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BOARD OF DIRECTORS REGULAR MEETING

AGENDA

DECEMBER 8, 2022 – 3:00 P.M.

Teleconference/Public Participation Information

This meeting will be held *exclusively* via teleconference participation of a quorum of Board members in locations not open to the public in compliance with Assembly Bill (“AB”) 361 (Rivas, Chapter 165, Statutes of 2021) and its amendments to California Public Resources Code Section 54953(e), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. This meeting is being held during a proclaimed state of emergency, and state and local officials have imposed or recommended measures to promote social distancing, while allowing the public to observe and address the Board.

For this meeting, there will be no physical location from which members of the public may observe the meeting. Instead:

- Members of the public are welcome to submit written comments via email to the Board Secretary at Authority@RecycleSmart.org prior or during the time for public comment at the meeting. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.
- Members of the public are also welcome to observe and address the Board telephonically, at the appropriate time for public comment during the meeting, following these instructions:

Link to join Webinar: <https://us02web.zoom.us/j/85332589396>

Or iPhone one-tap: 1-669-900-6833 or 1-408-638-0968

Webinar ID: 853 3258 9396

During the meeting, the Chair will call for public comment. If you wish to address the Board, please so indicate at that time and the Chair will add you to the speaker list and call your name when it is your turn.

Note: To improve everyone’s opportunity to participate, please mute your computer or phone until you are called to speak.

In accordance with the Americans with Disabilities Act, California Law, and the Governor's Executive Orders, it is the policy of the Central Contra Costa Solid Waste Authority to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. Any individual with a disability may request reasonable modifications or accommodations so that they may observe and address the Board at this teleconference meeting. If you are disabled and require special accommodations to participate, please contact the Board Secretary at least 48 hours in advance of the meeting at Authority@RecycleSmart.org with the following information: name, phone number, email, and type of assistance requested.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

When addressing the Board, please state your name, company and/or address for the record. There is a three-minute limit to present your information. (The Board Chair may direct questions to any member of the audience as appropriate at any time during the meeting.)

3. WELCOME NEW EMPLOYEE, MARY (GRACE) COMAS, SENIOR ACCOUNTANT

4. CONSENT ITEMS

All items listed in the Consent Calendar may be acted upon in one motion. However, any item may be removed from the Consent Calendar by request by a member of the Board, public, or staff, and considered separately.

- a. Approve Minutes of the CCCSWA Board Meeting on October 27, 2022*
- b. Approve Minutes of the CCCSWA Board Meeting on November 16, 2022*
- c. Approve 2023 CCCSWA Board of Directors Meeting Schedule*
- d. Adopt Resolution 2022-15, approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361*

5. PRESENTATIONS

- a. Solid Waste Collection Rates for Rate Year 9
Erik Nylund, Crowe LLP

6. ACTION ITEMS

- a. Second Amendment to Republic Services Franchise Agreement*
Approve the Second Amendment to Agreement Between Central Contra Costa Solid Waste Authority and Allied Waste Systems, Inc. for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services.

- b. Amendment to Contract with HF&H Consultants for Interim Executive Director Services*
 Authorize the CCCSWA Board Chair to enter an Amendment to the Professional Services Agreement with HF&H Consultants, LLC to provide Executive Director transition services.

- c. SB 1383 Memo of Understanding (MOU) with County, and First Reading of Ordinance 22-1, Amending Ordinance 16-1—Administrative Citations and Other Remedies*
 - 1. Approve an MOU with the County of Contra Costa, including accepting \$60,000 in one-time SB 1383 Local Assistance Grant Program funds from the County, and
 - 2. Introduction and First Reading of Ordinance 22-1, amending Ordinance 16-1, Administrative Citations and Other Remedies: waive full reading thereof; schedule second reading/adoption of the Ordinance at the next regular Board meeting on January 26, 2023; and direct agency legal counsel to prepare a summary for publication as required by law.

7. INFORMATION ITEMS

These reports are provided for information only. No Board action is required.

- a. Executive Director’s Monthly Report*
- b. Future Agenda Items*

8. FAREWELL TO BOARD MEMBERS KAREN MITCHOFF AND AMY WORTH

- a. Adopt Proclamation for CCCSWA Board Member Karen Mitchoff*
- b. Adopt Proclamation for CCCSWA Board Member Amy Worth*

9. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

10. ADJOURNMENT

**Corresponding Agenda Report or Attachment is included in this Board packet.*

<u>ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA</u>
Persons wishing to speak on PUBLIC HEARINGS and OTHER MATTERS listed on the agenda will be heard when the Chair calls for comments from the audience, except on public hearing items previously heard and closed to public comment. The Chair may specify the number of minutes each person will be permitted to speak based on the number of persons wishing to speak and the time available. After the public has commented, the item is closed to further public comment and brought to the Board for discussion and action. There is no further comment permitted from the audience unless invited by the Board.
<u>ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA</u>
In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to RecycleSmart Board Secretary at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.
<u>AMERICANS WITH DISABILITIES ACT</u>
In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority dba RecycleSmart to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact RecycleSmart Board Secretary at least 48 hours in advance of the meeting at (925) 906-1801.

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON OCTOBER 27, 2022**

The Regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened exclusively via teleconference participation of a quorum of Board Members in locations not open to the public in compliance with Assembly Bill ("AB") 361 (Rivas, Chapter 165, Statutes of 2021) and its amendments to California Public Resources Code Section 54953(e), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. The meeting was held during a proclaimed state of emergency, and state and local officials had imposed or recommended measures to promote social distancing while allowing the public to observe and address the Board after submitting written comments via email to the Board Secretary at Authority@RecycleSmart.org prior to or during the time for public comment at the meeting.

Chair Renata Sos called the meeting to order at 3:00 P.M. on October 27, 2022.

PRESENT: Board Members: Candace Andersen
Newell Arnerich
Gina Dawson
Matt Francois
Inga Miller, Vice Chair
Karen Mitchoff
Renee Morgan
Teresa Onoda
Cindy Silva
Renata Sos, Chair
Amy Worth

ABSENT: Board Member: Teresa Gerringer

Staff members present via teleconference: Rob Hilton, Interim Executive Director; Janna McKay, Board Secretary; Brett Jones, Interim Finance Manager; Judith Silver, Senior Program Manager; Jennifer Faught, Contract Compliance Specialist; Ashley Louisiana, Program Manager; and Deborah L. Miller, CCCSWA Counsel.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Board Member Onoda led the Pledge of Allegiance.

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

DAVID RODRIGUEZ, Business Representative for Teamsters Local 315, representing the solid waste drivers employed at Republic Services, spoke to the service complaints from the community and noted the comments that the delays had been related to COVID. He explained that staffing had been increased and given the continued complaints with service, he suggested the issue was more related to equipment and the lack of equipment to service the accounts.

Mr. Rodriguez asked what RecycleSmart was doing to hold Republic Services accountable for not having equipment available for use by the members given that oftentimes five to ten drivers had to wait for a truck to be made available for service, which delayed routes and which trickled down to where drivers were having to work on Saturdays to catch up with the schedule.

3. CONSENT ITEMS

- a. Approve Minutes of the CCCSWA Board Meeting on September 22, 2022
- b. Approve Minutes of the CCCSWA Special Board Meeting on October 6, 2022
- c. Adopt Resolution 2022-12, Approving Continued Use of Teleconferencing for the Meetings of all CCCSWA Legislative Bodies Under Assembly Bill 361
- d. Approve Memorandum of Understanding with City of Walnut Creek to Receive SB 1383 Grant Funds
- e. Adopt Resolution 2022-13, Authorizing the Executive Director to Submit Application(s) for all CalRecycle Grants for which the CCCSWA was Eligible

No written comments were submitted, or oral comments made, by any member of the public.

MOTION by Board Member Silva to approve Consent Items a, b, c, d, and e, as submitted. SECOND by Board Member Andersen.

MOTION PASSED unanimously by a Roll Call vote.

4. ACTION ITEMS

- a. Employment Agreement for New Executive Director and Amendment to CCCSWA Salary Schedule
Authorize the CCCSWA Board Chair to execute an Employment Agreement with David Krueger to serve as the Agency's Executive Director beginning January 3, 2023 and approve a conforming amendment to CCCSWA's salary schedule.

Chair Sos welcomed David Krueger as the Board's overwhelming and enthusiastic selection to be the new Executive Director, who had been selected after a rigorous search of a host of highly-qualified and experienced candidates, and who had distinguished himself among those candidates. She advised that he would start employment on January 3, 2023.

David Krueger commented that he had long admired RecycleSmart and was honored to have the opportunity to work with the Authority.

DAVID BROCKBANK, Contra Costa County, welcomed Mr. Krueger back to the County.

TIM ARGENTI, Republic Services, also welcomed Mr. Krueger back to the County.

Board Member Worth thanked the Chair for her leadership in the recruitment process.

Legal Counsel Miller advised that consistent with Government Code Section 54953(C)(3) which specifies that prior to taking final action the legislative body shall orally report a summary of a recommendation for final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits to a local agency executive during the open meeting in which the final action was to be taken.

Ms. Miller reported that the annual salary for the Executive Director was \$220,000, reflected at about \$106 an hour, salary increases were not automatic, salary increases were not expected to exceed three percent per year, the first salary increase would be considered July 1, 2024, there was a severance provision equal to three months' salary if the Board elected to terminate the Employment Agreement for no cause prior to the conclusion of the three-year term, the Authority would make an annual contribution of \$1,750 to the Executive Director's 401(a) Plan, the Executive Director would be entitled to accrue 240 hours of general leave, 24 hours of special paid time off, and 40 hours of administrative leave per year, and the Executive Director was otherwise entitled to all standard benefits offered to all full-time employees of the Authority including retirement benefits and medical benefits.

MOTION by Board Member Arnerich to authorize the CCCSWA Board Chair to execute an Employment Agreement with David Krueger to serve as the Agency's Executive Director beginning January 3, 2023, and approve a conforming amendment to CCCSWA's salary schedule. SECOND by Board Member Morgan.

MOTION PASSED unanimously by a Roll Call vote.

Chair Sos thanked the Ad Hoc Search Committee and all those involved in the recruitment process.

- b. Rate Year (RY) 9 Special Adjustment and Republic Services Extension Terms
 - 1. Approve the proposed RY 9 special adjustment amount of \$1,901,937 in additional costs.
 - 2. Direct staff to prepare a contract amendment memorializing the extension of the Republic Services Franchise Agreement, the RY 9 Special Adjustment, and the Performance-Contingent Special Adjustments for RY 10 through 12.

Chair Sos explained that the Board had been engaged with Republic Services in three work streams parallel and entwined to improve collection performance and reliability for ratepayers; analyzing, auditing and negotiating Republic's special rate request for Rate Year 9 and establishing a starting point for the rate setting by each member agency; and agreeing on the terms for a two-year extension of the Franchise Agreement with Republic.

Interim Executive Director Rob Hilton stated that staff had been working tirelessly with the Republic team which had requested an additional \$8 million annually in compensation related to the seven items identified in the staff report dated October 27, 2022.

Mr. Hilton reported the proposal would be to break the rate adjustment into three pieces. In RY 9, approximately \$1.9 million in costs associated with eligible items under the agreement included the Walnut Creek Bridge, COVID leave, and rates allowed in the agreement but not previously adopted by the Board. The remainder of the \$8 million request would be set aside and he noted that Republic had conditionally agreed to withdraw the remainder of that request.

As to what Republic would require over the next year to improve the service quality and where compensation could occur, Mr. Hilton identified a number of things included in the staff report dated October 27, 2022 and noted that those items were not eligible under the contract. Some of those items could be considered in RY 10 conditioned upon improved performance under defined criterion. In addition, Republic would add those items under RY 9 as value items to RecycleSmart that they were not contractually obligated to do such as reporting for CalRecycle, management of customer databases and information systems through the Recyclist system, getting compliance for customers for building projects in the communities, for CalGreen and making sure that construction and demolition recycling was happening at their facilities, and adding a Recycling Coordinator to support larger businesses and multifamily with compliance in the service area.

Mr. Hilton explained that those things would be done in RY 9 and if the service quality improved to those established standards, an additional \$1.9 million would be allowed for RY 10, and if those service levels were sustained another \$1.9 million would be provided in compensation for RY 11. That revenue would be associated with the Settlement Agreement with Republic given that the settlement related to the West Contra Costa Compost Facility wherein Republic had agreed to transfer the material to its forward composting facility in Stockton at Republic's own cost. He explained that Republic had done that for the term of the agreement at a cost of approximately \$2 million annually.

Mr. Hilton explained that was the high-level frame of the negotiations and overall, by doing things this way RecycleSmart would save \$15 million for ratepayers over the remaining term of the agreement. In total, there would be an economic benefit to RecycleSmart and the ratepayers and there would be a significant incentive to Republic to improve and sustain performance. All of the details of the proposed terms had been listed in the staff report.

Board Member Silva also asked about the \$312,000 in miscellaneous service rates, and Mr. Hilton stated that the ability to charge for those services had been authorized in the agreement, although the Board had never established a dollar amount for each. These are items that Republic had brought to RecycleSmart in 2020, which had been considered but which had ultimately not been adopted by the Board. The effect of that amount on the rate had been detailed in Attachment A to the staff report.

TONY MANCINI, Republic Services, thanked the Board and staff for allowing Republic to have a good constructive dialogue over the past several months and looked forward to a great future with RecycleSmart. He explained that right now Republic was starting to make investments and some of those were coming to fruition in that in the past few weeks there were strong indicators that the service was getting much better. He appreciated the time to address the issues and supported the proposal.

Board Member Arnerich thanked Mr. Hilton for all his work, suggested that the work that had been done would help solve the problems and put everyone in a better position to provide the highest level of service.

Board Member Morgan thanked Republic for owning up to the issue and for negotiating a palatable agreement that had given RecycleSmart the opportunity to have an open dialogue and to look forward to the future.

Chair Sos supported the laser focus on the service issues, which had driven the negotiations and she hoped the ratepayers would benefit at a fair cost and a significant cost savings in the long run. She thanked Mr. Hilton for thinking outside the box.

MOTION by Board Member Arnerich to approve the proposed RY 9 special adjustment amount of \$1,901,937 in additional costs; and directed staff to prepare a contract amendment memorializing the extension of the Republic Services Franchise Agreement, the RY 9 special adjustment, and the performance-contingent special adjustments for RY 10 through 12. SECOND by Board Member Morgan.

MOTION PASSED unanimously by a Roll Call vote.

5. PRESENTATIONS

- a. 2022 Final Legislative Update
Nick Lapis and Nicole Kurian, Californians Against Waste

Nicole Kurian, Legislative Director at Californians Against Waste (CAW), presented the Legislative Update and reported that SB 54, a comprehensive plastic and packaging bill had been supported by RecycleSmart and had been passed and signed by Governor Newsom.

Among other components, SB 54 establishes a producer responsibility organization made up of all the plastic producers of the products that fall under the jurisdiction of the bill. The producers must submit a plan to CalRecycle, pay the cost of implementation and enforcement of the bill, assess a fee on themselves, and pay \$500 million a year over 10 years for mitigation and clean-up of plastic pollution, subject to an advisory board among other requirements. She added that extended producer responsibility was the theme of many bills passed this year.

With respect to other bills, SB 1046, sponsored by CAW, bans plastic produce bags as of January 1, 2025, and under the bill the only bags that will be allowed must be compostable, recyclable or reusable. AB 1953, also sponsored by CAW, would have mandated water refill stations in public areas specifically at transit stations and publicly owned buildings but did not pass. AB 2638 did pass, and mandates water refill stations in new build and retrofits in schools. SB 1255 was a grant program for dishwashers in schools that RecycleSmart had supported, but that bill was vetoed by the Governor.

Ms. Kurian described other bills tracked by CAW related to recycling markets; AB 2784 would have required thermoform plastic containers to include specified amounts of post-consumer thermoform plastic, and while it passed, it was vetoed by the Governor. AB 2779 added canned

wine and spirits to the Bottle Bill but the bill died in the beginning of session, and partly because of that, SB 1013 had been introduced later and had added all wine and spirits to the Bottle Bill. The bill passed and was signed by the Governor in what she described as the biggest expansion in the Bottle Bill in more than 30 years.

As to hazardous waste bills, SB 1256 would have prohibited the sale of one pound single-use propane canisters because refillable options were more widely available now, but that bill had been vetoed by the Governor. AB 1690 covered tobacco waste and prohibited the sale of single-use vapes, cigarette filters and plastic cigar filters, but died. It was reintroduced later on a very small scale with AB 1894, prohibiting the sale of cannabis cartridges and integrated cannabis vaporizer packages unless labeling themselves as hazardous waste. The bill was signed by the Governor.

For battery bills, SB 1215 added battery products to the Electronics Recycling Act of 2003, and established a disposal fee for those types of products. AB 2440 established a manufacturer run stewardship program for alkaline and rechargeable batteries and required retail chains that sold the batteries to provide free collection.

Ms. Kurian reported with respect to the downstream reduction of plastics that AB 2026 had addressed e-commerce packaging and required the reduction of single-use packaging (bubble mailers and peanuts) although the bill did not pass this year.

AB 1985 phases in the procurement requirements under SB 1383 to allow more time for local developments to develop their compost markets. That bill passed and was signed by the Governor.

Board Member Worth noted the confusion related to the disposal of batteries and asked whether all stores that sold batteries were required to dispose of them. She also asked about the timeline involved. She wanted to make sure that RecycleSmart's next outreach and brochure would be updated with the additional information about batteries.

In response, Nick Lapis, CAW, stated he would have to provide a specific timeline later given that there would be a three to four-year build in for implementation because manufacturers were required to fund the retail collection and report to CalRecycle to form a stewardship entity and have the plans approved by that entity, which would fund the collection. As far as scope, every retailer that sold batteries that had five or more locations such as grocery stores, drug stores, gas stations and the like would have to conform to the legislation.

From the RecycleSmart staff standpoint, it was noted that the Battery Recycling Program could be highlighted but one of the biggest problems with batteries was that people put them into the recycling container and not on top of the recycling container, which causes fires at the recycling facilities.

Chair Sos asked about the top items for the next session that would affect the solid waste industry, to which Ms. Kurian and Mr. Lapis referred to bills to address plastics and right-to-repair legislation, and a few other things that had been left over from previous years. Mr. Lapis added that many of the bills passed had been passed on to the regulatory agencies; with respect to SB 54, the involvement of local agencies in the implementation would be very important.

6. INFORMATION ITEMS

Reports were provided for information only and no Board action was required.

a. Executive Director's Monthly Report

Mr. Hilton stated that a Senior Accountant candidate had been hired and Mary Grace Comas, an accountant at the City of Martinez, would be starting work on December 5, 2022, which was when the audit would start. He explained that Brett Jones and his team had agreed to onboard the new Senior Accountant. She had been brought in at step B of the new Senior Accountant salary scale approved by the Personnel Committee, which resulted in a \$60,000 savings from the previous Finance Manager position.

Mr. Hilton stated the Diversion Report for 2021 was good news. Disposal was decreasing by 4 percent and diversion was increasing by 12 percent and over and had gone from a 63 to 65 percent diversion equivalent for the service area. He added that staff had been working on a presentation to update the diversion program, which would be placed on the February 2023 agenda.

Mr. Hilton also reported that the route reviews subject to the contract awarded at the last meeting would start the week of November 7, 2022 and he had been communicating with the member agencies and others about the reviews. The field team would be dressed appropriately to stand out and the effort was to educate people about the proper way to sort material.

He added that Mt. Diablo Recycling (MDR) had invited everyone to their facility for a tour and given that they were a RecycleSmart contractor they had to be mindful of Brown Act rules. As such, anyone touring MDR would have to let Janna McKay know to avoid Brown Act issues.

Board Member Morgan asked that the invite to MDR's field trip be resent to members of the Board.

b. Communications to the Authority

c. Future Agenda Items

Chair Sos advised that the next meeting of the Board had been scheduled for November 16, 2022 at 11:00 A.M. for the purpose of continuing the emergency that allowed teleconferenced meetings.

7. ADJOURNMENT

The Board adjourned at 4:09 P.M. to the meeting scheduled for Wednesday, November 16, 2022 at 11:00 A.M.

Respectfully submitted by:

Janna McKay, Executive Assistant/
Secretary to the Board of the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON NOVEMBER 16, 2022**

The Special Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened exclusively via teleconference participation of a quorum of Board Members in locations not open to the public in compliance with Assembly Bill ("AB") 361 (Rivas, Chapter 165, Statutes of 2021) and its amendments to California Public Resources Code Section 54953(e), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. The meeting was held during a proclaimed state of emergency, and state and local officials had imposed or recommended measures to promote social distancing while allowing the public to observe and address the Board after submitting written comments via email to the Board Secretary at Authority@RecycleSmart.org prior to or during the time for public comment at the meeting.

Chair Renata Sos called the meeting to order at 11:00 A.M. on November 16, 2022.

PRESENT: Board Members: Newell Arnerich
Matt Francois
Teresa Gerringer
Inga Miller, Vice Chair
Karen Mitchoff
Renee Morgan
Teresa Onoda*
Renata Sos, Chair
Amy Worth
*Arrived after Roll Call

ABSENT: Board Members: Candace Andersen
Gina Dawson
Cindy Silva

Staff members present via teleconference: Janna McKay, Board Secretary and Deborah L. Miller, CCCSWA Counsel.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Board Member Miller led the Pledge of Allegiance.

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

DAVID RODRIGUEZ, Business Representative for Teamsters Local 315, representing some of the solid waste drivers employed at Republic Services, noted he had asked the Board at its last meeting to pass on any information in regards to Article VIII Standard of Performance, Section 8.4 Vehicle Requirements, where the contractor shall provide a collection of vehicles sufficient in number and capacity to officially perform the work required by the agreement.

Mr. Rodriguez also referred to a recent situation in Rossmoor where a Republic driver, who had no prior accidents, had been involved in an incident with a resident who had walked behind the vehicle, and while that resident was okay, he urged that steps be taken to address those kinds of safety situations where residents who might have trouble seeing or hearing the trucks be reminded of the danger involved. He recommended signs, cameras or some other system to warn residents and drivers alike.

Chair Sos advised that RecycleSmart staff met regularly with Republic Services staff and that information would be shared.

Board Member Francois explained that Board Member Silva was the Walnut Creek City Council liaison to Rossmoor and he would make sure that she was aware of that situation and the need to warn residents to be careful of Republic vehicles.

3. CONSENT ITEMS

- a. Adopt Resolution No. 2022-14 Approving Continued Use of Teleconferencing for the Meetings of all CCCSWA Legislative Bodies Under Assembly Bill 361

No written comments were submitted, or oral comments made, by any member of the public.

MOTION by Board Member Worth to approve Consent Item a, as submitted. SECOND by Board Member Mitchoff.

MOTION PASSED unanimously by a Roll Call vote.

4. INFORMATION ITEMS

- a. Future Agenda Items

Chair Sos advised that the next Board meeting had been scheduled for December 8, 2022.

5. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

There were no Board communications or announcements.

6. ADJOURNMENT

The Board adjourned at 11:08 A.M. to the meeting scheduled for Thursday, December 8, 2022 at 3:00 P.M.

Respectfully submitted by:

Janna McKay, Executive Assistant/
Secretary to the Board of the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: JANNA MCKAY, SECRETARY TO THE BOARD
DATE: DECEMBER 8, 2022
SUBJECT: 2023 CCCSWA BOARD OF DIRECTORS MEETING SCHEDULE

SUMMARY

The Board has agreed to meet the **Fourth Thursday** of each scheduled month below, except for December's Board meeting which will occur the second Thursday of that month. Please note: the January and February meetings will be teleconferenced. Beginning March 2023, all Board meetings will be back in-person, unless otherwise noted. Meetings will be held at Walnut Creek City Hall, 1666 North Main Street, Walnut Creek. All meetings will begin at 3:00 p.m.

2023 dates are:

- January 26
- February 23
- March 23
- April 27
- May 25
- June 22
- July 27
- August – no meeting
- September 28
- October 26
- November – no meeting
- December 14 – second Thursday



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: ROB HILTON, INTERIM EXECUTIVE DIRECTOR
DEBORAH MILLER, LEGAL COUNSEL
DATE: DECEMBER 8, 2022

SUBJECT: CONSIDER CONTINUED USE OF TELECONFERENCING FOR THE MEETINGS OF ALL CCCSWA LEGISLATIVE BODIES UNDER ASSEMBLY BILL 361

SUMMARY

Based on proclaimed state of emergency, and guidance from the Contra Costa County Health office, consider and adopt resolution approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361.

RECOMMENDED ACTION

1. Adopt Resolution 2022-15, approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361.

DISCUSSION

On March 4, 2020, Governor Newsom proclaimed a state of emergency in California in connection with the Coronavirus Disease 2019 (“COVID-19”) pandemic.

State and local officials have imposed or recommended measures to promote social distancing. For example, the Health Officer for Contra Costa County published “Recommendations for Safely Holding Public Meetings” on September 20, 2021. The Health Officer updated its recommendations on June 14, 2022, August 9, 2022, September 1, 2022 and October 4, 2022. The Health Officer encourages online meetings, where practical, as online meetings “present the lowest risk of transmission”, which the Health Office notes is particularly important when community prevalence rates are high and given the County’s current trends in case rate, test positivity, hospitalizations, and waste water surveillance, and high community transmission.

<https://cchealth.org/covid19/pdf/recommendations-for-safe-public-meetings.pdf>

On September 16, 2021, the Governor signed Assembly Bill (“AB”) 361, a bill that amends the Brown Act to allow local public agencies to continue to meet by teleconferencing during a state of emergency without complying with restrictions in the Brown Act that would otherwise apply. AB 361 contains several requirements in order to continue the use of remote meetings. The key provisions include:

- There must be a state of emergency declared under the California Emergency Services Act. This effectively means the Governor must have declared the emergency.
- During that state of emergency, either (i) state or local officials must have imposed or recommended measures to promote social distancing; or (ii) the local legislative body must determine that meeting in person would present an imminent risk to the health or safety of attendees.
- The local legislative body must reconsider the factors above at least every 30 days, and adopt specified findings that the facts relied upon still exist.

Attached for the Board’s consideration is a resolution making the necessary findings under AB 361. The resolution is drafted to make the action taken by the CCCSWA Board applicable to all of the CCCSWA’s legislative bodies as defined by the Brown Act, which includes the Board’s standing committees. If the CCCSWA Board adopts the recommended resolution, the standing committees will not be required to make their own findings.

The CCCSWA Board last considered and adopted a resolution under AB 361 on November 16, 2022. AB 361 requires the CCCSWA Board to regularly reconsider the findings in the proposed resolution. Staff plan to include an item on the consent calendar of each Board meeting to allow the Board to consider and adopt (and/or update) the findings in the resolution for as long as the Governor’s proclaimed state of emergency related to the COVID-19 pandemic remains in effect and state and local officials continue to recommend or require measures to promote social distancing.

ATTACHMENT

- A. Resolution 2022-15, Continued Use of Teleconference for the Meetings of all CCCSWA Legislative Bodies under AB 361

RESOLUTION NO. 2022-15

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
CONTINUED USE OF TELECONFERENCING FOR THE MEETINGS OF ALL
CCCSWA LEGISLATIVE BODIES UNDER ASSEMBLY BILL 361**

WHEREAS, The Central Contra Costa Solid Waste Authority (“CCCSWA”) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, On March 4, 2020, the Governor of the State of California proclaimed a state of emergency under the State Emergency Services Act in connection with the Coronavirus Disease 2019 (“COVID-19”) pandemic, and that state of emergency remains in effect; and

WHEREAS, State and local officials have imposed or recommended measures to promote social distancing. For example, on September 20, 2021, the Health Officer for Contra Costa County published “Recommendations for Safely Holding Public Meetings.” The Health Officer updated its recommendations on June 14, 2022, August 9, 2022, September 1, 2022, and October 4, 2022. The Health Officer encourages online meetings, where practical, as online meetings “present the lowest risk of transmission”, which the Health Office notes is particularly important when community prevalence rates are high and given the County’s current trends in case rate, test positivity, hospitalizations, and waste water surveillance, and high community transmission; and

WHEREAS, On September 16, 2021, the Governor signed Assembly Bill (“AB”) 361 (Rivas, Chapter 165, Statutes of 2021), a bill that amends the Brown Act to allow local public agencies to continue to meet by teleconferencing technology during a state of emergency without complying with restrictions in the Brown Act that would otherwise apply, subject to certain conditions, which must be reconsidered every 30 days; and

WHEREAS, The CCCSWA Board of Directors and its legislative bodies have met remotely during the COVID-19 pandemic and, so long as the state of emergency continues, can continue to do so in a manner that allows public participation and transparency while minimizing health risks to members, staff, and the public that would be present with in-person meetings; now, therefore, be it

RESOLVED, On behalf of all legislative bodies of the CCCSWA, the CCCSWA Board of Directors finds as follows:

1. As described above, as of the date of this meeting, the Governor’s proclaimed state of emergency remains in effect; and
2. As described above, as of the date of this meeting, State and local officials recommend measures to promote physical distancing and other social distancing measures; and, be it

FURTHER RESOLVED, For the reasons described above, the CCCSWA Board of Directors finds that for at least the next 30 days it is necessary for all legislative bodies of the CCCSWA to continue meeting exclusively by teleconferencing technology to promote public health and safety; and, be it

FURTHER RESOLVED, That the CCCSWA Board of Directors will review and reconsider the findings made herein at a meeting of the Board within the next 30 days, or if the Board does not meet within the next 30 days, at the next earliest meeting of the Board; and, be it

FURTHER RESOLVED, That the CCCSWA Board of Directors' findings contained herein are made on behalf of and shall apply to all legislative bodies of the CCCSWA.

PASSED AND ADOPTED by the CCCSWA Board of Directors this ____ day of _____, 2022, by the following vote:

AYES:	Members:	_____
NOES:	Members:	_____
ABSTAIN:	Members:	_____
ABSENT:	Members:	_____

Renata Sos, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

Janna E. McKay, Secretary of the Board
for the Central Contra Costa Solid Waste
Authority, County of Contra Costa, State
of California

Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority
County of Contra Costa, State of California



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: ROB HILTON, INTERIM EXECUTIVE DIRECTOR
DATE: DECEMBER 8, 2022
SUBJECT: SECOND AMENDMENT TO REPUBLIC SERVICES FRANCHISE AGREEMENT

SUMMARY

At the October 2022 Board Meeting, the Board approved the Rate Year 9 (RY 9) special rate adjustment and directed staff to prepare an amendment to the Franchise Agreement with Republic Services to document the resolution of the special rate requests and contract extension, pursuant to a term sheet approved by the Board. That amendment is presented as Attachment A to this report and is consistent with the terms approved by the Board at the October meeting and has been agreed upon by both staff and Republic.

Republic initially presented a Rate Year 9 (RY 9) special rate request for \$8,018,397 per year in additional costs. Staff and Republic have negotiated a reduction in that amount and a spreading of the costs over three years: \$1,901,937 would be allowed for RY 9; \$1,915,511 in RY 10; and, \$1,986,829 in RY 11. In addition, the special rate adjustment amounts associated with RY 10, RY 11, and RY 12 would be conditioned on Republic's demonstrated improvement in service quality. That service quality contingency is described below.

Staff recommends entering into this amendment in order to resolve the outstanding claims from Republic, extend the contract on favorable terms to the Authority, and create meaningful incentives for Republic to improve collection quality and reliability for the benefit of our ratepayers.

RECOMMENDED ACTION

1. Approve the Second Amendment to Agreement Between Central Contra Costa Solid Waste Authority and Allied Waste Systems, Inc. for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (Attachment A).

DISCUSSION

The amendment presented for consideration by the Board today (Attachment A) was drafted by Authority legal counsel to reflect the term sheet approved by the Board at the October 2022 Board meeting. The staff report from the October 2022 meeting, including the proposed terms for extension and special review information, is presented as Attachment B. All dollar amounts and other provisions of the proposed amendment are consistent with those approved terms. The only matter that was left open at the October 2022 Board meeting related to the measures that would be used to determine if

service quality had improved adequately.

Performance Metrics

Staff and Republic have agreed to use “customer-reported missed pick-ups”, or “MPUs”, as the primary focus of the contingency. This is a common metric of performance in the industry and is one of the primary internal metrics for performance for Republic. Staff and Republic have reviewed historic reports to understand the level of MPUs that typically occurred in 2018/2019 when service quality was understood to be good. Republic modified the way that MPUs are counted in April 2018, so the May 2018 through December 2019 period was considered in order to be comparable to the current methodology. This was compared to the most recent 20-month period to understand the comparative difference between high performing and lower performing periods.

Year	Month	MPUs	Year	Month	MPUs
2018	May	1,251	2021	February	1,214
	June	1,461		March	1,483
	July	1,163		April	2,128
	August	1,684		May	2,296
	September	1,321		June	1,968
	October	1,713		July	2,248
	November	1,658		August	2,653
	December	1,783		September	2,547
2019	January	1,574		October	2,257
	February	976		November	1,943
	March	1,200		December	1,468
	April	1,582		2022	January
	May	1,408	February		1,362
	June	1,125	March		1,486
	July	1,172	April		1,315
	August	1,591	May		1,818
	September	1,821	June		2,215
	October	1,816	July		1,873
	November	1,956	August		2,038
	December	1,390	September		2,108
Monthly Average		1,482	Monthly Average		1,896

Based on this analysis, staff believes that a monthly average of less than 1,500 MPUs should be the standard for Republic to earn the RY 10 and RY 11 special adjustments as well as to keep the RY 11 special adjustment in RY 12. While they agree with the 1,500 MPU standard over longer periods of time, Republic is concerned that it may be difficult to achieve that standard during the first January-August interval because of seasonal variations in the data related to when leave allowances are refreshed. As such, the proposed amendment allows Republic to submit the RY 10 application as long as MPUs are below 1,750 for the period from January 1 until July 31, 2023; however, the performance must improve to an average of 1,500 MPUs for calendar year 2023 in order for Republic to implement the March 2024 special adjustment.

The amendment also considers secondary indicators of: 1) open routes; and, 2) escalated calls to CCCSWA/Member Agency staff. If the performance thresholds for either of these secondary indicators is exceeded, it would permit staff to audit the MPU data more carefully or initiate a

discussion about revising the indicator. This offers a way of triangulating indicators to mitigate the risks associated with self-reporting. This information is available to the Authority upon request and the Authority has rights to audit that are provided for in the current franchise agreement confirmed in the second amendment.

Transparency Related to Open Routes

In addition to the performance metrics that the special adjustments are contingent on, staff and Republic will work more closely and communicate more openly about the specific operational issues that result in service problems. This will take the form of a daily “open route” report from Republic to RecycleSmart staff. Open routes are any routes for any material type that do not get completed at the end of a service day. Routes may be “open” at the start of the day because there is not adequate personnel or equipment at the start of the day to run each route as planned. This happens from time to time in the normal course of collection operations due to excessive driver absence and/or truck maintenance issues. It can also occur mid-day because of a truck breakdown or illness of a driver mid-shift. These situations are most commonly resolved by “covering” those routes with other drivers and equipment that were able to complete their work early. These “cover” routes typically require two or more other drivers to service portions of the route and are done on overtime. When service has been poor over the past two years, that coverage has had to happen on the following day. This frequently created a cascading problem through the remainder of the week with some portion of each day’s service being delayed so that the prior day’s service could be completed. This daily reporting would allow staff to understand, day-by-day, route-by-route, what was causing the service quality issues and to work with Republic to resolve them. In exchange for providing this transparency, the amendment waives the potential liquidated damages associated with open routes.

New Push Rates

The term sheet approved by the Board at the October 2022 meeting also includes the addition of certain charges that are allowed in the text of the franchise agreement, but for which no amounts have been established. As discussed in the October 2022 meeting, these new fees are related to providing service to containers that are more than 25 feet from the nearest place that a collection truck can access. The agreed-upon rates are listed below for each distance. With the approval of this amendment, the following rates would be added to the March 1, 2023 rate schedules, which will be presented to the Board for final adoption at the January 2023 Board Meeting.

Push/Pull Service, Bin or Cart (SW, REC, FW, and ORG)	RY 9 Monthly Rate
Distance: 26’–50’	\$17.97/lift
Distance: 51’–100’	\$35.95/lift
Distance: 101’ or greater	\$53.92/lift

ATTACHMENTS

- A. Second Amendment to Agreement Between Central Contra Costa Solid Waste Authority and Allied Waste Systems, Inc. for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services
- B. RY 9 Special Adjustment and Republic Services Extension Terms, October 27, 2022 Staff Report

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
AND
ALLIED WASTE SYSTEMS, INC.
FOR FRANCHISED MATERIALS COLLECTION, TRANSFER, TRANSPORT, PROCESSING,
DIVERSION, AND DISPOSAL SERVICES**

This Second Amendment to Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the "Second Amendment") is entered into on the ____ day of December, 2022 ("Effective Date") by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority ("CCCSWA"), and Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County ("Contractor") (individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, on May 16, 2014, the Parties entered into that certain Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services for a ten year Term (through February 28, 2025); and

WHEREAS, on October 25, 2018, the Parties entered into that certain First Amendment to the Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the agreement, as amended, referred to herein as the "Agreement"); and

WHEREAS, the Agreement has a ten-year Term (from March 1, 2015 through and including February 28, 2025), but provides an option to extend the Term of the Agreement for up to twenty-four months; and

WHEREAS, on April 29, 2022, CCCSWA provided Contractor timely written notice of its intent to exercise its option to extend the Term of the Agreement twenty-four months (through and including February 28, 2027); and

WHEREAS, the Parties dispute the nature of CCCSWA's discretion to extend the term of the Agreement, and the terms and conditions for such extension; and

WHEREAS, in June 2022, Contractor submitted a request for Special Rate Adjustment ("Special Rate Request"), pursuant to which Contractor sought a special adjustment of Maximum Rates, in addition to the regular annual adjustment of Maximum Rates, for Rate Year ("RY") 9; and

WHEREAS, the Parties dispute Contractor's entitlement to and the valuation of certain of the items in the Special Rate Request; and

WHEREAS, over the prior seven months, the Parties have engaged in a meet and confer process in accordance with the requirements of the Agreement to discuss the terms and conditions for an extension of the Term of the Agreement; Contractor's entitlement to and the amount of the adjustment to Maximum Rates pursuant to the Special Rate Request; and matters related to the quality of Contractor's performance and improvements thereto; and

WHEREAS, the Parties now desire to modify and amend the Agreement as specifically set forth below in this Second Amendment, to enact the twenty-four (24) month extension of the Term; make determinations regarding Contractor's Special Rate Request, and approve certain adjustments in the Maximum Rates Contractor may charge Subscribers over the Term of the Agreement; and implement certain administrative, technological, and other changes under the Agreement to, among other things, improve the quality of Contractor's performance for the benefit of Subscribers; and

WHEREAS, the Agreement contemplates that any extension of the Term of the Agreement is conditional upon Contractor meeting two requirements related to diversion performance and overall performance, but provides CCCSWA the right to waive one or both of the conditions, in its sole discretion; and

WHEREAS, the CCCSWA Board of Directors has found and determined that waiver of the extension conditions and execution and implementation of this Second Amendment is in the best interest of the public in order to protect the public health, safety, and well-being, and has authorized execution of this Second Amendment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and for other good and valuable consideration, the Parties do hereby agree as follows:

Extension of Term

1. Section 4.1 of the Agreement is amended in its entirety to read as follows:

4.1 Term

The Term of this Agreement shall commence March 1, 2015 (Commencement Date) and continue in full force for a period of twelve (12) years, through and including February 28, 2027, unless the Agreement is terminated pursuant to Article 14.

2. Section 4.2 of the Agreement is deleted in its entirety.
3. Section 10.2.C of the Agreement is amended to delete the double asterisk in the table row for RY11 and RY12, and delete the double asterisk footnote to the table.
4. Exhibit D of the Agreement at Section 4.A is amended to replace the tables with the tables as set forth in Attachment A.

Rate Year 9

5. CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Five Hundred Eighty-Nine Thousand Nine Hundred Thirty-Seven and No/100 Dollars (\$1,589,937) effective March 1, 2023 (commencement date of RY9) ("RY9 Special Rate Adjustment").

The RY9 Special Rate Adjustment is in addition to any Cost-Based Rate Adjustment contemplated under Article 10 and Exhibit E of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY9.

The RY9 Special Rate Adjustment is not subject to the five percent (5%) cap on the annual increase in Contractor's Operating Costs (also referred to in the Agreement as Contractor's Operations Cost) provided under Section 10.1 and Exhibit E of the Agreement; Contractor's Operating Costs in RY9 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY9 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

CCCSWA approves the RY9 Special Rate Adjustment as an adjustment to Contractor's Total Cost Before Profit in RY10, RY11, and RY12. The amount of the RY9 Special Rate Adjustment in such subsequent RYs: i) shall be annually adjusted by multiplying the amount of the RY9 Special Rate Adjustment by one plus the Annual Percentage Change in the CPI-U; ii) shall be in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement; and iii) shall not be subject to the cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement.

6. CCCSWA approves and adopts the maximum miscellaneous rates as set forth in Attachment B, effective March 1, 2023 (commencement date of RY9).
7. Section 8.4.A of the Agreement is amended to add the following new text at the conclusion of the paragraph:

No later than December 31, 2023 and continuing for the remainder of the Term, all Collection vehicles servicing Single-Family Subscribers shall be equipped with the RISE route management software system. Contractor shall schedule and implement the equipment installation in a manner that does not result in any impairment of Contractor's timely and complete Collection services to Subscribers. If Contractor is unable to comply by December 31, 2023, Contractor may pursue the relief allowed under the Agreement, which may include Section 14.10.

8. Section 8.6.A of the Agreement is amended to add the following new text at the conclusion of the section:

No later than March 1, 2023 and continuing for the remainder of the Term, Contractor shall hire and retain the following position dedicated to the Service Area to supplement existing staffing: one (1) new Recycling Coordinator. The Parties shall cooperate to define the role and specific activities for this position. Notwithstanding the requirement to hire such new position, no adjustment shall be made to the number of personnel or hours presented in Exhibit N when performing the annual adjustment to Maximum Rates under the Agreement.

9. Section 7.5 of the Agreement is amended to add the following new text at the conclusion of the paragraph:

Without limiting the foregoing, no later than January 1, 2023 and continuing for the remainder of the Term, Contractor shall upgrade the current Recyclist subscription to allow CCCSWA full-view access for all reports and customer data.

10. Article 1 of the Agreement is amended to add the following new text:

“Approved C&D Processing Facility” means the C&D material recovery facility at Newby Island Resource Recovery Park located at 1601 Dixon Landing Rd., Milpitas, CA. The facility is owned and operated by BFI of California, Inc. (an Approved Affiliate), and approved by the CCCSWA for Processing C&D Debris from Covered Projects, as that term is defined in CCCSWA’s Construction and Demolition Debris Program Ordinance. The Approved C&D Processing Facility is an “Approved Processing Facility” hereunder.

11. The Agreement is amended to add a new Section 6.1.11 as follows:

6.1.11 Covered C&D Material Transport and Processing

No later than March 1, 2023 and continuing for the remainder of the Term, Contractor shall Transport and Deliver all C&D Debris from Covered Projects received at the Approved Transfer Station directly to the Approved C&D Processing Facility for Processing. As provided in Section 6.1.1.A and Section 6.1.8, Contractor shall pay all costs associated with Transferring and Transporting such materials to the Approved Processing Facility through rates charged at the Approved Transfer Station. Contractor agrees to reserve sufficient Processing capacity at the Approved C&D Processing Facility throughout the remainder of the Term of the Agreement to allow for Delivery to and Acceptance and Processing of all C&D Debris from Covered Projects at the facility.

12. The Agreement is amended to add a new Section 7.3.J as follows:

7.3.J Credits for Missed Collections

Effective March 1, 2023 and continuing for the remainder of the Term, Contractor shall promptly provide a refund in an amount equal to one quarter of a Subscriber’s monthly bill for each call from the Subscriber (or CCCSWA staff on behalf of the Subscriber) to Contractor resulting from a failure to Collect one or more Franchised Materials that have been properly set out for Collection from an established Subscriber account on the scheduled Collection day and not thereafter Collected by the end of the following Business Day (such failure to Collect, a “Missed Collection”). Consistent with Section 7.4.1.D of the Agreement, all Persons involved in providing this customer service and support to Subscribers shall be well-educated on and knowledgeable of the procedures and requirements to issue the refund specified herein. The burden of proof shall rest with Contractor to demonstrate cases where a Subscriber request for refund does not meet the criteria specified herein; consistent with Section 7.4.2 of the Agreement, the CCCSWA Executive Director (or their designee) shall make the final determination in the event of unresolved disputes between Contractor and a Subscriber. To the extent Contractor promptly provides the Subscriber bill credit as specified herein, CCCSWA shall not assess liquidated damages under Exhibit C, Performance Area No. 2, Item 4.

Rate Year 10

13. In addition to the adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Nine Hundred Fifteen Thousand Five Hundred Eleven and No/100 Dollars (\$1,915,511) effective March 1, 2024 (commencement date of RY10) ("RY10 Special Rate Adjustment").

The RY10 Special Rate Adjustment is expressly conditioned, however, on Contractor's demonstrated, objective, and agreed-upon improvements in performance that return service quality to 2018 and 2019 levels ("Service Quality Metric"). The Service Quality Metric is defined as both: (1) In each month of the period January 1 through July 31, Contractor experiences a monthly average of one thousand seven hundred fifty (1,750) or fewer Service Calls from Residential Subscribers; and (2) In each month of the period January 1 through December 31, Contractor experiences a monthly average of one thousand five hundred (1,500) or fewer Service Calls from Subscribers. A "Service Call" is defined as a credible call from a Residential Subscriber (or CCCSWA staff on behalf of the Subscriber) to Contractor regarding a Missed Collection, worry call, curbside on-call collection miss, curbside reuse and cleanup day program collection miss, used motor oil and filter collection miss, holiday tree collection miss, or other on-call or special event service miss. Contractor represents that this definition of Service Call is consistent with the methodology Contractor has employed in preparing its monthly report (unfiltered) from May 2018 through the Effective Date of this Second Amendment. For the remainder of the Term of this Agreement, Contractor shall not modify this methodology without the CCCSWA Executive Director's written approval, which the Executive Director may grant or withhold in their reasonable discretion.

Additionally, CCCSWA reserves the right to audit Contractor's satisfaction of the Service Quality Metric if either (a) CCCSWA and/or its Member Agencies receive twenty (20) or greater credible calls in the aggregate regarding Missed Collections in any month, or (b) Contractor experiences five (5) or greater open routes per week on average in any week. Each weekday, by 10:00am, Contractor will provide CCCSWA a report on any open routes for that day, and any open routes from the previous day that were fully covered by the end of the day. Fully covered means that all carts or bins on the route were serviced by the end of the day. An open route is defined as any route for which a person or a piece of equipment is not dedicated at the start of the day, and that is not thereafter fully covered by the end of the day. Provided that Contractor provides open route information to CCCSWA as required by this Section, CCCSWA shall not assess liquidated damages under Exhibit C, Performance Area No. 4, Item 6.

On or after June 1, 2023, in the event that CCCSWA's Executive Director reasonably believes that the Service Quality Metric may be inadequate to achieve improvements in performance that return service quality to 2018 and 2019 levels, the Parties shall meet and confer to discuss a modification to the Service Quality Metric. The CCCSWA Executive Director, exercising reasonable and good faith discretion, shall make the final determination regarding a modification to the Service Quality Metric in the event that the Parties otherwise cannot agree on the terms for such modification.

The RY10 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement,

requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY10.

The RY10 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY10 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY10 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

CCCSWA approves the RY10 Special Rate Adjustment as an adjustment to Contractor's Total Cost Before Profit in RY11 and RY12; the amount of the RY10 Special Rate Adjustment in such subsequent RYs: i) shall be annually adjusted by multiplying the amount of the RY10 Special Rate Adjustment by one plus the Annual Percentage Change in the CPI-U; ii) shall be in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement; and iii) shall not be subject to the cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement.

14. Section 8.6.A of the Agreement is amended to add the following new text at the conclusion of the section:

No later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall hire and retain the following full time equivalent positions dedicated to the Service Area to supplement existing staffing: one (1) route supervisor; one (1) operations manager; and one (1) customer care manager (or equivalent level position). In addition, no later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall hire and retain the following full time equivalent positions allocated to the Service Area to supplement existing staffing: five (5) pool drivers; one (1) dispatcher; and four (4) customer service representatives.

Existing staffing is defined by number of personnel or hours presented in Exhibit N. As of the Effective Date of this Second Amendment, Contractor has already hired and retained one (1) dispatcher; five (5) pool drivers; four (4) customer services representatives; and one (1) route supervisors in addition to those listed in Exhibit N.

Notwithstanding the requirement to hire such new positions, no adjustment shall be made to the number of personnel or hours presented in Exhibit N when performing the annual adjustment to Maximum Rates under the Agreement.

15. Section 8.4.A of the Agreement is amended to replace the second sentence in the first paragraph with the following sentence:

Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies; no later than March 1, 2024, such fleet of Collection vehicles shall include rear load rental vehicles capable of servicing hard to service routes, as needed. Rental vehicles may be fueled with

diesel, if Contract can demonstrate to CCCSWA that CNG vehicles are not available.

16. The Agreement is amended to add a new Section 8.6.I as follows:

8.6.I Technician Training

No later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall provide suitable on-going technician training, the primary purpose of which is to secure and retain mechanics with the skills required to improve fleet reliability in the Service Area. Consistent with Section 12.4 of the Agreement, upon request by CCCSWA, Contractor shall collect data and report on key metrics of the training (e.g., number of participants, retention of participants, modifications to the program to improve training quality or participant retention).

Rate Year 11

17. In addition to the adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Nine Hundred Eight-Six Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$1,986,829) effective March 1, 2025 (commencement date of RY11) ("RY11 Special Rate Adjustment").

The RY11 Special Rate Adjustment is expressly conditioned, however, on Contractor's satisfaction of the Service Quality Metric in the Service Quality Measurement Period for RY11.

The RY11 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY11.

The RY11 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY11 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY11 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

The RY11 Special Rate Adjustment is a one-time approved adjustment; it is not approved to carry forward into RY12.

Rate Year 12

18. In addition to the adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Nine Hundred Eight-Six Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$1,986,829) multiplied by one plus the Annual Percentage Change in the CPI-U, effective March 1, 2026 (commencement date of RY12) (as adjusted, "RY12 Special Rate Adjustment").

The RY12 Special Rate Adjustment is expressly conditioned, however, on Contractor's satisfaction of the Service Quality Metric in the Service Quality Measurement Period for RY12.

Moreover, in RY12, in the event that Contractor does not satisfy the Service Quality Metrics in the Service Quality Measurement Period for RY12, Contractor's Total Cost Before Profit for RY12 shall be reduced by the amount of the RY12 Special Rate Adjustment.

The RY12 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY12.

The RY12 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY12 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY12 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

Depreciation and Interest

19. The Parties agree that under the Agreement in RY1 through RY10, the following are fixed annual amounts: Direct Depreciation is Four Million Thirty-Nine Thousand Three Hundred Twenty Nine and No/100 Dollars (\$4,039,329), Allocated Depreciation and Start-Up Costs are Two Hundred Fifty Two Thousand Four Hundred Forty-Six and No/100 Dollars (\$252,446), and Interest Expense is One Million One Hundred Sixteen Thousand Two Hundred Eight and No/100 Dollars (\$1,116,208). The Parties agree that each of these items shall be Zero Dollars (\$0) in RY11 and RY12.
20. Exhibit D of the Agreement at Section 5.A.7 is amended to add the following new text at the conclusion of the paragraph:

Direction Depreciation shall be Zero Dollars (\$0) in RY11 and RY12.
21. Exhibit D of the Agreement at Section 5.A.9 is amended to delete the final sentence of the paragraph and replace it with the following:

Allocated Depreciation and Start-Up Costs shall be Zero Dollars (\$0) in RY11 and RY12.
22. Exhibit D of the Agreement at Section 5.C.4 is amended to delete the final sentence of the paragraph and replace it with the following:

Interest Expense shall be Zero Dollars (\$0) in RY11 and RY12.
23. In addition to adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Calculated Costs in the amount of Five Million Four Hundred Seven Thousand Nine Hundred Eighty Three and No/100 Dollars (\$5,407,983) effective March 1, 2025 (commencement date of RY11) and March

1, 2026 (commencement date of RY12) (each, a "Fleet Maintenance Adjustment"). A primary purpose of the Fleet Maintenance Adjustment is to fund increased maintenance costs on the aging Collection fleet as well as replacement for a portion of the Collection fleet that Contractor believes may be unreliable and/or unsafe to continue operating as front-line vehicles in the Service Area.

The Fleet Maintenance Adjustment is in addition to the RY11 Special Rate Adjustment and RY12 Special Rate Adjustment. The Fleet Maintenance Adjustment is in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY11 and/or RY12.

The Fleet Maintenance Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY11 and RY12 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the Fleet Maintenance Adjustment shall be applied after such calculation and any cost cap adjustment.

Implementation

24. Upon request by CCCSWA if deemed reasonably necessary to ensure timely completion of Agreement requirements, Contractor shall submit to CCCSWA a written plan for implementation of all or a portion of Contractor's obligations specified in this Second Amendment. Contractor and CCCSWA shall meet and confer to discuss any necessary changes to the plan, following which, Contractor shall submit a revised plan to CCCSWA for approval. Consistent with the Agreement, including Section 11.2, CCCSWA reserves the right to conduct performance reviews to verify the status of Contractor's satisfaction of the obligations specified in this Second Amendment.

Resolution of Disputes

25. Except as specified in Section 5, 13, 17, 18, and 23 above, Contractor shall not be entitled to any additional compensation for performance of its obligations under this Second Amendment. The compensation specified herein shall be the full, entire, and complete compensation due to Contractor pursuant to this Second Amendment to cover Contractor's costs for all labor, equipment, materials and supplies, Facility fees, payments and fees due to CCCSWA, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the obligations required by this Second Amendment in the manner and at the times prescribed. If Contractor's actual costs for performance of its obligations under this Second Amendment are more than the compensation specified herein, Contractor shall not be compensated for the difference in actual costs and compensation specified herein. If Contractor's actual costs for performance of its obligations under this Second Amendment are less than the compensation specified herein, Contractor shall retain the difference in actual costs and compensation specified herein. Notwithstanding the foregoing, nothing herein is intended to waive Contractor's right to pursue rights or remedies allowed under the Agreement to the extent new facts or circumstances arise, including a Change in Law, that are separate and unrelated to Contractor's obligations under this Second Amendment.

26. This Second Amendment is a full and final settlement of all of Contractor's claims for compensation under Article 10 of the Agreement from the beginning of the Term of the Agreement through the Effective Date of this Second Amendment. Accordingly, Contractor releases and waives, on behalf of itself and its successors and assigns, all such claims from the beginning of the Term of the Agreement through the Effective Date of this Second Amendment.

Continued Applicability of Guaranty

27. As a requirement of the Agreement, and a condition to CCCSWA's entering into the Agreement, Republic Services, Inc., as Guarantor, gave to CCCSWA, as Guarantee, Guarantor's guaranty of Contractor's performance of the Agreement, codified in that certain Corporate Guaranty dated May 9, 2014 ("Guarantee"). The Guarantee expressly contemplates that, among other things, the Agreement may be amended, modified, or waived from time to time; the Guarantor shall have no right to terminate the Guaranty or be released, relieved, exonerated, or discharged from its obligations for any reason whatsoever, including, among other things, as a result of any amendment, modification, or waiver of any provisions of the Agreement or the extension of its Term; and that the Guaranty is not limited to any period of time. Contractor represents and warrants that it has notified Guaranty of this Second Amendment and Contractor's obligations hereunder and, consistent with the Guaranty, Guarantor has confirmed that the Guaranty shall apply to the Agreement as amended by this Second Amendment.

Other Provisions

28. This Second Amendment and all its terms, conditions, and provisions shall be deemed to be part of the Agreement. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect. Should there be conflicts or inconsistencies between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail to the extent necessary to resolve such conflicts or inconsistencies.
29. All terms not otherwise defined in this Second Amendment shall have the meaning set out in the Agreement.
30. All recitals in this Second Amendment are accurate and shall constitute an integral part of this Second Amendment.
31. Each Party represents and warrants to the other that the undersigned is duly authorized and has legal capacity to execute and deliver this Second Amendment, and this Second Amendment is a valid and legal agreement binding on the Party and its successors, heirs, administrators, and assigns, and enforceable in accordance with its terms.
32. This Second Amendment may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument. This Second Amendment may be executed by electronic signature. Each counterpart signature may be delivered by electronic mail transmission. This Second Amendment shall be effective as of the date first written above.

IN WITNESS WHEREOF, CCCSWA and Contractor have executed this Second Amendment as of the day and year first written above.

**Central Contra Costa Solid Waste
Authority, a Joint Powers Authority**

**Allied Waste Systems, Inc., a Delaware
corporation, dba Allied Waste Services of
Contra Costa County and also dba
Republic Services of Contra Costa County**

By: _____
Renata Sos
CCCSWA Board Chairperson

By: _____
Kevin DiVencenzo
Area President

Approved as to Form:

Approved as to Form:

By: _____
Deborah Miller
CCCSWA Legal Counsel

By: _____
Scott W. Gordon
Contractor Legal Counsel

Attest:

By: _____
Janna McKay
CCCSWA Board Secretary



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: ROB HILTON, INTERIM EXECUTIVE DIRECTOR
DATE: OCTOBER 27, 2022
SUBJECT: RATE YEAR 9 SPECIAL ADJUSTMENT AND REPUBLIC SERVICES
EXTENSION TERMS

SUMMARY

Republic Services presented a Rate Year 9 (RY 9) special rate request for \$8,018,397 in additional costs incurred in seven different areas. Staff has negotiated with Republic a reduction in that amount and a spreading of the costs over three years: \$1,901,937 would be allowed for RY 9; \$1,915,511 in RY 10; and, \$1,986,829 in RY 11. Staff recommends this resolution of Republic's request in the interest of improving service quality and reliability for the benefit of the ratepayers. The amounts that would be allowed in RY 10 through RY 12 would be made contingent on Republic's demonstrated improvement in performance related to service quality and reliability. As described further in this report, while some of the items requested are not strictly contractually required, staff believes that the interest of the ratepayers is best served by accepting this broad, phased, and conditional resolution of the extension and special rate review matters. If the Board agrees with the proposed terms of the extension and special rate adjustment, as further described below, staff will draft a franchise amendment and return to the Board for approval of the amendment at the December meeting.

RECOMMENDED ACTION

1. Approve the proposed RY 9 special adjustment amount of \$1,901,937 in additional costs.
2. Direct staff to prepare a contract amendment memorializing the extension of the Republic Services franchise agreement, the RY 9 special adjustment, and the performance-contingent special adjustments for RY 10 through 12.

DISCUSSION

Republic Services presented a special rate request for RY 9 that included the following cost categories, along with a statement from Republic that their acceptance of terms for a franchise extension would be conditioned on the agency's response to these special rate requests:

1. \$226K for Walnut Creek Bridge Construction Project
2. \$96K for COVID Impact on Pool Employees

3. \$862K for COVID-Related Labor Costs
4. \$1,299K for Recycling Route Increases due to CCCSWA Ordinance 15-1
5. \$2,230K for Organics Route Increases due to AB 1826 and SB 1383
6. \$565K for Organics Processing Cost Increases due to SB 1383
7. \$2,738K for Cost Increases Not Recovered through Index-Based Adjustments

Separately, Republic presented an additional issue related to the proposed extension. Specifically, in Republic's settlement with CCCSWA related to the West Contra Costa Compost Facility, Republic agreed to pay the incremental additional transportation costs for organic materials to be taken to the Forward Compost Facility in Stockton. Republic claims that this has cost them \$1,986,829 per year during the term of the franchise agreement. They have requested that, during the extension period, this amount be paid by ratepayers rather than Republic. Republic claims they did not anticipate continuing these costs in an extension period.

Staff conferred with legal counsel regarding the validity of the contractual claims made by Republic with respect to each requested item. Staff and legal counsel agreed that items 4, 5, and 7 in Republic's special rate request were without contractual basis and should not be entertained. The remaining RY 9 special review items appear to merit consideration, provided that they are appropriately substantiated by Republic. However, the costs of the issue related to the transportation to the Forward Compost Facility during an extension period was not addressed specifically in the settlement agreement, and absent another agreement between the parties, it appears that Republic is responsible for those costs.

Staff met with Republic several times to discuss their special rate review request, the franchise extension, as well as the Authority's concern with the significant number of missed collections that has occurred during since 2020. Republic asserts that the contract is not adequately funding their operations due to the disallowance of costs in special review items 4, 5, and 7. While these costs may not be eligible for reimbursement based on the special rate review provisions of the franchise agreement, they are real costs that Republic incurs to provide service to the Authority. Staff believes that Republic's local management has been directed to cut other costs in order to maintain profitability which has contributed to lower quality performance. This was exacerbated when driver absences increased during COVID due to illness and state-granted leave.

Republic has indicated that they are working diligently on improving service quality but without some additional financial resources, are limited in what they can do. Staff requested that Republic develop a plan for the additional resources they believe they would need to return service quality and reliability to where they were prior to the pandemic.

In response to that request, Republic withdrew its requests related to items 4, 5, and 7 above, but raised the following additional issues, most of which are intended to increase Republic's allowable costs in areas that contribute to improved customer service.

Annual \$	Issue	Description
\$565K	Additional Pool Drivers	Pool drivers are used to ensure an adequate number of back-up drivers are available when regular drivers are on vacation, sick, or other leave. This would fund five pool drivers.
\$144K	Route Supervision	Each route supervisor oversees a group of drivers to ensure service and support drivers when customer service, equipment, or other operational challenges arise. This would fund one route supervisor.
\$115K	Additional Operations Manager	An additional dedicated Operations Manager will allow Republic Services to dedicate more management and oversight to all aspects of RecycleSmart's services.
\$89K	Additional Dispatch	Republic Services will hire one additional dispatcher. Dispatchers are the nerve center of the logistics operation. Adding additional resources will allow for more oversight of drivers and will increase our ability to identify and react to any potential issues before impacting the customers.
\$400K	In-cab Technology	Republic Services has invested in in-cab technology to improve efficiencies and increase customer satisfaction. RISE, their proprietary route management software, eliminates paper route sheets and provides tablet-enabled routing, services verification, real-time location, improved performance management, and many more benefits. Republic will deploy RISE throughout residential line of business.
\$269K	Additional Customer Care Manager	Republic Services has increased the number of Customer Service Representatives (CSRs) beyond the proposal. Republic Services requests compensation for an additional four CSRs. Republic will also hire and retain an additional Customer Care Manager at no additional cost and they will be dedicated to RecycleSmart. The Customer Care Manager's primary duties will be responding to escalations and working with RecycleSmart to improve the customer service experience.
\$165K	Funding for Rental Trucks	With significant supply chain issues causing delays and backlogs for collection vehicles, Republic Services was able to secure rear load rental vehicles capable of servicing hard to services routes. These rental vehicles are in addition to the current vehicles but will allow more flexibility and coverage if maintenance or reliability issues arise.
\$87K	Annual Training Budget for Technicians	The demand for qualified mechanics is exceptionally high in the current environment. To secure and retain skilled workers, Republic Services invests in entry-level or less specialized mechanics and trains them in the necessary skills. This approach allows Republic Services to fill critical vacancies but requires additional resources. Republic Services request compensation from RecycleSmart for training and associated costs. This improves fleet reliability and should reduce the instances of on-route breakdowns that result in missed collections.

Annual \$	Issue	Description
\$312K	Miscellaneous Services Rates	Republic Services requests that RecycleSmart accept and adopt maximum rates for certain miscellaneous services provided by Republic to customers (Attachment A).
\$138K	Additional Bank Fees on Member Agency Fees	Republic pays credit card and other transaction fees on electronic customer payments. Requested amount is attributed to increase in fees on electronic customer payments for the portion of the rates associated with Member Agency fees.

Staff agrees that many of the above measures should contribute to improved service, even if there is not a strict basis in the contract that requires them. Accordingly, and in the interest of improved service to our ratepayers, staff recommends considering a phased implementation of the adjustments where certain amounts would be allowed in RY 9, but further increases for RY 10 through RY 12 would be conditioned on Republic restoring service quality and reliability to 2018 and 2019 levels. There are a number of items that staff would like from Republic in exchange and to improve service, including:

- **A new recycling coordinator** to support programs throughout the service area, particularly with larger generators that require more intensive support.
- **Upgrade the Recyclist subscription** to allow RecycleSmart full-view access for all reports and customer data without need of a confidentiality agreement.
- **Support local construction and demolition recycling** by delivering all covered C&D debris originating from the Authority Service Area to Republic’s C&D MRF at Newby Island.
- **Increased transparency about service quality and reliability** so that RecycleSmart staff can provide better quality customer service to escalated complaints.
- **Refunds for missed pick-ups** so that customers that are impacted by service issues get some satisfaction for their inconvenience.

Proposed Terms for Extension and Special Review Items

Staff has engaged in extensive negotiations with Republic over these issues. The product of those negotiations are the proposed terms presented below. These terms have been agreed to by Republic, subject to further discussion to establish measurable and clear performance standards for the conditional elements of the deal. The Franchise Extension Ad Hoc Committee has met with staff and legal counsel twice to discuss these matters and provide input on the negotiations. If these terms are acceptable to the Board, staff will draft the details into an amendment to the franchise agreement that would be presented to the Board for consideration prior to rates becoming effective for Rate Year 9.

Rate Year 9

The following elements would become effective March 1, 2023:

1. RecycleSmart to allow costs associated with:
 - 1.1. Walnut Creek Bridge Project – Special Review Item 1
 - 1.2. COVID Leave Impacts – Special Review Items 2 & 3
 - 1.3. SB 1383 Organics Processing – Special Review Item 6
2. RecycleSmart to approve miscellaneous rates identified in April 2020 HF&H Report, subject to CPI from date of analysis.

3. Republic to install the RISE system on residential routes.
4. Republic to hire one new dedicated Recycling Coordinator for the RecycleSmart service area. Republic to work with RecycleSmart staff to define role and specific activities for this position.
5. Republic will upgrade the current Recyclist subscription to allow RecycleSmart full-view access for all reports and customer data.
6. Republic to bring Martinez Transfer Station into compliance with C&D facility requirements by delivering all Covered C&D Material received at Martinez Transfer Station to Newby Island C&D MRF.
7. Republic to provide bill credits equal to one quarter of the Customer's monthly bill for each missed collection call from Customers that is not recovered by the end of the next business day. RecycleSmart agrees not to apply Liquidated Damages in cases where the customer received a credit.
8. Franchise extension effective through 2/28/2027.
9. Republic agrees not to re-introduce prior/current recycling mandates special rate review claims during remaining/extended term.

Total Special Adjustment: \$1,901,937

Note: \$312,000 of this amount is revenue from new charges while the remainder are cost items.

Rate Year 10

The following elements would be conditioned on demonstrated, objective, and agreed-upon improvements in performance, specific to missed collections and open routes, that return service quality to 2018 and 2019 levels. Prior six-month performance must be adequate at the time of the rate application and sustained through Board consideration of rates in January 2024. If those performance criteria are met, the following costs would be allowable effective March 1, 2024. Staff anticipates that Republic may incur many of these costs in advance of compensation in order to achieve the agreed-upon performance standards.

1. Five pool drivers
2. One route supervisor
3. One operations manager
4. One dispatcher
5. Four customer service representatives
6. Rental trucks
7. Technician Training
8. Additional bank/credit card fees on Member Agency fees
9. Residential truck installations for RISE in-cab technology

Total Special Adjustment, conditioned on performance: \$1,915,511*

*Note that this amount is in addition to any inflationary adjustment due from the ordinary rate adjustment scheduled for this year.

Rate Year 11 and Rate Year 12

RecycleSmart would allow Republic to retain the current budget of \$5.2 million per year for depreciation and interest expenses during Rate Years 11 and 12. These budget amounts will fund increased maintenance costs on the aging collection fleet as well as replacement for a portion of the fleet that Republic believes may be unreliable and/or unsafe to continue operating as front-line vehicles. This will result in no impact on customer rates.

The following elements would be conditioned on demonstrated, objective, and agreed-upon improvements in performance, specific to missed collections and open routes, that return service quality to 2018 and 2019 levels. Prior six month performance must be adequate at the time of the rate application and sustained through Board consideration of rates in January 2025 (RY 11). If those performance criteria are met, the following costs would be allowable effective March 1, 2025 (for RY 11). In the event that performance degrades below the agreed-upon levels during Rate Year 11, this amount would be removed from Contractor's compensation in Rate Year 12.

1. Increased cost of organics transportation to Forward Compost Facility

Total Special Adjustment, conditioned on performance: \$1,986,829*

*Note that this amount is in addition to any inflationary adjustment due from the ordinary rate adjustment scheduled for this year.



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS

FROM: CCCSWA BOARD CHAIR

DATE: DECEMBER 8, 2022

SUBJECT: AMENDMENT TO CONTRACT WITH HF&H CONSULTANTS FOR INTERIM EXECUTIVE DIRECTOR SERVICES

SUMMARY

The CCCSWA Board Chair recommends the Board approve an Amendment to the Provider Services Agreement with HF&H Consultants, LLC to assist with transition, orientation, and on-boarding for the new Executive Director, for an amount not to exceed \$10,000 (increasing the total contract amount to not to exceed \$150,000).

RECOMMENDED ACTION

1. Authorize the CCCSWA Board Chair to enter an Amendment to the Provider Services Agreement with HF&H Consultants, LLC to provide Executive Director transition services (Attachment A).

DISCUSSION

In June 2022, and based on the recommendation from the CCCSWA Board Ad Hoc Committee on Executive Director Recruitment, the Board approved hiring HF&H Consultants, LLC (Rob Hilton) to serve as the agency's interim Executive Director. The contract term expires December 31, 2022, but the contract includes an option for Rob and the Board to mutually agree to extend the term for an additional four months. The full Provider Services Agreement is attached (Attachment B). In his short time as interim Executive Director, Rob has not only capably led the agency but has also implemented some structural and operational improvements to the benefit of the agency, its member agencies and ratepayers.

In October 2022, at the conclusion of a robust recruitment, the CCCSWA Board selected David Krueger as the next agency Executive Director. David begins work January 3, 2023.

It is recommended that the Board authorize an amendment to the agreement with HF&H to allow Rob to provide transition, orientation, and on-boarding for the new Executive Director. It is anticipated that Rob would work closely with David in the first week of David's tenure, and then be available, if and as David requests, for the remainder of January and February 2023.

Rob would be compensated the same fixed flat rate of \$5,600 for transition services in the first week of January, when he is expected to spend significant time in the office engaged in the on-boarding process. There is no additional cost to CCCSWA for this week, however, since Rob has agreed to take uncompensated time the week of December 25. For the remainder of January and February, if David requests services, Rob would bill for his time on an hourly basis at a rate of \$300 per hour for a total amount not exceed \$10,000. To the extent David does not request services, CCCSWA would not incur cost.

As has been the case since the beginning of the contract term, during the period when HF&H is providing interim Executive Director and transition services to the CCCSWA, HF&H shall not make or participate in making on behalf of the CCCSWA any contracts in which HF&H has a financial interest. Additionally, HF&H shall not supervise, manage, or control any services it is currently providing CCCSWA under existing agreements.

ATTACHMENTS

- A. First Amendment to Provider Services Agreement with HF&H Consultants, LLC
- B. Provider Services Agreement between the CCCSWA and HF&H Consultants, LLC

**FIRST AMENDMENT TO CENTRAL CONTRA COSTA SOLID
WASTE AUTHORITY PROVIDER SERVICES AGREEMENT
WITH HF&H CONSULTANTS, LLC FOR INTERIM
EXECUTIVE DIRECTOR SERVICES**

THIS FIRST AMENDMENT (“Amendment”) to the Provider Services Agreement for Interim Executive Director Services effective June 23, 2022 (“Agreement”) between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and HF&H Consultants, LLC (“Provider”) is effective as of December 8, 2022.

RECITALS

- A. CCCSWA and Provider entered the Agreement to provide Interim Executive Director professional services for an interim period while CCCSWA conducted a recruitment for a permanent Executive Director. The term of the Agreement expires December 31, 2022, but the Agreement contemplates an option to extend the term for four additional months based on the mutual agreement of the parties; and
- B. CCCSWA has completed its recruitment and appointed a new Executive Director, beginning January 3, 2023; and
- C. The parties now desire to amend the Agreement to allow Provider to continue providing the Interim Executive Director services through the appointment of the new Executive Director, and thereafter to provide transition services on an as requested basis.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, and consistent with Section 4 and 23 of the Agreement, the parties agree to amend the Agreement as follows:

Section 1 of the Agreement is deleted and replaced in its entirety with the following text:

Term. Except as provided in Section 8 below, the term of this Agreement shall commence on **July 5, 2022** and conclude on **February 28, 2023**. Provider shall provide the Interim Executive Director Services in the period from July 5, 2022 through and including January 2, 2023, and provide the Transition Services on an as requested basis in the period from January 3, 2023 to February 28, 2023 (as set forth in the Scope of Services, attached hereto as Attachment A (revised)).

Section 3 of the Agreement, first sentence, is deleted and replaced in its entirety with the following text:

In exchange for satisfactorily providing Services, the CCCSWA will pay to Provider a fee not to exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000)**, as set forth in the Cost & Fee Schedule, attached hereto as Attachment B (revised).

Attachment A of the Agreement is deleted and replaced in its entirety with the attached revised Attachment A (revised).

Attachment B of the Agreement is deleted and replaced in its entirety with the attached revised Attachment B (revised).

All other provisions of the Agreement shall remain in full force and effect. In the event of a conflict, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by officials who the respective parties covenant have full authority to execute this Amendment.

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

By: _____
Renata Sos
Board of Directors, Chair

Date: _____

Approved as to Form:

Deborah Miller, General Counsel

HF&H CONSULTANTS, LLC

By: _____
Rob Hilton
President

Date: _____

Attachments:

- A: Scope of Services (revised)
- B: Cost & Fee Schedule (revised)

SCOPE OF SERVICES - ATTACHMENT A (REVISED)

Interim Executive Director Services

During the period July 5, 2022 through and including January 2, 2023, Provider shall perform the following services (the "Interim Executive Director Services"):

Provider shall perform all of the functions and duties of Executive Director of the CCCSWA on an interim basis. Such functions and duties are expected generally to include:

- Supervise and manage agency staff, and day-to-day functions of the agency, including its operations and facilities
- Administer the agency's existing franchise agreements and other contracts
- Administer the agency's budgets
- Ensure agency compliance with Board policies, actions, and directives, as well as federal, state, and local law and regulation
- Attend Board meetings and other meetings as required or requested
- Provide management level review of the organization and its structures

Additionally, Provider shall advise and assist the Board and the agency's recruitment services consultant, as requested, in recruiting a permanent Executive Director.

Provider anticipates that proper performance of the Interim Executive Director Services will generally require Provider to apply at least 20 hours per week, often during normal weekday business hours, and will require Provider to regularly meet with agency staff in person at the agency's offices.

Transition Services

During the period January 3, 2023 to February 28, 2023, Provider shall perform the following services (the "Transition Services"):

Provider shall advise and assist the new permanent Executive Director, as requested by such new Executive Director, in their transition into their new position. Such functions and duties are expected generally to include orientation and on-boarding; introductions to the Board, office staff, member agency representatives, and key consultants; overview of major contracts and agreements; and briefing on significant projects and works in progress.

Provider anticipates that proper performance of the Transition Services will generally require Provider to apply at least 20 hours in the first week of the services (January 3-6, 2023), often during normal weekday business hours, and will require Provider to regularly meet with agency staff in person at the agency's offices. Thereafter (January 7-February 28, 2023), Provider anticipates the Transition Services would principally be provided on an as-requested basis that are not expected to exceed 8 hours per week, and will be provided remotely (e.g., telephone and teleconferencing).

COST & FEE SCHEDULE - ATTACHMENT B (REVISED)

The total amount of the Agreement is not to exceed \$150,000; the CCCSWA's obligations under this Agreement shall not exceed this amount.

For the period July 5, 2022 through and including January 6, 2023, Provider shall be compensated for the services performed under the Agreement at a fixed flat rate of Five Thousand Six Hundred and No/100 Dollars (\$5,600) per week of services. Notwithstanding the foregoing, Provider shall not be compensated for weeks when Provider is not available to provide services (currently contemplated to be week of September 5, October 10, December 5, and December 26).

For the period January 7, 2023 to February 28, 2023, Provider shall be compensated for the services performed under the Agreement on a time and materials basis at the following hourly billing rate:

Position	Hourly Rate
Rob Hilton, President	\$300

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
HF&H CONSULTANTS, LLC FOR INTERIM EXECUTIVE DIRECTOR SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and HF&H Consultants, LLC (“Provider”), **effective June 23, 2022.**

RECITALS

- A. WHEREAS, The CCCSWA requires Interim Executive Director professional services for an interim period before a permanent Executive Director can be identified and appointed; and
- B. WHEREAS, An ad hoc committee of the Board of Directors considered several candidates to provide the services, interviewed the highest ranked proposers, and recommended entering a contract with Provider to perform the Interim Executive Director services; and
- C. WHEREAS, On June 23, 2022, the Board of Directors authorized the Board Chair to execute a professional services agreement with Provider to perform the Interim Executive Director services; and
- D. WHEREAS, Provider desires to perform such professional services for the CCCSWA; and
- E. WHEREAS, During the period when Provider is providing Interim Executive Director services to the CCCSWA, Provider shall not make or participate in making on behalf of the CCCSWA any contracts in which Provider has a financial interest, and Provider shall not supervise, manage, or control any services it is currently providing CCCSWA under existing agreements.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, CCCSWA and Provider agree as follows:

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on **July 5, 2022** and conclude on **December 31, 2022**. The CCCSWA Board shall have the option to extend the Agreement for an additional four months based on the mutual agreement of the parties. Should the term be extended, the payment terms shall be the same as provided below.
2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A (“Services”), on an as requested basis.

3. Payment. In exchange for satisfactorily providing the Services, the CCCSWA will pay to Provider a fee not to exceed **One Hundred Forty Thousand and No/100 Dollars (\$140,000)** for the base term, as set forth in the Cost & Fee Schedule, attached hereto as Attachment B. Provider shall submit for the Board Chair's review and approval invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed in accordance with the Cost & Fee Schedule. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA Board to fund payments under this Agreement.

4. Additional Services. Provider is not authorized to provide any additional or extra services beyond the services provided under this Agreement. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the CCCSWA Board and the Provider.

5. Responsible Personnel. The professional services described in this Agreement shall be performed by **Rob Hilton**. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA Board, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the CCCSWA Board, and will use reasonable best efforts to replace them and the services they were providing.

6. Facilities and Equipment. Provider shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

7. Independent Contractor. Both parties understand that Provider, its agents, employees and subcontractors are and shall at all times remain as to the CCCSWA wholly independent contractors. Neither the CCCSWA, nor any of its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents shall have any control over the manner by which Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or subcontractors are agents or employees of the CCCSWA. Should a relevant taxing authority determine that Provider is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Provider which can be applied against this liability). Agency shall then forward those amounts to the relevant taxing authority. Should any court, arbitrator, or administrative authority determine that Provider is an employee for any other purpose, Provider agrees to a reduction in CCCSWA's financial liability under this Agreement so that CCCSWA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Provider was not an employee.

8. Termination.

a. The CCCSWA Board may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The CCCSWA Board may terminate this Agreement at any time without prior notice in the event that Provider defaults and fails to cure under this Agreement. This Agreement shall terminate, without penalty, liability, or expense of any kind to the CCCSWA, at the end of any fiscal year if no funds or insufficient funds are appropriated and budgeted for the next succeeding fiscal year. The CCCSWA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or program costs. The CCCSWA's budget decisions are subject to the discretion of the CCCSWA Board of Directors. Provider's assumption of risk of possible discretionary termination and/or non-appropriation is part of the consideration for this Agreement.

b. Upon non-appropriation or receipt of notice of discretionary termination or termination for default, and if requested to do so by the CCCSWA Board, Provider shall stop work at the stage directed by the CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Upon non-appropriation or discretionary termination, neither party shall have any further obligation to the other party, except that the provisions of this Agreement concerning independent contractor, insurance, indemnification, confidential information, records, and governing law shall survive termination.

9. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with negligence, recklessness, or willful misconduct in the performance of this Agreement by Provider or Provider's employees, officers, agents or subcontractors. Provider shall also indemnify, defend, and hold harmless the CCCSWA, its Board, and its officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands made by Member Agencies or Member Agencies' contractors, arising out of or in any way connected with negligence, recklessness, or willful misconduct in the performance of this Agreement. All obligations under this provision are to be paid by Provider as they are incurred by the CCCSWA.

To the fullest extent permitted by law, CCCSWA shall indemnify, defend, and hold harmless Provider and its employees against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against Provider or its employees, including any injury to or death of any person or damage to property or other liability of any nature, arising solely out of the acts or omissions of CCCSWA and not caused or contributed to by the negligent or wrongful acts or omissions of Provider or its employees.

10. Copyright; Intellectual Property Indemnification. Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this

Agreement. Provider shall indemnify, defend, and hold harmless the CCCSWA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.

11. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the CCCSWA. Provider shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.
- 2) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Provider has no owned autos, Code 8 (hired) and Code 9 (non-owned).
- 3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- 4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

- 1) General Liability: \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4) Professional Liability (Errors and Omissions) Insurance appropriate to the Provider's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

5) If Provider maintains broader coverage and/or higher limits than the minimums shown above, the CCCSWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CCCSWA.

6) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the CCCSWA (if agreed to in a written contract or agreement) before the CCCSWA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the CCCSWA. The CCCSWA may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the CCCSWA.

d. Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

1) Additional Insured Status. Except as regards Professional Liability (Errors and Omissions) Insurance, the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2) Primary Coverage. Provider's insurance coverage shall be primary insurance with coverage at least as broad as ISO CG 20 01 04 13 as respects the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

3) Notice of Cancellation. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, Provider shall provide prompt notice of any cancellation of coverage to the CCCSWA and provide substitute insurance meeting the requirements of this Agreement; such notice obligation shall not change Provider's obligation provided above to maintain continuous coverage.

4) Waiver of Subrogation. For all coverages except Worker's Compensation and Employers Liability, and Professional Liability (Errors and Omissions) Insurance, Provider hereby grants to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents a waiver of any right to subrogation which any insurer of said Provider may acquire against such parties by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CCCSWA has received a waiver of subrogation endorsement from the insurer.

5) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CCCSWA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents.

7) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CCCSWA.

f. Verification of Coverage.

Provider shall furnish the CCCSWA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Provider's obligation to provide them. The CCCSWA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

g. Subcontractors.

Provider agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Provider shall agree to be bound to Provider and the CCCSWA in the same manner and to the same extent as Provider is bound to the CCCSWA under this Agreement and Provider shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Provider with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Provider will provide proof of compliance to the CCCSWA.

h. Special Risks or Circumstances. The CCCSWA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

i. Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the CCCSWA Board Chair and legal counsel by telephone. Provider shall promptly submit to the CCCSWA legal counsel a written report, in such form as may be required by the CCCSWA legal counsel of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Provider's subcontractor, if any; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of the CCCSWA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

12. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees.

13. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the CCCSWA, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the CCCSWA Board. If this Agreement is canceled in accordance with Article 8 Provider shall deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the CCCSWA.

14. Authority and Notice. The CCCSWA Board (or their designee) will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in

the agency representation, the CCCSWA Board will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address (as may be updated by written notice of a party):

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

Board of Directors, Chair
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596

Telephone: 925-906-1801
Email: authority@recyclesmart.org

With a copy to: Deborah Miller, legal counsel
Telephone: 415-552-7272
Email: miller@smwlaw.com

PROVIDER:

Rob Hilton, President
HF&H Consultants, LLC
201 N. Civic Drive, Suite 230
Walnut Creek, CA 94596

Telephone: 925-977-6950
E-mail: rob@hfh-consultants.com

The parties shall make good faith efforts to provide advance courtesy notice of any notices hereunder via email. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

15. Assignment; Subcontractors. This Agreement contemplates the personal services of Provider, its employees, and subcontractors, and it is understood by both parties that a substantial inducement for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor the CCCSWA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder. However, with the prior consent of the CCCSWA given in writing, Provider is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the CCCSWA and all subcontractors shall be subject to all the provisions of this Agreement.

16. Qualifications. Provider represents that it and its employees and subcontractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the

CCCSWA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

17. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and time deadlines shall be strictly construed.

18. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to the CCCSWA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The CCCSWA Board shall be the sole judge as to whether the product of the Provider is satisfactory. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies pertaining to this Agreement. Provider will hold any confidential information received from the CCCSWA in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter without the prior written consent of the CCCSWA.

The review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of responsibility for the professional and/or technical adequacy of its work. Neither the CCCSWA review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. Examination of Records; Retention of Records. Provider agrees that the CCCSWA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice. Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Provider shall make available to CCCSWA, upon written request, such books, documents and records of Provider (and any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to the CCCSWA.

20. Prohibited Interests. No officer or employee of the CCCSWA shall have any financial interest in this Agreement or the proceeds of thereof. This Agreement shall be voidable at the option of the CCCSWA Board if this provision is violated.

21. Default; Remedies. The following shall constitute an event of default hereunder: Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days after receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure. Upon any default, the non-defaulting party shall have the right to immediately suspend

or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law. In the event that either the CCCSWA or Provider brings an action or proceedings for damages for an alleged breach of any provision of this Agreement, the prevailing party will be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Arbitration shall be attempted if both parties mutually agree before, during, or after litigation has begun.

22. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

23. Entire Agreement; Modifications. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

24. Power to Execute; Execution and Delivery. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver this Agreement on behalf of such party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Unless otherwise prohibited by law or CCCSWA policy, the parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

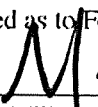
IN WITNESS WHEREOF, the Parties have agreed to the foregoing and hereby execute this Agreement.

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

Renata Sos
Board of Directors, Chair

DATE: _____

Approved as to Form:



Deborah Miller, General Counsel

DATE: 7-8-22

HF&H CONSULTANTS, LLC



Rob Hilton
President

DATE: 7/4/2022

Attachments:

A: Scope of Services

B: Cost & Fee Schedule

SCOPE OF SERVICES - ATTACHMENT A

Provider shall perform all of the functions and duties of Executive Director of the CCCSWA on an interim basis. Such functions and duties are expected generally to include:

- Supervise and manage agency staff, and day-to-day functions of the agency, including its operations and facilities
- Administer the agency's existing franchise agreements and other contracts
- Administer the agency's budgets
- Ensure agency compliance with Board policies, actions, and directives, as well as federal, state, and local law and regulation
- Attend Board meetings and other meetings as required or requested
- Provide management level review of the organization and its structures

Additionally, Provider shall advise and assist the Board and the agency's recruitment services consultant, as requested, in recruiting a permanent Executive Director.

Provider anticipates that proper performance of the duties of Interim Executive Director will generally require Provider to apply at least 20 hours per week, often during normal weekday business hours, and will require Provider to regularly meet with agency staff in person at the agency's offices.

COST & FEE SCHEDULE -ATTACHMENT B

The total amount of the Agreement is not to exceed \$140,000 for the base term; the CCCSWA's obligations under this Agreement for the base term shall not exceed this amount.

Provider shall be compensated for services performed under the Agreement, up to the not to exceed budget amount specified above, at a fixed flat rate of Five Thousand Six Hundred and No/100 Dollars (\$5,600) per week of services. Provider shall not be compensated for weeks when Provider is not available to provide services (currently contemplated to be week of September 5, October 10, and December 5).

The rate shall remain fixed during the term of the Agreement.

Provider shall be entitled to reimbursement for actual, reasonable costs incurred in performing services under the Agreement to the extent such costs are approved in writing in advance. At the time the Agreement is executed, however, no such costs are expected.

Provider shall bill CCCSWA on a monthly basis for services provided in the preceding month. The billings shall contain, at a minimum, a qualitative description of services performed each week.

1514510.4



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: JUDITH SILVER, SENIOR PROGRAM MANAGER
JEN FAUGHT, CONTRACT COMPLIANCE SPECIALIST
DATE: DECEMBER 8, 2022

**SUBJECT: SB 1383 MEMORANDUM OF UNDERSTANDING WITH COUNTY, AND
FIRST READING OF ORDINANCE 22-1, AMENDING ORDINANCE 16-1,
ADMINISTRATIVE CITATIONS AND OTHER REMEDIES**

SUMMARY

To comply with SB 1383, RecycleSmart adopted Ordinance 21-1, the Mandatory Organic Waste Disposal Reduction Ordinance. The County, as the only RecycleSmart member agency with area outside the RecycleSmart jurisdiction, also adopted its own County-wide SB 1383 Ordinance. To clarify roles and responsibilities related to SB 1383 compliance and enforcement in portions of the County within RecycleSmart's service area, the County requested that RecycleSmart enter into a Memorandum of Understanding (MOU).

Under the MOU, the County requests that RecycleSmart enforce RecycleSmart's Ordinance 21-1 in portions of unincorporated County within RecycleSmart's service area, consistent with RecycleSmart's role for all other member agencies. Proposed Ordinance 22-1 would amend RecycleSmart Ordinance 16-1, the Administrative Citations and Other Remedies Ordinance, to confirm RecycleSmart's enforcement authority in such portions of the unincorporated County.

The MOU confirms RecycleSmart's role in the portions of unincorporated County within RecycleSmart's service area is consistent with RecycleSmart's role for all other member agencies. This consistency reinforces the agency's role in SB 1383 implementation and our ability to serve all our rate payers efficiently and equally.

RECOMMENDED ACTION

1. Approve an MOU with the County of Contra Costa, including accepting \$60,000 in one-time SB 1383 Local Assistance Grant Program funds from the County (Attachment A), and
2. Introduction and First Reading of Ordinance 22-1, amending Ordinance 16-1, Administrative Citations and Other Remedies (Attachment B).; waive full reading thereof; schedule second reading/adoption of the Ordinance at the next regular Board meeting on January 26, 2023; and direct agency legal counsel to prepare a summary for publication as required by law.

DISCUSSION

To comply with SB 1383, RecycleSmart adopted Ordinance 21-1, the Mandatory Organic Waste Disposal Reduction Ordinance.

The County is the only RecycleSmart member agency with territory outside the RecycleSmart service area. The County adopted its own County-wide SB 1383 ordinance (County Ordinance 2021-38, adding Chapter 418-20 to the County Code), which includes areas outside the RecycleSmart service area where the County is directly responsible for SB 1383 implementation and compliance. Notwithstanding its County-wide ordinance, the County requests that RecycleSmart implement and enforce RecycleSmart's Ordinance 21-1 in portions of the County within RecycleSmart's service area, similar to RecycleSmart's role for all other member agencies.

At the County's request, staff of both agencies negotiated a MOU to clarify roles and responsibilities related to SB 1383 compliance and enforcement in the unincorporated portions of the County that are within the RecycleSmart service area (Attachment A). The MOU describes responsibilities regarding elements of SB 1383 such as record keeping, capacity planning, and enforcement. The County has also been working with the West Contra Costa Integrated Waste Management Authority, (RecycleMore) to negotiate a similar MOU for those portions of the County within RecycleMore's jurisdiction.

The County, along with all the other RecycleSmart member agencies, applied for and received one-time SB 1383 Local Assistance Grant Program funds from CalRecycle. Like the other member agencies, the County agreed to provide RecycleSmart a portion of its grant funds to support RecycleSmart's SB 1383 work plan for programs such as route monitoring, edible food generator monitoring and enforcement planning. The MOU describes the amount of funds available from the County, the approved uses of the funds, and RecycleSmart's reporting responsibilities to the County.

RecycleSmart's Ordinance, 16-1, Administrative Citations and Other Remedies, currently excludes the County areas from RecycleSmart's enforcement authority, and therefore must be amended. Staff is submitting, for introduction, Ordinance 22-1 (Attachment B), which would amend Ordinance 16-1. The only difference between the two versions is to confirm RecycleSmart's ability to enforce RecycleSmart's Ordinance 21-1 (Mandatory Organic Waste Disposal Reduction Ordinance) in the portion of unincorporated Contra Costa County within RecycleSmart's service area, beginning January 1, 2024. Second reading/adoption of Ordinance 22-1, amending Ordinance 16-1, will be scheduled for the next regular Board meeting on January 26, 2023.

ATTACHMENTS

- A. Memorandum of Understanding between Contra Costa County and CCCSWA and its Exhibits
- B. Ordinance 22-1, amending Ordinance 16-1 Administrative Citations and Other Remedies (strikethrough text showing proposed changes to current Ordinance 16-1)

**MEMORANDUM OF UNDERSTANDING
BETWEEN CONTRA COSTA COUNTY AND
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
REGARDING IMPLEMENTATION OF SB 1383 REGULATIONS**

This Memorandum of Understanding (“MOU”) is entered into, by and between Contra Costa County, a political subdivision of the State of California (“County”) and Central Contra Costa Solid Waste Authority, a joint powers authority established under the laws of the State of California (“Authority”) (collectively the “Parties” and individually a “Party”).

RECITALS

- A. On September 11, 1990, the Central Contra Costa Sanitary District, City of San Ramon and City of Walnut Creek formed Authority to exercise joint powers pertaining to solid waste handling and disposal in Central Contra Costa County. The member agencies entered a Joint Powers Agreement, which has been subsequently amended several times (last amended August 14, 2009) describing, among other things, delegation of authority from the member agencies to Authority. The current members of Authority are the cities of Walnut Creek, Lafayette and Orinda, the towns of Danville and Moraga, and County.
- B. On May 16, 2014, Authority’s Board of Directors authorized the execution of a franchise agreement with Allied Waste Systems, Inc. dba Republic Services of Contra Costa County (“Republic Services”) for the collection, transfer, transport, processing, diversion, and disposal of solid waste, compostable organic materials and recyclable materials within Authority’s territory (the “Collection Agreement”). Also on May 16, 2014, Authority’s Board authorized the execution of a separate franchise agreement with Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling for recyclable materials transfer, transport, processing and diversion within Authority’s territory (the “Recyclables Processing Agreement”). The terms of both agreements commence on March 1, 2015 and continue through February 28, 2025. Authority has exercised its option to extend the Recyclables Processing Agreement through February 28, 2027 and has issued notice of its intention to similarly extend the Collection Agreement.
- C. On February 2, 2016, County’s Board of Supervisors adopted Resolution No. 2016/61, which delegated to Authority the authority to enter into the Collection Agreement for the collection, transfer, transport, processing and diversion or disposal of solid waste, recyclable materials and compostable organic materials in the unincorporated portion of Authority’s territory (hereafter “Authority Unincorporated Area”), depicted in the map attached hereto as Exhibit A and incorporated herein by reference, and the authority to enter into the Recyclables Processing Agreement for the

transfer, transport, processing and diversion of recyclable materials collected in the Authority Unincorporated Area, effective as of March 1, 2015, and continuing through the terms of the referenced agreements.

- D. On September 19, 2016, Governor Jerry Brown signed into law the Short-lived Climate Pollutant Reduction Act ("SB 1383"). SB 1383 required the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. The regulations developed by CalRecycle under SB 1383 revised numerous provisions of division 7 of title 14 of the California Code of Regulations and added Chapter 12, entitled "Short-lived Climate Pollutants," effective January 1, 2022. Hereafter, Chapter 12 of division 7 of title 14 of the California Code of Regulations, with the exception of articles 8 and 9, will be referred to as the "SB 1383 Regulations."
- E. The SB 1383 Regulations require counties, cities and other local jurisdictions to adopt enforceable ordinances or other enforceable mechanisms to mandate that organic waste generators, haulers, and other entities comply with requirements in the SB 1383 Regulations. The SB 1383 Regulations generally address requirements applicable to organic waste collection services, inspection of waste containers for prohibited contaminants, regulation of commercial edible food generators, provision of education and outreach information to generators, reporting to CalRecycle on compliance with the SB 1383 Regulations, and maintenance of records of compliance with SB 1383 Regulations, with the goal of achievement of statewide organic waste disposal reduction targets.
- F. On December 9, 2021, the Board of Directors of Authority adopted Ordinance 21-1 ("Authority's Ordinance") for the purpose of implementing the SB 1383 Regulations within Authority's territory on behalf of Authority's members.
- G. On December 14, 2021, the County Board of Supervisors adopted County Ordinance No. 2021-38 ("County's Ordinance") for the purpose of implementing the SB 1383 Regulations within the unincorporated area of Contra Costa County.
- H. The Parties concur that both Authority's Ordinance and County's Ordinance may be enforced within the Authority Unincorporated Area. The Parties further concur that many of the requirements involved in the implementation of the SB 1383 Regulations within the Authority Unincorporated Area should be assigned to one entity in the interest of efficiency and to avoid confusion among customers of the collection franchisees within the Authority Unincorporated Area.

- I. Under the SB 1383 Regulations, a jurisdiction may designate a public or private entity to fulfill certain of the jurisdiction's responsibilities under the SB 1383 Regulations through an agreement such as a memorandum of understanding. (See Cal. Code Regs., tit. 14, § 18981.2, subd. (b).) Authority is currently the solid waste franchising authority within its territory, and is engaged in a number of activities to comply with several requirements contained in the SB 1383 Regulations on behalf of its member agencies. Authority receives revenue under its franchise agreements and from other sources that Authority uses to fund its operations, including its activities to comply with requirements in the SB 1383 Regulations. Given Authority's authority over solid waste handling within the Authority Unincorporated Area and the mechanisms available to Authority to collect fees from its franchisees and otherwise accept revenues related to solid waste handling, the Parties agree that Authority should assume the duty and costs of compliance with specified requirements in the SB 1383 Regulations on behalf of County. County and Authority have further agreed to enter into this MOU to memorialize their agreement regarding Authority's SB 1383 compliance activities on behalf of County within the Authority Unincorporated Area, and County's retained responsibilities under the SB 1383 Regulations.

- J. The Parties acknowledge that while Authority assumes responsibility for complying with certain requirements in the SB 1383 Regulations on behalf of County, County retains responsibility for complying with certain other requirements.

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein.

2. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in paragraph 7 of this MOU.

3. **Definitions.** Terms used but not defined in this MOU shall have the meaning set forth in Authority's Ordinance or, if a term is not defined in Authority's Ordinance, the meaning of the term set forth in the SB 1383 Regulations.
 - a. "County's Representative" means the County representative identified in paragraph 8 of this MOU or his or her designee.

 - b. "Title 14" means title 14 of the California Code of Regulations.

4. Responsibilities of Authority

a. Enforcement.

(1) Authority shall comply with all requirements applicable to jurisdictions set forth in Article 14 (Enforcement Requirements) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

(2) Notwithstanding language in Authority's administrative citations ordinance adopted on February 25, 2016 (Ordinance No. 16-1), which states in section 1.B., "[t]he administrative enforcement permitted by this ordinance will not be used at this time in the unincorporated County areas," Ordinance No. 16-1 may be applied within the Authority Unincorporated Area to enforce Authority's Ordinance except to the extent that Ordinance No. 16-1 conflicts with Authority's Ordinance or the SB 1383 Regulations. Authority has advised the County that Authority may seek to amend Ordinance No. 16-1 to expressly allow its application within the Authority Unincorporated Area for the sole purpose of enforcing Authority's Ordinance.

(3) Upon receipt of a written request from County to investigate an alleged violation of Authority's Ordinance or the SB 1383 Regulations within the Authority Unincorporated Area, Authority will timely investigate the alleged violation and take enforcement action as needed in the same manner that a jurisdiction would be required to investigate a complaint and take enforcement action against a violator under Article 14 of the SB 1383 Regulations.

(4) Upon receipt of a written request from County for assistance with investigation of a complaint received by County regarding an alleged violation of County's Ordinance, Authority's Ordinance or the SB 1383 Regulations within the Authority Unincorporated Area, Authority will assist with County's investigation and cooperate with County in any enforcement action that may be brought by County against the alleged violator. Such assistance could include but not necessarily be limited to reasonable efforts by Authority to obtain information from Authority's franchisees and providing written reports, declarations and oral testimony.

b. Organic waste collection services. Authority shall comply with all requirements applicable to jurisdictions set forth in Article 3 (Organic Waste Collection Services) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

c. Education and outreach. Authority shall comply with all requirements applicable to jurisdictions set forth in Article 4 (Education and Outreach) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

d. Reporting and recordkeeping. To aid County in its compliance with the reporting and recordkeeping requirements applicable to jurisdictions set forth in the SB

1383 Regulations, to the extent the requirements apply to the Authority Unincorporated Area, Authority shall:

(1) Provide County with electronic access to all Authority records related to Authority's responsibilities under this MOU through a cloud-based software program when, and for so long as, the County provides the program at the County's sole cost.

(2) Submit to County's Representative all of the information related to Authority's responsibilities under this MOU that County is required to include in its initial compliance report under section 18994.1 of Title 14, and annual reports under section 18994.2 of Title 14, at least thirty (30) days prior to the applicable reporting deadlines set forth in the foregoing provisions.

(3) Submit to County's Representative information related to County's allocational share of recovered organic waste product procurement arranged by Authority, if any, pursuant to section 18993.2 of Title 14 (Recordkeeping Requirements For Recovered Organic Waste Procurement Target).

e. Assistance with capacity planning. Authority shall comply with all requirements applicable to jurisdictions set forth in Article 11 (Organic Waste Recycling Capacity Planning) at sections 18992.1(b), 18992.1(c), 18992.2(b) and 18992.2(e) of the SB 1383 Regulations, on behalf of the County, in Authority Unincorporated Area.

(1) Organic waste processing capacity. If County determines that additional organic waste processing capacity is needed within the Authority Unincorporated Area, within one hundred twenty (120) days of receipt of notice by County's Representative, Authority will prepare and submit to County's Representative an implementation schedule for the Authority Unincorporated Area that conforms to the requirements in section 18992.1, subdivision (d)(1), of Title 14.

(2) Edible food recovery capacity. If County determines that additional edible food recovery capacity is needed within the Authority Unincorporated Area, within one hundred twenty (120) days of receipt of notice by County's Representative, Authority will prepare and submit to County's Representative an implementation schedule for the Authority Unincorporated Area that conforms to the requirements in section 18992.2, subdivision (c)(1), of Title 14.

f. Edible food recovery program. Authority shall comply with all requirements applicable to jurisdictions set forth in Article 10 (Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

g. Haulers. Authority shall comply with all requirements applicable to jurisdictions set forth in Article 7 (Regulation of Haulers) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

h. Sharing of Information. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by County's Representative for records created or obtained by Authority and related to Authority's SB 1383 compliance activities within the Authority Unincorporated Area, Authority will provide the records to County's Representative, except to the extent the records are not subject to disclosure under the California Public Records Act. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by County's Representative for other information related to Authority's SB 1383 compliance activities within the Authority Unincorporated Area, Authority will use its best efforts to obtain and provide the information to County's Representative in the form requested by County's Representative.

i. Cooperation. Authority acknowledges that County's compliance with the SB 1383 Regulations will be regularly evaluated by CalRecycle, and that County may be subjected to enforcement action by CalRecycle if CalRecycle identifies a violation of a provision of the SB 1383 Regulations within the Authority Unincorporated Area ("Violation"). Authority acknowledges that if such a Violation is not timely corrected as required by a notice of violation or corrective action plan, County, as a jurisdiction under the SB 1383 Regulations, could be subject to an action for administrative civil penalties for failing to satisfy its compliance obligations under the SB 1383 Regulations within the Authority Unincorporated Area. Authority acknowledges that, given the powers delegated to it by County, Authority is better situated than County to take action to prevent or correct such Violations, and that Authority's cooperation is essential to minimize the possibility of enforcement actions and penalty orders arising from Violations within the Authority Unincorporated Area. In accordance with the foregoing, upon request by County's Representative, Authority shall utilize its best efforts to assist County in satisfying its SB 1383 Regulations obligations, and addressing SB 1383 Regulations compliance issues, to the extent these obligations or compliance issues pertain to any of Authority's responsibilities under this MOU. Authority's assistance under this subparagraph includes the following:

- (1) Providing informal support to County in the course of compliance reviews by CalRecycle, such as participation in meetings, responding to inquiries, and providing information;
- (2) Taking action to correct or otherwise address potential compliance issues raised by CalRecycle or County;
- (3) Timely correcting any Violations, except to the extent that County's Conservation and Development Director and Authority's Executive Director agree on an alternative response to CalRecycle; and
- (4) Providing legal analyses (except to the extent subject to withholding for privilege), written declarations, testimony, and documentary evidence in support of County as needed in any administrative or civil action arising from a Violation.

Nothing in this subparagraph is intended to obligate Authority to perform any of County's obligations set forth in subparagraph 5.a. of this MOU.

5. Responsibilities of County

a. Compliance with SB 1383 Regulations. Except for those responsibilities expressly assumed by Authority under this MOU, County shall be responsible for compliance with the following requirements of the SB 1383 Regulations:

(1) Requirements applicable to jurisdictions within the unincorporated area of Contra Costa County, with the exception of the Authority Unincorporated Area.

(2) Requirements applicable to counties specifically, and not jurisdictions as defined in the SB 1383 Regulations, within Contra Costa County, including but not limited to organic waste recycling capacity planning under Article 11.

(3) Requirements contained in the following provisions of the SB 1383 Regulations, within the Authority Unincorporated Area:

(a) Article 12 (Procurement of Recovered Organic Waste Products).

(b) Article 13 (Reporting).

b. Sharing of information. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by Authority for records created or obtained by County and related to County's SB 1383 compliance activities within the Authority's Unincorporated Area, County will provide the records to Authority, except to the extent the records are not subject disclosure under the California Public Records Act. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by Authority for other information related to County's SB 1383 compliance activities within the Authority Unincorporated Area, County will use its best efforts to obtain and provide the information to Authority in the form requested by Authority.

c. Enforcement of County Ordinance. County shall be responsible for any enforcement of County's Ordinance within the Authority Unincorporated Area.

6. Costs.

a. Grant Sharing. County has received \$246,842 from CalRecycle's SB 1383 Local Assistance Grant Program ("SB 1383 Grant") to fund costs of SB 1383 implementation. Documents setting forth terms and conditions of the SB 1383 Grant are attached hereto as Exhibit B and incorporated herein by this reference. County will share the SB 1383 Grant with Authority in accordance with the following:

(1) Payment. County will provide Authority a \$60,000 share of the SB 1383 Grant (“Authority Grant”) within thirty (30) days after this MOU becomes effective under paragraph 14 of this MOU.

(2) Expenditures.

(a) Grant Activities. The Authority Grant may be used to fund costs of activities described in paragraph 4 of this MOU, or other implementation and monitoring activities required to comply with the SB 1383 Regulations, only to the extent that:

(i) The cost is not an “ineligible cost” as that term is described on page B-36 of Exhibit B;

(ii) The cost is not an “indirect cost” as that term is described on page B-37 of Exhibit B;

(iii) The activity to be funded takes place in the Authority Unincorporated Area, or otherwise pertains to compliance with the SB 1383 Regulations in the Authority Unincorporated Area;

(iv) The activity to be funded is described in the Personnel category of the approved budget for the SB 1383 Grant, set forth on pages B-14-15 of Exhibit B; and

(v) The activity to be funded takes (1) after November 2, 2022, and (2) before the date of termination of the SB 1383 Grant, as described on page B-32 of Exhibit B.

Activities described in this subparagraph 6.a.(2) will be referred to collectively as “Authority Grant Activities.”

(b) Supporting Documentation. Authority shall periodically and timely submit to County’s Representative supporting documentation for review by CalRecycle for any and all expenditures of Authority Grant funds that occurred in the period of time for which the submission is due. Supporting documentation may include but is not limited to, invoices, receipts, and records showing staff hours expended on, and compensation paid for, Authority Grant Activities (“Authority Expenditure Documentation”). A submission of Authority Expenditure Documentation is required for each period of time for which County is required under the SB 1383 Grant to submit an Expenditure Itemization Summary to CalRecycle, and due a minimum of fourteen (14) days prior to the date that County is required to submit its Expenditure Itemization summary. County’s submission deadlines, and periods of time for which submissions are due, are set forth on page B-32 of Exhibit B; however, such dates are subject to change by CalRecycle. As of the Effective Date, the periods of time for which submissions of Authority Expenditure Documentation are required under this

subparagraph 6.a.(2)(b), and the deadlines for each submission, are set forth in the table below:

Expenditure Period	Submission Deadline*
November 3, 2022, through May 2, 2023	April 19, 2023
May 3, 2023, through November 1, 2023	October 19, 2023
November 2, 2023, through May 2, 2024	April 18, 2024

* Authority acknowledges that the submission deadlines above precede the end of the period for which submissions are due, and that these deadlines were established to allow sufficient time for County's Representative to assemble and timely submit County's Expenditure Itemization Summary for each period. It is the sole responsibility of Authority to schedule its Authority Grant expenditures in a manner that will allow Authority to submit supporting documentation for each and every expenditure of Authority Grant funds for the period in question.

If CalRecycle changes the periods or submission deadlines under the SB 1383 Grant, County will promptly notify Authority in writing of the change(s). Thereafter, Authority will submit Authority Expenditure Documentation in accordance with the revised submission schedule.

(c) In the event County is required by CalRecycle to report information regarding Authority Grant expenditures that is not contained in the Authority Expenditure Documentation, within thirty (30) days after the date of a written request by County's Representative, Authority will provide the requested information in the form requested.

(d) Stop Work Notice. County will promptly notify Authority in writing if a written notice to stop work is received from CalRecycle, as described on page B-28 of Exhibit B. Expenditures incurred by Authority after issuance of a stop work notice by CalRecycle may not be funded with the Authority Grant unless and until County specifies otherwise in writing.

(3) Acknowledgements. Authority shall acknowledge CalRecycle support each time Authority publicizes, in any medium, any Authority Grant Activities funded by the Authority Grant. Authority must acknowledge CalRecycle in the same way that County is required to acknowledge CalRecycle under the terms of the SB 1383 Grant, as set forth on pages B-37 and B-38 of Exhibit B.

(4) Approved Contractors. Authority may use Authority Grant funds to pay for Authority Grant Activities performed by Authority, or by a contractor or subcontractor to Authority ("Authority Contractor").

(5) Return of Authority Grant Funds. Authority will promptly repay any or all Authority Grant funds to County if:

(a) Such funds have not been spent by Authority as of the end of the SB 1383 Grant term; or

(b) County provides written notice to Authority that CalRecycle has determined that such funds must be repaid.

(6) Documents and Access.

(a) Commencing on the Effective Date and ending three (3) years after CalRecycle's approval of County's final report regarding the SB 1383 Grant, or three (3) years after the end of the term of the SB 1383 Grant, whichever is later, Authority shall maintain all records pertaining to Authority Grant Activities. County will promptly notify Authority in writing of any and all changes by CalRecycle to the SB 1383 Grant term.

(b) Commencing on the Effective Date and ending three (3) years after CalRecycle's approval of County's final report regarding the SB 1383 Grant, or three (3) years after the end of the term of the SB 1383 Grant, whichever is later, Authority shall allow CalRecycle and County access to all records pertaining to Authority Grant Activities and access to Authority staff for interviews related to Authority Grant Activities, during normal working hours.

(c) During normal working hours throughout the term of the SB 1383 Grant and for ninety (90) days thereafter, or until all issues related to Authority Grant Activities have been resolved, whichever is later, Authority shall provide CalRecycle and County with access to locations where Authority Grant Activities funded with Authority Grant funds are or have been performed.

7. Termination. This MOU may be terminated by mutual written consent of the Parties. Any Party may terminate this MOU, for any reason or no reason, upon giving six (6) months' prior written notice to the other Party. Notwithstanding the foregoing, if County ceases to be a member of Authority, this MOU terminates upon termination of County's membership in Authority. Upon termination of this MOU, Authority shall have no further obligations to carry out the Responsibilities of Authority described in paragraph 4 of this MOU.

8. Notice. All notices under this MOU (including requests, reports, approvals, and other communications), shall be made in writing and either served personally, sent by first class mail, or sent by e-mail provided confirmation of delivery is obtained at the time of e-mail transmission, addressed as follows:

To Authority: Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596
Attn: Senior Program Manager
E-mail: judith@recyclesmart.org

To County: Contra Costa County
Department of Conservation & Development
30 Muir Road
Martinez, CA 94553
Attn: Solid Waste Program Manager
E-mail: Recycling@dcd.cccounty.us

Any Party may change the address to which notice is to be given by providing the other Party with written notice of the change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served, or if served by e-mail provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

9. Waiver. No waiver of any provision of this MOU will be binding unless executed in writing by the Party making the waiver. No waiver of any provision in this MOU will be deemed, or constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

10. Counterparts. This MOU may be executed in counterparts and so executed shall constitute an agreement which shall be binding upon the Parties hereto. A photocopy of the fully executed MOU shall have the same force and effect as the original.

11. Governing Law and Venue. This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the Parties arising out of this MOU shall be in Contra Costa County, California.

12. Amendment. This MOU may only be amended in writing signed by all Parties. This MOU may be amended to both extend the term and conditions, as well as to add tasks. Authority shall not begin new tasks without express written permission of County.

13. Entire Agreement. This MOU constitutes the entire agreement between County and Authority and supersedes all prior negotiations, representations, or agreements regarding the subject matter of this MOU, whether written or oral.

14. **Effective Date.** This MOU will take effect upon the date it is fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates indicated below.

COUNTY

AUTHORITY

By: _____
John Kopchik
Conservation and Development
Director

By: _____
Rob Hilton
Interim Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary Ann McNett Mason
County Counsel

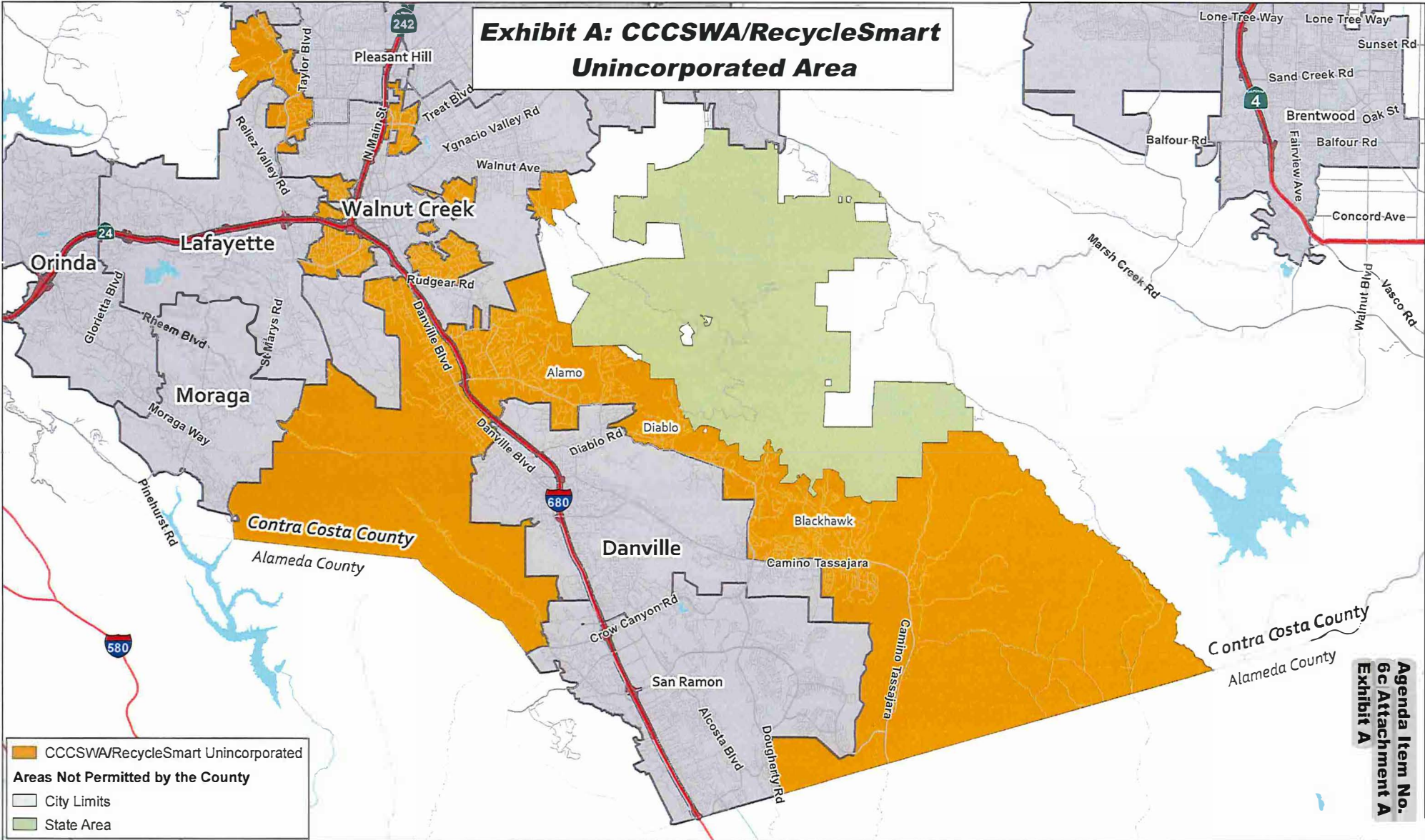
By: _____
Deputy County Counsel

By: _____
Deborah Miller
Legal Counsel

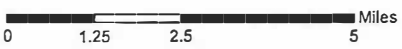
Attachments: Exhibit A – Map of Authority Unincorporated Area

Exhibit B – SB 1383 Local Assistance Grant Documentation

Exhibit A: CCCSWA/RecycleSmart Unincorporated Area



- CCCSWA/RecycleSmart Unincorporated
- Areas Not Permitted by the County
- City Limits
- State Area



Population numbers from 2010 Census Data

Map Created 2/25/2022
 by Contra Costa County Department of
 Conservation and Development, GIS Group
 30 Mull Road, Martinez, CA 94553
 37.5841, 79.14 122.0703, 7.9304

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

Agenda Item No. 6c
 Attachment A
 Exhibit A



EXHIBIT B

SB 1383 Grant Documents

Document	Pages
• Application	B-1 - B-8
• Grant Award Notification	B-9
• CalRecycle Budget Approval	B-10 - B-13
• Approved Budget	B-14 - B-15
• Exhibit A – Terms and Conditions	B-16 - B-29
• Exhibit B – Procedures and Requirements	B-30 - B-41



Application

Generated By: Justin Sullivan

Application Information

Applicant: Contra Costa County

Cycle Name: SB 1383 Local Assistance Grant Program

Cycle Code: OWR1

Grant ID: 24946

Application Due Date: 2/1/2022

Secondary Due Date: 3/1/2022

Grant Funds Requested: \$229,790.00

Request Advance Payment: Yes

Matching Funds: \$0.00 (if applicable)

Awarded Funds: \$246,842.00

Project Summary: The County plans to utilize SB 1383 local assistance funds to cover various costs associated with implementing and monitoring activities related to SB 1383. This may include, but is not limited to outreach, consultant fees, studies, infrastructure & equipment to assist with edible food recovery and organic material collection programs. Funding may also be used to procure recovered organic waste products and other operational expenses related to implementing and monitoring organics collection and edible food recovery programs. Lastly, funding may also be applied to staff costs associated with administering these funds in compliance with the applicable requirements, which includes tracking and reporting expenditures, as well as providing overall program support.

Applicant/Participant

Name: Contra Costa County

Lead: X

Federal Tax ID: 94-6000509

Jurisdiction: Contra Costa-Unincorporated

County: Contra Costa

Contacts

		Prime	Second	Auth	Cnslt
Justin Sullivan	Title: Conservation Planner		X		
Conservation and Development 30 Muir Road Martinez, Ca 94553	Phone: 9256552914 Fax: Email: Justin.Sullivan@dcd.cccounty.us				
Deidra Dingman	Title: Conservation Programs Manager	X		X	
Conservation and Development 30 Muir Road Martinez, Ca 94553	Phone: 9256552910 Fax: Email: Deidra.dingman@dcd.cccounty.us				
John Kopchik	Title: Director			X	
Conservation and Development 30 Muir Road Martinez, Ca 94553	Phone: 9256552703 Fax: Email: marjorie.koll@dcd.cccounty.us				
David Brockbank	Title: Conservation Planner		X		
Conservation and Development 30 Muir Road Martinez, Ca 94553	Phone: 9256552911 Fax: Email: david.brockbank@dcd.cccounty.us				

Budget

Category Name	Amount
Admin Costs	\$24,684.00
Collection	\$0.00
Compliance/Inspection/Visit/Enforcement	\$0.00
Education	\$20,000.00
Enforcement	\$0.00
Equipment	\$61,500.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$0.00
Materials	\$0.00
Personnel	\$140,658.00
Training	\$0.00
Upgrade/Expansion	\$0.00

No Site Information Provided

Documents

Document Title	Received Date
Required	
Application Certification	1/31/2022
Required By Secondary Due Date	
Resolution - Individual Application	1/6/2022
Resolution - Lead Participant	
Other Supporting Document(s)	
Draft Resolution	
Joint Powers Agreement	
Letter of Authorization/Resolution	
Letter of Designation	1/19/2022

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.
X Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

Not Applicable



Application Certification

Application Information

Applicant: Contra Costa County
 Cycle Name: SB 1383 Local Assistance Grant Program
 Cycle Code: OWR1
 Grant ID: 24946
 Grant Funds Requested: \$229,790.00
 Matching Funds: \$0.00 (if applicable)

Application Due Date: 02/01/2022
 Secondary Due Date: 03/01/2022

Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpt. Auth
Justin Sullivan	Conservation Planner		X			
Deidra Dingman	Conservation Programs Manager	X		X		
John Kopchik	Director			X		
David Brockbank	Conservation Planner		X			

Budget

Category Name	Amount
Admin Costs	\$22,979.00
Collection	\$0.00
Education	\$0.00
Enforcement	\$0.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$20,000.00
Materials	\$61,500.00
Personnel	\$125,311.00
Training	\$0.00
Upgrade/Expansion	\$0.00

Documents

Required	Document Title	Received Date
Application Certification		
Required By Secondary Due Date		
Resolution - Individual Application	Authorized Resolution	1/6/2022
Resolution - Regional Application Lead Participant		

Application Certification

Other Supporting Document(s)

Draft Resolution

Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

Letter of Designation

1/19/2022

Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

- Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

Program Questions

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If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

- Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

- Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

- Not Applicable

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

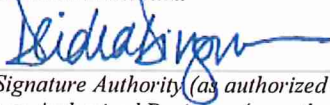
In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Application Certification

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X



1/31/2022

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

Deidra Dingman

Conservation Programs Manager

Print Name

Print Title

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/12/2016 by the following vote:

AYE:

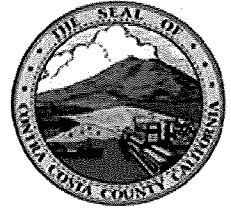
John Gioia, District I; Candace Andersen, District II; Mary N. Piepho, District III;
Karen Mitchoff, District IV; Federal D. Glover, District V

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2016/20

IN THE MATTER OF Authorizing Submittal of Applications to CalRecycle for Payment Programs and Related Authorizations

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that Contra Costa County is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Conservation and Development Director, or his designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 12, 2016

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Deidra Dingman, (925) 674-7825

By: Chris Heck, Deputy

cc:

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Amalia Cunningham
Assistant Deputy Director

(925) 655-2703

January 19, 2022

State of California
Department of Resources Recycling & Recovery (CalRecycle)
Attn: SB 1383 Local Assistance Grant Programs Unit
1001 I Street
P.O. Box 4025
Sacramento, CA 95812

**SUBJECT: LETTER OF DESIGNATION FOR SB 1383 Local Assistance
Grant Program FY 2021-2022 – Cycle OWR1**

To Whom It May Concern:

Deidra Dingman, Conservation Programs Manager, is hereby designated as the additional person authorized to submit and sign Contra Costa County Department of Conservation & Development's application and any other documentation needed to comply with the applicable requirements for the SB 1383 Local Assistance Grant Program – Fiscal Year 2021-22 – Cycle OWR1 (including Annual Reports and associated reporting documents).

Sincerely,

A handwritten signature in blue ink, appearing to read "JK", is written over a faint, larger blue signature that is partially obscured.

John Kopchik
Director

From: Tesser, Jayme@CalRecycle
To: [Deidra Dingman](#)
Cc: [David Brockbank](#); [Marjorie Koll](#); [Justin Sullivan](#)
Subject: SB 1383 Local Assistance Grant Program (OWR1) – Contra Costa County Award
Date: Wednesday, April 27, 2022 11:11:19 AM
Importance: High

Congratulations! The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the first round of the SB 1383 Local Assistance Grant Program. The Grant Award package consists of the following:

- Exhibit A – [Terms and Conditions](#)
- Exhibit B – [Procedures and Requirements](#)

Your specific award amount is \$246,842.

Please note that your budget and activities have not yet been approved. I will be reaching out to you in the next few weeks to revise your budget and discuss eligible and ineligible costs. I strongly suggest that you wait to incur costs until after our conversation. If costs are incurred prior, and it is determined that an item is ineligible, it will not be approved.

The grant award is subject to the condition as stated in the [Request for Approval of Awards for the SB 1383 Local Assistant Grant Program](#). If the recommended grantee does not pay or bring current all outstanding debts or scheduled payments owed to CalRecycle within 60 calendar days of the date of this letter, then the proposed grantee will not have met the required conditions, and the award will be void.

Please retain all Grant Award package documents, which include Exhibits A and B for your records.

If you have any questions, please contact me at (916) 341-6047 or Jayme.Tesser@CalRecycle.ca.gov.

I look forward to your participation in this grant program.

Sincerely,

Jayme Tesser
Grant Manager/Program Advisor, CalRecycle
1001 I Street | Sacramento | California | 95814
916.341.6047 | jayme.tesser@calrecycle.ca.gov

Save the Earth, one page at a time. Please consider the environment before printing this email.

Deidra Dingman

From: Tesser, Jayme@CalRecycle <Jayme.Tesser@calrecycle.ca.gov>
Sent: Friday, July 15, 2022 7:03 AM
To: Justin Sullivan
Cc: Deidra Dingman; David Brockbank
Subject: RE: REMINDER SB 1383 Budget Revision - Contra Costa County

Hello Justin,

I received your revision and your budget has been approved.

Thanks,

Jayme Tesser
CalRecycle

From: Justin Sullivan <Justin.Sullivan@dcd.cccounty.us>
Sent: Thursday, July 14, 2022 4:23 PM
To: Tesser, Jayme@CalRecycle <Jayme.Tesser@calrecycle.ca.gov>
Cc: Deidra Dingman <Deidra.Dingman@dcd.cccounty.us>; David.Brockbank <David.Brockbank@dcd.cccounty.us>
Subject: FW: REMINDER SB 1383 Budget Revision - Contra Costa County

[[EXTERNAL]]

Hi Jayme,

I hope all is well and you are enjoying the day.

I am following up on the below emails. Deidra and I hadn't heard back from you and wanted to ensure you had received our original email on May 11th as well as the follow up emails we submitted (6/22/22 & 6/23/22). If you could please confirm you received our responses and there is nothing more you require from us at this time, I'd greatly appreciate it. Thank you in advance for your time.

Cheers,

Justin Sullivan
Conservation Planner
Department of Conservation & Development
30 Muir Road,
Martinez, Ca 94553
Office: (925) 655-2914

**What should Contra Costa County be and look like in 20 years?
Check out [EnvisionContraCosta2040.org](https://www.contracostacounty.gov/2040) and let us know!**



From: Deidra Dingman <Deidra.Dingman@dcd.cccounty.us>
Sent: Thursday, June 23, 2022 10:40 AM
To: Jayme.Tesser@calrecycle.ca.gov
Cc: Justin Sullivan <Justin.Sullivan@dcd.cccounty.us>; David Brockbank <David.Brockbank@dcd.cccounty.us>
Subject: FW: REMINDER SB 1383 Budget Revision - Contra Costa County

I want to ensure you are aware that we submitted what was required prior to the deadline. Can you please reply to confirm receipt of below e-mail and attachment that we retransmitted to you yesterday (originally sent on May 11th)?

Sincerely,

Deidra Dingman, Deputy Director – Business & Information Services
Contra Costa County
Department of Conservation & Development
30 Muir Road
Martinez, CA 94553

Phone: 925-655-2910 *

* New phone effective April 1, 2021. Please update your address book accordingly.

 www.cccounty.us | www.cccrecycle.org 

The information contained in or accompanying this e-mail is intended only for the use of the stated recipient and may contain information that is confidential and/or privileged. If you have received this e-mail in error, please notify the sender immediately.

From: Justin Sullivan <Justin.Sullivan@dcd.cccounty.us>
Sent: Wednesday, June 22, 2022 9:05 AM
To: Tesser, Jayme@CalRecycle <Jayme.Tesser@calrecycle.ca.gov>; Deidra Dingman <Deidra.Dingman@dcd.cccounty.us>
Cc: David Brockbank <David.Brockbank@dcd.cccounty.us>
Subject: RE: REMINDER SB 1383 Budget Revision - Contra Costa County

Hi Jayme,

I'm responding on behalf of Deidra Dingman. I provided the document requested on May 11th. I've attached the document and a copy of the message that was sent at that time. Please let me know if you have any questions.

Cheers,

Justin Sullivan
Conservation Planner
Department of Conservation & Development
30 Muir Road,

Martinez, Ca 94553
Office: (925) 655-2914

**What should Contra Costa County be and look like in 20 years?
Check out EnvisionContraCosta2040.org and let us know!**



From: Tesser, Jayme@CalRecycle <Jayme.Tesser@calrecycle.ca.gov>
Sent: Tuesday, June 21, 2022 9:37 PM
To: Deidra Dingman <Deidra.Dingman@dcd.cccounty.us>
Cc: David Brockbank <David.Brockbank@dcd.cccounty.us>; Justin Sullivan <Justin.Sullivan@dcd.cccounty.us>
Subject: REMINDER SB 1383 Budget Revision - Contra Costa County
Importance: High

Good evening,

Please provide the information requested below by close of business, Thursday, June 23rd. This modification is a requirement of the grant and is not an optional drill.

Please make sure you budget the entirety of your grant award. You can refer to the award email sent on April 27th for your award amount.

Thank you,

Jayme Tesser
CalRecycle

From: Tesser, Jayme@CalRecycle
Sent: Wednesday, May 4, 2022 9:24 AM
Subject: SB 1383 Budget Revision - Due Wednesday May 11, 2022

Good morning,

In order to get your budget and activities approved, please fill out the attached budget document and send back no later than Wednesday, May 11th. Please use the award amount listed in your award email – sent on April 27th.

Important things to note:

1. This is being sent to all Primary, Secondary, and Consultant contacts listed in your application.
2. I will be reviewing these on a first submitted, first reviewed basis.
3. You can start incurring costs at any time, however if your costs are deemed ineligible your request will be denied.

Please feel free to contact me anytime if you have any question or concerns during the Grant Term. Hopefully, I will get a chance to talk with most, if not all, of you at some point over the next few years.

Thank you for your patience and I am excited to work with you all!

Jayne Tesser

Grant Manager/Program Advisor, CalRecycle

1001 I Street | Sacramento | California | 95814

916.341.6047 | jayne.tesser@calrecycle.ca.gov

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Budget

SB 1383 Local Assistance Grant Program

Grantee's Name: [REDACTED]

Admin Costs: Personnel time for admin including preparing pay requests and reports - Indirect costs are capped at 10%

Description	Dollar Amount
Funding may be used for, but are not limited to, the use of staff time for grant administration, monitoring compliance with programs, reporting and recordkeeping.	\$24,684.00
Indirect Costs	
Subtotal	\$24,684.00

Collection (Expand rows and columns as needed)

Description	Dollar Amount
Subtotal	\$0.00

Compliance/Inspection/Enforcement (Expand rows and columns as needed)

Description	Dollar Amount
Subtotal	\$0.00

Education: Costs associated with promotional materials for public education and outreach

Description	Dollar Amount
Funding may be used for, but not limered to, developing and reviewing outreach, designing a campaign, mailings, advertising, social media posts, print and mail costs for organics diversion and/or recovery programs.	\$20,000.00
Subtotal	\$20,000.00

Equipment: Personal protection equipment, and other cost of equipment associated with grant projects

Description	Dollar Amount
Funding for materials may include, but is not limited to, food scrap pails,	\$ 61,500.00
Subtotal	\$61,500.00

Personnel: Salary/benefits for staffing

Postion Title (If available)	Description	Dollar Amount

<p>The County plans to allocate a portion of personnel funding to JPAs as consultants to assist with various implementation and monitoring activities. Personnel funding may also be used to pay county staff and/or other consultants to assist with SB 1383 related programs, which may include, but is not limited to reviewing waivers, helping generators comply with organics collection programs, implementing edible food programs, developing waste characterization studies, food waste assessments, capacity studies, as well as designing a County outreach campaign.</p> <p>Personnel costs may also include, but are not limited to hiring new staff, staff time for reviewing waivers, training Code Enforcement and Environmental Health staff to conduct inspections, identify violations and develop enforcement programs.</p>		\$140,658.00
	Subtotal	\$140,658.00

Upgrade/Expansion:

Description	Dollar Amount
Subtotal	\$0.00

Expenditure Itemization Grant Total: **\$246,842.00**

Exhibit A

Terms and Conditions

SB 1383 Local Assistance Grant Program Fiscal Year 2021–22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle

approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to

CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



January 2022

Amended April 2022

Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements

SB 1383 Local Assistance Grant

Program

First Round Funding

Fiscal Year 2021–22

Copies of these Procedures and Requirements must be shared with both the Grantee's Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

~~April 1, 2022~~: **Grant Term Begins:** Date CalRecycle sends the award email

~~October~~ **November 3, 2022: Expenditure Itemization Summary 1 Due**

- Covering expenses from ~~April 1, 2022~~, the Grant Term Start Date through ~~October~~ November 2, 2022

~~April~~ **May 3, 2023: Expenditure Itemization Summary 2 Due**

- Covering expenses from ~~October~~ November 3, 2022, through ~~April~~ May 2, 2023

~~October~~ **November 2, 2023: Expenditure Itemization Summary 3 Due**

- Covering expenses from ~~April~~ May 3, 2023, through ~~October~~ November 1, 2023

~~April~~ **May 2, 2024: Expenditure Itemization Summary 4 Due**

- Covering expenses from ~~October~~ November 2, 2023, through May 2, 2024

~~April~~ **May 2, 2024: Final Report Due**

- Covering activities from ~~April 1, 2022~~ the Grant Term Start Date through ~~April~~ May 2, 2024

~~April~~ **May 2, 2024: Grant Term End**

Note: These dates are subject to change. If they change, Grant Managers will notify the Awardees immediately.

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee uploads expenditure documentation.
- **Reports tab:** Grantee uploads required reports.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents for an expenditure or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant, they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on the date CalRecycle sends the award email April 1, 2022 and ends on ~~April~~ May 2, 2024. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to ~~April 1, 2022~~ the grant term start date or after the grant term end date will be considered ineligible.

The Final Report, final Expenditure Itemization Summary, and Certification Document are due on ~~April~~ May 2, 2024.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on May 2, 2024 ~~April 1, 2022 and ends April 2, 2024~~. All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date. All services must be provided and goods received during this period in order to be eligible costs.

Eligible costs include:

- Personnel
- Consultants
- Safety Equipment
- Vehicles/Trucks
 - For compost procurement activities - Vehicles/tractors, turf tires, forklifts or compost slingers

Note: The Grantee needs to own and control the vehicle, however they may allow participants to use the vehicle for grant implementation purposes only.

- Education and Outreach materials
 - Print Media
 - Television, radio, video, and social media
 - Materials offered in other languages
- Door-to-Door Outreach
- Signage
- Recordkeeping or tracking software
 - Software to match donor with food bank
 - Recordkeeping/reporting software
 - Procurement tracking software
 - Apps for food recovery
- Inspections and Enforcement
- Training
- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
 - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
 - Accessories used for security, protection, and charging

- Equipment
 - For larger items, The Grantee needs to own and control the equipment, however, they may allow participants use of said equipment for grant implementation purposes.
- Bins (green and blue only) and lids
 - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Equipment
 - Food distribution - included refrigeration, coolers, and packing materials

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to grant implementation will be considered ineligible. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to ~~April 1, 2022~~ the Term Start Date or after ~~April~~ May 2, 2024
- Development, purchase, or distribution of strictly promotional give-away items Stuff We All Get, (SWAG) (<https://www.calrecycle.ca.gov/Funding/SWAG/>)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food dehydrators or liquefiers
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones
- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Out-of-state travel
- Conferences and symposiums
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
 - Refer to the Memorandum (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) for travel policies.
 - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations

- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.
- Costs deemed unreasonable or not related to the project by the Grant Manager

Modifications

The grantee must submit any proposed revision(s) to the project in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised changes to GMS and notify the grantee. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project is funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. "Funded by a grant from CalRecycle." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
 - There are two acceptable Spanish translations: "Financiado por una beca del CalRecycle" or "Patrocinado por fondos del CalRecycle." For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.

2. [CalRecycle logo](https://www.calrecycle.ca.gov/gallery/) (https://www.calrecycle.ca.gov/gallery/) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
3. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

Reporting Requirements

The Grant Agreement requires a Final Report; however, the Grant Manager may require additional status information at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in forfeiture by the grantee of any unspent funds received under this agreement, and repayment of all funds to CalRecycle.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

Grantees with awards over \$1,000,000 will need to collect and submit information on any jobs created or paid by the grant on a bi-annual basis. Grant Managers will work with Grantees on when and how to submit the information. CalRecycle will provide a report template at a later date. Progress reports must include the following:

- Jobs
 - Provide number of jobs created and paid for in whole or in part by this grant during the reporting period. Include job title or classification, job permanence, total project work hours, hourly pay rates or salaries, as well as benefits from the job, such as healthcare, paid vacation or sick leave and hiring strategy.
- Jobs provided to members of Priority Populations.
 - In addition to the item, above, provide the same jobs information for any positions filled by members of priority populations. More information about Priority Populations can be found at [California Air Resources Board Priority Population Investments webpage](http://www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm) (www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm).

Note: This requirement is subject to change at CalRecycle’s discretion. If any reporting requirement changes, Grant Managers will notify the Awardees.

Final Report

The Final Report is due **April May 2, 2024 (report template will be provided at a later date)**. This report should cover grant activities **from April 1, 2022 the Term Start Date through April May 2, 2024**. The grantee must include the following items in the Final Report:

1. The Grant Number, grantee’s name, and Grant Term.
2. The following disclaimer statement on the cover page:

“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

Note: This requirement is subject to change at CalRecycle’s discretion. If any reporting requirement changes, Grant Managers will notify the Grantees.

Grant Payment Information

- CalRecycle will make grant payments to only the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

Expenditure Itemization Summary and Documentation

The grantee must submit the EIS and Certification Document (a template will be provided at a later date) in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). Please refer to the “Milestones” section (above) for required due dates.

- **Expenditure Itemization Summary (EIS)**
 - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s Budget tab.
 - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.
- **Certification Document**
 - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.

Note: This requirement is subject to change at CalRecycle’s discretion. If any expenditure reporting requirement changes, Grant Managers will notify the Awardees.

Failure to submit the EIS and Certification Document by the due date may result in the forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

To submit an EIS:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

Note: Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Unspent Funds

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by ~~June 15, 2024~~ May 16, 2024. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR1-21-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting
SB 1383 Local Assistance Grant Unspent Funds
PO Box 4025
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after Final Report approval date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, Expenditure Itemization Summary forms, payment supporting documentation, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Reliable Contractor Declaration (formerly Unreliable List) requirement of their Terms and Conditions.

The Reliable Contractor Declaration (formerly Unreliable List) provision requires the following: Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to the [California Code of Regulations](http://www.calregs.com) (www.calregs.com).

If any of the events listed in Section 17050 have occurred, disclosure is required but will not necessarily result in CalRecycle refusing to approve the contractor. A signed statement explaining the facts and circumstances of the events must be attached to and submitted with this form.

Contractor: Complete the form and send original to the Grantee.

Grantee: Scan the form and upload it to the grant in CalRecycle's Grant Management System. For further instruction about logging into the Grant Management System and uploading this form, reference the Procedures and Requirements. Retain the original form in your grant file.

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME:	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME:	
MAILING ADDRESS:	
<p>As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.</p> <p>Alternatively, as the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, if any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor, I have disclosed all such occurrences in an attached signed statement that explains the facts and circumstances of the listed events.</p>	
Signature	Date

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 9/16)

Title 14 CCR, Division 7, Chapter 1**Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("[Unreliable List](#)"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

ORDINANCE 22-1
AMENDING ORDINANCE 16-1

AN ORDINANCE OF THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
AMENDING THE ADMINISTRATIVE CITATIONS AND OTHER REMEDIES
ORDINANCE

WHEREAS, On February 25, 2016, the Central Contra Costa Solid Waste Authority (“CCCSWA”) Board of Directors adopted Ordinance 16-1 (Administrative Citations and Other Remedies), providing a system for administrative citations and enacting administrative procedures that govern the imposition, enforcement, collection, and administrative review of administrative fines and penalties for violations of CCCSWA’s ordinances; and

WHEREAS, CCCSWA Ordinance 16-1 at Section 1(B) provides: “The administrative enforcement permitted by this ordinance will not be used at this time in unincorporated [Contra Costa] County areas;” and

WHEREAS, On December 9, 2021, the CCCSWA Board of Directors adopted Ordinance 21-1 (Mandatory Organic Waste Disposal Reduction), as required by California Department of Resources Recycling and Recovery (“CalRecycle”) regulations implementing Senate Bill 1383 (Short-Lived Climate Pollutant Reduction Act of 2016) (“SB 1383”). The SB 1383 regulations generally address requirements applicable to organic waste collection services, inspection of waste containers for prohibited contaminants, regulation of commercial edible food generators, provision of education and outreach information to generators, reporting to CalRecycle on compliance with the SB 1383 regulations, and maintenance of records of compliance with the SB 1383 regulations, with the goal of achievement of statewide organic waste disposal reduction targets; and

WHEREAS, CCCSWA Ordinance 21-1 implements relevant provisions of the SB 1383 regulations on behalf of CCCSWA’s member agencies throughout CCCSWA’s territory, including the portions of unincorporated Contra Costa County within CCCSWA’s territory (“County Unincorporated Area”);

WHEREAS, CCCSWA Ordinance 21-1 at Section 12 describes CCCSWA’s enforcement authority for violations of Ordinance 21-1, beginning January 1, 2024;

WHEREAS, Notwithstanding CCCSWA Ordinance 16-1 at Section 1(B), County desires CCCSWA to enforce CCCSWA Ordinance 21-1 in the County Unincorporated Area within CCCSWA’s territory, including, beginning January 1, 2024, taking enforcement actions for violations of Ordinance 21-1 following the procedures contained in CCCSWA Ordinance 16-1;

WHEREAS, CCCSWA wishes to amend Ordinance 16-1 to confirm that CCCSWA may apply Ordinance 16-1 to County Unincorporated Area within CCCSWA’s territory for the purpose of enforcing Ordinance 21-2 (but no other CCCSWA ordinance).

NOW, THEREFORE, the Board of Directors (“Board”) of the CCCSWA hereby ordains as follows:

Section 1. Adoption. This Ordinance 22-1 amends Ordinance 16-1 (Administrative Citations and Other Remedies), as set forth in Exhibit A. Text to be added is indicated in underlined font (e.g., underlined) and text to be deleted is indicated in ~~strikeout~~ font (e.g., ~~strikeout~~).

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance 22-1 is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance irrespective of the invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 3. CEQA. The Board finds that this Ordinance 22-1 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Title 14 of the California Code of Regulations) Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change in the environment, directly or indirectly. Further, this action is exempt from CEQA under CEQA Guidelines Section 15061(b)(3) (the amendments are exempt because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment).

Section 4. Effective Date. This Ordinance 22-1 shall be effective 30 days after its adoption.

Section 5. Publication. The Board Secretary shall either (a) have this Ordinance 22-1 published once within 15 days after adoption in a newspaper of general circulation in Contra Costa County, or (b) have a summary of this Ordinance with the names of the Board members voting for and against the Ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again within 15 days after its adoption, and with a certified copy of the entire Ordinance posted at the CCCSWA offices.

The foregoing Ordinance was introduced at a regular meeting of the Board on December 8, 2022, and adopted and ordered published at a regular meeting of the Board on January 26, 2023 by the following vote:

AYES: Members: _____

NOES: Members: _____

ABSTAIN: Members: _____

ABSENT: Members: _____

Renata Sos, Chair
Central Contra Costa Solid Waste Authority
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

Janna McKay, Secretary of the Board,
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

EXHIBIT A

**ORDINANCE 16-1
AS AMENDED BY ORDINANCE 22-1**

ADMINISTRATIVE CITATIONS AND OTHER REMEDIES

RECITALS

WHEREAS, the Central Contra Costa Solid Waste Authority (CCCSWA) has the authority, via its Member Agencies, to make violations of its ordinances subject to an administrative fine or penalty under Government Code sections 53069.4 and 36901; and

WHEREAS, setting procedures for the imposition of administrative citations will allow the CCCSWA to more easily resolve violations of CCCSWA ordinances administratively rather than pursuing criminal remedies; and

WHEREAS, pursuant to Article II, Section 1.A of Ordinance Number 97-01, the CCCSWA wishes to provide for a system of administrative citations, which would be in addition to all other legal remedies, criminal or civil, that the CCCSWA may pursue to address a violation of its ordinances; and

WHEREAS, the CCCSWA wishes to enact administrative procedures that shall govern the imposition, enforcement, collection, and administrative review of administrative fines or penalties for Violations of all its ordinances; and

WHEREAS, the CCCSWA further wishes to specifically enumerate its authority to pursue civil actions as an additional remedy to address violations of its ordinances; and

WHEREAS, ~~this ordinance is not currently intended to be used in unincorporated County areas~~ in unincorporated County areas of CCCSWA's territory, this ordinance is only intended to be used to enforce CCCSWA Ordinance Number 21-1, the Mandatory Organic Waste Disposal Reduction Ordinance and no other CCCSWA ordinance.

NOW, THEREFORE, the Board of the Central Contra Costa Solid Waste Authority does hereby ordain as follows:

Section 1 APPLICABILITY

- A. This ordinance provides for an administrative enforcement mechanism that is in addition to all other legal remedies, criminal or civil, that may be pursued by the CCCSWA to address any violation of its ordinances, including all existing ordinances and any future ordinance adopted after the effective date of this ordinance.
- B. ~~The administrative enforcement permitted by this ordinance will not be used at this time in unincorporated County areas~~ In unincorporated County areas of CCCSWA's territory, the administrative enforcement permitted by this ordinance

will only be used to enforce CCCSWA Ordinance Number 21-1, the Mandatory Organic Waste Disposal Reduction Ordinance, as may be subsequently amended and no other CCCSWA ordinance.

- C. Member Agencies are authorized to enforce CCCSWA ordinances in their jurisdictions using this ordinance.
- D. Use of this ordinance is at the sole discretion of the CCCSWA and/or the affected Member Agency.

Section 2 DEFINITIONS

For purposes of this ordinance:

- A. “Enforcement Officer” shall mean any CCCSWA officer, employee or agent, or any Member Agency officer, employee or agent, or any other representative of the CCCSWA with the authority to enforce any duly adopted ordinance of the CCCSWA.
- B. “Hearing Officer” shall mean that person(s) designated by the Executive Director.
- C. “Person Responsible” shall mean a Person(s), as that term is defined in Article I, Section 2(39) of Ordinance Number 97-1, determined by the Enforcement Officer to have violated or is maintaining a violation of any CCCSWA ordinance.
- D. “Violation” shall mean the act or instance of violating any provision of CCCSWA’s ordinances, including all existing ordinances and any future ordinance adopted after the effective date of this ordinance. Each and every day during any portion of which a violation of any provision of any CCCSWA ordinance is committed, continued or permitted to continue shall constitute a separate violation. When the act or instance of violation occurs at multiple properties or businesses, each act or instance of violation at a separate property or business shall also constitute a separate violation.

Section 3 ADMINISTRATIVE CITATION

- A. Whenever an Enforcement Officer determines that a Violation has occurred or is being maintained, the Enforcement Officer shall have the authority to issue administrative citations to any Person Responsible.
- B. If a citation is to be issued, each administrative citation shall contain the following information:
 - 1. The date of the Violation;
 - 2. The address or a definite description of the location where the Violation occurred;

3. The ordinance section violated and a description of the Violation;
 4. The amount of the fine for the Violation;
 5. If applicable, the action necessary to correct the Violation and a reasonable correction period;
 6. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;
 7. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained;
 8. The name and signature of the citing Enforcement Officer.
- C. The administrative citation may be served via certified mail, postage prepaid, first class mail or may be personally served on the Person Responsible in accordance with Section 12 below. If personally served, the Enforcement Officer will attempt, to the extent possible, to obtain the signature of the Person Responsible on the administrative citation, if he or she can be located. If the Person Responsible refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the citation and subsequent proceedings.

Section 4 AMOUNT OF FINES

- A. Except where a Violation is designated as an infraction in a CCCSWA ordinance, the fines imposed shall be as follows:
1. \$250 for a first Violation.
 2. \$500 for a second Violation of the same ordinance within one year of the first violation.
 3. \$1,000 for the third and each additional Violation of the same ordinance within one year of the first violation.
- B. Pursuant to Government Code section 53069.4(a)(1), where a Violation is designated as an infraction in a CCCSWA ordinance, the fines imposed shall be as follows:
1. \$100 for a first Violation.
 2. \$200 for a second Violation of the same ordinance within one year of the first violation.

3. \$500 for the third and each additional Violation of the same ordinance within one year of the first violation.

Section 5 PAYMENT OF FINES

- A. The administrative citation fine shall be paid to the CCCSWA or its Member Agency within thirty (30) days from the date of the administrative citation.
- B. Payment of a fine under this ordinance shall not excuse or discharge any continuation or repeated occurrence of the Violation that is the subject of the administrative citation.

Section 6 HEARING REQUEST

The Person Responsible may contest the citation by completing a request for hearing form and returning it to the CCCSWA within fifteen (15) calendar days from the date of the administrative citation, together with an advance deposit of the fine. A request for hearing form may be obtained from the department specified on the administrative citation.

Section 7 HEARING OFFICER

The Executive Director shall designate hearing officers for administrative citation hearings. Hearing Officers may be employees of CCCSWA or its Member Agencies or non-employees qualified to hear such matters and selected in a manner that avoids the potential for bias. A Hearing Officer's continued employment, performance evaluation, compensation and benefits shall not, directly or indirectly, be linked to the number or amount of fines upheld by the Hearing Officer.

Section 8 HEARING PROCEDURE

- A. No hearing to contest an administrative citation before a Hearing Officer shall be held unless the fine has been deposited in advance in accordance with section 6.
- B. A hearing before the Hearing Officer shall be set for a date that is not less than fifteen (15) calendar days and not more than sixty (60) calendar days from the date that the request for hearing is filed.
- C. A Person Responsible who has complied with subsection A shall be notified of the time and location for the hearing at least ten (10) calendar days prior to the date of the hearing. The location set for the hearing will be within the CCCSWA service area.

If the Enforcement Officer submits an additional written report concerning the administrative citation to the Hearing Officer for consideration at the hearing, then a copy of this report shall also be served on the Person Responsible who has complied with subsection A at least five (5) calendar days prior to the date of the hearing.

- D. At the hearing, the Person Responsible who has contested the administrative citation in compliance with Section 6 shall be given the opportunity to testify and to present evidence concerning the administrative citation.
- E. The failure of any Person Responsible who has contested the administrative citation in compliance with Section 6 to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.
- F. The administrative citation and any additional report submitted by the Enforcement Officer shall constitute prima facie evidence of the respective facts contained in those documents.
- G. Evidence offered during a hearing must be credible and relevant in the estimation of the Hearing Officer, but formal rules governing the presentation and consideration of evidence shall not apply.
- H. The Hearing Officer may continue the hearing and request additional information from the Enforcement Officer or the Person Responsible prior to issuing a written decision.

Section 9 HEARING OFFICER'S DECISION

- A. After considering all of the testimony and evidence submitted at the hearing, the Hearing Officer shall issue a written decision to uphold, modify or overturn the administrative citation and shall list in the decision the reasons for that decision. The decision of the Hearing Officer shall be final.
- B. If the Hearing Officer determines that the administrative citation should be upheld, then the fine amount on deposit with the CCCSWA shall be retained by it.
- C. If the Hearing Officer determines that the administrative citation should be modified or overturned, then the CCCSWA shall promptly refund any amount of the deposited fine not upheld by the Hearing Officer, together with interest at the average rate earned on the CCCSWA's portfolio for the period of time that the fine amount was held by the CCCSWA.
- D. The Person Responsible shall be served with a copy of the Hearing Officer's written decision.

Section 10 RECOVERY OF ADMINISTRATIVE CITATION FINES AND COSTS

The CCCSWA or its Member Agencies may collect any past due administrative citation fine or late payment charge by use of all available legal means including, but not limited to, means available for the collection of judgments, liens, special assessments and actions for recovery of money.

The CCCSWA and/or its Member Agencies also may recover its collection costs, including, but not limited to, administrative costs and attorney fees generated from its attempt to collect any past due administrative fine or late payment charge. Such collection costs shall be in addition to any penalties, interest, or late charges imposed pursuant to an ordinance or resolution of the CCCSWA Board. However, CCCSWA and its Member Agencies shall not recover attorney's fees in connection with the administrative hearing process on administrative citations.

Section 11 RIGHT TO JUDICIAL REVIEW

- A. Any person aggrieved by a decision of the Hearing Officer may obtain review of the decision by filing an appeal with the superior court in Contra Costa County in accordance with the time lines and provisions set forth in Government Code section 53069.4(b)(1).

In any appeal filed pursuant to Government Code section 53609.4(b)(1) where the Violation charged in the administrative citation is designated as a public nuisance, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs generated from the prevailing party's defense or prosecution of the appeal; provided, that, pursuant to Government Code Section 38773.5, attorneys' fees shall only be available in an action or proceeding in which the CCCSWA or its Member Agency has elected, at the commencement of such action or proceeding, to seek recovery of its own attorneys' fees. In no action or proceeding shall an award of attorneys' fees to a prevailing party pursuant to this Section exceed the amount of reasonable attorneys' fees incurred by the CCCSWA or its Member Agency in its defense of the appeal.

Where the Violation charged in the administrative citation is not designated as a public nuisance, the CCCSWA or its Member Agency shall be entitled to recover reasonable attorneys' fees and costs generated from its defense of the appeal if it is the prevailing party provided, that attorneys' fees shall only be available in an action or proceeding in which the CCCSWA or its Member Agency has elected, at the commencement of such action or proceeding, to seek recovery of its own attorneys' fees.

- B. The CCCSWA and/or its Member Agency are prohibited from seeking review of an administrative decision of a Hearing Officer on an administrative citation pursuant to Government Code Section 53069.4.
- C. No administrative decision of a Hearing Officer on an administrative citation shall estop the CCCSWA, any of its Member Agencies or any of its employees from exercising his, her or its independent authority and judgment in any other forum within or outside the CCCSWA.

Section 12 NOTICES

- A. The administrative citation and all notices required to be given by this ordinance may be served on the Person Responsible by personal delivery. Notices and administrative citations may also be mailed to the Responsible Party by certified

mail, postage prepaid. Simultaneously, the same administrative citation or notice may be sent by first-class mail, postage prepaid. If an administrative citation or notice sent by certified mail is returned unclaimed, service by first-class mail shall nevertheless be effective if that mail is not returned. The mail shall be addressed to such person to be notified at his last known business or residence address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. In addition, if the Enforcement Officer's reasonable investigation reveals a different home or business address for the Responsible Person, a copy of the administrative citation or notice shall also be sent to this alternate address by first-class mail, postage prepaid. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

- B. Failure to receive any notice specified in this ordinance does not affect the validity of proceedings conducted hereunder.

Section 13 REMEDIES CUMULATIVE

The remedies provided for in this ordinance shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to the CCCSWA and/or its Member Agencies.

Section 14 FUNDING OF ENFORCEMENT EFFORTS BY MEMBER AGENCIES

To the extent that a Member Agency implements enforcement programs pursuant to this ordinance, that Member Agency shall be responsible for the costs associated with issuing the administrative citation, processing any timely request for a hearing pursuant to Section 6, conducting the hearing and defending against any timely appeal filed pursuant to Government Code section 53069.4(b)(1).

However, that Member Agency may track staff time and funds expended for those activities and submit a statement of expenses to the CCCSWA for reimbursement. Within 30 days of receiving the statement of expenses, the CCCSWA will reimburse the Member Agency using CCCSWA reserve funds attributed to that Member Agency provided sufficient funds are available. If sufficient reserve funds attributed to that Member Agency are not available when the Member Agency submits a statement of expenses, then CCCSWA will reimburse the Member Agency within 30 days of such funds becoming available.

If CCCSWA recovers a fine(s) as a result of a Member Agency issuance of an administrative citation, those fines will be deposited into the reserve fund for that Member Agency. If the Member Agency recovers any costs and/or attorneys' fees in its defense of an appeal to the superior court, then it shall retain those costs and/or attorneys' fees.

Section 15 ADDITIONAL REMEDIES

In addition to any other remedy available to CCCSWA to address a Violation including, but not limited to issuance of administrative citations, CCCSWA may bring an action for injunctive relief, recovery of damages, fines and penalties including an action for public sale of property to pay any outstanding liens.

In any such action where the Violation sought to be addressed is designated as a public nuisance, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs; provided, that, pursuant to Government Code Section 38773.5, attorneys' fees shall only be available in an action or proceeding in which the CCCSWA has elected, at the commencement of such action or proceeding, to seek recovery of its own attorneys' fees. In no action or proceeding shall an award of attorneys' fees to a prevailing party pursuant to this Section exceed the amount of reasonable attorneys' fees incurred by the CCCSWA.

Section 16 SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

Section 17 — EFFECTIVE DATE

~~Upon adoption, this Ordinance shall be entered in the minutes of the CCCSWA Board and a summary shall be published in the Contra Costa Times within 15 days after adoption, and this Ordinance shall take effect and be in force and effect immediately after the 30th day following adoption.~~



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: ROB HILTON, INTERIM EXECUTIVE DIRECTOR
DATE: DECEMBER 8, 2022
SUBJECT: EXECUTIVE DIRECTOR'S MONTHLY REPORT

SUMMARY

RecycleSmart Staff performs high level programmatic and administrative tasks each month to provide outreach and education to residents, businesses and schools to increase diversion and instill waste prevention practices. Staff manages the franchise agreements and customer service in addition to monitoring monthly reporting by our service providers. Staff actively engages with member agency staff, community groups and regional partners on a variety of topics including SB 1383, legislation and industry best practices.

RECOMMENDED ACTION

1. This report is provided for information only. No Board action is required.

DISCUSSION

The Interim Executive Director started in July 2022 with the following key priorities. At the conclusion of this interim period and in anticipation of our new permanent Executive Director, staff is pleased to report the following results of these priority efforts.

- **Franchise Extension with Republic Services.** Agenda item 6a for this meeting presents the final resolution of negotiations with Republic related to a 2-year franchise extension that is intended to provide the Authority with adequate time to plan for and conduct the procurement process for the next generation of franchise services. We have successfully negotiated this extension without having to fund the replacement of Republic's fleet, as they initially requested of the prior Executive Director. This results in a savings of millions of dollars per year to ratepayers. In exchange, Republic will retain their existing depreciation and interest budget, which should adequately fund some limited truck replacements and the increased maintenance associated with operating a somewhat older fleet.

- **Rate Year 9 Rate Application.** Agenda items 5a and 6a for this meeting present the final resolution of the Rate Year 9 base and special rate applications. Republic initially requested an increase of \$8M per year in special costs – resulting in a potential increase to ratepayers of over \$35M during the remaining contract term. The resolution presented in the second amendment to the franchise results in a savings to ratepayers of at least \$15M compared to that initial request. In addition, the amendment seeks to improve the reliability of service for our ratepayers with over \$10M of future rate adjustments conditioned on Republic’s improved and sustained performance through the remaining term of the agreement.
- **Finance Manager Recruitment.** Working with the Personnel Committee and our outside recruiter at Robert Half, the position was reclassified from a “Finance Manager” to a Senior Accountant. A highly qualified candidate with experience in small organization, full scope accounting as well as local government accounting was identified and hired at an annual savings of approximately \$60,000 compared with our prior Finance Manager. Mary Grace Comas joins RecycleSmart on December 5, 2022.

Completed and Ongoing Activities in November and December 2022

- RecycleSmart holiday organics outreach (Attachment A) was placed in the local papers throughout the month of December. RecycleSmart uses local newspapers including the Lamorinda Weekly, Orinda News, Walnut Creek Journal, Rossmoor News, Valley Sentinel and Danville Alamo Today.
- Monthly meeting with schools programs contractor Ruth Abbe & Associates. Discussion topics included remaining WasteBusters and scholarship awards, update on reusables in schools, challenges and successes with engaging with schools reluctant to participate in sorting, and fall newsletter.
- Bi-weekly Franchise meeting with Republic Services. Staff works collaboratively with Republic’s management team, recycling coordinators and finance staff to discuss franchise requirements, customer feedback and service issues, member agency requests, rates, ongoing commercial site visits and outreach.
- Fall RecycleSmart newsletter mailed to single-family and multifamily residents.
- The RecycleSmart website home page was updated to include an “About Us” icon at the top of the page (rather than only at the bottom) to help the public navigate to Board meetings, Ordinances and Agreements, and customer service information.
- Annual Construction & Demolition (C&D) Debris Program meeting with Member Agency C&D / Building Permit staff, November 29.
- Completed annual permit renewals for RecycleSmart Permitted C&D Transporters for Permit Year 2022-23, as required by CCCSWA Ordinance No. 12-2 (Construction and Demolition Debris Program).

SB 1383 Completed and Ongoing Activities in November and December 2022

- Recyclesmart’s contractor, SCS Engineers, was in the field performing residential and commercial “lid-flips” November 7-11. These observations, coupled with the pilot route review that was conducted in February 2022 complete this year’s SB 1383 route review obligation. Field staff observed 1,253 carts; they left 348 Oops tags and 199 Great Job tags at residential accounts. Follow-up communication to larger multifamily and commercial

accounts took place the weeks of November 14 and November 21. Staff used social media and member agency newsletters to alert residents and businesses. The agency did not receive any customer complaints related to this activity. The most common prohibited contaminants that field staff observed were:

- Landfill cart: Food waste, food soiled paper and recyclable containers.
- Recycling cart: Nonrecyclable plastic film, Styrofoam, paper towels.
- Organics cart: Plastic bags.
- Tier 1 Commercial Edible Food Generator inspections will begin December 14, 2022 and continue into early 2023, in partnership with Contra Costa County Environmental Health.
- Staff attended a training on the Recyclist software on November 8. Republic uses Recyclist to track technical assistance and service level information for commercial and multifamily accounts. Staff can now access and make changes to account information to track SB 1383 compliance.
- Republic's Forward Compost facility 3rd quarter report confirms that the Member Agency jurisdictions have met 100% of the SB 1383 Organic Waste Product Procurement requirement for 2022 based on compost sold.

Staff participated in or attended the following meetings and events in November and December 2022

- Town Talks with Mayor Arnerich, November 4
- Lafayette Environmental Task Force meeting, November 10
- Bay Area Edible Food Recovery Network meeting, November 15
- Bay Area Recycling Outreach Coalition meeting, November 8 and December 13
- Zero Waste Now – Coalition of Recycling Agencies, November 14
- City of Palo Alto's International Shipment of Recyclables Forum, November 16
- CalRecycle's first monthly SB 1383 "Chat with CalRecycle," November 16
- Moraga Liaison Meeting, November 18 and December 16
- California Organics Recycling Council monthly meeting, November 17 and December 9
- Mt. Diablo Resource Recovery Open House, December 1
- CalRecycle webinar, "Making the Food/Climate Connection," December 7
- Norther California Recycling Association (NCRA) Zero Food Waste Committee meeting, December 9
- Orinda Mayor's Community Liaison meeting, December 13
- US Conference of Mayors Municipal Waste Management Association Executive Committee meeting, December 15

ATTACHMENT

- A. Holiday Organics Outreach

THE GREEN CART IS A GIFT THAT KEEPS GIVING.



When it's time to clean up after all the holiday cheer, your food scraps are turned into compost to grow food for next year!



Food Scraps



Uncoated Food-soiled Paper



Live Holiday Trimmings



It's easy!

Place food scraps in the green cart loose, or wrap food scraps in newspaper, paper bags or BPI-Certified compostable bags. Please, no plastic!

4 tips to prevent food waste during the holidays:



- ❄ Buy and prepare the right amount of food.
- ❄ Use vegetable peels and ends for stock.
- ❄ Find new recipes for your leftovers.
- ❄ Share leftovers with family and those in need.



Central Contra Costa Solid Waste Authority

Future Agenda Items

TYPE	BOARD MEETING: 01/26/2023
C	Approve 12/8/2022 Board Meeting Minutes
C	Adopt Resolution 2023-01, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Adoption of Solid Waste Collection Rates for Rate Year 9
A	Second Reading and Adoption of Ordinance 22-1, Amending Ordinance 16-1, Administrative Citations and Other Remedies
I	Executive Director's Monthly Report
P	Strategic Planning/Goal Setting

TYPE	BOARD MEETING: 02/23/2023
C	Approve 01/26/2023 Board Meeting Minutes
C	Adopt Resolution 2023-02, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
C	Receive Fiscal Year 2021-22 Financial Statements and Auditors' Report
C	Mid-Year 2023 Budget Actuals
I	Executive Director's Monthly Report
P	AB 939 Annual Diversion Report and SB 1383 Implementation Plan

TYPE	BOARD MEETING: 03/23/2023
C	Approve 02/23/2023 Minutes
A	Elect Chair and Vice Chair for 2023-24
A	Resolution Recognizing Renata Sos as Chair for 2022-23
A	2023 Legislation Bills and Recommendations
A	Consideration of Updating the Vehicle Refuse Impact Studies

TYPE

- C – Consent Item
- A – Action Item
- I – Information Item
- P – Presentation



**PROCLAMATION HONORING KAREN MITCHOFF
FOR HER DISTINGUISHED SERVICE AS A BOARD MEMBER OF
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**

WHEREAS, Board Member Karen Mitchoff has served on the Board of Directors of the Central Contra Costa Solid Waste Authority (CCCSWA) from January 2013 through December 2022; and

WHEREAS, Board Member Mitchoff throughout her tenure has been a proactive leader and a passionate advocate for the agency’s rate payers;

WHEREAS, Board Member Mitchoff was instrumental in the negotiation and implementation of the Republic Services Franchise Agreement for collection, transfer, transport, processing, diversion, and disposal services; and the Mt. Diablo Recycling Franchise Agreement for recyclable materials transfer, transport, processing, and diversion services; and

WHEREAS, during Board Member Karen Mitchoff’s tenure, the CCCSWA successfully continued operations during the COVID-19 pandemic, timely complied with SB 1383 regulations, and implemented a variety of programs and initiatives for the benefit of the agency’s rate payers and member agencies, such as the Mandatory Organic Waste Disposal Reduction Ordinance, the edible food recovery program, the route contamination monitoring protocol, new organics service to townhomes, and public and member agency education and outreach about waste reduction and recycling services and programs, including the Schools Waste Reduction and Recycling Program, Construction and Demolition Debris Recycling, Home Composting, Reuse and Cleanup Days, and proper disposal of common hazardous household materials.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Solid Waste Authority commends and thanks Board Member Mitchoff for her leadership, service, and dedication during her time as a Board Member of the Central Contra Costa Solid Waste Authority, and for a job exceedingly well done.

PASSED AND ADOPTED by the Central Contra Costa Solid Waste Authority Board of Directors on _____, by the following vote:

AYES: Members: _____

NOES: Members: _____

ABSENT: Members: _____

Renata Sos, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

Janna McKay, Secretary of the Board,
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California



**PROCLAMATION HONORING AMY WORTH
FOR HER DISTINGUISHED SERVICE AS A BOARD MEMBER OF
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**

WHEREAS, Board Member Amy Worth has served on the Board of Directors of the Central Contra Costa Solid Waste Authority (CCCSWA) from February 2007 to 2008 and January 2014 through December 2022; and

WHEREAS, Board Member Worth throughout her tenure has been a proactive leader and a passionate advocate for the agency's rate payers;

WHEREAS, Board Member Worth was instrumental in the negotiation and implementation of the Republic Services Franchise Agreement for collection, transfer, transport, processing, diversion, and disposal services; and the Mt. Diablo Recycling Franchise Agreement for recyclable materials transfer, transport, processing, and diversion services; and

WHEREAS, during Board Member Amy Worth's tenure, the CCCSWA successfully continued operations during the COVID-19 pandemic, timely complied with SB 1383 regulations, and implemented a variety of programs and initiatives for the benefit of the agency's rate payers and member agencies, such as the Mandatory Organic Waste Disposal Reduction Ordinance, the edible food recovery program, the route contamination monitoring protocol, new organics service to townhomes, and public and member agency education and outreach about waste reduction and recycling services and programs, including the Schools Waste Reduction and Recycling Program, Construction and Demolition Debris Recycling, Home Composting, Reuse and Cleanup Days, and proper disposal of common hazardous household materials.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Solid Waste Authority commends and thanks Board Member Worth for her leadership, service, and dedication during her time as a Board Member of the Central Contra Costa Solid Waste Authority, and for a job exceedingly well done.

PASSED AND ADOPTED by the Central Contra Costa Solid Waste Authority Board of Directors on _____, by the following vote:

AYES: Members: _____

NOES: Members: _____

ABSENT: Members: _____

Renata Sos, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

Janna McKay, Secretary of the Board,
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California