



SUPPLEMENTAL MEMO

Date: July 8, 2010
To: Community Monitor Committee Members
From: Dana d'Angelo, Administrative Assistant
Subject: Supplemental Materials – CMC meeting of July 14, 2010

Attached are the following supplemental materials:

6.6 Extension of Term for Community Monitor Services (City of Livermore).

First Extension to the Agreement with ESA for Consulting Services with Environmental Science Associates – document.

Approved by:



Judy Erlandson
Public Works Manager

EXERCISE OF FIRST EXTENSION OPTION FOR PROFESSIONAL SERVICES

THIS FIRST EXTENSION, is made and entered into this ____ day of _____, 2010, by and between the Community Monitor Committee (CMC), (hereinafter referred to as "Committee or CMC"), and Environmental Science Associates (ESA), (hereinafter referred to as "Consultant").

RECITALS

On January 9, 2008, Committee and Consultant entered into an agreement for Consultant to provide professional services to Committee as shown in Exhibit 1 to the original agreement ("Agreement"). Section 4 of the Agreement contains an option to extend the Agreement for one three-year term with unanimous approval from the Committee at a Community Monitor meeting.

On December 4, 2009, Committee and Consultant amended the Agreement to: clarify the CPI escalation language for work conducted in subsequent years; specify the CPI index to be used; and remove CPI escalator fax on-demand service language, as the service has been discontinued. This was the First amendment to the Agreement.

Committee and Consultant desire to extend the Agreement for an additional term from January 1, 2011 to December 31, 2013. This is the first extension to the original Agreement.

AGREEMENT

NOW, THEREFORE, the Committee and Consultant agree that the aforementioned recitals are true and correct and further agree as follows:

1. The term of the original Agreement is extended for an additional three year term commencing January 1, 2011 and ending December 31, 2013.
2. The total compensation for work conducted in the first year of the extension period shall not exceed \$88,332 multiplied by the following Annual Escalation Factor: one plus the previous year's annual percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, for the cities of San Francisco-Oakland-San Jose, as published by the US Bureau of Labor Statistics. The total compensation for work conducted in subsequent years shall not exceed an amount determined by multiplying the previous year's not-to-exceed amount by an Annual Escalation Factor determined as described above.
3. This the final extension option allowed by section 4 of the original Agreement.

4. This extension does not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time the Services were rendered.

5. Except as amended above, the Agreement shall remain in full force and effect.

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT
Environmental Science Associates
By: _____
Gregory A. Thornton
Environmental Science Associates
Chief Financial Officer
225 Bush Street, Suite 1700
San Francisco, CA 94104
415/896-5900

Dated: _____

Federal I.D. No.

COMMUNITY MONITOR COMMITTEE
By: _____
Jeff Williams, City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Dated: _____

By: _____

Cindy McGovern, City of Pleasanton
123 Main Street
Pleasanton, CA 94566
Dated: _____

By: _____
David Tam, Northern California
Recycling Association
PO Box 22452
Oakland, CA 94609
Dated: _____

By: _____
Donna Cabanne, Sierra Club

Dated: _____

Approval of the Agreement made by
the Committee on _____, as
shown in the minutes of that meeting.

APPROVED AS TO FORM

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Jonathan Lowell
City Attorney
City of Pleasanton

Amara Morrison
Special Counsel
City of Livermore

Confirmation of City of Livermore as financial agent for the Community Monitor Committee.

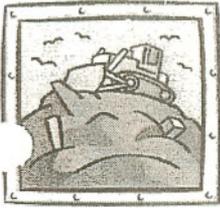
I, Linda Barton, am the City Manager of the City of Livermore. I affirm that the City of Livermore has agreed to manage funds for the Community Monitor Committee as shown in the letter agreement dated July 6, 2004, attached as Exhibit A to this Agreement.

Linda Barton, City Manager

Dated: _____

ATTACHMENTS:

Exhibit A: July 6, 2004 letter authorizing the City of Livermore to act as the financial agent for the Community Monitor Committee



COMMUNITY MONITOR COMMITTEE

Altamont Settlement Agreement

David Darlington
Chair
City of Livermore

July 6, 2004

Matt Morrison
Vice-Chair
Sierra Club

Linda Barton, City Manager
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Re: Managing Funds for the Community Monitor Committee

John Hanscom
Member
NCRA

Dear Ms. Barton:

The Community Monitor Committee requests that the City of Livermore manage the funds for the Committee.

Mark Wilson
Member
City of Pleasanton

As background, in 1999 the Community Monitor Committee was created by the Altamont Settlement Agreement. Section 5 of the Agreement sets forth the composition of the Committee; its responsibilities; and the selection, compensation, qualifications, and scope of work of the Community Monitor. There are four voting members: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; one appointed by the Northern California Recycling Association; and one appointed by the Sierra Club. The Community Monitor will be a technical expert who will monitor the Altamont Landfill and Resource Recovery Facility's (ALRRF) compliance with environmental laws and advise the Cities of Livermore and Pleasanton about environmental and technical issues relating to the operation of the ALRRF. A copy of the first page and Section 5 of the Agreement are attached for your information.

Jacque Delgadillo
Liaison

The role of the Community Monitor Committee is to hire and supervise the Community Monitor. Waste Management pays the cost of the Community Monitor, and we anticipate the amount to involve between \$50,000 to \$100,000 each year.

The Committee is not in a position to manage this amount of money directly, and therefore requests assistance from the City. Jacque Delgadillo of the Public Services Department is the staff support person for our Committee, and would be the City staff contact for this issue.

The Agreement provides that the Community Monitor provide detailed invoices for work performed and associated expenses on a monthly basis, to both the

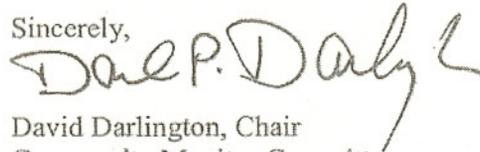
Committee and to Waste Management. Waste Management must pay these invoices to the Committee within 45 days of receipt. (Section 5.3.1) And, presumably, the Committee then pays the Community Monitor. The Committee may also be receiving monies from Waste Management as reimbursement for its own reasonable overhead business expenses, as authorized by Section 5.3.2. It is the financial management of these transactions that the Committee is requesting.

After discussion with a representative of your Finance Department, we understand that a Community Monitor Committee account could be established in the City's Fund 910 ("Agency funds"). We understand that the City is not responsible for paying any interest. We also agree that the City may withdraw up to 2% per year for its costs in the financial management of the account.

The process we anticipate is that Waste Management would send funds directly to the City for the Fund 910 account. Payments from the account (either for the Community Monitor and/or for expenses of the Committee) would be paid out based on the written request and authorization from (1) the Public Services Director or the City staff liaison person and (2) either the Chair or Vice-Chair of the Committee.

Would you indicate your concurrence with this proposal by signing below and returning a copy of this letter to us for our records?

Sincerely,



David Darlington, Chair
Community Monitor Committee
(Based upon Committee vote taken May 25, 2004)

Attachment:

Excerpts from Altamont Settlement Agreement: pages 1, 2, and 7-12.

The City of Livermore is willing to undertake the financial management for the Community Monitor Committee as described in this letter.



Linda Barton, City Manager

7-12-04

Date

cc: Monica Potter, Finance Director, City of Livermore
Dan McIntyre, Public Services Director
Evan Levy, Financial Services Manager, City of Livermore
Judith A. Robbins, Special Counsel, City Attorney's Office
Ken Lewis, District Manager, Altamont Landfill and Resource Recovery Facility