



1850 Mt. Diablo Blvd., Ste. 320  
Walnut Creek, CA 94596

Telephone: 925.906.1801 Fax: 925.906.1805  
Email: [authority@recyclesmart.org](mailto:authority@recyclesmart.org)  
Website: [www.recyclesmart.org](http://www.recyclesmart.org)  
Facebook: [www.facebook.com/CCCSWA](https://www.facebook.com/CCCSWA)

## **BOARD OF DIRECTORS REGULAR MEETING**

### **AGENDA**

**OCTOBER 27, 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](mailto: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](mailto: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 CCCSWA Board Meeting on September 22, 2022\*
- b. Approve Minutes of the CCCSWA Special Board Meeting on October 6, 2022\*
- c. Adopt Resolution No. 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 No. 2022-13, Authorizing the Executive Director to Submit Application(s) for all CalRecycle Grants for which the CCCSWA is Eligible\*

**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.

- b. Rate Year 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.

**5. PRESENTATIONS**

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

**6. INFORMATION ITEMS**

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

- a. Executive Director’s Monthly Report\*
- b. Communications to the Authority\*
- c. Future Agenda Items\*

**7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS**

**8. ADJOURNMENT**

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

<b><u>ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA</u></b>
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.
<b><u>ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA</u></b>
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.
<b><u>AMERICANS WITH DISABILITIES ACT</u></b>
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 SEPTEMBER 22, 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](mailto: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 September 22, 2022.

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

ABSENT: Board Member: Gina Dawson

**Staff members present via teleconference:** Rob Hilton, Interim Executive Director; 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 Worth led the Pledge of Allegiance.

**2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

CAROL EVANS, a Republic Services customer who lives in Walnut Creek, explained that while service had understandably deteriorated during COVID, it had again deteriorated with missed pickups for all carts at times, and while there were some robo-calls to announce delays in pickup she expressed

concern with the continuing deterioration of service.

Interim Executive Director Rob Hilton explained that staff is working regularly with Republic Services to address service issues. Mr. Hilton explained staff is aware of the extent of the deficiencies involved and noted that Ashley Louisiana is working closely with both customers and Republic Services staff to address missed pickups and to give credits back to customers. On a monthly basis, Republic's services are monitored to assess liquidated damages for their deficiencies. RecycleSmart is also working with Republic to ensure they have the resources to deliver their services on a reliable basis.

**3. CONSENT ITEMS**

- a. Approve Minutes of the Board Meeting on August 25, 2022.
- b. Adopt Resolution 2022-11, Approving continued use of teleconferencing for all CCCSWA meetings under Assembly Bill 361

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. and b., as submitted. SECOND by Board Member Worth.

MOTION PASSED unanimously by a Roll Call vote.

**4. ACTION ITEMS**

- a. Provider Services Agreement with SCS Engineers for SB 1383 Route Contamination Review Services  
Approve proposed Provider Services Agreement with SCS Engineers for Route Contamination Review Services from September 23, 2022 through March 31, 2023 for a not-to-exceed cost of \$50,000.

Senior Program Manager Judith Silver presented the Provider Services Agreement with SCS Engineers for Route Contamination Review Services and identified an error in the end date of the contract that had been corrected. The purpose of the program is to provide feedback to generators to reduce contamination and improve sorting practices. SB 1383 requires that every route be reviewed each year to look for specific contaminants as called out in the regulations related to the placement of materials in the wrong carts, and, if the prohibited contaminants are observed, to alert the generators and share findings with CalRecycle in the annual electronic report.

Ms. Silver stated the project would be funded through the SB 1383 budget line item which was approved by the Board in the spring. The proposed project includes a task for follow-up and education to larger businesses and multi-family to effect greater behavior change and reach decision makers. She highlighted the pilot program that was conducted in early 2022 and gave details of the process.

Chair Sos confirmed that those in the field would just be “flipping the lid” of the carts, would not be searching through the carts, and that there would be no penalties. She wanted to make sure that the field representatives would be trained in ratepayer interaction given situations where some ratepayers might be concerned about someone going through their containers. She also recommended information be provided about those visits on the website.

The Board recommended presentations to the city/town councils of the member agencies to identify how to sort with a report back to the Board in early 2023. It was also suggested that the messaging be simplified in the residential newsletters, to specifically identify those things that could actually be recycled in the simplest graphic way to allow everyone to do a better job.

Board Member Miller asked staff to confirm that no penalties were planned to be imposed for contamination; Ms. Silver confirmed. Board Member Miller referred to transparent dumpsters she had seen in London and suggested that be kept in mind since that would address the issue of seeing exactly what was in the trash.

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

MOTION by Board Member Silva to approve the Provider Services Agreement with SCS Engineers for Route Contamination Review Services, with the amendment of the date from September 23, 2022 through March 31, 2023 for a not-to-exceed cost of \$50,000. SECOND by Board Member Morgan.

MOTION PASSED unanimously by a Roll Call vote.

## **5. PRESENTATIONS**

- a. Solid Waste Collection Maximum Rates for Rate Year 9  
Rob Hilton, Interim Executive Director, RecycleSmart  
Erik Nylund, Crowe LLP

Chair Sos stated the presentation was intended to provide Board members with information upfront so that they would feel fully versed in the context and process of rate setting, prior to going into discussions about rate-setting for the individual member agencies. The presentation was part of that education process. The Chair noted that the numbers in Mr. Hilton’s presentation were very preliminary, were unaudited, and would likely be changed and adjusted.

Mr. Hilton explained that staff was still reviewing and analyzing the materials provided by Republic Services to support its regular and special rate application.

Erik Nylund, Crowe LLP, stated while last year the franchise agreement required the index method, this year the franchise agreement requires the cost-based method. In July 2022, Republic had submitted a request to RecycleSmart for a 27.82 percent rate increase with two components: the regular Rate Year (RY) 9 application for a 3.60 percent adjustment and a Special Rate Review request of 24.22 percent.

Mr. Nylund stated that with the initial adjustments, the regular rate request actually went up because the indices were not fully complete (such as the CPI and others) and the initial 3.6 percent regular rate request was preliminarily adjusted to 3.86 percent. In the special rate review, initial adjustments reduced the amount to 23.68 percent. Adding in the remaining rate elements not related to Republic's operations indicated that the preliminary revenue requirement was \$73.1 million, which would be an 18.37 percent increase averaged across the entire rate base assuming no use of reserves.

Mr. Hilton spoke about the special rate review. Item 1, Mr. Hilton stated the Walnut Creek Bridge Construction Project over Tice Creek in the Castle Hill area affected primarily the City of Walnut Creek and some areas of unincorporated Contra Costa County. Walnut Creek determined the bridge could no longer handle the heavy loads that the refuse vehicles put on the structure, which was deteriorating the bridge at an unacceptable pace and which would require replacement more rapidly than expected. As a result, smaller trucks would have to be used and could only serve about 200 homes a day given that the productivity of that equipment is much less. He explained there is also an issue of the availability of the smaller equipment and until Republic can acquire new trucks to serve the area, the most cost-effective solution would be to perform the service on Saturday. This would involve a fair bit of overtime.

Items 2 and 3 related to additional leave and COVID-related labor costs due to increased leave granted by the State of California during the pandemic when the state had granted 80 hours of leave per employee. This was a reasonable request and the specifics of the dollars were being evaluated, with discussions of how those prior costs would be amortized.

Mr. Hilton stated that Items 4 and 5 were items that Republic had brought to the Board in prior special rate year requests that had either been denied or withdrawn. Because RecycleSmart believed that the service required by the various ordinances and state laws had already been contemplated in the agreement, the requests were not considered to be appropriate for special adjustment. Nonetheless, he noted the company is incurring real costs that he anticipates would need to be considered in a future franchise agreement.

For Item 6, Mr. Hilton explained that it related to new requirements for organics processing under SB 1383 and was considered to be appropriate.

For Item 7, Mr. Hilton identified a claim by Republic that the cost-based rate adjustments in Years 3 and 6 had failed to recover actual costs. The RecycleSmart position is that notwithstanding the broad statements of purpose identified by Republic, the precise formulas in the contract had been applied correctly and costs had been allowed and disallowed in a manner consistent with the contract requirements.

Mr. Hilton referred to the significant service deficiencies, driven by impacts of COVID, supply chain challenges, challenges to the ability to get mechanics and keep the trucks in good repair, and other issues. RecycleSmart staff continues to discuss those issues with Republic staff and is trying to reach a mutual solution to address those challenges and the associated costs. Those issues would be discussed at the October meeting and Republic staff was diligently working with them to get data and to meet to resolve concerns.



PUBLIC COMMENTS OPENED

JEFF EYET, Lafayette, stated that since June he had experienced missed cart pickups at least one cart per week and when speaking to Republic it had been indicated that there was not enough trucks, drivers or mechanics but he countered that with the most recent earnings release in August when the Republic CEO had boasted of being able to drive profitability in a challenging market by being able to recover those costs from member agencies with a profit of over \$300 million plus. He challenged the identified shortages and stated it was disrespectful to counter with a 25 percent rate increase. He urged the Board to remember that situation and show evidence of the need for a rate increase.

TIM STOCKETT, Mattress Recycling Council with the Bye Bye Mattress Program stated that with the amendment being open for increase to the ratepayers, he wanted to push more project stewardship with Republic since there was no free drop-off for mattresses or box springs and it cost \$44 to get rid of a mattress in the service area. He had done projections in Martinez that showed a 45 percent margin improvement. He urged the Board to push project stewardship into the amendment.

PUBLIC COMMENTS CLOSED

**6. INFORMATION ITEMS**

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

**a. Executive Director's Monthly Report**

Mr. Hilton highlighted his report and recognized the member agencies and their staff to remain engaged and work through the SB 1383 issues and service-related issues. He stated the Franchise Extension and rate application was still under discussion. He thanked the Personnel Committee for considering a reclassification of the Finance Manager position to a Senior Accountant and a reduced salary schedule. He noted staff was engaged with Republic on how to resolve some of the service-related issues. He spoke about staff tabling events and engaging with member agencies.

Chair Sos stated that any support needed from the member agencies could also be identified. She thanked staff for all their work.

**b. Future Agenda Items**

**c. News Articles of Interest to the Board**

**7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS**

Chair Sos reported that on October 6, 2022 the full Board would be interviewing the two finalists for the Executive Director position and those candidates would be meeting with staff in the morning and the Board would receive feedback. The October 27, 2022 Board meeting would include significant rate setting, and hopefully an employment contract for the permanent Executive Director would be submitted to the Board for approval.

**8. ADJOURNMENT**

The Board adjourned at 4:40 P.M. to the meeting scheduled for October 27, 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

**SPECIAL BOARD MEETING OF THE  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
HELD ON OCTOBER 6, 2022**

The Special Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened at 1666 North Main Street, Walnut Creek, Contra Costa County, State of California, on October 6, 2022.

Chair Renata Sos called the meeting to order at 1:00 P.M. on October 6, 2022.

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

ABSENT: Board Members: Teresa Gerringier  
Karen Mitchoff

Staff members present: Janna McKay, Executive Assistant/Secretary to the Board 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.

The Board of Directors adjourned into Closed Session at approximately 1:02 P.M.

3. **CLOSED SESSION**
  - a. Public Employee Appointment/Employment  
Pursuant to Government Code Section 54957(b)  
Title: Executive Director
  - b. Conference With Labor Negotiators  
Pursuant to Government Code Section 54957.6  
Agency's designated Representatives: Renata Sos, Gary Phillips (Bob Murray & Associates)

Unrepresented employee: Executive Director

The Board returned from Closed Session at approximately 3:20 P.M.

With respect to Item 3a, Chair Sos reported that there was no reportable action out of closed session. With respect to Item 3b, the Chair reported the Board gave direction to the labor negotiators.

**4. ADJOURNMENT**

The Board adjourned at 3:25 P.M. to the meeting scheduled for October 27, 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



---

# Agenda Report

---

**TO:** CCCSWA BOARD OF DIRECTORS

**FROM:** ROB HILTON, INTERIM EXECUTIVE DIRECTOR  
DEBORAH MILLER, LEGAL COUNSEL

**DATE:** OCTOBER 27, 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 2022-12, 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 and September 2, 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.

<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 September 27, 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 2022-12, Continued Use of Teleconference for the Meetings of all CCCSWA Legislative Bodies under AB 361

**RESOLUTION NO. 2022-12**

**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, and September 1, 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 surveillance; 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:** JUDITH SILVER, SENIOR PROGRAM MANAGER  
**DATE:** OCTOBER 27, 2022  
**SUBJECT:** MOU WITH THE CITY OF WALNUT CREEK TO RECEIVE SB 1383 GRANT FUNDS

## SUMMARY

On September 19, 2016, Governor Jerry Brown signed into law the Short-lived Climate Pollutant Reduction Act (“SB 1383”), and CalRecycle adopted related regulations in 2020. To support implementation of the SB 1383 regulations, CalRecycle has offered one-time funding to local jurisdictions via the SB 1383 Local Assistance Grant Program. Even though RecycleSmart is fulfilling most SB 1383 requirements on behalf of its Member Agencies, it was not able to apply for the funds itself. Rather, each Member Agency applied for and received funding through the grant program, and has, or will, provide most of the funding to RecycleSmart to defray the costs of SB 1383 implementation activities. In Walnut Creek, the City operating budget and purchasing policy requires an agreement for payment of funds over \$85,000. The RecycleSmart portion of Walnut Creek’s grant funds are \$91,382.

## RECOMMENDED ACTION

1. Approve a Memorandum of Understanding with the City of Walnut Creek and accept \$91,382 in one-time SB 1383 Local Assistance Grant Program funds.

## DISCUSSION

The City of Walnut Creek submitted a grant application to CalRecycle in January, and was awarded \$101,536. As permitted by the Grant Program, the City has allocated \$10,154 for administrative costs, and \$91,382 towards personnel costs in the form of consulting services provided through RecycleSmart.

Pursuant to the City’s operating budget and purchasing policy, the City must execute agreements, approved by the City Council, for payments over \$85,000. On October 11, the Walnut Creek City Council accepted the grant funds, and authorized a Memorandum of Understanding with RecycleSmart to provide \$91,382 to the agency in order to defray a portion of RecycleSmart’s costs of SB 1383 implementation activities. Implementation activities include inspection of containers for prohibited contaminants along every route in the RecycleSmart service area, 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.

Staff wants to acknowledge Walnut Creek staff and the staff of each Member Agency for applying for the grant and for coordinating the transfer of funds to the agency. The manner of conveyance of funds depends on the purchasing policies of the Member Agency. To date, the agency has received \$53,469 from the Town of Danville and staff is actively working with the other Member Agency liaisons to receive grant funding.

**ATTACHMENT**

- A. Memorandum of Understanding Between City of Walnut Creek and Central Contra Costa Solid Waste Authority Regarding SB 1383 Local Assistance Grant Program Funds

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WALNUT CREEK AND  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
REGARDING SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FUNDS**

This Memorandum of Understanding (“MOU”) is made and entered into \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Walnut Creek, a California municipal corporation (“City”) and Central Contra Costa Solid Waste Authority, a joint powers authority established under the laws of the State of California (“CCCSWA”) (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 CCCSWA to exercise joint powers pertaining to solid waste handling and disposal in Central Contra Costa County. The member agencies entered into 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 CCCSWA. The current members of CCCSWA are the cities of Walnut Creek, Lafayette and Orinda, the towns of Danville and Moraga, and Contra Costa County.
- B. 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 (“SB 1383 Regulations”).
- C. 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.
- D. CCCSWA 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, including City. Among other things, on December 9, 2021, the Board of Directors of CCCSWA adopted Ordinance 21-1 for the purpose of implementing the SB 1383 Regulations within CCCSWA’s territory on behalf of CCCSWA’s members.
- E. CalRecycle is administering a one-time grant program that is providing funding to local jurisdictions to assist with implementation of the SB 1383 Regulations (“Local

Assistance Grant Program”). Each of CCCSWA’s member agencies agreed to apply for such funds under the Local Assistance Grant Program and, if awarded, allocate a portion of the grant funds to CCCSWA to defray a portion of CCCSWA’s costs to comply with certain requirements in the SB 1383 Regulations on behalf of the member agencies.

- F. The City applied for and was awarded grant funds under the Local Assistance Grant Program. The City has executed CalRecycle’s Local Assistance Grant Program Application Certification (“Application Certification”), attached hereto as Attachment 1, governing the City’s use of grant funds.
- G. As permitted by the Local Assistance Grant Program, the City is prepared to disburse a portion of the grant funds to CCCSWA, and CCCSWA is prepared to accept such funds disbursed by the City, under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the terms in this MOU, the Parties agree as follows:

## **TERMS**

### **1. Responsibilities of the Parties.**

- a. The City. The City agrees to:
  - i. Within thirty (30) days after the Effective Date of this MOU, the City agrees to disburse to CCCSWA Ninety One Thousand Three Hundred Eighty Two Dollars (\$91,382) (“Grant Funds”) for uses consistent with the Application Certification and SB 1383 Local Assistance Grant Program Budget Form (“Budget”), attached hereto as Attachment 2.
  - ii. Assist with coordination of submittal to CalRecycle of the various expenditure summary reports due on November 3, 2022, May 3, 2023, November 2, 2023 and May 2, 2024.
- b. CCCSWA. CCCSWA agrees to:
  - i. Expend the Grant Funds in the manner required by the Budget.
  - ii. Comply with all applicable provisions of the Application Certification, including, but not limited to, Exhibit A Terms and Conditions and Exhibit B Procedures and Requirements.
  - iii. Cooperate with the City to produce and provide such records or information as required or otherwise requested by CalRecycle under the Local Assistance Grant Program until such time as the City’s obligations under the Local Assistance Grant Program are discharged.

**2. Indemnification.** To the fullest extent permitted by law, CCCSWA shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys’ fees (collectively, “Liability”) of every nature arising out of or in connection with CCCSWA’s use of Grant Funds disbursed by the City to CCCSWA, except such Liability caused by the sole negligence or willful misconduct of the City.

CCCSWA shall immediately notify the City of any claim or loss against CCCSWA arising out of the disbursement of Grant Funds by the City. The City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim.

**3. Interpretation of this Agreement.** This MOU represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU shall not be interpreted for or against any Party by reason of the fact that such Party may have drafted this MOU or any of its provisions.

**4. Waiver.** No waiver of any of the provisions of this MOU shall be binding unless in the form of a writing signed by the Parties, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

**5. Notices.** All notices under this MOU shall be made in writing and either served personally, sent by first class mail, or sent by email provided confirmation of delivery is obtained at the time of email transmission, addressed as follows:

To CCCSWA: Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd., Ste. 320  
Walnut Creek, CA 94596  
Attn: Judith Silver  
Email: [judith@recyclesmart.org](mailto:judith@recyclesmart.org)

To City: Public Works Administration  
1666 N. Main Street  
Walnut Creek, CA 94596  
Attn: Heather Ballenger  
Email: [Ballenger@walnut-creek.org](mailto:Ballenger@walnut-creek.org)

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 email 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.

**6. Examination of Records; Retention of Records.** CCCSWA agrees that the City will have access to and the right to examine any records and supporting documentation pertaining to the performance of this MOU. CCCSWA 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.

**7. Governing Law and Venue.** California law shall govern this MOU. Any action to enforce or interpret this MOU shall be brought in a court of competent jurisdiction in Contra Costa County, California, except to the extent that any agreement with CalRecycle otherwise requires proceedings be held in Sacramento County, California.

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

**9. Power to Execute; Execution and Delivery.** Each individual executing this MOU, on behalf of one of the Parties, represents that they are duly authorized to sign and deliver this MOU on behalf of such Party, and that this MOU is binding on such Party in accordance with its terms. This MOU 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 policy, the Parties agree that an electronic signature to this MOU and an electronic copy of this MOU 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 hereto have executed this MOU on the day and year first above written

CITY OF WALNUT CREEK

RECYCLES MART

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Legal Counsel

Attachments:

- 1 Application Certification
- 2 SB 1383 Local Assistance Grant Program Budget Form 4



# Application Certification

## Application Information

Applicant: City of Walnut Creek  
 Cycle Name: SB 1383 Local Assistance Grant Program  
 Cycle Code: OWR1  
 Grant ID: 25139  
 Grant Funds Requested: \$94,559.00  
 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	Prtcpnt. Auth
Emlyn Struthers	Administrative Analyst II	X				
Dan Buckshi	City Manager			X		
Judith Silver	Senior Program Manager				X	

## Budget

Category Name	Amount
Admin Costs	\$9,456.00
Collection	\$0.00
Education	\$0.00
Enforcement	\$0.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$0.00
Materials	\$0.00
Personnel	\$85,103.00
Training	\$0.00
Upgrade/Expansion	\$0.00

## Documents

Documents	Document Title	Received Date
<b>Required</b>		
Application Certification		
<b>Required By Secondary Due Date</b>		
Resolution - Individual Application	Signature Authority Resolution	1/13/2022
Resolution - Regional Application Lead Participant		

# Application Certification

## Other Supporting Document(s)

Draft Resolution

Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

## 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

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

## 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 

January 26, 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

Dan Buckshi

City 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.

# Budget

## SB 1383 Local Assistance Grant Program

Grantee's Name: City of Walnut Creek

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

Description	Dollar Amount
Indirect Costs	\$10,154.00
<b>Subtotal</b>	<b>\$10,154.00</b>

**Collection** (Expand rows and columns as needed)

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

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

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

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

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

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

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

**Personnel:** Salary/benefits for staffing

Postion Title (If available)	Description	Dollar Amount
CCCSWA Program Manager	personnel to implement SB 1383 program	\$30,460.66
CCCSWA Senior Program Manager	personnel to implement SB 1383 program	\$30,460.67
CCCSWA Contract Compliance Specialist	personnel to implement SB 1383 program	\$30,460.67
<b>Subtotal</b>		<b>\$91,382.00</b>

**Upgrade/Expansion:**

Description	Dollar Amount	
<b>Subtotal</b>		<b>\$0.00</b>

**Expenditure Itemization Grant Total:** **\$101,536.00**





# Agenda Report

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** ROB HILTON, INTERIM EXECUTIVE DIRECTOR  
**DATE:** OCTOBER 27, 2022  
**SUBJECT:** CALRECYCLE GRANTS RESOLUTION AUTHORIZATION

## SUMMARY

Staff proactively monitors for opportunities to pilot and implement new or improved waste diversion programs and services while keeping cost implications a priority. The California Department of Resources Recycling and Recovery (CalRecycle) offers funding opportunities authorized by legislation to assist public entities in the safe and effective management of the waste stream. Staff is proposing Board Authorization of a Resolution to allow the Executive Director to execute grant application(s) that will assist the Authority in its goals, interests and timely response to important and swift CalRecycle grant deadlines.

## RECOMMENDED ACTION

1. Adopt Resolution No. 2022-13, Authorizing the Executive Director to Submit Application(s) for all CalRecycle Grants for which the CCCSWA is Eligible, for a Five-Year Period from the Date of Adoption.

## DISCUSSION

All grant applications submitted to CalRecycle will be consistent with the Authority's goals and interests, including those identified in the CCCSWA Legislative and Regulatory Platform and Advocacy Policy:

- Extended Producer Responsibility (EPR)
- Waste Diversion
- Recycling and Organics Processing Infrastructure
- Packaging Reduction / Plastic Pollution
- Toxics Reduction / Household Hazardous Waste (HHW)
- Market and Economic Development
- Healthy Soils

- Climate Adaptation and Mitigation
- Diversion Funding
- Food Waste Reduction and Recovery

### **CalRecycle Beverage Container Recycling Grant**

RecycleSmart submitted a grant application to CalRecycle on October 18, 2022 for a Beverage Container Recycling Grant in the amount of \$196,079 for the grant period covering the Notice to Proceed (about April 2023) to December 2024. The grant funds will be used to install beverage container recycling receptacles at up to eighteen gas stations (where beverage containers are often purchased and disposed of) throughout the service area (three in each jurisdiction). Most gas stations in the service area currently provide only landfill receptacles for customer access at the gas pump. Placing new, convenient beverage container recycling receptacles at the pump provides a unique opportunity to divert recyclables from the landfill. The grant application also funds eighteen months of a Reverse California Redemption Value (CRV) Vending Machine placed at St. Mary's College in Moraga to pilot this new recycling technology. A reverse CRV vending machine accepts empty CRV bottles and cans, and provides the redemption value payment to the deposit user (students, faculty, staff).

The CalRecycle grant is available to fund only programs and services directly related to beverage container recycling (CRV containers). If awarded, the grant will fund one hundred percent of the pilot services including equipment, education, personnel services, and administrative costs to manage the grant.

As part of the grant application process, a Board-approved resolution is due to CalRecycle by November 17, 2022. The resolution template is provided by CalRecycle, and contemplates authorizing grant submittals for any CalRecycle grants for which the Authority is eligible within the next five years.

If awarded, staff will bring information to a future Board meeting.

### ATTACHMENT

- A. CCCSWA Resolution No. 2022-13, Authorizing the Executive Director to Submit Application(s) for all CalRecycle Grants for which the CCCSWA is Eligible

**RESOLUTION NO. 2022-13**

**THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY AUTHORIZING  
SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS  
FOR WHICH THE CCCSWA IS ELIGIBLE**

**WHEREAS**, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors authorizes the submittal of application(s) to CalRecycle for all grants for which Central Contra Costa Solid Waste Authority is eligible; and

**BE IT FURTHER RESOLVED** that the Executive Director, or his/her designee, is hereby authorized and empowered to execute in the name of the Central Contra Costa Solid Waste Authority all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

**BE IT FURTHER RESOLVED** that these authorizations are effective for five (5) years from the date of adoption of this resolution.

**PASSED AND ADOPTED** by the Central Contra Costa Solid Waste Authority Board of Directors on the \_\_\_ day of \_\_\_\_\_, 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:** CCCSWA BOARD AD HOC COMMITTEE ON EXECUTIVE DIRECTOR RECRUITMENT

**DATE:** OCTOBER 27, 2022

**SUBJECT:** **EMPLOYMENT AGREEMENT FOR NEW EXECUTIVE DIRECTOR AND AMENDMENT TO CCCSWA SALARY SCHEDULE**

## SUMMARY

The CCCSWA Board Ad Hoc Committee on Executive Director Recruitment recommends to the Board that it authorize the Board Chair to execute an Employment Agreement with David Krueger to serve as the agency's new Executive Director. This Employment Agreement is the culmination of a months-long search process, which was rigorous and transparent and that led the Board to its enthusiastic selection of David to lead the agency. Under the Employment Agreement with David, his employment would begin January 3, 2023 for a three-year term, at a base salary of \$220,000 per year and with certain other employment benefits that are summarized below. If the Board approves the Employment Agreement, CCCSWA's salary schedule requires a conforming amendment.

## RECOMMENDED ACTION

1. 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 (Attachment A), and approve a conforming amendment to CCCSWA's salary schedule.

## DISCUSSION

### Background

Ken Etherington served as the Executive Director of CCCSWA from April 2014 through July 2022. Shortly after Mr. Etherington announced he would be leaving his position with agency, the CCCSWA Board approved the formation of an Ad Hoc Committee on Executive Director Recruitment. Directors Andersen, Francois, Sos, and Worth were appointed to and have served on the committee.

In June 2022 and based on the recommendation from the Ad Hoc Committee, the Board approved hiring HF&H Consultants, LLC (Rob Hilton) to serve as the agency's interim Executive Director during the time between Ken's departure and the seating of his successor. HF&H's 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. 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 ratepayer. Rob has preliminarily indicated a willingness to assist the agency with the transition to the new Executive Director. The Board will be updated as appropriate on discussions about the transition and may be asked at a future meeting to approve an amendment to the consulting contract with HF&H.

In May 2022, with the Board's approval and based on recommendation from the Ad Hoc Committee, CCCSWA retained the executive search firm Bob Murray & Associates (Gary Phillips) to lead the search for a new Executive Director. Over the last about four months, Gary has conducted a robust recruitment. Among other things, Gary interviewed Board members, CCCSWA staff, and City Managers and other key staff at CCCSWA's member agencies to develop a candidate profile for the position.

The agency received numerous applications for the position by the submittal deadline. Gary conducted a review and screening, and then presented the Ad Hoc Committee seven candidates. The Ad Hoc Committee invited four of those candidates to interview. At the conclusion of that round of interviews, the Ad Hoc Committee recommended two finalist candidates. On October 6, 2022, CCCSWA staff met with the two candidates; shortly after, the full Board received a summary of staff input and comments about the two candidates and then conducted its own interviews in closed session. Both candidates offered deep, broad, and relevant experience in public service, knowledge of the industry, leadership experience, stellar references, and a genuine interest in serving CCCSWA and its member agencies.

### **Recommended Candidate and Employment Terms**

At the conclusion of the recruitment process, the CCCSWA Board selected David Krueger as the next agency Executive Director. The Board was impressed with the breadth and depth of David's experience in the solid waste and recycling field, his customer service orientation, his command of the process of negotiating and implementing franchise agreements, and his collaborative and empathic approach to managing staff. During his interview, David evinced professionalism, the ability to listen, a sense of humor, and a can-do approach to conflict resolution and problem solving. The Board appreciated and welcomed David's perspectives on the importance of transparency and communication in forging strong and enduring relationships between the agency's Executive Director, on the one hand, and agency staff, the Board, member agencies, and ratepayers, on the other.

The CCCSWA Board provided direction to the agency's labor negotiators, Chair Sos and Gary Phillips, regarding negotiation of an Employment Agreement with David. CCCSWA's labor counsel, Deanna Mouser, reviewed and revised the agency's Employment Agreement for conformity and consistency with current law and standards.

Key provisions of the proposed Employment Agreement (see Attachment A), which has been agreed to and signed by David, include:

- Employment begins on January 3, 2023.
- The term of the Agreement is three years (ending December 31, 2025), and the Agreement can be renewed.

- Base salary is \$220,000 per year. Salary increases are not automatic. Salary increases are not expected to exceed three percent per year. The first salary increase will be considered July 1, 2024.
- The first performance review will occur six months after the start of employment, and annually thereafter.
- The Executive Director is eligible to enroll in medical, dental, vision, and other similar benefits programs offered to other agency employees.
- The Executive Director will be enrolled in CCCSWA's CalPERS pension plan as a Classic member.
- CCCSWA will make an annual contribution of \$1,750 to the Executive Director's 401(a) Plan.
- The Executive Director will be entitled to accrue 240 hours of general leave (subject to accrual cap of 320 hours), 24 hours of special paid time off, and 40 hours of administrative leave per year.
- The Executive Director is entitled to three months' severance in the event the Board elects to terminate the Employment Agreement for no cause before the end of the term, assuming appropriate waivers.

The costs of the Employment Agreement are within the scope of CCCSWA's FY22-23 budget.

Government Code section 54953 requires an oral report summarizing the recommendation for final action on the salaries or compensation paid in the form of fringe benefits to a local agency executive. To comply with this requirement, an oral summary of the report will be presented before the Board takes action.

### **Amendment to Salary Schedule**

Under CalPERS regulations, the agency must maintain a publicly-available pay schedule that includes pay rates for each position at the agency. If the Board approves the Employment Agreement with David, CCCSWA's most current pay schedule (effective July 1, 2022) must be updated to reflect the Executive Director's new base salary and the time base for how the position's pay is calculated. Attachment B amends the Salary Schedule to conform with the Employment Agreement.

### **ATTACHMENTS**

- A. Employment Agreement with David Krueger and Job Description
- B. Salary Schedule Amendment



## EMPLOYMENT AGREEMENT

This Employment Agreement dated as of October \_\_\_\_\_, 2022 (“Agreement”), is entered into by and between CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY (“CCCSWA”), and DAVID KRUEGER (“Employee”), collectively referred to as “the Parties.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to the following:

A. Employment Relationship. The Board, or the designee(s) of the Board, shall have sole authority and responsibility to assign duties to and direct Employee, to evaluate Employee’s performance of said duties, and to terminate Employee.

B. Term. The term of this Agreement shall begin on January 3, 2023, and will terminate on December 31, 2025, or on the effective date of a termination or resignation, whichever is earliest (“Termination Date”), unless the Parties renew this Agreement. CCCSWA will provide Employee a minimum of two (2) weeks’ written notice prior to Termination Date, if it does not intend to renew this Agreement.

In the event that Employee voluntarily resigns their position, Employee shall give the Board of Directors two (2) months’ written notice in advance, with the resignation effective two (2) months after the notice, unless the Parties otherwise agree to a shorter or longer notice period and effective date.

Both Parties agree that Employee is retained on an at-will basis subject to the non-renewal notice in this section and the termination provisions in paragraph I. Both Parties agree that this relationship is governed solely by this Agreement and CCCSWA rules and policies, including CCCSWA Personnel Policy & Procedures Manual, as amended from time to time, which are incorporated by reference into this Agreement as if fully set forth herein (see

paragraph Q.1.), but not by any statutory provisions, including those governing public employment.

C. Employee's Duties. Employee shall render their best professional services and skills for the benefit of CCCSWA, performing the duties of an Executive Director of CCCSWA, as an overtime-exempt employee. Employee's primary responsibilities are to perform all supervisory and administrative tasks generally required of an executive officer for a similarly situated public agency. These Executive Director functions include, but are not limited to: supervising all CCCSWA administrative and financial activities; supervising personnel functions; serving as the primary contact with the Board; supervising the preparation of Board and Board subcommittee agendas and staff reports; supervising all agency recycling and reuse programs; administering CCCSWA franchises and other vendor contracts; pursuing any goal statement and policies as adopted by the Board; and overall responsibility for CCCSWA's functioning. Employee shall be responsible for performing the work under this Agreement in a manner consistent with the generally accepted standards for a professional public agency administrator. Employee's duties and responsibilities are described in additional detail in the attached Job Description for Executive Director.

D. Compensation. In consideration for Employee's services, CCCSWA agrees to pay Employee a salary of Eighteen Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$18,333.33) per month as compensation, which calculates to an annual salary of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00).

The Board will annually review Employee's salary and consider any changes, with the first such potential change effective July 1, 2024. Annual changes are not automatic. Changes will be based on factors such as: changes in cost of living; adjustments to salary rates being made

by the member agencies; and CCCSWA's financial conditions and policies. Employee may timely cause consideration of a salary change to be placed on the Personnel Committee's agenda in or around Winter or Spring of each year, commencing in 2024.

The Personnel Committee is expected to consider and make recommendations to the Finance Committee regarding any changes to Employee's salary. The Finance Committee is expected to consider the recommendation in the context of the agency's overall budget and make recommendations to the Board regarding any change to Employee's salary. The Board will consider approving a salary change, in its discretion, at a regular meeting in open session.

A salary increase, if any is granted, will be effective on the date the Board specifies but typically would be expected to be effective July 1 (the start of the agency's fiscal year). The total salary increase to be considered at that time shall not exceed three percent (3%), unless the Board determines a higher increase is both fiscally responsible and is warranted in recognition of Employee's accomplishments. There is no automatic increase in the level of compensation, so this Agreement complies with Government Code section 3511.2(a).

E. Performance Review. Employee shall receive a performance review after about six (6) months of employment and an annual performance review with the Board, or designee of the Board, in or around each late Winter or early Spring, commencing in 2024. The Board can communicate with Employee at any time regarding Employee's performance or regarding performance improvement.

F. Exclusivity of Service and Conflicts of Interest. Employee shall devote all employment energies, interests, abilities and time to the performance of duties hereunder on a full-time basis. Notwithstanding Employee's obligations set forth herein, upon written consent of the CCCSWA Board Chairperson, Employee may, from time to time, engage in other

professional activities (for example, teaching and consulting), so long as such activities do not conflict with Employee's obligations to CCCSWA. In addition, Employee shall not engage in any activity, which in the sole opinion of the CCCSWA Board Chairperson, would be detrimental to CCCSWA. Employee shall be subject to and comply with all federal, state and local laws regarding conflicts of interest.

G. Benefits and Expense Reimbursements.

1. Health and Welfare Benefits. Employee shall be eligible to enroll in the following benefit programs offered by CCCSWA: medical, dental, vision, Employee Assistance Program, Tuition Reimbursement, Disability Insurance and Life Insurance. Employee shall be solely responsible for paying Employee's portion of premium costs.

2. Pension. Employee shall be enrolled in CCCSWA's CalPERS pension plan that is applicable to Employee as either a "classic member" or "PEPRA member." Employee shall be solely responsible for paying Employee's member contribution for the pension.

3. Deferred Compensation. Employee shall be eligible to participate in CCCSWA's 401(a) and 457 Plans. Employer shall make an annual contribution to the 401(a) Plan, which is currently One Thousand Seven Hundred Fifty and No/100 Dollars (\$1,750.00) for an overtime-exempt employee. Employee shall be solely responsible for paying all contributions to the 457 Plan.

4. Expense Reimbursement. CCCSWA agrees to pay Employee's reasonable travel expenses, including mileage at the IRS rate and economy airfare, for trips inside and outside the service area, and subsistence expenses of Employee, for official travel, meetings and occasions which are reasonably necessary to enable Employee to pursue official functions for



CCCSWA, as well as professional development, subscriptions, or trade association meetings that benefit CCCSWA, provided such travel is consistent with Employee's responsibilities as directed or authorized by the Board. All expenses shall be reasonable and shall be within the budget established for this purpose.

5. Holidays and General Leave.

a) *Holidays*

Employee shall be entitled to twelve (12) paid holidays annually designated and observed by CCCSWA.

b) *General Leave;*

Employee shall be entitled to accrue Two Hundred Forty (240) hours of general leave during each full year of full-time employment, pro-rated based on time worked, which is Twenty (20) hours of accrued general leave per month of full-time work. General leave will not accrue during any period of an unpaid leave of absence. To the extent that Employee does not use their accrued general leave during the year, any remaining accrued general leave shall be carried over and shall be subject to an accrual cap for general leave of Three Hundred Twenty (320) hours. Employee shall also be entitled to accrue Twenty Four (24) hours of special paid time off and Forty (40) hours of administrative leave during each full year of full-time employment, prorated based on time worked. Employee does not receive separate paid sick leave, vacation leave, or paid personal leave, even if such items are in current or amended CCCSWA rules or policies.

Employee shall be entitled to use up to Twenty Four (24) hours of Employee's general leave each year for any of the reasons paid sick leave can be used under state law (California Healthy Workplaces, Healthy Families Act of 2014, as may be amended).

H. Office and Work Hours. The CCCSWA Board and Employee agree that Employee shall generally be present on a regular basis at the offices of CCCSWA during regular office hours from 8:00 a.m. to 5:00 pm. Monday through Friday in order to supervise and perform administrative services. It is also recognized that Employee will attend meetings as needed with member agency staff, and/or their legislative bodies; contractors, franchisees, and vendors; and CCCSWA constituents outside of the office during these office hours and outside of these office hours at other times as needed.

Employee's compensation is based on Employee being available to perform all duties under this Agreement a minimum of Forty (40) hours per week on a regular basis. Employee shall keep the Board of Directors informed of Employee's schedule and shall schedule absences in such a manner to minimize adverse impacts on the operations of CCCSWA, including scheduling absences to minimize missing regularly scheduled Board or Committee meetings.

If Employee works Six (6) or fewer hours on a work day, being absent for Two (2) or more hours on a work day, Employee will track and account for those missed hours as a category of paid time (such as holiday or jury duty), if applicable, or as general leave if Employee has hours accrued, or as unpaid leave if there is no accrued general leave.

Employee will perform Forty (40) or more hours of work per week, or Employee will otherwise account for at least Forty (40) hours per week as non-work time. More specifically, Employee will account for Forty (40) hours per week as one of the following:

- Hours worked, or
- Hours not worked but paid, such as general leave, holiday, jury duty service, or other applicable paid time off category, or

- Hours not paid (or unpaid leave) if Employee has no accrued general leave, with Employee's salary to be accordingly reduced by the amount of unpaid leave taken. (29 C.F.R. 541.710).

I. Termination and Severance. This Agreement is for employment at will. Without cause and without stating a reason, CCCSWA may terminate Employee's retention and at-will employment at any time and for any or no reason upon giving Employee a minimum of Two (2) weeks' prior written notice. The termination will be effective Two (2) weeks after the notice, unless the Parties otherwise agree to a shorter notice period and effective date. CCCSWA may pay Two (2) weeks' salary in lieu of having Employee work the Two-(2) week notice period, in which case the termination may be made effective on the date of the notice.

CCCSWA may immediately terminate Employee for cause without prior written notice.

In the event that Employee voluntarily resigns Employee's employment, Employee shall give the Board of Directors Two (2) months' prior written notice, with the resignation effective Two (2) months after the notice, unless the Parties otherwise agree to a shorter or longer notice period and effective date.

Neither party's right to terminate this Agreement shall be limited by an implied covenant or oral agreement.

In the event of termination of this Agreement for no cause, severance will be made available to Employee of Three (3) months of Employee's monthly compensation rate if Employee signs and agrees to be bound by a written general release agreeing not to sue and waiving claims and recovery against CCCSWA and all CCCSWA member agencies, and their representatives and agents.

In the event of termination of this Agreement for cause, no severance will be made available to Employee. In the event of non-renewal of this Agreement, no severance will be made available to Employee.

Following any notice of termination, Employee shall fully cooperate with CCCSWA in all matters relating to the winding up of Employee's pending duties on behalf of CCCSWA and the orderly transfer of any such pending work to other employee(s) of CCCSWA or the new executive director.

J. Abuse of Position or Office. In compliance with Government Code sections 53243 through and including 53243.4, if this Agreement is terminated early, any severance related to the termination that Employee may receive from CCCSWA shall be fully reimbursed to CCCSWA if Employee is convicted of a crime involving an abuse of their office or position with CCCSWA. As required by Government Code section 53243, to the extent this Agreement provides or Employee receives paid leave salary pending an investigation, any such salary provided for that purpose shall be fully reimbursed if Employee is convicted of a crime involving an abuse of Employee's office or position. As required by Government Code section 53243.1, to the extent this Agreement provides or Employee receives funds for the legal criminal defense of Employee, any such funds provided for that purpose shall be fully reimbursed to CCCSWA if Employee is convicted of a crime involving an abuse of Employee's office or position. As required by Government Code section 53243.2, regardless of the term of this Agreement, if it is terminated, any cash settlement related to the termination that Employee may receive shall be fully reimbursed to CCCSWA if Employee is convicted of a crime involving an abuse of Employee's office or position. As required by Government Code section 53243.3, if CCCSWA provides, in the absence of a contractual obligation, for any of these payments mentioned in this

paragraph, then Employee, if Employee receives any payments provided for those purposes, shall fully reimburse CCCSWA if Employee is convicted of a crime involving an abuse of Employee's office or position. The phrase "abuse of office or position" is defined by Government Code section 53243.4 to mean either: (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority, or (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

K. Possession and Ownership of Property. Upon termination of this Agreement, regardless of how termination may be effected, or whenever requested by CCCSWA, Employee shall immediately turn over to CCCSWA all of CCCSWA's property, including all items used by Employee in rendering services for CCCSWA hereunder or otherwise, that may be in Employee's possession, or under their control. All rights, title, royalties and interest to all work product of Employee resulting from their performance under this Agreement, including all software, systems, specifications, data, reports, opinions and any other such information and materials as may be accumulated by Employee in performance of work under this Agreement, whether complete or in progress, shall be vested in CCCSWA.

L. Confidentiality. Employee agrees that in addition to any other limitation, regardless of the circumstances of the termination of employment, Employee will not communicate to any person, firm, or corporation any confidential information relating to CCCSWA, which Employee might from time to time acquire in the course of carrying out their responsibilities under this Agreement.

M. Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Agreement shall not be construed as a waiver thereof.

N. Notices. Any and all notices or communications required or permitted to be given under this Agreement to be given by either party shall be delivered in writing by hand delivery, overnight delivery, or United States registered or certified mail with return receipt requested and postage prepaid, and addressed in the case of Employee, at the current home address on file with CCCSWA, and in the case of CCCSWA to the business offices of CCCSWA (currently located at 1850 Mt. Diablo Boulevard, Suite 320, Walnut Creek, California 94596), or to such other address as either party hereto shall hereafter designate by written notice to the other party. Notice by hand delivery shall be deemed delivered upon receipt, overnight delivery notices shall be deemed delivered on the next business day, and mailed notices shall be deemed delivered Five (5) calendar days after deposit thereof in the United States mail, in accordance with this paragraph.

O. Review. Each party to this Agreement has had the opportunity to adequately review this Agreement, and failure to do so and any consequences thereof shall not be charged to the other party.

P. Headings and Severability. The paragraph headings contained in this Agreement are for reference purposes only and do not constitute substantive matter to be considered in construing the terms and provisions of this Agreement. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

Q. Miscellaneous.

1. Entire Agreement and Amendments. CCCSWA rules and policies, including CCCSWA Personnel Policy & Procedures Manual, as amended from time to time, apply to Employee and are incorporated by reference into this Agreement as if fully set forth herein, unless this Agreement specifically changes a term in the current or amended rules or policies. When applied to Employee, a reference to the Executive Director in such rules and policies, such as the rules or policies requiring approval of an employee request by the Executive Director, shall mean a reference to the Board of Directors, so that the Board of Directors will be the party to approve such requests pertaining to the Executive Director's employment. If a provision in CCCSWA rules or policies actually contradicts an express provision of this Agreement, the express provision of this Agreement will control.

This Agreement constitutes the entire agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other communications, documents, agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof. No party has made or relied upon any representations, warranties or commitments with respect to the subject matter of this Agreement except those specifically set forth herein. This Agreement shall be modified only with a written instrument duly executed by each of the Parties.

2. Binding on Heirs, Successors and Assigns. The Employee retention provisions of this Agreement are personal to Employee such that Employee is responsible to perform all employment duties and cannot assign or sub-contract Employee's employment responsibilities to others, but the administrative provisions of this Agreement shall be binding

upon and inure to the benefit of and shall be enforceable by the heirs, administrators, executors, successors and assigns of the Parties hereto.

3. Alternative Dispute Resolution. With this section, the Parties agree to a pre-dispute resolution process. Prior to engaging in any legal or equitable litigation or other dispute resolution process, regarding any of the terms and conditions of this Agreement between the Parties, or concerning the subject matter of this Agreement between the Parties, each Party specifically agrees to engage, in good faith, in a mediation process at the expense of CCCSWA, complying with the procedures provided for under California Evidence Code sections 1115 through and including 1129, as then currently in effect. The Parties further and specifically agree to use their best efforts in good faith to reach a mutually agreeable resolution of the matter. The Parties understand and agree that should any party to this Agreement refuse to participate in mediation for any reason, the other party will be entitled to seek a court order to enforce this provision in any court of appropriate jurisdiction requiring the dissenting party to attend, participate, and make a good faith effort in the mediation process to reach a mutually agreeable resolution of the matter.

4. Drafting of Agreement. This Agreement was negotiated between the Parties and shall be read as if it was prepared jointly by the Parties. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either Party. The Parties agree that ambiguities concerning matters addressed in this Agreement should be resolved in a manner consistent with CCCSWA rules and policies, to the extent those provisions are not inconsistent with this Agreement.

5. Choice of Law. This Agreement shall be construed and enforced under the laws of the State of California.



6. Venue. The Parties agree that venue shall be in Contra Costa County, California.

7. Continuing Terms. Some sections of this Agreement are intended, by their terms, to survive termination of Employee's employment with CCCSWA. Those sections shall survive termination of employment and/or this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CENTRAL CONTRA COSTA SOLID WASTE  
AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
RENATA SOS, CHAIR

EMPLOYEE

Dated: 10/17/2022

By: David Krueger  
DAVID KRUEGER

APPROVED AS TO FORM:

\_\_\_\_\_  
DEBORAH MILLER, COUNSEL FOR CCCSWA

Attachment: Job Description



**Central Contra Costa Solid Waste Authority (CCCSWA)  
Job Description**

**Job Title:** Executive Director  
**Reports To:** Board of Directors  
**FLSA Status:** Full Time Overtime Exempt  
**Board of Directors Ad Hoc Committee on Executive Director Recruitment Approval Date:** July 5, 2022

**Summary Description:** Under the direction of the Board of Directors, the Executive Director serves as the Chief Executive Officer of CCCSWA and is responsible for the efficient and effective leadership, management, and administration of the agency's operations and programs. The Executive Director supervises and manages the agency's operations in compliance with Board policies and all applicable laws and requirements. The Executive Director regularly uses discretion and judgment to make sound operational and management decisions. The Executive Director supervises all agency employees, manages the agency's operations and budget, and oversees relationships with Member Agencies, franchisees, vendors, consultants, and other third parties. The Executive Director will be responsible for negotiating, implementing administering, and overseeing contracts and franchise agreements. The Executive Director advises, assists, and provides recommendations and analyses to the CCCSWA Board of Directors.

**Essential Duties and Responsibilities**

The Executive Director is responsible for leading, managing, supervising, directing, coordinating, and evaluating all CCCSWA operations, employees, programs, activities, and services in compliance with CCCSWA's policies, rules, Board direction and policies, and applicable law and requirements. Essential duties and responsibilities include but are not limited to:

Employee Relations

- Recruit, retain, and develop agency employees, including making employment decisions regarding promotion, changes in status, evaluation, dismissal, and discipline.
- Train employees on their responsibilities and matters relevant to their job performance.
- In consultation with legal counsel and with Board input as appropriate, oversee human resources policies and procedures, and compliance with legal requirements, including safety, workers' compensation, equal employment opportunity, payroll, wage and hour, tax compliance, benefits programs, and other employee matters.
- Handle employee relations issues including complaints, concerns, grievances, and investigations.
- Maintain a work environment that values diversity, equity, inclusion, respect, and collaboration.
- Assess efficiencies, and restructure and streamline operations, duties, and staffing as appropriate.
- Assign, prioritize, schedule, and direct duties and assignments.
- Analyze and set performance goals and deadlines, review work, monitor and evaluate employee performance periodically, and provide constructive feedback and coaching as needed.

### Business Operations and Budget

- Implement, administer, and oversee CCCSWA's programs, policies, and procedures in compliance with applicable law, regulation, and Board policies and direction.
- Prepare the annual budget. Develop, oversee, and analyze CCCSWA program budgets, including funds needed for staffing, services, projects, equipment, and supplies. Identify funding needs. Monitor performance against budget and recommend changes as necessary and appropriate. Prepare timely Board reports on budget status and expenditures.
- Oversee and participate in the annual maximum rate-setting process.
- Negotiate, implement, administer, and oversee contracts and franchise agreements, with Board input as appropriate, for vendor and CCCSWA compliance with rights and obligations.
- Manage and oversee all CCCSWA property, facilities, and equipment, including the lease for the CCCSWA office.
- Manage and oversee all contractual, business, and stakeholder relationships for CCCSWA.

### Member Agency and External Relationships

- Effectively advocate and communicate the interests of the agency and its Member Agencies in matters related to solid waste services, facilities, and programs before local, state, and federal agencies, governmental bodies, groups, entities, and organizations.
- Serve as liaison and coordinate activities between CCCSWA and other agencies, governmental bodies, groups, entities, and organizations.
- Advise Member Agencies concerning issues related to applicable state laws and regulations, programs, costs, streamlining operations, rates, and charges.
- Establish and maintain effective and cooperative relationships and communication with Member Agencies, elected officials, employees, consultants, the public, and others.
- Continue and refine the user-friendly and effective outreach program targeted to all segments served, including an effective website and newsletter.
- Communicate or assist the Board Chair in communicating with media and other external groups as necessary.

### Agency Programs and Contractor Relationships

- Analyze, manage, negotiate, oversee, monitor, and administer the agency's contracts with service providers, consultants, and others to ensure compliance with contractual rights and obligations.
- Develop and implement a process to procure collection, processing, diversion, reuse, recycling, and disposal services before current franchise arrangements expire.
- Manage, oversee, and implement plans and programs that encourage and assist Member Agencies and ratepayers to improve diversion, reuse, recycling, and other practices that have a positive impact on the environment.
- Oversee the planning and implementation activities required to comply with applicable state and federal laws and regulations, including SB 1383 and AB 939 (Public Resources Code section 40000 et seq.).
- Continually analyze, assess, and evaluate the effectiveness of agency programs and, as appropriate, recommend modifications, improvements, or new programs to the Board.
- Supervise and direct the acquisition of necessary equipment and materials, within the budget.
- Research, apply for, implement, and ensure compliance with grant opportunities.

- Establish, refine, and administer policies and procedures for CCCSWA based on Board policy and direction, best practices, and contractual, legal, and other applicable requirements.
- Analyze new legislation, trends, and innovations impacting CCCSWA and advise the Board as appropriate.
- Avoid conflicts of interest or appearances of conflicts or improprieties.
- Oversee CCCSWA's response to requests for public records in consultation with legal counsel.
- Represent CCCSWA at a variety of external meetings and professional conferences.
- Oversee website, technology, and computer systems and improvements.

#### Responsibilities to the Board

- Establish and maintain effective, professional, and cooperative relationships and communication with the Board and its members.
- Timely communicate with the Board on all significant matters relating to CCCSWA programs and services, including financial matters, compliance and regulatory matters, employee issues, and current and future needs.
- Analyze, assess, research, and recommend items, improvements, and actions to the Board.
- Assist the Board in significant matters relating to CCCSWA programs and services, including annual maximum rate setting.
- Prepare meeting agendas, staff reports, financial reports, operational reports, budget updates, contracts, and documents regarding agenda items for the Board and its committees. Ensure timely posting of agendas and timely distribution of Board packets and committee packets. Oversee and ensure compliance with agenda and open meeting requirements.
- Research, evaluate options, develop recommendations, prepare, and present technical and administrative staff reports for CCCSWA Board meetings and committee meetings.
- Ensure thorough understanding of all agenda items and Board or committee meeting documents, and be able to clarify items as requested by the Board or a committee.
- Attend all Board and all committee meetings.
- Oversee the preparation of appropriate Board meeting and committee meeting minutes.
- Ensure timely and effective completion of or follow-up to items requested by the Board.
- Analyze and recommend methods to the Board to increase efficiency or save costs.
- Facilitate communication between the Board and CCCSWA counsel on legal, risk management, compliance, and contractual issues as appropriate

#### Other Duties and Responsibilities

- Provide exemplary customer service to ratepayers and Member Agencies.
- Perform other duties as requested or required by the Board, Board Chair, or a Committee Chair.

#### **Knowledge, Skills, and Abilities:**

Knowledge or demonstrated ability to learn quickly the following:

- Federal, state, and local laws, and other requirements governing or impacting CCCSWA, waste prevention and recycling activities, CCCSWA operations, and/or CCCSWA employees.
- Public administration requirements, principles, and practices.
- Principles and techniques of organization, management, supervision, and planning.
- Waste reduction, diversion, and recycling operations and environmentally safe practices.

- Cost control and budget preparation, analysis, and administration.
- Competitive procurement and purchasing requirements.
- Conflict of interest and ethics laws applicable to public agencies.
- Public record requirements, effective public relations, media interactions, and governmental relations.
- Contract preparation, negotiations, oversight, compliance, and administration.
- Effective leadership, motivation, team building, and conflict resolution.
- Personnel management, supervision, safe work practices, evaluations, and training.

Skills and abilities required for this position include:

- Ability to serve and collaborate with a diverse group of elected officials and senior Member Agency management and execute policies in a manner to establish and maintain trust and confidence.
- Ability to analyze, use critical thinking, prioritize, make decisions or recommendations, delegate, implement solutions, and accommodate interruptions.
- Ability to deal effectively, collaboratively, and calmly in difficult situations and maintain cooperative working relationships with constituents, Board members, and Member Agency staff.
- Ability to oversee and evaluate the work of service providers.
- Ability to use sound independent judgment and discretion and to work independently on important projects within general policy and legal requirements.
- Ability to negotiate contracts and solutions skillfully.
- Ability to work flexible hours and weekends (if necessary).
- Ability to communicate clearly, concisely, and persuasively, both orally and in writing.
- Ability to be accurate and trustworthy and act with integrity, sound judgment, and fairness.
- Ability to take initiative consistent with goals, policies, Board input, and requirements.

**Education or Experience:**

- Bachelor’s degree from an accredited college or university with significant course work in Environmental Studies, Environmental Science, Environmental or Civil Engineering, Solid Waste or Resource Management, Business Management, Public Administration, Planning, or a closely related field is required. A Master’s degree from an accredited college or university in one of these areas is preferred.
- Minimum of eight (8) years of progressively responsible administrative, management or supervisory experience with a public agency is highly preferred.
- Minimum of two (2) years of management or supervisory experience in planning, organizing, developing, and implementing recycling or solid waste management and/or environmental related programs/projects, or an equivalent combination of education, training and experience, is highly preferred.

**Language and Communication Skills:**

- Ability to provide clear and responsive answers to questions.
- Ability to review, analyze, and interpret contracts, grants, RFP documents, scientific and technical journals, financial reports, budget, legal documents, and other documents.
- Ability to consider, analyze effectively, and respond to and resolve complaints, concerns, or inquiries from Board members, constituents, and others.

- Ability to read, understand, communicate, and write documents, including correct English language usage, vocabulary, spelling, grammar, and punctuation.
- Ability to effectively communicate and present information both internally and externally to employees, Member Agencies, Boards of Directors, and others.

**Computer Skills:**

- Must be able to use Microsoft Office, Word, PowerPoint, Excel, e-mail, Internet, calendar software, and other relevant software programs or apps.
- Must be able to use and comply with security protocols for technology systems.
- Must be able to understand technology advancements and to learn and use data information systems, software, and other technologies as required.

**Certificates, Licenses, Registrations:**

Possession and maintenance of a valid California driver’s license and a satisfactory driving record throughout employment, or the ability to travel to various locations in a timely and efficient manner by alternate means and on a regular basis throughout employment.

**Work Environment and Essential Physical Demands:**

The work environment and physical demands described here are representative of those required of an employee to perform essential job duties, with or without reasonable accommodations. Other required abilities are also described under the section titled **Knowledge, Skills, and Abilities:**

- Ability to be effective, professional, concise, collaborative, and calm;
- Ability to maintain alertness to receive, comprehend, assess, and analyze information;
- Ability to innovate and learn new processes;
- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to enable the employee to communicate and explain effectively both within the office and to external organizations and entities;
- Sufficient vision or other powers of observation and abilities, with or without reasonable accommodation, to enable the employee to review efficiently and comprehend materials, to troubleshoot and/or repair equipment, and to travel to sites;
- Occasional exposure to outside weather, dirt, dust, noise, moving mechanical parts or equipment, hazards, and waste materials;
- Sufficient personal mobility, dexterity, and physical reflexes, with or without reasonable accommodation, to enable the employee to:
  - Operate a personal computer, telephone, cell phone, copier, and other equipment;
  - Safely lift, carry, move, or maneuver items weighing up to 25 pounds to a height of up to 4 feet and lift items up to 10 pounds to a height of up to 6 feet;
  - Function in an office, including regular sitting and standing for lengthy time periods of up to 8 hours a day with intermittent occasional walking, standing, and sitting;
  - Walk or otherwise move in a timely and efficient manner around the work site;
  - Drive or otherwise travel in a timely and efficient manner long distances to perform job duties, including to and from a variety of external sites; and
  - Bend, kneel, stoop, crouch, pull, push, twist, reach or access low or high items, or otherwise position your body as necessary to perform duties.





Class Title	Salary Rate	Step A	Step B	Step C	Step D	Step E
<b>Administrative Assistant</b>	Monthly	\$4,671.24	\$5,037.92	\$5,404.60	\$5,800.44	\$6,196.28
	Bi-Weekly	\$2,155.96	\$2,325.19	\$2,494.43	\$2,677.13	\$2,859.82
	Hourly	\$26.95	\$29.06	\$31.18	\$33.46	\$35.75
	Annually	\$56,054.85	\$60,455.01	\$64,855.18	\$69,605.27	\$74,355.37
<b>Executive Assistant / Secretary to the Board</b>	Monthly	\$9,469.18	\$9,658.57	\$9,851.74	\$10,048.77	\$10,195.42
	Bi-Weekly	\$4,370.39	\$4,457.80	\$4,546.96	\$4,637.90	\$4,705.58
	Hourly	\$54.63	\$55.72	\$56.84	\$57.97	\$58.82
	Annually	\$113,630.21	\$115,902.81	\$118,220.87	\$120,585.28	\$122,345.04
<b>Executive Director</b>	Monthly					\$18,333.33
	Bi-Weekly					\$8,461.54
	Hourly					\$105.77
	Annually					\$220,000.00
<b>Finance Manager/Controller</b>	Monthly	\$13,166.92	\$13,693.60	\$14,241.34	\$14,810.99	\$15,335.38
	Bi-Weekly	\$6,077.04	\$6,320.12	\$6,572.93	\$6,835.84	\$7,077.87
	Hourly	\$75.96	\$79.00	\$82.16	\$85.45	\$88.47
	Annually	\$158,003.02	\$164,323.14	\$170,896.07	\$177,731.91	\$184,024.50
<b>Senior Accountant/Treasurer</b>	Monthly	\$9,306.09	\$9,788.34	\$10,288.31	\$10,788.28	\$11,307.40
	Bi-Weekly	\$4,295.12	\$4,526.40	\$4,757.60	\$4,988.80	\$5,218.80
	Hourly	\$53.69	\$56.58	\$59.47	\$62.36	\$65.24
	Annually	\$111,673.12	\$117,686.40	\$123,697.60	\$129,708.80	\$135,688.80
<b>Waste Prevention &amp; Recycling Manager I, Associate</b>	Monthly	\$6,321.30	\$6,712.01	\$7,102.71	\$7,498.06	\$7,893.40
	Bi-Weekly	\$2,917.52	\$3,097.85	\$3,278.18	\$3,460.64	\$3,643.11
	Hourly	\$36.47	\$38.72	\$40.98	\$43.26	\$45.54
	Annually	\$75,855.59	\$80,544.07	\$85,232.56	\$89,976.67	\$94,720.79
<b>Waste Prevention &amp; Recycling Manager II, Journey</b>	Monthly	\$7,398.21	\$8,362.97	\$9,327.72	\$10,437.73	\$11,547.74
	Bi-Weekly	\$3,414.56	\$3,859.83	\$4,305.10	\$4,817.41	\$5,329.73
	Hourly	\$42.68	\$48.25	\$53.81	\$60.22	\$66.62
	Annually	\$88,778.53	\$100,355.58	\$111,932.64	\$125,252.76	\$138,572.89
<b>Waste Prevention &amp; Recycling Manager III, Senior</b>	Monthly	\$9,825.80	\$10,089.44	\$10,353.09	\$11,264.01	\$12,174.93
	Bi-Weekly	\$4,534.98	\$4,656.67	\$4,778.35	\$5,198.77	\$5,619.20
	Hourly	\$56.69	\$58.21	\$59.73	\$64.98	\$70.24
	Annually	\$117,909.59	\$121,073.33	\$124,237.07	\$135,168.09	\$146,099.11
<b>Contract Compliance Specialist</b>	Monthly	\$7,398.21	\$8,362.97	\$9,327.72	\$10,437.73	\$11,547.74
	Bi-Weekly	\$3,414.56	\$3,859.83	\$4,305.10	\$4,817.41	\$5,329.73
	Hourly	\$42.68	\$48.25	\$53.81	\$60.22	\$66.62
	Annually	\$88,778.53	\$100,355.58	\$111,932.64	\$125,252.76	\$138,572.89

**Note:** Schedule includes 3% COLA given for FY 22-23.

Updated 10/20/2022





# 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.

<b>Annual \$</b>	<b>Issue</b>	<b>Description</b>
<b>\$565K</b>	<b>Additional Pool Drivers</b>	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.
<b>\$144K</b>	<b>Route Supervision</b>	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.
<b>\$115K</b>	<b>Additional Operations Manager</b>	An additional dedicated Operations Manager will allow Republic Services to dedicate more management and oversight to all aspects of RecycleSmart's services.
<b>\$89K</b>	<b>Additional Dispatch</b>	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.
<b>\$400K</b>	<b>In-cab Technology</b>	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.
<b>\$269K</b>	<b>Additional Customer Care Manager</b>	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.
<b>\$165K</b>	<b>Funding for Rental Trucks</b>	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.
<b>\$87K</b>	<b>Annual Training Budget for Technicians</b>	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
<b>\$312K</b>	<b>Miscellaneous Services Rates</b>	Republic Services requests that RecycleSmart accept and adopt maximum rates for certain miscellaneous services provided by Republic to customers (Attachment A).
<b>\$138K</b>	<b>Additional Bank Fees on Member Agency Fees</b>	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.

ATTACHMENT

- A. Republic Services Miscellaneous Maximum Rates Report, July 2020





Central Contra Costa Solid Waste Authority

---

# Agenda Report

---

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** KEN ETHERINGTON, EXECUTIVE DIRECTOR  
**DATE:** JULY 23, 2020

**SUBJECT:** REPUBLIC SERVICES MISCELLANEOUS MAXIMUM RATE  
REQUEST

## SUMMARY

On February 5, 2020, Staff received a request from Republic Services (Republic) to establish certain miscellaneous maximum rates for special services the company provides at the request of the customer.

Staff engaged third party, HF&H Consultants, to review and audit the miscellaneous maximum rate request to determine if the proposed rates were reasonable based on the company's costs to provide the special services; HF&H also considered comparability to other Bay Area agencies. RecycleSmart legal staff, Deborah Miller, also reviewed the request for compliance with the Franchise Agreement (Agreement). The review reached the preliminary conclusion that, with a few exceptions discussed below, the proposed maximum rates are appropriate and consistent with the terms of the Franchise Agreement.

## RECOMMENDED ACTION

1. No Board action required. Staff to receive questions from Board.

## DISCUSSION

On February 5, 2020 and in subsequent correspondence, Staff received a request from Republic Services (Republic) to establish certain new miscellaneous maximum rates for special services the company provides at the request of the customer.

“Special Services” are defined in the Franchise Agreement as extra collection services not otherwise offered by Republic at its basic level of service, offered to the subscriber at an additional cost approved by CCCSWA, and may include, but not be limited to, bulky items that require at least two persons to collect, on-property service, or extra collections.

The Agreement allows special services, not part of the basic level of service, to be performed and a rate charged not to exceed the “Maximum Rate.” The “Maximum Rate” are those rates or charges approved from time-to-time by the CCCSWA Board, which set forth the maximum amount that Republic may charge a subscriber for services under the Agreement.

The Agreement states that if any time during the term of the Agreement, Republic determines the need for a Maximum Rate that does not appear on the Maximum Rate schedule approved by the CCCSWA Board, Republic shall notify the CCCSWA Executive Director and request establishment of such Maximum Rate.

**Current Miscellaneous Maximum Rates**

Currently, CCCSWA has miscellaneous maximum rates established for the following special services shown in Table 1.

**Table 1**  
**Current Miscellaneous Maximum Rates – *Single Family Residential***  
**Effective March 1, 2020 (RY6)**

Description	Monthly Max Rate*
Exchange 64-gal Recycling/Green Waste Cart for a 96-gal Recycling/Green Waste Cart **	No charge
Additional 64-gal Green Waste Cart	\$7.24
Additional 96-gal Green Waste Cart	\$10.90
Additional 64-gal Recycling Cart	\$7.24
Additional 96-gal Recycling Cart	\$7.24
On-Property Service	\$11.36
Compost Certification Credit	\$(1.50)

\* Charge is the same for all Member Agencies  
 \*\*One cart size exchange per Rate Year at no charge

**Republic’s Request for Additional Miscellaneous Maximum Rates**

Republic is seeking to establish additional miscellaneous maximum rates for the special services shown in the columns labeled “Republic Proposed Rate/Charge” in Tables 2 and 3 below. These proposed miscellaneous rates, unlike the rates for the base services, are generally the same across all Member Agencies unless noted below.

**Table 2**  
**Proposed Additional Miscellaneous Maximum Rates - Single Family Residential**  
**Effective March 1, 2021**

	<b>Description</b>	<b>Unit</b>	<b>Republic Proposed Rate/Charge Per Unit*</b>	<b>Staff Draft Recommended Rate / Charge Per Unit*</b>
1	Overages – Collection of additional Solid Waste adjacent to the cart on scheduled day	Per Bag (32 gal)	\$15.00	\$15.00
2	On-Call Solid Waste Only Pick-ups (beyond (1) time per year)	Per Bag (32 gal)	\$15.00	\$15.00
3	Contaminated – Admin Fee	Per Occurrence (beyond 1x/year**)	\$20.00	\$0
4	Extra pick-up on non-scheduled day and “go-back” on scheduled day  Example: On regularly scheduled collection, the cart is <ul style="list-style-type: none"> <li>• Blocked / not accessible</li> <li>• Not out for scheduled exchange</li> <li>• Unserviceable due to contamination</li> </ul>	Per Cart	\$40.00	\$40.00
5	Container Exchange	Per Cart (beyond 1x/year ***)	\$50.00	\$50.00
6	On-Call Recyclables or Organics Pick-ups	Per Bag / Bundle (beyond 4x/year ****)	\$15.00	\$15.00
7	On-Call E-Waste Materials Pick-ups *****	Per Pick-Up	\$50.00	\$50.00
8	<ul style="list-style-type: none"> <li>• Account Restart</li> <li>• Re-Drop Fee</li> <li>• Admin Fee</li> </ul>	Per Occurrence: <ul style="list-style-type: none"> <li>• If cart removed and re-delivered</li> <li>• If cart not physically removed from service location.</li> </ul>	\$50.00 \$15.00	\$50.00 \$15.00

- \* Charge is the same for all Member Agencies
- \*\* Courtesy – one time no charge
- \*\*\* One cart size exchange per Rate Year at no charge
- \*\*\*\* Four on call pick-ups per Rate Year at no charge
- \*\*\*\*\* Also available to Multi-Family subscribers

**Table 3**  
**Proposed Additional Miscellaneous Maximum Rates - Commercial & Multi-Family**  
**Effective March 1, 2021**

	<b>Description</b>	<b>Unit</b>	<b>Republic Proposed Rate/Charge Per Unit*</b>	<b>Staff Draft Recommended Rate / Charge Per Unit*</b>
1	Special Event Rates	Per Event (beyond events identified in Exhibit H)	Commercial Rate - Varies by Member Agency ****	Commercial Rate - Varies by Member Agency ****
2	Extra Pick-up (On-Call periodic additional service Solid Waste, Recyclables or Food Waste)	Bin Service Extra Pick-up – Per Yard  Cart Service Extra Pick-up – Per Bag (32 gal)	Commercial or Multi-Family Monthly SW Rate divided by 4.33 ****  \$15.00	Commercial or Multi-Family Monthly SW Rate divided by 4.33 ****  \$15.00
3	Contaminated – Admin Fee	Per Occurrence (beyond 1x/year**)	\$20.00	\$0
4	Additional Container Exchange	Per Cart (beyond 1x/year ***) Per Bin (beyond 1x/year ***)	\$50.00 \$150.00	\$50.00 \$150.00
5	Purchase and Delivery of Replacement Lock	Per Occurrence	\$25.00	\$25.00
6	Dry Run / Check Box (Debris Box)	Per Occurrence	\$180.00	\$174.00
7	Demurrage / Minimum Lift Fee (Debris Box and Compactor)	Per Month	One Haul Rate Charge (Varies by Member Agency)*****	One Haul Rate Charge (Varies by Member Agency) ****
8	Container Replacement (Missing / Stolen/ Destroyed – due to fire)	Per Occurrence (beyond 1x/year**)	Market Rate of Missing Bin/Cart	Market Rate of Missing Bin/Cart

\* Charge is the same for all Member Agencies, except where noted

\*\* Courtesy – one time no charge

\*\*\* One cart size exchange per Rate Year at no charge

\*\*\*\* See Attachment A for applicable RY6 Commercial/Multi-Family rates

**Review of Republic’s Request for Additional Miscellaneous Maximum Rates**

Staff engaged a third-party auditor, HF&H, to review and audit Republic’s miscellaneous maximum rate request. HF&H reviewed the request to ensure that the requested rates for these special services are reasonable based on the company’s costs to provide the special services. Staff and HF&H reviewed the supporting documents and calculations provided by Republic, and discussed rationale with Republic staff.

As an additional measure, HF&H also performed a survey of miscellaneous rates being charged by other Bay Area jurisdictions to determine if the Republic requested maximum rates are comparable. In addition, HF&H had several meetings with Staff and Republic to discuss the review and recommended adjustments.

Staff's draft recommended miscellaneous maximum rates are shown in Tables 2 and 3.

Based on the rate audit, it was preliminarily determined that the miscellaneous maximum rates proposed by Republic are appropriate and consistent with the terms of the Agreement with the following exceptions:

1. **Contamination Admin Fee** (Table 2, line 3 and Table 3, line 3) – While the language in the Agreement describes Republic's responsibility to notify the subscriber of a contaminated container, it does not prescribe application of Maximum Rates for this task. Therefore, Staff preliminarily recommends that no maximum rate be established at this time. After discussions with Staff, Republic agrees with this conclusion as well.
2. **Dry Run/Check Box (Debris Box)** (Table 3, line 6) – A Dry Run/Check Box service occurs when a subscriber has a scheduled service to pick up a roll-off/debris box and upon arrival of the truck and driver either the box is empty, the box is blocked and the driver cannot get to the box, or for any reason once the driver arrives, the customer does not want the box emptied. This charge is to cover the cost of the truck and driver to visit the customer site even though the box was not emptied. Republic proposed a \$180.00 charge per occurrence, based on its calculation using an average cost per route hour and an average of 102 minutes to complete a service (including a dump and return of the box to the site). Staff agreed with the industry practice of charging a "check box" fee when, at the subscriber's request, the debris box is checked by the driver to verify if the box needs to be serviced. If the box is not serviced, then the hauler generally charges a reduced fee for the service. The current approved rate schedule for debris box and compactor rates are per lift rates and a customer is only charged when a box is serviced (a lift occurs). Staff and HF&H recalculated the average cost per hour and found it to be higher than Republic's estimation, but did not concur with using the full number of minutes, as the driver did not perform the dump and return portion of the service. Staff recommends a maximum charge of \$174.00, per occurrence. Republic agrees with this conclusion.

### **Conclusion/Next Steps**

Staff is providing this report as an information item and intends to bring the item back to the Board during the upcoming rate setting starting in September. If approved at the January Board meeting, the miscellaneous maximum rates would be effective March 1, 2021. Because the proposed maximum rates apply to Special Services requested by the customers, Staff will work with Republic on outreach to customers to provide adequate notice of new rates.





---

# Agenda Report

---

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** ROB HILTON, INTERIM EXECUTIVE DIRECTOR  
**DATE:** OCTOBER 27, 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

Key priorities and activities for the Interim Executive Director include:

- **Franchise Extension with Republic Services.** This was presented in detail in Item 5b. Pending direction from the Board, staff intends to return with a contract amendment at the December meeting.
- **Rate Year 9 Rate Application.** This was presented in detail in Item 5b. Staff and consultants have scheduled meetings with the member agencies during October and November and intend to have final rates for Board consideration at the December meeting and ready for final adoption at the January meeting.
- **Senior Accountant Recruitment.** The recruiter has provided several good candidates and the Interim Executive Director has interviewed them. A leading candidate has been identified and has been invited to interview with staff prior to making an offer.

**2021 Disposal and Diversion Update**

Staff is using this Executive Director’s report to convey 2021 disposal and diversion information. Staff will provide a more detailed presentation at a future Board Meeting. Reporting as a Regional Agency, **per capita disposal in 2021 was 3.3 pounds**. This is below the 4.7 pounds per person “disposal target” established for RecycleSmart by the state. RecycleSmart communities continue to exceed the AB 939 50% annual diversion requirement. Using a methodology provided by CalRecycle, staff calculates a **65% diversion equivalent for 2021**; the 2020 diversion equivalent was 63%.

RecycleSmart 2021 disposal and diversion tonnage information is shown in Table 1 below. It is important to note that the AB 939 50% diversion compliance goal is based on disposal only. The disposal tonnage figure comes directly from CalRecycle’s statewide reporting system. The RecycleSmart diversion program information is derived from reports provided to our agency by our service providers. Ultimately, diversion program implementation and utilization will reduce total disposal. The uptick in diversion represents a return toward pre-pandemic tonnage numbers.

**Table 1 - 2021 Disposal and Diversion Tonnage**

<b>Regional Agency Disposal</b>	<b>2020</b>	<b>2021</b>	<b>Percent Change</b>
Total Disposal	111,440	106,596	- 4%
Total Diversion*	135,648	151,898	+ 12%

\*Includes residential, commercial, multi-family, reuse and C&D tonnage.

**Completed and Ongoing Activities in October 2022**

- Staff submitted the Electronic Annual Report (EAR) to CalRecycle on October 3, 2022. Reporting information is now organized by Member Agency, rather than the sum of the Regional Agency, and includes new elements required by SB 1383.
- Monthly Member Agency liaison meeting, October 13. Discussion topics included SB 1383 grant funds transfer, the route review project, enforcement planning, Tier One edible food generator inspections, the EAR filing, service complaints, and scheduling the annual C&D meeting. After each meeting, RecycleSmart provides follow-up notes and requests them to be circulated to appropriate Member Agency staff.
- Monthly meeting with school programs contractor Ruth Abbe & Associates. Discussion topics included finalizing the WasteBusters awards, creating a resource document for award winners with ideas of how to spend award money, discussions with the City of San Ramon on how to include non RecycleSmart SRVUSD schools, and an overview of plans for the internship program.
- 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.



- RecycleSmart is a Sponsor of Walnut Creek Sustainability Week, October 22-28, and will participate at the “Kick-off EcoFest” event on October 22 with a worm composting and organics information booth.
- Staff participated in AB 1234 Ethics Training provided by CSDA.

### **2022 Legislative Activity**

The following summarizes the outcome of the bills RecycleSmart supported or watched this year. The Board will hear a presentation from Californians Against Waste during the Board Meeting.

<b>Bill</b>	<b>Content</b>	<b>Board Position</b>	<b>Status</b>
SB 54	EPR and Recyclability for Packaging, two-year bill	Support	Signed into law
AB 1690	Tobacco products: single-use e-cigarettes	Support	Stalled in committee
AB 1985	Recovered organic waste procurement targets	Support	Signed into law
AB 2440	Extended producer responsibility for batteries	Support	Signed into law
SB 1215	Extended producer responsibility for batteries	Support	Signed into law
AB 2779	CRV for wine and distilled spirit beverage containers	Support	Stalled in committee
AB 2784	Postconsumer material in thermoform plastic	Support	Vetoed by Governor
SB 1255	Dishwasher grant program for waste reduction in K-12 schools	Support	Vetoed by Governor
SB 1046	Ban on Non-Compostable Produce Bags	Watch	Signed into law
SB 1256	Single-Use Propane Canisters	Watch	Vetoed by Governor
AB 2026	Sustainable E-commerce Packaging	Watch	Stalled in committee
AB 1953	Refillable Water Bottle Stations	Watch	Stalled in committee

### **SB 1383 Completed and Ongoing Activities in October 2022**

- Staff executed the SCS Engineers Agreement for Route Review Services and held a project kick-off meeting on October 3. The route reviews will be conducted the week of November 7.
  - RecycleSmart provided information on the upcoming route reviews to the Member Agency’s for inclusion in their various newsletters and community outreach platforms.

### **Staff participated in or attended the following meetings and events in October 2022**

- California Resource Recovery Association (CRRRA) webinar on the Zolly decision, Sept. 27
- Danville Farmer’s Market, October 1
- Contra Costa County Mayor’s Conference, October 6
- Orinda Mayor’s Community Liaison meeting, October 11

- Lafayette Environmental Task Force meeting, October 13
- Countywide AB 939 quarterly meeting, October 18
- Bay Area Food Recovery Network meeting, October 18
- Alameda County Recycling Markets Network, October 20
- Northern California Recycling Association (NCRA) Quarterly Members meeting, October 20
- US Conference of Mayors Municipal Waste Management Association Executive Committee meeting, October 20
- California Organics Recycling Technical Council Executive Team Annual Planning Retreat, October 21
- Walnut Creek Sustainability Week EcoFest, October 22
- US Conference of Mayors Municipal Waste Management Association Fall Summit, October 31 – November 2

### **MDRR Open House**

Mt. Diablo Resource Recovery will be holding a special guided tour of the newly upgraded materials recovery facility on Thursday, December 1<sup>st</sup>, from 11:00am to 1:00pm. All Board Members are welcome to attend. Lunch will be served. MDRR requests an RSVP by November 21<sup>st</sup> to [jessica.edwards@mdrr.com](mailto:jessica.edwards@mdrr.com).

---

**Jeffrey Eyet**

3361A McGraw Lane  
Lafayette, CA 94549  
(415) 254-6386  
eyet.family@gmail.com

September 20, 2022

**The Honorable Mayor Teresa Gerringer**

3675 Mt. Diablo Blvd., Suite 210  
Lafayette, CA 94549

Dear Mayor Gerringer:

We are contacting you as our mayor and representative on the Central Contra Costa Solid Waste Authority (RecycleSmart) Board of Directors.

Our neighborhood of almost thirty families is greatly disappointed in the lack of service provided by Republic Services. This summer, pick-ups were missed:

- June 10, 17, and 24, 2022
- July 7 and 29, 2022
- August 12 and 19, 2022
- September 2, 9, and 16, 2022

On August 12th, I called Republic to voice my concerns but was not offered a credit for the missed pick-ups by either the agent or Kimberly Lam.

The following week, I spoke with Ashley Louisiana at RecycleSmart and learned that Republic is obligated to pay liquidated damages for these lapses in service. Ashley did excellent work taking our concerns to Republic and securing credits on our bills. We're very grateful for her efforts.

In September, Republic Services only made one of nine possible pick-ups on time. We urge the City of Lafayette to investigate Republic Services' inability to meet its contractual obligations to the residents of Lafayette. This company reported second-quarter 2022 earnings of \$371.9 million which it appears to achieve through ever-increasing fees, not servicing its customers on time, and failing to issue bill credits without pressure from RecycleSmart.

At this point, we feel powerless as Republic Services does not respect its commitment to the City of Lafayette and its residential and commercial customers. Therefore, we urge the City Council and RecycleSmart to ask, "is Republic Services the best company for Lafayette?"

Sincerely,



Jeff and Janelle Eyt  
3361A McGraw Ln., Lafayette

Beers  
1421 Tichenor Ct., Lafayette

Brian Napper  
1422 Tichenor Ct., Lafayette

Robert Nevins  
3355 McGraw Ln., Lafayette

Bob and Maureen Miller  
3359 McGraw Ln., Lafayette

Tim Caldwell and Dave Slattengren  
3360 McGraw Ln., Lafayette

Craig and Meagan Hagglund  
3361 McGraw Ln., Lafayette

Carol Murota  
3365 McGraw Ln., Lafayette

Jon Bone  
3370 McGraw Ln., Lafayette

cc: Councilmember Gina Dawson, Lafayette City Council and RecycleSmart  
Board Member  
Mayor Renata Sos, Chairperson, RecycleSmart  
Rob Hilton, Interim Executive Director, RecycleSmart  
Ashley Louisiana, Program Manager II, Recycle Smart  
Kimberly Lam, Municipal Manager, Republic Services

## Future Agenda Items

<b>TYPE</b>	<b>BOARD MEETING: NOVEMBER TBA</b>
C	Approve 10/27/2022 Minutes
C	Adopt Resolution 2022-14, Continued use of Teleconferencing for all CCCSWA meetings under AB 361

<b>TYPE</b>	<b>BOARD MEETING: 12/08/2022</b>
C	Approve 11/2022 Minutes
C	Adopt Resolution 2022-15, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Amendment to Administrative Citation Ordinance No. 16-1 – First Reading
A	Approve Memo of Understanding with Contra Costa County regarding SB 1383 Implementation
I	Executive Director’s Monthly Report
P	Solid Waste Collection Rates for Rate Year 9

<b>TYPE</b>	<b>BOARD MEETING: 01/26/2023</b>
C	Approve 12/8/2022 Minutes
C	Adopt Resolution 2022-16, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Adoption of Solid Waste Collection Rates for Rate Year 9
I	Executive Director’s Monthly Report

<b>TYPE</b>	<b>BOARD MEETING: 02/23/2023</b>
C	Approve 01/26/2023 Minutes
C	Adopt Resolution 2022-17, 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

**TYPE**

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