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BOARD OF DIRECTORS REGULAR MEETING

AGENDA

MARCH 24, 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in locations not open to the public in compliance with the Governor’s Executive Order N-25-20 (March 12, 2020) as superseded by Order N-29-20 (March 17, 2020), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. The purpose of the orders is to provide the safest environment for staff and the public consistent with Contra Costa County Health Services’ current public health recommendations, 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:

Please click the link below to join the webinar:

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. 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 Regular Board Meeting on February 24, 2022*
- b. Adopt Resolution 2022-04, Approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361*
- c. Authorize positions on 2022 bills as recommended by the Legislative Committee, and Authorize the Executive Director to send support letters for those bills*

4. ACTION ITEMS

- a. Provider Services Agreement for Professional Accounting Services*
Authorize the Executive Director to enter into a Provider Services Agreement with JJACPA, Inc. for Professional Accounting Services at a cost not-to-exceed \$90,300.
- b. Chair and Vice Chair Elections
Elect CCCSWA Board Chair and Vice Chair for 2022-2023.

- c. Resolution Recognizing Matthew Francois as Chair for the CCCSWA Board of Directors*
Adopt Resolution No. 2022-05, Recognizing Matthew Francois for his leadership during his term as Chair of the CCCSWA Board of Directors.
- d. Franchise Agreement Ad Hoc Committee Appointment (Chair Sos)
Consider establishing and appointing Board Members to an ad hoc committee regarding franchise agreement procurement strategy, negotiations and related matters.

5. INFORMATION ITEMS

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

- a. Executive Directors Report*
- b. Future Agenda Items*

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

7. 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.

**DRAFT REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON FEBRUARY 24, 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 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 had been 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 Matt Francois called the meeting to order at 3:00 P.M. on February 24, 2022.

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

ABSENT: Teresa Onoda
Cindy Silva

Staff members present via teleconference: Ken Etherington, Executive Director; Janna McKay, Executive Assistant/Secretary to the Board; Wendy Nelson, Finance Manager/Controller; 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**
2. **PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

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

3. **CONSENT ITEMS**
 - a. Approve Minutes of the Regular Board Meeting on January 27, 2022
 - b. Adopt Resolution 2022-03, Approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361

- c. Receive Fiscal Year 2020-2021 Financial Statements and Independent Auditors' Report
- d. Receive Fiscal Year 2021-2022 Mid-Year Budget Report

MOTION by Board Member Andersen to approve Consent Items a., b. c. and d. SECOND by Vice Chair Sos.

MOTION PASSED unanimously by a Roll Call vote.

4. PRESENTATIONS

- a. Mt. Diablo Resource Recovery Annual Recycling Update
Kish Rajan, Chief Administrative Officer MDRR

Kish Rajan, Chief Administrative Officer, Mt. Diablo Resource Recovery (MDRR), presented the Annual Recycling Update. He reported there was a 20-year development agreement with MDRR's facility in Pittsburg and MDRR would build upon its existing operations to maximize the environmental production and to minimize the financial impact on ratepayers; he referred to the revenue sharing agreement with RecycleSmart where if the value of the recyclables came back a share would go back to RecycleSmart, expected this year to be significant; and, MDRR continued to invest specifically in the recycling process operation and invest in state-of-the-art technology to maximize recovery and the commodities extracted from the stream. He spoke about the successes of the Reuse Program and Battery Collection Program.

In response to how RecycleSmart would represent the percentage of diversion collected from the residences in the annual reports, Mr. Etherington explained that RecycleSmart relied on its vendors for the report in that the annual report to CalRecycle and all that statistical data was gathered from Republic Services scales or information from MDRR, consolidated into the annual report.

Board Member Andersen asked where the brokers were sending the recyclables, and Mr. Rajan reported that fiber (paper, cardboard and plastics) were still largely going to Southeast Asia, not necessarily China, and MDRR was watching the development of some domestic production facilities. As to the dollar amount that could be distributed to RecycleSmart this year given the uptick in recyclable sales, he would need to verify the formula and calculations with staff before making an estimation.

Mr. Etherington stated the number would not be able to be calculated until June, and Mr. Rajan explained that while it was tracked on a monthly basis, the ultimate calculation and the payment was on an annual basis.

Board Member Dawson stated she had visited MDRR's facilities, which were impressive and the product was clean and added to the diversion of waste in general.

Chair Francois referred to a question from Carole Weed from Sustainable Rossmoor about the number of recycling products currently made into something else, and Mr. Rajan clarified that people were paying MDRR for the material which meant that it was being sold to manufacturers who were building it into recycled or partially recycled content items.

Chair Francois asked for a report on that to see the progress being made. He also asked about the increase in recycling price and Mr. Rajan stated that China dictated the market, which had much to do with their demand and when it was high the prices were high, although it was the volatility that was the challenge. He underscored that MDRR's current agreement with the processing fee and sharing in the revenue with RecycleSmart was good for MDRR and for ratepayers as well.

Chair Francois thanked Mr. Rajan for the presentation and explained he too had toured the facility and had found it to be educational, beneficial, and impressive.

5. INFORMATION ITEMS

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

- a. Report on Assembly Bill 1276
- b. Executive Director's Monthly Report
- c. Future Agenda Items
- d. News Articles of Interest

Mr. Etherington stated that AB 1276 had been directed at cities and counties to authorize an enforcement mechanism for the new law that would be effective June 1, 2022, prohibiting food facilities from providing single-use accessories without the customer asking for them. The enforcement mechanism would be towards the cities and counties similar to what the cities of Lafayette, Orinda and Walnut Creek had already done via plastic bag/polystyrene ordinances. The item was an information item for the Board and would be forwarded to member agency staff.

Mr. Etherington follow-up from last month's meeting in regards to the recycling process contracts; staff had reached out to Republic Services and received a written price per ton; a communication had been sent to Republic in regards to the depreciation; and, once all that information is received staff would bring it back to the Board with a comparison from MDRR and the Republic Services offer as well as the information related to depreciation.

Mr. Etherington lastly reported on the SB 1383 grant that the member agencies had filed were successful.

Judith Silver, Program Manager, RecycleSmart, confirmed that all member agencies had submitted grant applications and that one-time entitlement grant money to the member agencies could elect to retain a certain amount of administrative burden cost to assist them and continue the SB 1383 work plan.

Board Member Arnerich had a sense in talking with some staff members of various cities that everyone was talking about different administrative costs. He suggested there should be some equitable standard involved.

Ms. Silver clarified there was nothing in the grant to identify an administrative cost and it would be at the discretion of each individual member agency to make that determination.

Deborah Miller, CCCSWA Legal Counsel, stated the information could be shared across the member agencies to document the transmission of funds and look for an equitable agreement among the member agencies for the administrative burden to ensure no major deviation.

DAVID BROADBANK, Contra Costa County's staff for solid waste issues, commented that the County was much larger than the unincorporated areas served by RecycleSmart, and a certain dedicated amount had been identified to address just the RecycleSmart service area.

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

Chair François acknowledged the unprovoked invasion of Ukraine and offered support for the Ukrainian people and hoped for a resolution of the crises as quickly and as peacefully as possible.

7. ADJOURNMENT

The Board adjourned at 3:50 P.M. to the meeting scheduled for March 24, 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: KEN ETHERINGTON, EXECUTIVE DIRECTOR
DEBORAH MILLER, LEGAL COUNSEL
DATE: MARCH 24, 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 2022-04, 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. Those recommendations “strongly recommend” on-line meetings, that local agencies should provide options for the public to participate without having to attend meetings in person, and that social distancing should be used, including six feet of spacing between all in attendance.

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 December 9, 2021. 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 2022-04, Continued Use of Teleconference for the Meetings of all CCCSWA Legislative Bodies under AB 361

RESOLUTION NO. 2022-04

**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.” Those recommendations “strongly recommend” on-line meetings, that local agencies should provide options for the public to participate without having to attend meetings in person, and that social distancing should be used, including six feet of spacing between all in attendance; 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:	_____

Matthew Francois, 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: LEGISLATIVE COMMITTEE AND RECYCLESMAST STAFF
DATE: MARCH 24, 2022
SUBJECT: 2022 LEGISLATION RECOMMENDATIONS

SUMMARY

The Legislative Committee met on March 8 to discuss several bills related to waste reduction and recycling that could affect RecycleSmart. After discussion, the Committee decided which bills to support and which bills to watch, and directed Staff to bring these positions to the Board for approval. As the year goes on and bills mature, the Committee may meet again to discuss relevant legislation.

RECOMMENDED ACTION

1. Authorize positions on 2022 bills as recommended by the Legislative Committee, and Authorize the Executive Director to send support letters for those bills.

DISCUSSION

On March 8, the Legislative Committee discussed a number of bills that are currently before the California State Legislature related to waste reduction and recycling. The Committee is recommending that the Board support five bills and watch four additional bills. As bills develop during the year, any newly relevant bills may be brought to the Committee for discussion and direction.

2022 Waste Reduction and Recycling Bills

1.	<p>SB 1215/AB 2440 (Newman/Irwin) – Battery and Battery-Embedded Product and Fire Risk Reduction Act of 2022; EPR program</p> <p><i>Committee Recommendation: Support</i></p> <p>This is an extended producer responsibility bill that would require battery and battery-embedded product manufacturers to develop and fund a battery take-back program; retailers would need to accept and collect used batteries for reuse, recycling, and disposal.</p>
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	<p>Co-sponsored by CAW, California Product Stewardship Council, and Rethink Waste</p> <p>Policy Platform: Waste Diversion, Toxics Reduction/HHW, Extended Producer Responsibility</p> <ul style="list-style-type: none"> - LOCC position: Watch - CAW position: Support (co-sponsor) - Republic Services position: Support
2.	<p>AB 2779 (Irwin) – Bottle Bill, Wine and Distilled Spirits</p> <p><i>Committee Recommendation: Support</i></p> <p>This bill would expand the state’s Beverage Container Recycling Program (Bottle Bill) to include wine and distilled spirits sold in aluminum beverage containers.</p> <p>Policy Platform: Market and Economic Development, Waste Diversion</p> <ul style="list-style-type: none"> - LOCC position: Watch. - CAW position: Support
3.	<p>AB 2784 (Ting) – Thermoform Minimum Content Standards</p> <p><i>Committee Recommendation: Support</i></p> <p>This bill would require thermoform plastic containers to contain specified amounts of postconsumer thermoform recycled plastic, which would be linked to the recycling rate.</p> <p>Policy Platform: Market and Economic Development, Waste Diversion</p> <ul style="list-style-type: none"> - LOCC position: Watch - CAW position: Support
4.	<p>AB 1690 (Luz Rivas) – Reduce Single-Use Smoking Product Waste</p> <p><i>Committee Recommendation: Support</i></p> <p>The bill would address tobacco waste by prohibiting the sale of single-use vapes, cigarette filters, and plastic cigar filters. Sponsored by the National Stewardship Action Council.</p> <p>Policy Platform: Waste Diversion; Toxics Reduction/HHW</p> <ul style="list-style-type: none"> - LOCC position: Watch - CAW position: Support
5.	<p>AB 1985 (R. Rivas) – Organics Procurement</p> <p><i>Committee Recommendation: Support</i></p> <p>As currently written, the bill will require CalRecycle to create a list of projects that a local government can use to meet the procurement requirements of SB 1383. As the bill moves</p>

	<p>through the process, the sponsors plan to expand it to allow additional procurement opportunities beyond those identified in the 1383 regulations and to identify ways to support local government in meeting the requirements. Co-sponsored by CAW, League of California Cities, and Rethink Waste.</p> <p>Policy Platform: Waste Diversion</p> <ul style="list-style-type: none"> - LOCC position: Support (co-sponsor) - CAW position: Support (co-sponsor)
<p>6.</p>	<p>SB 1046 (Eggman and Lena Gonzalez) – Ban on Non-Compostable Produce Bags</p> <p><i>Committee Recommendation: Watch</i></p> <p>This bill would prohibit stores from distributing non-compostable plastic produce bags and instead require produce bags to be reusable or made from paper or compostable materials. Sponsored by Californians Against Waste (CAW)</p> <p>Policy Platform: Waste Diversion, Packaging Reduction/Plastic Pollution</p> <ul style="list-style-type: none"> - LOCC position: Watch - CAW position: Support (Sponsor)
<p>7.</p>	<p>SB 1256 (Wieckowski) – Single-use Propane Canisters</p> <p><i>Committee Recommendation: Watch</i></p> <p>Prohibits the sale of disposable propane cylinders after Jan 1, 2028. Sponsored by California Product Stewardship Council.</p> <p>Policy Platform: Waste Diversion, Packaging Reduction/Plastic Pollution</p> <ul style="list-style-type: none"> - LOCC position: Watch - CAW position: Support
<p>8.</p>	<p>AB 2026 (Friedman) – Shift to Sustainable E-commerce Packaging</p> <p><i>Committee Recommendation: Watch</i></p> <p>Would require a shift to e-commerce packaging that is either reusable or recyclable/compostable and accepted in curbside bins by phasing out certain single-use plastic packaging including plastic mailing envelopes, bubble wrap, air pillows, and expanded polystyrene. Co-sponsored by Oceana, CALPIRG, and Environment California.</p> <p>Policy Platform: Waste Diversion, Packaging Reduction/Plastic Pollution</p> <ul style="list-style-type: none"> - LOCC position: Watch - CAW position: Support

9.	<p>AB 1953 (Maienschein) – Expand Use of Refillable Water Bottle Stations in Public Areas</p> <p><i>Committee Recommendation: Watch</i></p> <p>This bill would mandate refillable water bottle stations in public areas like transit stations, parks, golf courses, and publicly or privately owned buildings accessible to the public. Co-sponsored by CAW and Clean Seas Lobbying Coalition.</p> <p>Policy Platform: Waste Diversion, Packaging Reduction/Plastic Pollution.</p> <ul style="list-style-type: none">- LOCC position: No registered position- CAW position: Support (co-sponsor)
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Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: KEN ETHERINGTON, EXECUTIVE DIRECTOR
DATE: MARCH 24, 2022

SUBJECT: PROVIDER SERVICES AGREEMENT FOR PROFESSIONAL ACCOUNTING SERVICES

SUMMARY

RecycleSmart will be entering the process of recruiting for a Finance Manager/Controller (FMC), due to the position becoming vacant, effective March 11, 2022. The vacancy causes RecycleSmart to need interim assistance with the responsibilities of the FMC duties. To ensure continuity, compliance, and a smooth transition during the recruitment process, Staff is recommending accounting/finance services be contracted to JJACPA, Inc. (JJA) for a not-to-exceed amount of \$90,300. It is estimated JJA services will be used, in the office, 30 hours per week for Senior Accountant services. Other duties of the FMC will be temporarily managed by the Executive Director.

RECOMMENDED ACTION

1. Authorize the Executive Director to enter into a Provider Services Agreement with JJACPA, Inc. for Professional Accounting Services at a cost not-to-exceed \$90,300.

DISCUSSION

RecycleSmart's Finance Manager/Controller, Wendy Nelson, CPA has resigned from the agency for personal reasons, effective March 11. Wendy has been with RecycleSmart since 2018 and has been the lead in assuring the clean audits, managed rate setting, Franchise payments to Member Agencies, HR functions, financial management of franchise contracts, to only mention a few. Wendy's positive attitude, professionalism, and knowledge will truly be missed.

To ensure continued success of the Finance Manager functions, Staff is recommending a contract with JJACPA to provide professional accounting services during the recruitment of the new Finance Manager. JJA services will be used on an "as needed" basis during the recruitment process.

Since 2015, JJA has been providing financial services to RecycleSmart as shown below:

1. Development of an accounting Separation Plan from the City of Walnut Creek accounting services.
2. Conducted a thorough evaluation of the Agency's accounting and financial processes and compliance.
3. Developed a written policies and procedures manual for finance and accounting.
4. Performed pre-audit work of the CCCSWA's financials.
5. Monthly review of journal entries, bank reconciliations, and review of financial statements.

Staff is recommending JJA through a sole source selection process due to their full knowledge of RecycleSmart's financial and accounting functions, therefore allowing no interruption of accounting services for the agency.

ATTACHMENTS

- A. JJACPA Provider Services Agreement
- B. Services
- C. Fee Schedule

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
JJACPA, INC. FOR FINANCE MANAGER/CONTROLLER SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and JJACPA, Inc. (“Provider”), **effective March 24, 2022.**

RECITALS

- A. WHEREAS, the CCCSWA desires to contract for the provision of professional accounting services, specifically the temporary performance of Finance Manager/Controller functions;
- B. WHEREAS, Provider desires to perform such professional services for the CCCSWA;

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

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on March 24, 2022 and conclude on March 24, 2023.

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 B (“Services”).

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider an annual fee not to exceed \$90,300. Provider shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed in accordance with Attachment C (“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 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 and the Provider.

5. Responsible Personnel. The professional services described in this Agreement shall be performed by **Brett Jones**. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the CCCSWA, 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, 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 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. Except as the CCCSWA may specify in writing, Provider shall have no authority, express or implied, to act on behalf of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever.

8. Termination.

- a. The CCCSWA may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The CCCSWA 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, 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 payment, 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 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 the performance of this Agreement. All obligations under this provision are to be paid by Provider as they are incurred by the CCCSWA.

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 by telephone. Provider shall promptly submit to the CCCSWA a written report, in such form as may be required by the CCCSWA 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. Nothing in this Article requires Provider to be responsible for safety of the CCCSWA property or the CCCSWA personnel or the property or personnel of any third parties over which Provider has no authority or control.

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. 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 Executive Director (or his 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 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:

Ken Etherington, Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596

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

PROVIDER:

Mr. Joseph Arch
JJACPA, Inc.
7080 Donlon Way, Suite 204
Dublin, CA 94568

Telephone: 650-868-8504
Email: joe@jjacpa.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 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 thereof. This Agreement shall be voidable at the option of the CCCSWA 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. Each individual executing this Agreement, on behalf of one of the parties, represents that he or she is 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.

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

BY: _____

TITLE: _____

DATE: _____

JJACPA, INC.

BY: _____

TITLE: _____

DATE: _____

Services

JJACPA will perform the Finance Manager/Controller functions of RecycleSmart, including, but not limited to:

- Human resources functions
- Information technology management functions
- Finance functions, including
 - financial reporting
 - short- and long-range economic forecasts and analysis
 - budgets
 - management of unfunded liabilities
 - revenue
 - cash flow
 - preparation for annual financial audit
 - account reconciliations
 - investment management
 - rate setting

Fee Schedule

JJACPA will invoice the CCCSWA for services based on the following rates:

Service	Standard Hourly Rates
President	\$ 235
Senior Accountant	\$ 175
Staff Accountant	\$ 150
Other – IT Specialist	\$ 235
Clerical	\$ 75

These hourly rates are fully loaded and inclusive of any costs incurred in provision of the Services. Services are billed after performed and are due within 30 days of the invoice date, unless other arrangements have been made. If billings are past due in excess of 90 days, Provider reserves the right, after written notice to the CCCSWA, to discontinue services until the account has been brought current, or to terminate the Agreement. In the event Provider elects to discontinue services or terminate the Agreement, the CCCSWA acknowledges and agrees that Provider will not be liable for any damages that occur as a result of Provider ceasing to render services.

RESOLUTION NO. 2022-05

**RESOLUTION OF
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
(RECYCLESMART) RECOGNIZING MATTHEW FRANCOIS
FOR HIS LEADERSHIP AS CHAIR OF
THE CCCSWA BOARD OF DIRECTORS**

WHEREAS, Matthew Francois served as Chair of the Board of Directors of the Central Contra Costa Solid Waste Authority (CCCSWA) from March 25, 2021 through March 24, 2022; and

WHEREAS, Matthew Francois exercised proactive leadership during the transition and seventh year 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 Matthew Francois's tenure as Board Chair, the CCCSWA successfully continued operations during the COVID-19 pandemic; continued working toward compliance with SB 1383 regulations, including the adoption of CCCSWA Ordinance 21-1, the Mandatory Organic Waste Disposal Reduction Ordinance, finding solutions for procurement, receiving an edible food recovery grant from CalRecycle and implementing the edible food recovery program, developing the route contamination monitoring protocol, educating the public and our member agencies about the new requirements, and providing new organics service to townhomes; initiated Franchise extension planning with the Board; received Transparency Certificate of Excellence Award from CSDA; continued customer awareness of the CCCSWA through successful education and outreach about waste reduction and recycling services and programs and completed the Clean Recycling outreach campaign; increased the agency's knowledge of potential areas for improvement; and maintained or enhanced many other innovative waste diversion 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 household materials including batteries, medical sharps and e-waste through curbside or drop-off programs in partnership with the Franchise service providers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Solid Waste Authority appreciates and wishes to commend and thank Matthew Francois for his leadership, service, and accomplishments during his term as Chair of the CCCSWA Board of Directors, 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



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: KEN ETHERINGTON, EXECUTIVE DIRECTOR
DATE: MARCH 24, 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 facility and monthly reporting by our service providers. Staff actively engages with 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

Provided below is information on completed and ongoing activities in March 2022.

- The City of Walnut Creek was recently honored with a "Project of the Year" Award from the American Public Works Association (APWA) Northern California Chapter. The winning project in the Historical Preservation category was the Penniman Historic House Recycled Roof Replacement at the Shadelands Historic Ranch. In this project, the failing cedar shake roof at the historic Penniman House was replaced with new, recycled aluminum roofing. The new roofing material is more energy efficient, requires less maintenance, and has a longer projected life than cedar shingles, all while maintaining a historically appropriate look and preserving the building's historic architectural details. Additionally, the new roof has over 90% recycled content and received funding through the Contra Costa Solid Waste Authority.
- Following up from Information Item No. 5a from the February 24 Board Meeting, staff sent a communication to the member agency liaisons regarding AB 1276 which regulates single-use food accessories and standard condiments.

- Monthly meeting with schools program contractor Ruth Abbe & Associates.
- Weekly meeting with SGA Marketing to develop an organics recycling outreach campaign.
- SB 1383 related:
 - Staff developed Edible Food Recovery outreach for Chamber of Commerce distribution (Attachment A).
 - Bi-weekly CalRecycle Edible Food Recovery grant meeting with White Pony Express.
 - Staff completed the SB 1383 presentations to each Member Agency; the final presentation was to Moraga on March 9.
 - At the County’s request, County and RecycleSmart are negotiating a Memorandum of Understanding to cover SB 1383 responsibilities for the unincorporated area within the RecycleSmart service area.
 - All Townhome residents have received an organics cart and are now in compliance with SB 1383 regulations.
 - One-time CalRecycle SB 1383 local assistance grant funding. All member agencies have submitted an application to CalRecycle. Each member agency has determined the amount of funds it will withhold to cover its administrative burden. See Table One below.

**Table One: One-Time CalRecycle SB 1383
Local Assistance Grant Funding by Member Agency**

	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County
Available funding from CalRecycle	\$ 58,607	\$ 34,280	\$ 23,082	\$ 26,044	\$ 94,559	\$ 229,790
From member agency to RecycleSmart	\$ 49,815	\$ 29,183	\$ 18,822	\$ 23,440	\$ 85,103	\$ 60,000*
% Retained by member agency	15%	15%	18%	10%	10%	

* Based on population, not a percent of grant value.

- Staff participated in the following additional meetings and events:
 - NCRA Zero Food Waste webinar (Creating a Fair and Equitable Food Recovery EcoSystem), February 25
 - East Bay Women’s Conference, March 7
 - CalRecycle I Recycle Smart Campaign Kickoff – March 9
 - Plastics Recycling Conference, March 7-9
 - California Organics Recycling Technical Council, March 11
 - Town of Moraga monthly Liaison meeting, March 11
 - NCRA Recycling Update, March 15

- International Shipments of Recyclables (ISR) Forum #1 webinar – March 16
- US Conference of Mayors Municipal Waste Management Executive Committee Meeting, March 17
- Lafayette Coffee with the Mayor, March 25
- Bi-Weekly Progress Meetings with Republic Services

ATTACHMENT

- A. Edible food recovery outreach flyer



DONATE FOOD

Donate excess food to our county's food-insecure residents (and help reduce food waste).



California state law Senate Bill (SB) 1383 states that by 2025 at least 20% of the edible food that is currently disposed must be recovered and donated for human consumption.

For a full description of requirements and a **list of local food recovery organizations** visit:



RecycleSmart.org/FoodGenerators

Who has to comply and when:

January 1, 2022: Tier One Generators
(supermarkets, grocery stores, etc.)

January 1, 2024: Tier Two Generators
(large restaurants, hotels, local education agencies, etc.)

Food donation is a safe, simple practice with meaningful benefits for local businesses and our community.



White Pony Express provides free, as-needed food rescue services for Contra Costa County.

RecycleSmart and White Pony Express, a food recovery organization, were awarded a grant from the State of California (CalRecycle) to increase food recovery in Contra Costa County. www.whiteponyexpress.org/food-rescue





Central Contra Costa Solid Waste Authority

Future Agenda Items

TYPE	BOARD MEETING: 04/28/2022
C	Approve 03/24/2022 Minutes
C	Adopt Resolution 2022-06, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	2022 Operations and Reuse Budgets
I	Executive Director's Monthly Report

TYPE	BOARD MEETING: 5/26/2022
C	Approve 04/28/2022 Minutes
C	Adopt Resolution 2022-07, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
I	Executive Director's Monthly Report
P	2021-22 Schools Program Scholarships

TYPE	BOARD MEETING: 07/28/2022
C	Approve 05/26/2022 Minutes
C	Adopt Resolution 2022-08, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
I	Executive Director's Monthly Report
P	2021-22 Annual Schools Program Report

TYPE

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