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BOARD OF DIRECTORS MEETING

AGENDA

SEPTEMBER 22, 2022 – 3:00 P.M.

Teleconference/Public Participation Information

This meeting will be held *exclusively* via teleconference participation of a quorum of Board members in locations not open to the public in compliance with the Governor's Executive Order N-08-21 (June 11, 2021), allowing for deviation of teleconference and physical location meeting rules otherwise required by the Ralph M. Brown Act. The purpose of the orders is to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, while allowing the public to observe and address the Board.

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

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

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

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

Webinar ID: 853 3258 9396

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

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

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

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

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

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

3. CONSENT ITEMS

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

- a. Approve Minutes of the Regular Board Meeting on August 25, 2022*
- b. Adopt Resolution 2022-11, Continued use of Teleconferencing for all CCCSWA meetings under AB 361*

4. ACTION ITEMS

- a. Provider Services Agreement with SCS Engineers for SB 1383 Route Contamination Review Services*
Approve proposed Provided 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.

5. PRESENTATIONS

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

6. INFORMATION ITEMS

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

- a. Executive Director's Monthly Report*
- b. Future Agenda Items*
- c. News Articles of Interest to the Board*

7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

8. ADJOURNMENT

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

ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA

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.

ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA

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 the Secretary to the Authority 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.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans With Disabilities Act and California Law, 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. If you are disabled and require special accommodations to participate, please contact the Board Secretary of the Authority at least 48 hours in advance of the meeting at (925) 906-1801.

**REVISED: DRAFT REGULAR BOARD MEETING OF
THE CENTRAL CONTRA COSTA SOLID WASTE
AUTHORITY HELD ON AUGUST 25, 2022**

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

Chair Renata Sos called the meeting to order at 3:00 P.M. on August 25, 2022.

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

*Arrived after Roll Call

ABSENT: Teresa Gerringer

Staff members present via teleconference: Rob Hilton, Interim Executive Director; Janna McKay, Executive Assistant/Secretary to the Board; 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 Arnerich led the Pledge of Allegiance.

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

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

3. CONSENT ITEMS

- a. Approve Minutes of the Board Meeting on July 28, 2022.
- b. Adopt Resolution 2022-10, Approving continued use of teleconferencing for the meetings of all CCCSWA legislative bodies under Assembly Bill 361

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

MOTION by Board Member Morgan to approve Consent Items a. and b., as submitted. SECOND by Board Member Francois.

MOTION PASSED unanimously by a Roll Call vote.

4. PRESENTATION

- a. Overview of the Rate Setting Process
Rob Hilton, Interim Executive Director, RecycleSmart

Chair Sos advised that it had been deemed to be important to provide an overview of the rate setting process for the benefit of the Board and the public, to include the timeline, the components, the factors, and how it all worked.

Interim Executive Director Rob Hilton provided an overview of the mechanics of the rate setting process. With respect to schedule, he explained that if there was a special rate application, as had been submitted this year that application would be due on July 1, nine months before rates were to go into effect. If there was no special rate application, the standard rate application would be due in August, and in September every year, the Board of Directors received a presentation of the initial rate application. In October, the rate consultant and RecycleSmart staff would meet with each member agency to present the rate picture and the factors affecting each agency. In December, there would be preliminary approval of the maximum rates, in January there would be the final approval of maximum rates, and the rates would go into effect on March 1 of each year.

Mr. Hilton identified the calculation of the rate adjustment where Republic Services' compensation made up of its operating cost, profit and pass-through costs, would be allocated to the member agencies. The cost of collection services would be the cost of processing at Mt. Diablo Recycling (MDR), the cost of the Reuse Program from MDR, any local fees, and any fees retained by RecycleSmart less any reserves applied to offset a rate increase, which would determine the current year revenue requirement for each of the member agencies, with a percentage change calculated to the prior year's revenue requirement. That percentage change would become the rate of adjustment effective to each customer. He offered examples to show the magnitude of the various components.

Mr. Hilton detailed the specific elements of Republic's compensation, described the cost categories such as labor, vehicles and fuel, and explained how Republic's profit was calculated, along with the pass-through costs involved which included transfer, transportation, anaerobic digestion and interest expenses. Those costs would be allocated to the member agencies.

He identified the cost components involved and explained that discretion would be given to apply any reserves as a negative value to offset any increase.

Mr. Hilton explained after that the total revenue requirement would be identified less the prior year revenue requirement to determine the percent change in rate adjustment factor that would be passed through to the ratepayers as the allowed maximum rate. He described the key drivers of rate impacts as labor costs, changes in material handling costs and changes in tonnages.

With respect to other compensation mechanisms in the agreement, Mr. Hilton noted that cost-based rate adjustments were performed every three years under the agreement for Rate Years 3, 6 and 9 through a cost-based review intended to allow ratepayers to benefit from any operational savings Republic may have achieved during their operations along with established guardrails to prevent Republic from incurring costs in excess of what it had proposed, to then be passed on to ratepayers. He noted that cost-based rate adjustments historically under the agreement had not resulted in savings to ratepayers because Republic usually exceeded the cost it thought it would take to provide the service consistently through the term of the agreement.

Mr. Hilton referred to special rate requests which were available every rate year in the event of catastrophic events, local situations that changed the way service was provided, changes in law, and any CCCSWA-directed changes in scope.

Board Members clarified the available option of using reserves as rate smoothing and Mr. Hilton explained in the discussion that followed that applying the rate reserve in one year that was not applied in the next year could be made up but could also be timed so that the reserves might not be used in a year when there was a lower natural adjustment to smooth things over time. It was pointed out that option would routinely be discussed with each member agency.

In response to a question with respect to labor and compensation and the understanding that Republic had instituted a recent aggressive campaign to get new people on board with a new employee sign-on and a beefy hourly rate intended to fill the void of drivers not coming to work, Mr. Hilton stated the entire industry had been struggling until the last few months to get labor to show up to work and to have enough labor to cover for those who did not show up, a subject that had been discussed with Republic during the monthly meetings with RecycleSmart. He noted the situation remained affected by the leave granted by the State of California and those continuing to get sick with COVID.

TIM ARGENTI, Republic Services, explained that sign-up bonuses had been allowed for certain positions that were difficult to fill, such as mechanics. With respect to the regular drivers, he stated the green light had always been open for hiring purposes and this year alone 50 new drivers had been hired. He briefly described the process of hiring, and explained that backgrounds and Department of Motor Vehicle (DMV) reports were scrutinized to make sure the safest and most reliable people were being hired. He added that it would take six weeks before a new hire could take over. Everyone was facing the same challenge and Republic kept RecycleSmart up to date and did everything possible to minimize complaints.

Mr. Hilton responded to a question related to allocated overhead and stated that the 87 percent operating ratio shown in his report was pretty aggressive in the industry in that under the old contract there was an 89 or 90 percent operating ratio. He added that in recent years that number had moved.

The 87 percent had been typical in the early 2010s and the number was now climbing in competitive bidding processes where the companies were pursuing greater levels of profitability given that they were taking on more risks in the contracts and the contracts were more complicated.

In response to comments, Mr. Hilton clarified the reference to “Authority-directed change in scope” and offered examples where RecycleSmart might ask for something that had not been contemplated in the existing requirements of the agreement. He confirmed with respect to “operational ratio” that it had been built into the contract based on Republic’s initial proposal in 2013/2014 during negotiations and the formula and ratio remained static through the entire term of the contract. In terms of the percent allocation to each member agency, there were a number of different factors involved such as route hours, tonnage of each type from each jurisdiction and the number of accounts. Different factors could be adjusted by different things and he offered examples of what that could be.

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

The Board thanked Mr. Hilton for the clear and cogent presentation of the rate setting process, and Board Member Arnerich suggested it be memorialized and shown to each member of the Board, particularly to new members, to offer clarity.

5. INFORMATION ITEMS

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

a. Executive Director’s Monthly Report

Mr. Hilton stated as reported at the last meeting, the high school students in Lamorinda who had been working with businesses to roll out the requirements of AB 1276, accessory plastics on request bill, had visited every affected business in the Lamorinda area and resources and information had been provided to the kids to help fulfill that effort. He also reported that RecycleSmart had achieved 69 percent of its annual goal for the procurement of recovered organic waste products through an arrangement with Republic, with no concern anticipating fully reaching the obligation before the end of the year.

Mr. Hilton referred to a subsection on some service-related issues and noted the level of service issues, missed routes and things like that had been increasing. There was some seasonality to the service issues even pre-COVID due to vacations and the industry was working to address those issues. He advised that Republic had been attempting to proactively notify folks of situations and when RecycleSmart became involved Republic had been good about giving credits to customers for missed service. Staff would continue to monitor the situation and try to work collaboratively with Republic to be able to solve the problems and hold Republic to account on service standards.

Mr. Hilton added that RecycleSmart had been working with member agency staff on SB 1383 implementation which included the requirement for a number of reports, the first of which would be required in October 2022, and while RecycleSmart was in good shape he recognized that the multiplication of the reporting requirements was a significant lift to staff.

Board Member Silva asked Mr. Hilton how many of the 482 cities and 58 counties in the state were involved in some kind of joint venture or JPA environment and also struggling with reporting rules. She asked if it was worth an attempt to get a legislative fix to augment and amend SB 1383.

Mr. Hilton understood there were 18 regional agencies statewide covering 140 jurisdictions at this time. He agreed it would be popular to pursue such a lobbying effort.

Board Member Andersen suggested it would be helpful to know the specifics that could be added to the legislative platform to be able to work on that situation in a concerted effort, and Board Member Silva suggested this would be an opportunity to jointly bring forward the implementation challenge and find someone to carry the legislation that could be advocated from the various respective and independent platforms.

b. Future Agenda Items

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

Chair Sos reported that the Ad Hoc Committee on Franchise Agreement Extensions had met with Mr. Hilton and had provided direction to staff with respect to the ongoing and continuing discussions with Republic about the Franchise Agreement Extension. The Ad-Hoc Committee on the Search for an Executive Director had reported that the application period had closed on August 21, 2022 and there had been an enthusiastic response to the posting. That Committee and Gary Phillips of Bob Murray & Associates were working in collaboration to vet candidates, conduct interviews, and bring three finalists to the Board. They were on schedule, on budget and would keep the Board updated.

Board Member Arnerich highlighted a recent tour of MDR by high school students from an environmental recycling class. He reported that the students had found the tour to be enlightening with respect to recyclables and the waste involved and suggested similar high school tours could change the thinking about recycling.

7. ADJOURNMENT

The Board adjourned at 3:50 P.M. to the meeting scheduled for September 22, 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: SEPTEMBER 22, 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 2022-11, 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 and again on August 9, 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.

<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 August 25, 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 2022-11, Continued Use of Teleconference for the Meetings of all CCCSWA Legislative Bodies under AB 361

RESOLUTION NO. 2022-11

**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 and again on August 9, 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



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: JUDITH SILVER, SENIOR PROGRAM MANAGER
DATE: SEPTEMBER 22, 2022
SUBJECT: PROVIDER SERVICES AGREEMENT WITH SCS ENGINEERS FOR SB 1383 ROUTE CONTAMINATION REVIEW SERVICES

SUMMARY

SB 1383 regulations require that an adequate number of accounts on every collection route¹ in the RecycleSmart service area be reviewed annually. CalRecycle has stated that jurisdictions may determine what is an adequate number. SB 1383 regulations define a route review as a visual inspection of trash, recycling and organics containers (carts and/or bins) along a hauler route to assess container contamination; prohibited container contaminants are specifically defined in the regulations. Certain findings shall be included in the Electronic Annual Report to CalRecycle.

RECOMMENDED ACTION

1. Approve proposed Provided 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 (Attachment A).

DISCUSSION

To be compliant with the route contamination review requirement in SB 1383, RecycleSmart engaged a contractor (SCS Engineers) to develop and test a protocol in the field, during early 2022. The protocol set out an approach to visually inspect organics, recycling, and landfill containers and provide contamination feedback to generators. The development of the protocol, which was reviewed by CalRecycle, and the field testing of ten routes, was completed in March 2022. During the pilot, 425 residential, 160 multifamily and 193 commercial containers were observed. A total of 116 tags were left. See Table One for the number of carts observed by member agency.

Table 1
Pilot Reviews by Member Agency

Member Agency	Number of Containers Reviewed
Contra Costa County	75
Danville	118
Lafayette	145
Moraga	69
Orinda	105
Walnut Creek	266

This proposed Agreement will use the protocol developed during the pilot and complete the remaining routes in the service area by the end of 2022.

RecycleSmart issued an RFP for these services on July 15, 2022 and staff contacted six potential service providers who are known to provide services similar to this. One proposal from SCS Engineers (SCS) was received in partnership with another firm who received the RFP, Envrolutions. Staff contacted other companies to determine why they chose not to propose and received responses including the amount budgeted was insufficient and another firm stated they could not perform the duties within the limited timeframe. The SCS proposal was found to be responsive to the RFP and a reasonable value for the services provided compared to other communities who have issued RFPs for similar services (e.g. City of Dublin and South Bayside Waste Management Authority).

SCS has a successful track record of working with RecycleSmart on technical assistance projects, including the development of the route contamination protocol and field testing. Selecting SCS brings many benefits to the scaling of the route monitoring program: SCS is proposing to partner with the same subcontractor from the Pilot; the team is familiar with the Recyclist mobile application used to input and track data; SCS has a working relationship with Republic Services and has signed the Non-Disclosure Agreement that Republic Services requires to access account information, and SCS understands the field work, data analysis and reporting requirements of SB 1383.

Staff did consider using Republic Services to undertake this program however, staff believes that using a third-party vendor will yield more objective findings. Further, a program of this nature is not within the scope of the franchise and, additional work could potentially further disrupt Republic Service's core collection responsibilities.

Route and Account Selection for the Proposed Scope

SB 1383 requires that an adequate number of accounts on every route in a jurisdiction be reviewed annually. During the Pilot, RecycleSmart considered a variety of approaches to selecting the number of accounts per route and determined that 25 accounts per route was adequate to meet the intention of the law while limiting costs. Table Two below reflects the number of routes and carts that would be observed under the proposed Agreement. When combined with routes observed during the pilot, RecycleSmart will meet its 2022 obligation.

¹ There are 68 routes in the RecycleSmart service area; 49 are residential and 19 are commercial.

Table 2
Proposed Route Contamination Reviews

Sector	Number of Routes	Number of Accounts (25 Accounts Per Route)	Number of Container Reviews Per Day (All 3 Commodities: Landfill, Recycling & Organics)	Number of Days For Container Contamination Reviews
Residential	44	1,100	4 Routes Per Day (100 Accounts) 3 Commodities (300 Lid Flips)	3.5
Commercial	14	350	4 Routes Per Day (100 Accounts) 3 Commodities (300 Lid Flips)	1.5
TOTAL	58	1,450		5

Communication to Generators

The intent of the route review program is to provide guidance to generators and improve sorting practices in order to reduce contamination such as food scraps in the landfill cart. SB 1383 does not require a Notice of Violation or a fine to ever be issued² from findings observed during this required monitoring activity. However, upon finding prohibited container contaminants, RecycleSmart must notify the generator of the issue.

Prior to going into the field, appropriate police departments and member agency liaisons will be notified. Field staff will carry a letter developed by RecycleSmart explaining the purpose and legal requirement of the monitoring program. The recently updated Residential Service Guide and the RecycleSmart SB 1383 web page convey that field staff working on behalf of the agency will be checking carts /bins from time to time. Further, based on Board Member concerns about privacy, field staff will not take photos of cart contents, and also will simply skip monitoring at a residential or business account if resistance is encountered.

Feedback from contamination monitoring will be provided in two ways:

- For residents, “Oops” tags and “Great Job” tags will be attached to observed carts. See Attachment B for cart tags used during the Pilot. (The ‘Oops’ tag will be modified slightly based on field staff feedback during the Pilot). The SB 1383 regulations do not require a positive feedback tag; however, staff wants to acknowledge the good performers in our service area.
- For businesses and multifamily complexes, follow up communication in the form of emails and phone calls will be conducted after the monitoring activity. This is a lesson learned from the pilot; cart tags are challenging to attach onto a commercial bin. In addition, communicating with a decision maker rather than the person handling the cart or bin will have a greater likelihood of yielding the desired behavior change.

² Republic Services operates its own contamination monitoring program that can result in “go back” fees being charged to customers.

Data Analysis

Information will be tracked using the Recyclist mobile software application. Information put into the mobile application will be uploaded and stored to assist Republic Services with technical assistance, and reports will be provided to RecycleSmart for annual reporting to CalRecycle. During the Pilot, SCS was able to provide “user experience” feedback to Recyclist’s software engineers that yielded improvements to the mobile application’s functionality in the field.

The project will provide valuable information about which accounts and routes have higher incidents of contamination. Staff can use this to develop targeted outreach. Certain information is required to be reported to CalRecycle on an annual basis, including the number of reviewed containers and the number of notices, or targeted education materials issued to generators.

Agreement Budget

RecycleSmart has a Fiscal Year (FY) 2022-23 Board-approved SB 1383 budget of **\$134,000** (using CalRecycle SB 1383 grant funds) that includes Route Contamination Review Services. A third-party contract for route contamination monitoring services was anticipated in the SB 1383 budget. The not-to-exceed amount in the proposed agreement is **\$50,000**. The remaining SB 1383 22-23 FY budget will be used for required commercial edible food generator inspections, enforcement planning and outreach.

Table 3
Proposed Agreement Budget

Task	Budget
Kick off Meeting	\$1,560
Field Work Preparation	\$4,575
Field Study	\$23,150
Follow up outreach to accounts	\$15,095
Data Analysis	\$1,560
Draft and Final Report	\$4,060
Maximum	\$50,000

CONCLUSION

If approved, the Agreement with SCS will begin September 23, 2022. The Agreement requires that all the field work be completed by the end of the calendar year in order to meet SB 1383 requirements. Having developed a CalRecycle reviewed protocol that was piloted in the field, RecycleSmart is poised to scale the SB 1383 required annual route review to the entire service area. The review process will provide useful feedback to our generators and satisfy a key component of our SB 1383 compliance requirements.

ATTACHMENTS

- A. Provider Services Agreement with SCS Engineers for Route Contamination Review Services
- B. Cart Tags

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
SCS ENGINEERS FOR ROUTE CONTAMINATION REVIEWS**

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and SCS Engineers (“Provider”), **effective September 23, 2022.**

RECITALS

- A. WHEREAS, the CCCSWA desires to contract for professional services related to route contamination monitoring and reporting to facilitate its member agencies’ compliance with SB 1383 regulatory requirements; and
- B. WHEREAS, Provider desires to perform such professional services for the CCCSWA;

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

AGREEMENTS

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on September 23, 2022 and conclude on March 31, 2023.

2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A (“Services”).

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider a fee not to exceed \$50,000. Provider shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed in accordance with Attachment B. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.

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

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

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

7. Independent Contractor. Both parties understand that Provider, its agents, employees and subcontractors are and shall at all times remain as to CCCSWA wholly independent contractors. Neither the CCCSWA, nor any of its Board, each Member Agency and its City or Town Council or its Board and each of their officers, employees and agents shall have any control over the manner by which Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or subcontractors are agents or employees of the CCCSWA. Should a relevant taxing authority determine that Provider is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Provider which can be applied against this liability). Agency shall then forward those amounts to the relevant taxing authority. Except as the CCCSWA may specify in writing, Provider shall have no authority, express or implied, to act on behalf of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever. Should any court, arbitrator, or administrative authority determine that Provider is an employee for any other purpose, Provider agrees to a reduction in CCCSWA's financial liability under this Agreement so that CCCSWA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Provider was not an employee.

8. Termination.

- a. The CCCSWA may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The CCCSWA may terminate this Agreement at any time without prior notice in the event that Provider defaults and fails to cure under this Agreement. This Agreement shall terminate, without penalty, liability, or expense of any kind to the CCCSWA, at the end of any fiscal year if no funds or insufficient funds are appropriated and budgeted for the next succeeding fiscal year. The CCCSWA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or program costs. The CCCSWA's budget decisions are subject to the discretion of the CCCSWA Board of Directors. Provider's assumption of risk of possible discretionary termination and/or non-appropriation is part of the consideration for this Agreement.
- b. Upon non-appropriation or receipt of notice of discretionary termination or termination for default, and if requested to do so by the CCCSWA, Provider shall stop work at the stage directed by the CCCSWA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice. Upon non-appropriation or

discretionary termination, neither party shall have any further obligation to the other party, except that the provisions of this Agreement concerning payment, independent contractor, insurance, indemnification, confidential information, records, and governing law shall survive termination.

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

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

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

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.

2) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Provider has no owned autos, Code 8 (hired) and Code 9 (non-owned).

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

1) General Liability: \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

f. Verification of Coverage.

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

g. Subcontractors.

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

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

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

12. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this Article requires Provider to be responsible for safety of the CCCSWA property or the CCCSWA personnel or the property or personnel of any third parties over which Provider has no authority or control.

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

14. Authority and Notice. The CCCSWA Executive Director (or his designee) will have complete authority to transmit instructions, receive information, and interpret and define the CCCSWA policies and decisions pertinent to the work. In the event the CCCSWA wishes to make a change in the agency representation, the CCCSWA will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address (as may be updated by written notice of a party):

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

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

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

PROVIDER:

Joe Miller, Vice President
SCS Engineers
7041 Koll Center Parkway, Suite 135
Pleasanton, CA 94566

Telephone: 925-424-0080
Email: jmiller@scsengineers.com

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

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

16. Qualifications. Provider represents that it and its employees and subcontractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the CCCSWA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

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

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

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

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

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

21. Default; Remedies. The following shall constitute an event of default hereunder: Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days after receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure. Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages excepting incidental, consequential and/or special damages to the full extent allowed by law. In the event that either the CCCSWA or Provider brings an action or proceedings for damages for an alleged breach of any provision of this Agreement, the prevailing party will be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Arbitration shall be attempted if both parties mutually agree before, during, or after litigation has begun.

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

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

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

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

///SIGNATURES ON FOLLOWING PAGE///

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

BY: _____

TITLE: _____

DATE: _____

Approved as to Form:

Deborah Miller, General Counsel

DATE: _____

SCS ENGINEERS

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT A

SCOPE OF SERVICES

TASK 1: KICK-OFF MEETING

SCS will meet with RecycleSmart staff to discuss the project details, preferred communication protocols, timeline, and expectations. The parties will discuss the goals for the project and the implementation strategy, review the recommended scope of work and data management options to make any necessary enhancements. Additionally, the parties will discuss who is responsible for what actions, and how quickly route lists and team members can be assembled to complete the route reviews.

Deliverables

- Meeting Agenda and Notes

TASK 2: FIELD WORK PREPARATION

The fieldwork preparation will include selection of the routes, preparation of all tools needed in the field, and establishing timelines and staffing for field work communication methods with all stakeholders (e.g., Republic, RecycleSmart, Recyclist) throughout the process.

Selection of Routes

SCS will follow the methodology provided by RecycleSmart to prepare for the route reviews. SCS will base the selection of accounts on the landfill routes and include inspection of the recycling and organics containers at the same time for all accounts, even though for the commercial routes, the recycling and organics service days may be different. A list of residential and commercial landfill accounts will be obtained from Republic Services. The list of accounts will be divided among the SCS staff for each day that they will be in the field.

Accounts will be selected randomly by choosing different portions of the trash route on different days for both sectors. The selected residential accounts will be selected and a request to upload the data to the selected database will be made. The selected residential accounts, along with the selected commercial accounts, will be marked and dated in the Recyclist or other database Mobile App for use by field staff (unless RecycleSmart decides on using a different database). SCS will work closely with Republic Services to review the route information (e.g., contact information, service level data) associated with the randomly selected accounts on each route.

Field staff will be trained and prepared to use the Recyclist App (or other database) to input all information necessary for the annual report.

Number of Lid Flips

Every route needs to be sampled every year. CalRecycle has not prescribed how the sampling should occur, nor the number of containers that need to be assessed. The following table highlights the estimated number of accounts and container contamination assessments that will be performed.

Number of Routes per Sector and Route Review

Location	Number of Routes	Number of Accounts Audited for Each Sector (25 Accounts Per Route)	Number of Container Contamination Assessments Per Day (All 3 Commodities – Landfill, Recycling & Organics)	Total Number of Days for container contamination assessments
Residential	44	1,100	4 Routes per day (100 accounts), 3 Commodities (300 total lid flips)	3.5
Commercial	14	350	4 Routes per day (100 accounts), 3 Commodities (300 total lid flips)	1.5
TOTAL	58	1,450		5

TASK 3: FIELD STUDY (ORGANICS/RECYCLING/GARBAGE)

SCS will conduct lid flip assessments to identify contamination in organics and recycling streams as well as organics and recycling material in the garbage stream. Field staff will perform a hybrid approach for contamination observation looking at all containers to see if there is incompatible material, but also identifying specific items that RecycleSmart and Republic Services may be concerned about, such as hazardous materials (batteries, diapers, etc.).

The commercial assessments will be performed on the day before the container is serviced. Due to the early start of the truck, we prefer to review the night before to make sure the containers are not empty. For the residential sector, we will view all containers early in the morning. Our team will have the appropriate Personal Protection Equipment (PPE), flashlights, clipboards and other

appropriate field supplies. We will also provide and use electronic devices to capture all information necessary for a successful completion of the data gathering.

SB 1383 requires documentation of lid flips and outreach provided in response to observed contamination. Outreach efforts will include providing appropriate feedback on what actions customers can take to correctly dispose of each waste type. SCS will also document contamination issues if noticed. All of the inspections will be captured in the Recyclist database (or other selected database) for ease of program review and for the final report.

Prior to the field work, RecycleSmart will notify the Republic Services customer service team, the relevant police departments, and any others who may receive an inquiry regarding the field work. Similarly, field staff will carry the letter developed from RecycleSmart explaining the project and including RecycleSmart contact information. Additionally, the field staff lead will contact Republic Services directly when the lid flip assessments begin and end each day so drivers and Republic staff are aware. SCS will contact RecycleSmart staff to report on how the day went, and make staff aware of any special circumstances.

Deliverables

- Spreadsheet that contains all route review data
- List of lessons learned

TASK 4: FOLLOW UP COMMUNICATION

The RecycleSmart “oops tags” and “good job” tags will be used primarily for the residential sector. The commercial and multi-family dwelling accounts will be educated on any incompatible materials by follow up phone calls or emails by SCS staff. After the field visits have been performed, SCS will print a report from Recyclist (or whatever database is used), and contact those accounts that were left “oops tags.” SCS will send emails and/or make a phone call to make sure customers understand what they need to change when utilizing their containers. RecycleSmart or SCS may create a standard script and email, along with what attachments would be recommended to use. SCS shall make two attempts to conduct follow up outreach via email (ideally) or phone contact. SCS will execute these attempts as close to the time of the observed contamination as is feasible. All contacts will be documented in the selected database.

Deliverables

- Spreadsheet with details on when customers were contacted, and any responses received

TASK 5: DATA ANALYSIS

SCS will download route review data from Recyclist, and provide numbers required for the CalRecycle Electronic Annual Report. This information will be reviewed to provide information on specific statistics such as container set out, percentage of contaminated containers in the service area, information that highlights if certain cities or areas require more outreach, etc. A

conveyance of field work findings will be submitted for inclusion into the Central Contra Costa Solid Waste Authority Implementation Record.

Deliverables

- Spreadsheet with details that will be used in the final report, and any additional information for the Implementation Record

TASK 6: FINAL REPORT & RECOMMENDATIONS

SCS will prepare a concise, written final report detailing the Container Contamination Monitoring process and summarizing the results of the study. The report will include recommended program elements (e.g., communications, protocols and tracking tools), best practices and lessons learned. The report may also include challenges experienced, recommended adjustments to the protocol, and suggestions for improvements. The final report will also include a summary table of the number of oops tags left onsite or emails / phone calls made explaining reasons for the educational feedback provided during site visits.

Deliverables

- Draft and final report

ATTACHMENT B

COST & FEE SCHEDULE

Work described in Attachment A, Scope of Services, will be performed for a total not-to-exceed amount of \$50,000. The estimated budget per task and Provider's hourly billing rates by position and name are as indicated in Table 1. These rates are fully loaded and inclusive of any costs and expenses incurred in provision of the Services, except mileage, which will be billed at the 2022 IRS rate of 62.5 cents per mile.

Table 1. Budget

(see following page)

DESCRIPTION	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Project Total
	Kick-off Meeting	Field Work Prep	Field Study	Follow-up Communication	Data Analysis	Draft & Final Report	
<u>Role</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
<u>Rate</u>							<u>Cost</u>
<u>Name</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Cost</u>
SCS							
Project Director	2	1	2	1	0	2	8
Project Manager	3	10	30	6	12	20	81
Field Staff	1	8	0	54	0	7	70
Field Staff	1	4	0	54	0	0	59
Nothing Wasted	1	4	50	0	0	0	55
Nothing Wasted	1	4	50	0	0	0	55
Nothing Wasted	1	4	50	0	0	0	55
Envirotutions	1	4	50	0	0	0	55
Envirotutions	1	4	50	0	0	0	55
Total Labor	11	39	232	115	12	29	438
<u>Cost</u>							<u>Cost</u>
Other Direct Costs (ODCs)	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>
SCS							
Auto Mileage	0	0	1,120	0	0	0	1,120
Total ODCs		\$0	\$700	\$0	\$0	\$0	--
Budget by Task	\$1,560	\$4,575	\$23,150	\$45,095	\$1,560	\$4,060	50,000
TOTAL BUDGET							\$50,000

HELP YOUR COMMUNITY BY SORTING PROPERLY

California state law SB 1383 requires local jurisdictions to monitor contamination and proper sorting by performing annual audits. Visit RecycleSmart.org/1383.

ORGANICS



RECYCLING



LANDFILL



CONTAMINATION CIRCLED BELOW



Dirty Containers



Polystyrene Foam



Black Bags



Biodegradable Plastics



Plastic Bags



Textiles



Diapers



Food Scraps



Pet Waste



Large Pieces of Metal



To Go Cups/ Coated Paper



Hazardous Materials

OTHER : _____



PROPER SORTING

ORGANICS



RECYCLING



LANDFILL



SPECIAL HANDLING

Household Hazardous Waste: It is illegal to place HHW in your curbside carts. Paint, cleaners, fluorescent tubes and other hazardous materials should be taken to the HHW Facility in Martinez. For information visit centralsan.org.

Batteries: *Single family residents:* place small household batteries in a clear, sealed bag **on top of blue recycling cart lid** on normal collection day.
Apartments & Businesses: drop off at a retail location listed at recyclesmart.org/HHW.

Textiles: Please reuse or donate textiles. Place in the black landfill cart if textiles are not reusable.

California state law SB 1383 requires local jurisdictions to monitor contamination and proper sorting by performing annual audits. Visit RecycleSmart.org/1383.

A decorative graphic of a sunburst or flower made of leaves in various shades of green and yellow, positioned to the left of the text.

GREAT JOB!

Thank you
for sorting smart!



Like RecycleSmart on Facebook and post your cart tag for a reusable gift.

PROPER SORTING

ORGANICS



RECYCLING



LANDFILL



SPECIAL HANDLING

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Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: ROB HILTON, INTERIM EXECUTIVE DIRECTOR
DATE: SEPTEMBER 22, 2022
SUBJECT: BASE RATE APPLICATION FOR RATE YEAR 9

SUMMARY

On June 30, 2022, Republic Services submitted its base rate application for Rate Year 9 (RY9) to CCCSWA along with multiple special rate review requests. Staff and the contract rate consultant, Crowe LLP, have begun the review of these rate applications but due to the complexity of this year's rate application, the adjustments to the rate application have not been finalized. Staff and consultants will begin meeting with the individual member agencies in late October to develop their rate adjustment strategies. Member agencies will have the opportunity to revise their rate strategies before the rates are adopted in January 2023.

RECOMMENDED ACTION

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

DISCUSSION

On June 30, 2022, Republic Services (Republic) submitted its RY9 base rate application to CCCSWA along with several special rate review requests. Staff and consultants have begun review of the rate application intend to make appropriate adjustments to comply with the Franchise Agreement. Meetings with the individual member agencies will begin in October.

In accordance with the Franchise Agreement, RY7 and RY8 rates were set using the "index method." RY9 rates will be set by using the "cost based" method.

Crowe staff will present the basic elements of the rate application and their initial findings to the Board at this meeting.

Staff has met multiple times with Republic to discuss the special rate review requests. Republic has also informed staff that the response to these special review items will impact their position on the economics of the extension of the franchise agreement. As such, staff has briefed the Ad Hoc Franchise Agreement Extension Committee on key deal points.

The Ad Hoc Committee provided input on a potential approach to resolving both the extension and special review items in which staff will present the status of those discussions during the Rate Year 9 presentation. Staff is working towards bringing a final agreement on the extension and special rate review for approval by the Board before the December Board Meeting so that those provisions can be incorporated into the rate strategies adopted by each member agency.



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: ROB HILTON, INTERIM EXECUTIVE DIRECTOR
DATE: SEPTEMBER 22, 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 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 early activities for the Interim Executive Director include:

- **Franchise Extension with Republic Services.** Staff has met with Republic Services multiple times to negotiate the provisions of an extension, which Republic has linked to their special rate requests. The Ad Hoc Franchise Agreement Extension Committee has discussed the issues related to this matter and provided direction to the Interim Executive Director. Staff intends to resolve these negotiations in September, have legal counsel document the deal in October, and present the recommended extension provisions to the Board for approval before the December 2022 Board Meeting.
- **Rate Year 9 Rate Application.** The Authority's rate consultant is conducting the rate review and will present preliminary information at the September Board Meeting. Staff have been very engaged with Republic over the special rate review items and will have a clear recommendation for the resolution of these matters in time for the October member agency meetings.

- **Finance Manager Recruitment.** The Personnel Committee approved reclassifying the position of Finance Manager to Senior Accountant, including a reduction in both responsibility level and salary. The Interim Executive Director communicated this immediately to our recruiter and the recruiter has begun providing appropriate candidates for interview under this revised position.

Completed and Ongoing Activities in September 2022:

- RecycleSmart and Republic Services hosted an outreach booth at the Lafayette Art & Wine Festival on September 17-18, and at the Moraga Pear & Wine Festival on September 24.
- Staff is preparing the Electronic Annual Report (EAR) which is due 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, September 8. Staff introduced Republic Services Recycling Coordinators, provided an overview of their outreach responsibilities required in the Franchise, and outlined the process for ongoing communication and service needs. Other discussion topics included CalRecycle SB 1383 grant funds, CalRecycle Electronic Annual Report requirements including, the annual number of Member Agency Water Efficient Landscape Ordinance (WELO) covered projects and recycled content paper purchases, discussion of early morning noise notices to residents, and enclosure space requirements. 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 the draft e-newsletter, outreach to schools and a status update on back-to-school services and programs.
- 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 contributed \$1,000 to the Bay Area Recycling Outreach Coalition (BayROC). The current campaign focuses on food waste prevention. Combined funds from jurisdictions across the Bay Area fund the development of original content and digital, radio and media advertising placements.
- RecycleSmart is a Sponsor for 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 or attended the following meetings and events:

- CalRecycle Rulemaking webinar for AB 881, August 30
- CalRecycle Electronic Annual Report preparation webinar, September 1
- Little Hoover Commission Hearing on Organic Waste Recycling, September 8
- California Resource Recovery Association Annual Conference, September 6-9
- Moraga Liaison Meeting, September 9
- Bay Area Recycling Outreach Coalition (BayROC) meeting, September 13

- Municipal Waste Management Association Executive Committee meeting, September 15
- Lafayette Art & Wine Festival booth with Republic Services, September 17-18
- Bay Area Food Recovery Network meeting, September 20
- Sustainable Contra Costa Awards Gala, September 22
- Moraga Pear & Wine Festival booth with Republic Services, September 24
- Mount Diablo Resource Recovery Facility Tour, September 28
- International Shipments of Recyclables Forum, September 28
- Walnut Creek Chamber event, September 29
- Lafayette Environmental Task Force meeting, September 29



Future Agenda Items

TYPE	BOARD MEETING: 10/27/2022
C	Approve 09/22/2022 Minutes
C	Adopt Resolution 2022-12, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Amendment to Administrative Citation Ordinance No. 16-1 – First Reading
A	Approve MOU with County Regarding SB 1383 Implementation
I	Executive Director’s Monthly Report
P	2022 Final Legislation Update
P	AB939 2021 Annual Report & SB 1383 2022 Initial Compliance Report
P	Republic Services and Mt. Diablo Recycling Franchise Status Updates

TYPE	BOARD MEETING: 12/08/2022
C	Approve 10/27/2022 Minutes
C	Adopt Resolution 2022-13, Continued use of Teleconferencing for all CCCSWA meetings under AB 361
A	Amendment to Administrative Citation Ordinance No. 16-1 – Second Reading
I	Executive Director’s Monthly Report
P	Solid Waste Collection Rates for Rate Year 9

TYPE

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

State law to reduce food waste has Bay Area food banks starving for better distribution



A volunteer sifts through donated Fuji apples at White Pony Express on June 20, 2022 in Pleasant Hill, Calif. (Mengyuan Dong/Bay City News)

By [BAY CITY NEWS FOUNDATION](#) |

PUBLISHED: August 23, 2022 at 12:29 p.m. | UPDATED: August 24, 2022 at 4:24 a.m.

By Mengyuan Dong, | Bay City News Foundation

Second Harvest of Silicon Valley has experienced one of the busiest years in its 48-year history this year, because of the state's first food waste law and the ongoing hunger crisis since the pandemic began.

On a recent day, 52 volunteers worked the morning shift in Second Harvest's warehouse at 4001 N. First St. in San Jose, sorting through potatoes, carrots, lettuce and other fresh foods donated daily from grocery stores, farmers markets and restaurants. Carefully, the volunteers inspected the cargo, removing items no longer edible, such as apples with mold.

This food sorting process occurs in food banks, smaller food pantries and other food rescue organizations in the Bay Area every day. Organizations like Second Harvest serve as a vital link between businesses with surplus food and hungry people in need.

However, food bank officials say the new state law, Senate Bill 1383, has created unintended challenges that weigh down their ability to distribute food to needy folks.

Signed into law in 2016, SB 1383 went into effect on Jan. 1 of this year with the aim to achieve a 75 percent reduction in organic waste in landfills by 2025, as well as a 20 percent diversion of edible food. It requires grocery stores, restaurants and other food suppliers to donate surplus food to a food rescue organization.



52 volunteers work the morning shift sorting and packaging donated food at Second Harvest of Silicon Valley on July 11, 2022 in San Jose, Calif.. (Mengyuan Dong/Bay City News)

While food banks recognize the intent to address food waste, some raise concerns about the challenges the law brings. The organizations are grappling with inadequate storage for the larger amounts and a need to procure more trucks and volunteers, the timely redistribution of donations and problems with receiving expired food.

“We are excited about the opportunity to get even more variety into the hands of our community,” said Tracy Weatherby, Second Harvest’s vice president of strategy and advocacy. “But it does require a lot of coordination and logistics and funding.”

Implementing SB 1383 is an opportunity to both reduce hunger and prevent food from turning into methane and other greenhouse gases in landfills, said Andrew Cheyne of the California Association of Food Banks.

However, recovering food includes complex logistics and expenses that require rapid pickups and distribution to keep the food fresh. It can be challenging for food banks lacking storage and staffing.

The law divides food suppliers into two tiers. Tier One includes grocery stores and supermarkets, and Tier Two businesses are hotels and restaurants with more prepared food. Tier One businesses must comply this year; Tier Two has two years.

Second Harvest now has 36 tractor trailers that run all day to pick up large donations from grocery stores daily. The organization plans to expand its storage, volunteer work and add a new coordinator as the delivery pressure grows.

About 50 percent of the donated food is fresh produce, Weatherby said, which needs to be given out within the same day or two.

Second Harvest in Silicon Valley recovered 17 million pounds of food from January to June this year, enough for about 14 million meals for people in Santa Clara and San Mateo counties.

Rotting vegetables are sorted out of the donated food at Second Harvest of Silicon Valley on July 11, 2022 in San Francisco, Calif. (Mengyuan Dong/Bay City News)

Like other large food banks, Second Harvest operates as a central hub. The organization not only distributes food, it also enables its 79 partner agencies to pick up food from suppliers independently.

More direct partnerships between donors and partner agencies could help ease some distribution challenge.

White Pony Express, a food recovery organization in Pleasant Hill serving Contra Costa County, has created an app-based food distribution system to connect businesses directly with local communities.

In February, White Pony Express established a food donation model in partnership with RecycleSmart, which provides solid waste services for central Contra Costa County. The application targets smaller potential donors, including hotels, restaurants and health facilities.

Once signed up, a business can signal when it has excess food, and a volunteer will pick up and deliver it directly to a matching organization.

Another pressing challenge is food banks are having to devise ways to maintain quality as more donated food comes in. If the food comes in fresh, it may be able to stay at food banks longer, and if the food is properly labeled and packaged, it will save food banks lots of work in determining if it is still useful.

“We don’t want to be hauling people’s trash,” said Pete Olsen, the food sourcing manager at White Pony Express.

He communicates a lot with donors about standards and occasionally has to terminate partnerships if their food is not edible and healthy.

Karen Collins, food resource manager of Food Bank of Contra Costa and Solano, said her organization was concerned about the uncertainty of future food volume and more food quality challenges.

“It’s our job to look for more food, but we have to ... ensure we don’t become a dumping ground,” Collins said.

Her organization had clear requirements of what can be donated even before the new law went into effect. It requires an expiration date and a list of ingredients on each food package.

Olsen with White Pony Express said that local jurisdictions, such as the city of Antioch, have been actively reaching out to food suppliers and helping promote the organization’s food rescue app.

StopWaste, a public agency tackling waste in Alameda County, created an online guide to safe food handling procedures for different types of food donors.



Volunteers at Second Harvest of Silicon Valley pack lettuce into boxes on July 11, 2022 in San Francisco, Calif. (Mengyuan Dong/Bay City News)

“That might look very different for a restaurant compared to a grocery store,” said Cassie Bartholomew, StopWaste’s program manager.

No matter what, keeping a high standard of food quality is always essential, said Collins from the Food Bank of Contra Costa and Solano.

“The folks in our community that need help with food, they generally don’t work at places that offer sick time,” Collins said. “If they get sick from food, they could lose their job, or they don’t have health insurance to get additional help.”

Financial support from the government is also significant in helping food banks thrive.

To encourage food rescue programs, the California Department of Resources Recycling and Recovery (CalRecycle) conducted a competitive grant program. The department awarded a total of \$4.75 million to 22 California food recovery programs this year.

The funding is used to purchase equipment such as transport vehicles, increase recovery capacity, conduct education campaigns and construct larger storage or refrigeration spaces.

However, food banks are still calling for more state financial support.

Despite the challenge, food bank and county officials say the significance of food rescue work can’t be overstated.

“There is such high food insecurity,” Weatherby said. “The more food that we can get into our community, there is no concern about being able to find homes for this food.”