding up the individual amounts awarded for implementation and contracting, therefore the total should have been **$172,180.90**. The Committee recommended allocation of this funding based on a Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations on March 6, 2018.[1] The project selections, funding recommendations and number of non-profits selected by the Committee are shown below for the 2018/2019 Expenditure Plan.

Community Based Projects to be funded in 2018/2019

Implementing Entity Organization / *Fiscal Sponsor* *(if applicable)*	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount) Yes/No	Requested Amount	Total Award Amount	County Contracting Cost to Contract with CHDC[2]	CHDC Contracting Cost (20%) to Manage Non-Profits	Non-Profit Implementer Award Amount for Project[1]	Notes
City of Richmond	Richmond Tool Lending Library	No	$ 18,050.00	$ 22,962.59	$ 400.09	$ 4,512.50	$ 18,050.00	
City of Richmond	Love Your Block	No	$ 17,490.00	$ 22,250.16	$ 387.66	$ 4,372.50	$ 17,490.00	
Urban Tilth	Water is Life	No	$ 29,290.80	$ 26,781.42	$ 466.63	$ 5,262.96	$ 21,051.83	*Total dollar amounts were off due to rounding errors*
Social Progress Inc. / Fiscal Sponsor: Greater Richmond Inter-Faith Program	Brighter Beginnings in North Richmond	Yes	$ 29,999.76	$ 26,781.42	$ 466.63	$ 5,262.96	$ 21,051.83	
Watershed Project	Curb Appeal	No	$ 29,986.25	$ 26,781.42	$ 466.63	$ 5,262.96	$ 21,051.83	
Safe Return / Fiscal Sponsor: Social Good Fund	Home Again Project	Yes	$ 30,000.00	$ 26,781.42	$ 466.63	$ 5,262.96	$ 21,051.83	
Men & Women of Valor	Community Working Together	Yes	$ 20,000.00	$ 19,842.47	$ 345.73	$ 3,899.35	$ 15,597.39	
Total Funding Requested/Allocated			**$ 174,816.81**	**$ 172,180.90**	**$ 3,000.00**	**$ 33,836.19**	**$ 135,344.71**	

[1] 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, 2018, 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 allocated funding as shown in this Attachment.

[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. Amounts not needed for contracting costs may be made available to pay implementing entities for additional CBP costs.

Attachment 3 - Neighborhood Community Garden Projects (Strategy 12)

2018/2019 Expenditure Plan Funding Allocations for Projects

The NRMF Committee recommended an allocation of **$46,733.25 for Neighborhood Community Garden Projects.** The Committee recommended allocation of this funding based on a Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations on March 6, 2018. The project selections, funding recommendations and number of non-profits selected by the Committee are shown below for the 2018/2019 Expenditure Plan.

Community Garden Projects to be funded in 2018/2019

Implementing Entity / *Fiscal Sponsor* *(if applicable)*	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount)	Requested Amount	Total Award Amount (Project + Contracting)	County Contracting Cost with CHDC[1]	CHDC Contracting Cost (20%) to Manage Non-Profits	Non-Profit Implementer Award Amount for Project	Notes
Urban Tilth	**Cultivating Hope: Maintaining North Richmond Gardens**	**No**	$ 19,894.60	**$ 26,574.15**	$ 1,705.90	$ 4,973.65	$ 19,894.60	
Communities United Restoring Mother Earth (CURME) / Greater Richmond Interfaith Program	**Lots of Crops**	**No**	$ 15,092.00	**$ 20,159.10**	$ 1,294.10	$ 3,773.00	$ 15,092.00	
Total Funding Allocations			**$ 34,986.60**	**$ 46,733.25**	**3,000.00**	**8,746.65**	**$ 34,986.60**	

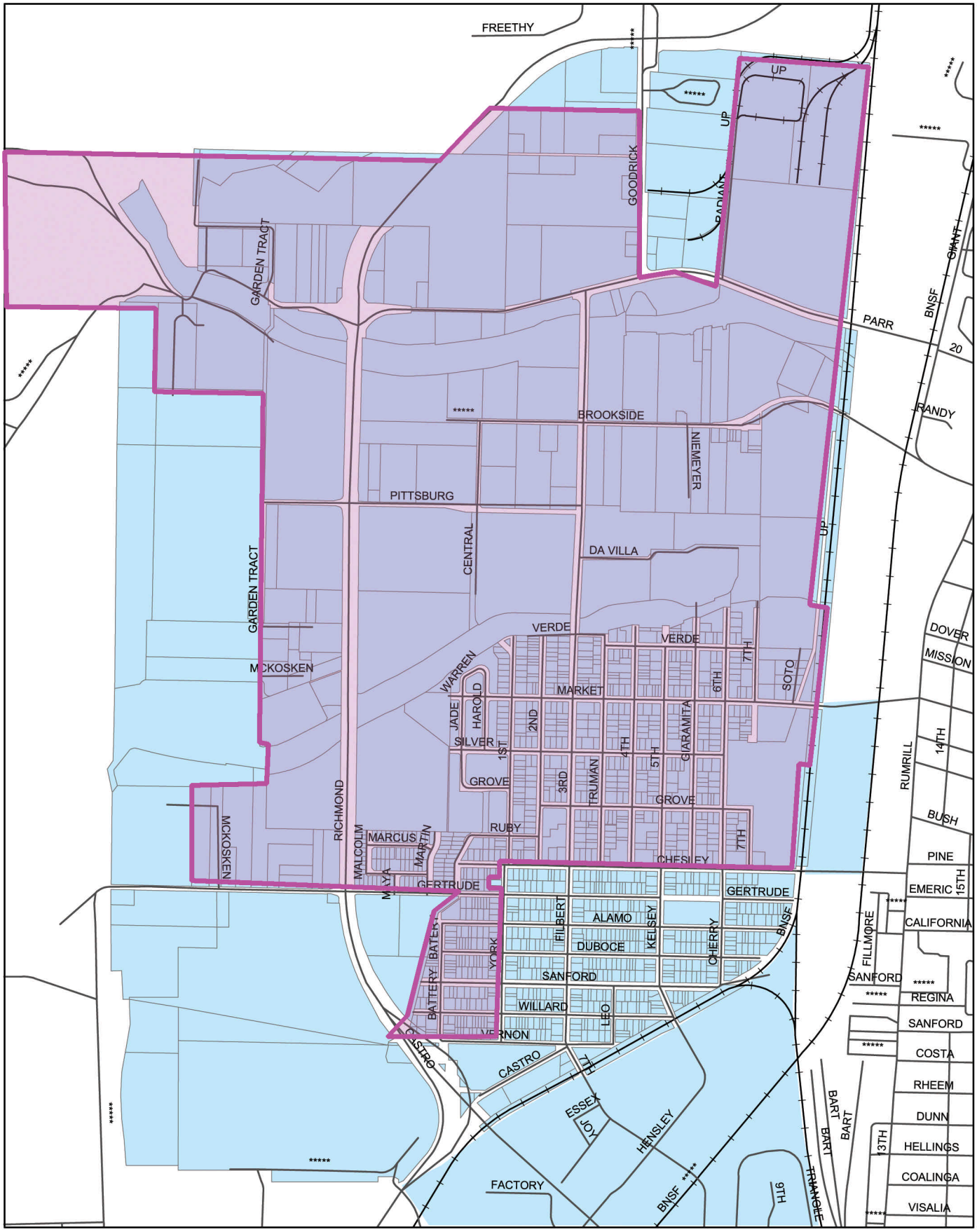
[1] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit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

Attachment 4

North Richmond Waste & Recovery Mitigation Fee Funding Area

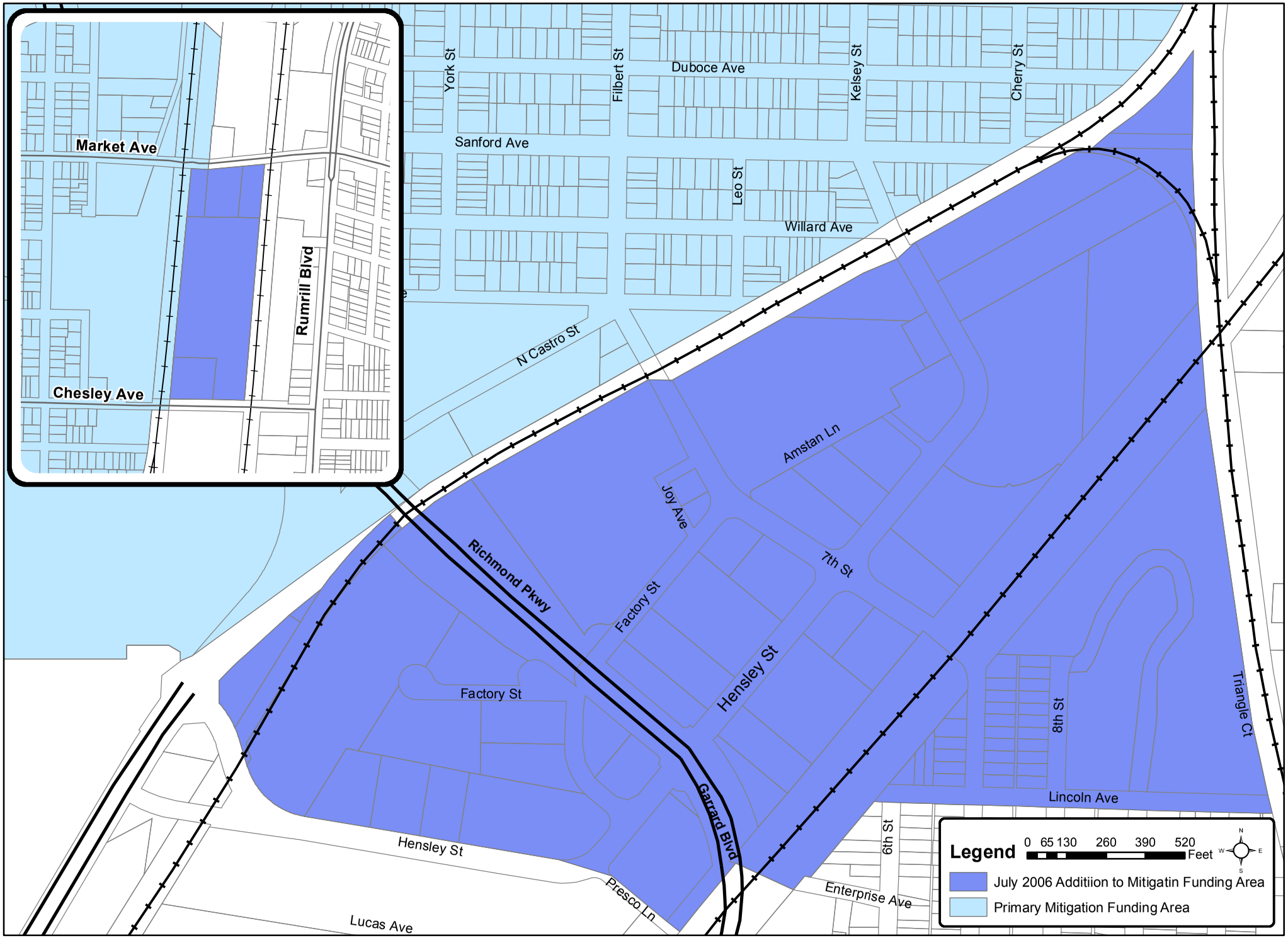
Incorporated (City)

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