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BOARD OF DIRECTORS REGULAR MEETING

AGENDA

MARCH 23, 2023 – 3:00 P.M.

Walnut Creek City Hall, 3rd Floor Conference Room
(Use elevator by City Council Chambers)
1666 North Main Street, Walnut Creek

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

If you would like to address the Board, please complete a speaker's card and submit it to Janna McKay, Secretary of the Board. When addressing the Board, please state your name and 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 Special Board Meeting on February 23, 2023*
- b. Approve City of Orinda Withdrawal Request Payment of \$460,084.37 in accordance with the Use of Authority Funds Allocated to Member Agencies Policy*

4. **ACTION ITEMS**

- a. Clarification of CCCSWA Employee Benefits*
Approve updated employee benefits schedule which aligns the employee benefits schedule with the administration of benefits for Special Paid Time Off (Floating Holidays) and the effective date of coverage for vision and dental insurance.

- b. Chair and Vice Chair Appointments
Elect CCCSWA Board Chair and Vice Chair for 2023-2024.
- c. Resolution Recognizing Renata Sos as Chair for the CCCSWA Board of Directors*
Adopt Resolution No. 2023-04, Recognizing Renata Sos for her leadership during her term as Chair of the CCCSWA Board of Directors.
- d. Establishment of an Ad Hoc Committee(s) regarding Franchise Agreement Procurement Strategy*
Approve appointments of Franchise Procurement Ad Hoc Committee assignments.

5. INFORMATION ITEMS

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

- a. Executive Directors Monthly Report*
- b. Future Agenda Items*
- c. Update on Republic’s Collection Service Quality Metrics*

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

7. ADJOURNMENT

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

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

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON FEBRUARY 23, 2023**

The Regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened at the Hacienda de las Flores Park, La Sala Room, at 2100 Donald Drive, Moraga, Contra Costa County, State of California, on February 23, 2023. Chair Renata Sos called the meeting to order at 1:30 P.M.

PRESENT: Board Members: Candace Andersen
Newell Arnerich
Gina Dawson
Matt Francois
Teresa Gerring*
Kerry Hillis
Inga Miller, Vice Chair
Renee Morgan
Janet Riley
Renata Sos, Chair
*Arrived after Roll Call

ABSENT: Ken Carlson
Cindy Silva

Staff members present: David Krueger, Executive Director; Janna McKay, Board Secretary; Grace Comas, Senior Accountant; Judith Silver, Senior Program Manager; Ashley Louisiana, Program Manager; Jennifer Faught, Contract Compliance Specialist; and Deborah L. Miller, CCCSWA Counsel.

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

Chair Sos 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 Regular Board Meeting on January 26, 2023
- b. Receive Fiscal Year 2021-2022 Financial Statements and Independent Auditors' Report

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

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

MOTION PASSED unanimously by a voice vote.

4. PRESENTATIONS

Chair Sos characterized the next three presentations as a warm-up to the goal setting session: review the agency's current financial status, understand our diversion programs which are at the core of the agency's mission, and go over the fundamentals of the procurement and Franchise Agreement process.

- a. Fiscal Year 2022-2023 Mid-Year Budget Report**
David Krueger, Executive Director, RecycleSmart
Grace Comas, Senior Accountant, RecycleSmart

Executive Director David Krueger presented the summary of the FY 2022-2023 Mid-Year Budget Report and explained that the CCCSWA fund balance was better than expected at \$4.3 million, of which \$1.4 million had come from Mt. Diablo Recycling (MDR) revenue sharing given the good recycling market last year. Revenues were greater than expected at this point and everything was tracking at 50 percent with only a few minor exceptions that he pointed out at this time. He shared a number of charts with the Board to put the budget in context and identified the rate components and actual expenses.

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

- b. RecycleSmart's Recycling Diversion Programs**
Judith Silver, Senior Program Manager, RecycleSmart
Ashley Louisiana, Senior Program Manager, RecycleSmart
Jen Faught, Contract Compliance Specialist, RecycleSmart

Senior Program Manager Judith Silver presented the Diversion Program and noted that CalRecycle releases information in June each year for the previous calendar year. The 2021 report, which is the most recent one that is available from CalRecycle, identified a per capita disposal rate at 3.3 pounds a day, an equivalent diversion rate of 65 percent. When asked about the COVID impact, she noted that people had stayed home and there was less disposal overall, particularly in the commercial sector and due to the downtick in construction projects in 2020.

Ms. Silver presented a table to show the breakdown of disposal and diversion in 2022 by sector and the percent diversion rate for each sector which ranged from 39 percent to 81 percent, where the multifamily and commercial sectors had the lowest diversion percentages. She highlighted the importance of the Construction & Demolition (C&D) Program regulated by the C&D Ordinance outside of the Franchise Agreement to make sure that the material was headed to certified facilities. Contract Compliance Specialist Jen Faught spoke to SB 1383 and the Keep Organics Out of Landfills law, where the state was required to reduce organic materials going to landfills by 75 percent by 2025 over 2014 levels, and to rescue 20 percent of currently disposed edible food and get it to people who needed it. She described the obligations required of local government and explained that RecycleSmart was complying with all applicable regulations as well as satisfying city and county obligations, although jurisdictions still had responsibilities, among them procurement where recycled content paper products had to be purchased. She identified the obligations for organic waste procurement where jurisdictions had to purchase huge quantities mostly of compost and mulch, which had been difficult and, as a result, the state had adopted a bill last year to allow those requirements to be phased in over time. Through Republic Services a

solution to those issues could help satisfy that requirement. Staff was currently working on an enforcement protocol to focus on education and outreach before enforcement was required in 2024. Monthly meetings with member agency staff monitored SB 1383 requirements.

Ms. Faught stated edible food recovery was a new program that required the maintenance of a list of the large edible food generators in two tiers. Tier 1, the larger generators started last year and Tier 2, the smaller generators would start in 2024. Some enforcement was required and RecycleSmart had contracted with Contra Costa County for that function. She identified a brochure as part of the outreach and referred to an agreement with food recovery organizations.

Ms. Faught also identified the Schools Education & Diversion Program for the 66 public and private K-12 schools, which had been very successful, and the Reuse & Cleanup Days available to all single-family residents where gently used items could be picked up and made available to those who needed them. She described that reuse program as the ultimate in waste diversion where there had been 32,000 reuse setouts in 2022.

Senior Program Manager Ashley Louisiana stated that RecycleSmart provided other services through the two Franchise Agreements with Republic Services and MDR collecting compact fluorescent bulbs, batteries, cellphones and retail battery and sharps collection programs. She noted that RecycleSmart was forward thinking in that the battery program was about 20 years old while the sharps disposal program was about 10 years old. The State of California had recently adopted product stewardship programs for sharps and batteries, and RecycleSmart could ultimately seek reimbursements for those two programs. She also highlighted the Home Composting Program that was over 20 years old. She added that RecycleSmart had won awards over the years for its outreach and education and CalRecycle had used RecycleSmart's tools as a model.

Ms. Silver explained that all the programs contributed to diversion, there were very mature programs in place, there was an agency goal of 75 percent, and ways to get more diversion were being sought.

Board Member Morgan emphasized the need to clarify what could be recycled and asked that information be provided to reassure the public, such as through new stickers on bins or information in the newsletters, and Ms. Silver suggested any significant changes in acceptable materials would come up during the next Franchise Agreement process. There was a list of 15 or so materials that were widely acceptable to be recycled at a high amount, and she referenced SB 54 where the State of California had already developed a list of recyclable materials. The desire was to create a list that could be used statewide for consistency purposes.

As to recommendations to reach out to event planners, attend more events to have more of a presence, and get the information to the ratepayers, Ms. Silver stated that staff worked closely with the Chambers of Commerce, staff liaisons and others and more outreach was planned this year.

In response to the question of leakage with respect to the C&D requirements, Tim Argenti representing Republic Services, noted that some leakage related to illegal hauling and the C&D portion could be franchised to address that concern.

As part of the discussion, it was also noted that self-haul represented 30 percent of total disposal numbers, and letters had been attached to CalRecycle reports almost yearly since RecycleSmart had no control over self-haul or projects not covered by CalGreen. It was difficult to get that information and CalRecycle had not provided any assistance.

In response to comments, Ms. Silver verified that the percentage of diversion for schools was pretty low and not significant, and there were challenges in Tier 2 edible food recovery and diversion of recyclables. On the discussion of edible food recovery, she explained that while independently owned stores were doing a good job, Safeway for instance was not, and County Health Inspectors were helping to secure cooperation although that remained a challenge.

Staff explained that it is possible that Safeway's reluctance to participate in edible food recovery may be based on a concern about liability; staff noted that there currently are lots of legal protections for generators who donate edible food and there was a federal amendment to the law to make it even stronger.

PUBLIC COMMENTS

Michael Gross, Green Waste, San Jose, which he described as the largest C&D recycling operation in the United States, stated that if the whole C&D system was franchised there would be fewer containers coming in because people would find a way to haul their own.

David Brockbank, Contra Costa County, noted that C&D illegally dumped was usually from non-permitted projects because all project that go through CalGreen would involve a building permit and a C&D receipt.

There was a discussion on how C&D was sorted, tracked, and counted as reuse. In many cases, a property owner would bring the reuse material to a facility, which had not been discouraged given that the highest and best use of the material was preferred. It was noted that the notion of deconstruction was getting traction and information would be brought to the member agencies about deconstruction, to be fused into the C&D infrastructure in a proper way.

c. Overview of Franchise Agreements and Procurements
David Krueger, Executive Director, RecycleSmart

Chair Sos explained that although the existing Franchise Agreements had just recently been extended, it was time to start the process of entering into new Franchise Agreement(s) given the years it will take from start to finish. The Board earlier had expressed an interest in reviewing franchise agreement fundamentals early this year and that David Krueger would provide the Board with that background and associated timelines.

Executive Director Krueger stated this presentation was part one in a series. He reported that in most jurisdictions, a Franchise Agreement would be the biggest contract a city would have. The current agreements with Republic Services and Mt. Diablo Resource Recovery (MDRR) represented \$53 million a year and services included collection and post-collection services, which he delineated at this time. He stated that it is probably not possible to achieve the Authority's 75% diversion goal with the current programs.

He noted that one new program which could significantly increase diversion would be mixed waste processing, but that is expensive. Mr. Krueger explained that we may need to reconsider the 75% diversion goal. He stated that staff would research alternative ways to measure the success of RecycleSmart's programs and return to the Board with recommendations. He suggested that this be a main topic at next year's goal setting-retreat.

Mr. Krueger highlighted the Franchise provisions, characterized the Franchise Agreement process as challenging but suggested the next process might not be as labor-intensive as the previous one given that the Board had considered all the provisions of the Agreement at that time and had made a number of good policy decisions. Going forward, he recommended that the Board consider such things as changing the terms of the agreement, adjusting the compensation method and recyclables revenue share, rate structure, vehicle fuel, vehicle age, collection containers, whether to franchise C&D, and identifying which recyclables to collect.

Mr. Krueger described the component of finding vendors to perform the services and the steps in that process when and if going out to bid and presented four options as to how that could be pursued. He identified all the steps and the potential timeline involved. Mr. Krueger stated that a sole source approach might not be the best option at this time because: 1) The Authority and customers have not been satisfied with the timeliness of collections provided by Republic and 2) The next Franchise Agreement would likely involve an overall rate increase in excess of ten percent due to the fact that the special rate increase that Republic had requested had not been completely compensated. He also spoke to options with respect to bundling services.

As to potential next steps, Mr. Krueger stated that one or more ad hoc committee could be formed, a franchise consultant could be hired, stakeholder input would be obtained, a process would be drafted to identify integrity guidelines, a procurement option and timeline would be selected, and he suggested that could be done in the next calendar year. He responded to questions as to whether another landfill could be considered, whether aspects of the Franchise Agreement could be sole sourced and noted that the current Franchise Agreement included an option for a high diversion program, a form of mixed-waste processing that had never been enacted.

Board Member Arnerich noted the need to be mindful of the potential for vehicle miles traveled (VMT) issues triggering the need for an Environmental Impact Report (EIR) associated with the procurement. He commented that RecycleSmart had the best rates in the East Bay but recognized potential challenges given the Taxpayer Protection Act on the ballot that seeks to eliminate franchise fees, and suggested that one approach would be to negotiate a discount with the hauler.

PUBLIC COMMENTS

Tim Argenti, Republic Services, reported that the first electric vehicle would arrive in the fall of 2023, and the company commitment was that by 2028 fifty percent of the fleet would be electric.

Salvatore Evola, Mt. Diablo Resource Recovery, applauded the Executive Director and the presentation which had pointed out the pricing of the carts, their role in the rate structure, and the risk of people using the disposal can for inappropriate material when they ran out of space.

- d. 2023 RecycleSmart Annual Goal Setting
David Krueger, Executive Director, RecycleSmart
Renata Sos, Chair, RecycleSmart Board of Directors

Chair Sos stated the purpose of the goal setting session, which hopefully would become an annual event, was to make sure that everyone was aligned on the agency's priorities and to offer an opportunity to comment on the priority areas identified by the Executive Director in the 2023 Workplan that was shared with the Board for discussion.

Chair Sos presented the results of the electronic survey that was provided to the Board and RecycleSmart staff prior to the meeting. She characterized the responses as largely consistent. Customer service was identified as the paramount consideration, followed by conservation and then cost. In addition, the survey indicated that cost-effectiveness and value to member agencies and rate payers were important and that a majority of Board members believed that RecycleSmart should continue to be a leader in the industry.

Executive Director Krueger reviewed the highlights of the 2023 Workplan, which identified the points of emphasis as contract management, new franchise procurement, SB 1383 compliance and enforcement, outreach and education, member agency outreach and education, legislation and regulations, construction and demolition, finance, and pilot programs with MDRR for reuse clean-up days at Saint Mary's College and potential multifamily clean-up days.

The Board dispersed into three pre-assigned breakout groups to identify the areas of priority consideration for this year. After the work sessions, the groups identified the following priorities for RecycleSmart:

- No changes to the Workplan other than to ensure flexibility throughout the year;
- Utilize additional paid advertising on social media beyond Google;
- More communication with elected officials and other agencies to promote message;
- Provide member agencies with convenient PDFs or files for outreach;
- Member agency website pages to include dedicated information on RecycleSmart's utilities, services and programs;
- Promote tools and resources like food scrap pails and tangible tools for ratepayers;
- Provide consistent model policies to member agencies;
- More outreach about hazardous waste/recognized that the Contra Costa Central Sanitary District managed those programs;
- Reuse days for multifamily in the Franchise Agreement;
- Better customer service with agencies and franchise haulers;
- Compliance with state law;
- Be a leader and have innovative programs;
- Closely follow legislative process and obtain timely updates from staff;
- Consider West County instead of Manteca and analyze;
- Consider value of sending or not sending food scraps to EBMUD;
- Consider franchising C&D and analyze pros and cons;
- Retain 75 percent goal or consider other aspirational goals;
- Verify appropriate processing of batteries;
- Consider how to be the best and do better in the 21st Century;

- Focus to get garbage picked up on time;
- Feedback from ratepayers on their desires for the next Franchise Agreement;
- Recommended mail-in (possibly pre-paid) survey;
- Easy access to resources and identify materials needed using social media.

The groups commended Republic Services for its active role in supporting RecycleSmart events, its public outreach, its support of member agencies and the schools program, and for its compost giveaway in the Lamorinda area.

Chair Sos thanked the groups for their input.

5. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

6. ADJOURNMENT

The Board adjourned at 4:30 P.M. to the regular meeting scheduled for Thursday, March 23, 2023 at 3:00 P.M. to the WC offices.

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: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: FEBRUARY 23, 2023

SUBJECT: CITY OF ORINDA REQUEST FOR AUTHORITY FUNDS
ALLOCATED TO MEMBER AGENCIES

SUMMARY

In accordance with the Use of Authority Funds Allocated to Member Agencies Policy, Staff is presenting City of Orinda's request for funds from their Reserve Fund in order to amend its existing Bigbelly Public Area Waste Containers contract for an additional 5 years, as described in Attachment A. The items in Attachment A meet and comply with the policy for Use of Reserve Funds. With Board approval of the request, Staff will make a payment to City of Orinda in the amount of \$460,084.37.

RECOMMENDED ACTION

1. Approve payment of \$460,084.37 to City of Orinda for the items listed in Attachment A, in accordance with the Use of Authority Funds Allocated to Member Agencies Policy.

DISCUSSION

The Use of Authority Funds Allocated to Member Agencies Policy, approved by the Board in March 2016, states that to ensure compliance with California Constitutional requirements, Diversion Incentive Fund (DIF) funds distributed to member agencies are to be used in a manner consistent with the purpose or the mission of RecycleSmart. Although member agencies are not required to seek Authority approval for specific uses of distributed Authority funds, in an effort to control the consistency of expenses to RecycleSmart's mission, each member agency seeking funds must present a formal request to the Board of Directors. Attachment A is City of Orinda's formal request for a distribution of funds, listing the planned uses of the funds, for Board approval. An Indemnification Agreement has been signed between the Authority and City of Orinda. While there is no longer a DIF, staff has determined that there are funds in Orinda's Reserve Fund that originated from the DIF. The DIF-originating funds in Orinda's Reserve Fund exceed the \$460,084.37 withdrawal request. The proposed use of the funds is consistent with the purpose or mission of RecycleSmart, and with past use of such funds.

ATTACHMENT

- A. City of Orinda's Fund Withdrawal Request



REQUEST FOR WITHDRAWAL OF MEMBER AGENCY RESERVE FUNDS

Date of Request: March 23, 2023

Member Agency: City of Orinda

List Item Description and Amount

Item #	Item Description	Amount
1	Year 1 Bigbelly subscription	85,004.04
2	Year 2 Bigbelly subscription	85,004.04
3	Year 3 Bigbelly subscription	85,004.04
4	Year 4 Bigbelly subscription	85,004.04
5	Year 5 Bigbelly subscription	85,004.04
6		
7		
8		
9	Sales tax	35,064.17
10		
11		
12		
13		
14		
Total Withdrawal Amount		\$ 460,084.37

Board Approval Date: _____

Executive Director

Signature: _____



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 23, 2023

SUBJECT: CLARIFICATION OF CCCSWA EMPLOYEE BENEFITS

SUMMARY

Staff recently discovered two discrepancies between the current employee benefits schedule which was last updated on 11/30/2018 (Attachment B) and the way that benefits have been administered. Employees are not receiving the 24 hours of Special Paid Time Off specified in the schedule, and employees are receiving vision and dental insurance the month after they are hired instead of after three months as specified in the schedule.

Staff recommended to the Personnel Committee that the policy and practice be aligned and that all employees be treated consistently with respect to the benefits. The Personnel Committee unanimously agreed to recommend to the Board approval of revisions to the employee benefits schedule (Attachment A) that would effectuate that change.

RECOMMENDED ACTION

1. Approval of updated employee benefits schedule (Attachment A) which aligns the employee benefits schedule with the administration of benefits for Special Paid Time Off (Floating Holidays) and the effective date of coverage for vision and dental insurance.

DISCUSSION

Staff recently discovered two discrepancies between the current employee benefits schedule which was last updated on 11/30/2018 (Attachment B) and the way that benefits have been administered.

Special Paid Time Off

The current (11/30/2018) employee benefits schedule (Attachment B) shows that all employees are to receive three days (24 hours) of Special Paid Time Off in addition to General Leave and

Administrative Leave. According to the employees and to our payroll administration system (ADP), no employees have ever received Special Paid Time Off. The last three employees to be hired (Executive Director, Senior Accountant, Senior Waste Prevention and Recycling Manager, III) received benefits schedules with their offers of employment which included the three days of Special Paid Time Off.

The Senior Accountant and the Senior Waste Prevention and Recycling Manager received the 11/30/2018 benefits schedule (Attachment B) and the Executive Director received an older version dated 4/9/2018 (Attachment C). The 4/9/2018 version also has 24 fewer Administrative Leave hours for all employees. The Executive Director's benefits were incorporated into his employment agreement.

Effective Date of Coverage for Vision and Dental Insurance

The current (11/30/2018) employee benefits schedule (Attachment B) states that coverage for vision and dental insurance is effective the "1st of the month following three months of employment." However, records show that, since at least 2012, coverage for vision and dental benefits have been provided the first day of the month after each new employee was hired. The Authority's vision and dental insurance administrator, the Special District Risk Management Authority (SDRMA), begins billing the CCCSWA for new employees the first day of the month after they are hired (e.g., if an employee is hired in December their vision and dental benefits are effective January 1). This is their default practice for the Special Districts that they serve, and they have been our vision and dental insurance administrator since 2012.

Fiscal Impact

There is no direct fiscal impact to implementing the recommendations. The Authority has been paying for employees' vision and dental benefits starting the first month after they were hired since at least 2012. Special Paid Time Off hours cannot be carried-over, accumulated, or cashed out. Receiving 24 hours of Special Paid Time Off each year could potentially lead to some employees cashing out more General Leave hours in the future than they would have otherwise.

Recommendation to the Personnel Committee

Staff recommended that the Personnel Committee make a recommendation to the Board to approve the updated employee benefits schedule (Attachment A) which aligns policy with practice by clarifying that each employee receives three days (24 hours) of Special Paid Time Off (Floating Holidays) in addition to General Leave and Administrative Leave and stating that vision and dental insurance are effective the first of the month after an employee is hired. The changes would apply for calendar year 2023 forward. There would be no retroactive payment for Special Paid Time Off. The Executive Director's paid time off would continue to be as specified in his employment agreement. Unused Special Paid Time Off would not carry-over into future calendar years. Attachment D shows the current employee benefits schedule for the City of Walnut Creek as an example of comparable benefits at a Member Agency.

Personnel Committee

On March 10, 2023 the Personnel Committee discussed this matter and voted to recommend that the Board approve the attached updated benefits schedule (Attachment A). At the Committee meeting staff and the Committee also discussed changing the name of “Special Paid Time Off” to “Floating Holidays” and staff recommends this change, as reflected in Attachment A.

ATTACHMENTS

- A. Proposed Employee Benefits Schedule
- B. Employee Benefits Schedule 11/30/18
- C. Employee Benefits Schedule 4/9/2018
- D. City of Walnut Creek Employee Benefits Schedule 7/24/22

Central Contra Costa Solid Waste Authority Benefits Summary for Regular, Full Time Employees

Benefit	Non-Exempt				Exempt			
Holidays	12 Paid Holidays							
General Leave	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hours Days	Accrual Per Pay Period	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hours Days	Accrual Per Pay Period
Maximum General Leave Accumulative is 540 Hours	Up to 4	160	20	6.16	Up to 4	160	20	6.16
	5 through 9	184	23	7.08	5 through 9	184	23	7.08
	10 through 14	208	26	8	10 through 14	208	26	8
	15 or more	224	28	8.62	15 through 19	232	29	8.93
					20 through 24	248	31	9.54
					25 or more	256	32	9.85
Compensatory Time Maximum Accrual	40 Hours				NA			
Floating Holidays	3 Days (24 hours)							
Administrative Leave	3 Days (24 hours)				8 Days (64 Hours)			
Administrative Leave and Floating Holidays will be awarded on a calendar year basis and will be available each January 1. Any unused Administrative Leave & Floating Holidays will not carry over to the next calendar year. The 3 Floating Holidays are in addition to the 12 Holidays.								
Medical Insurance: In lieu of any Medical Coverage in Kaiser HMO or POS	70% of Kaiser HMO single-party monthly rate (up to a maximum of \$350 per month) redirected to 457 Deferred Compensation Plan.							
Medical: CalPERS Health	Group Plan Number	704598						
	Effective Date of Coverage	Effective 1st of the month following the date of hire.						
	Date Coverage Ends	Last day of termination month (except if termination date is the 16th - 31st of the month, coverage terminates the last day of the following month)						
	Preventive Care Office Visit	No Charge						
	Office Visit	\$15						
	Prescription Co-Pay	\$5 for generic/\$20 for brand						
	Emergency Room Co-Pay	\$50/visit (waived if admitted to a plan hospital)						
	Dependent Coverage	Up to 26th Birthday						
Medical Insurance: Employee Cost-Sharing (additional plan-cost above the CalPERS Kaiser plan is covered by employee)	5% of Kaiser HMO Premium for Required Coverage Level				% of Gross Regular Earnings as follows: Single-Party .55%; Two-Party .9%; Family 1.3%			

Central Contra Costa Solid Waste Authority Benefits Summary for Regular, Full Time Employees

Benefit	Non-Exempt	Exempt
<p align="center">Dental: Delta Dental PPO</p> <p align="center">www.deltadentalca.org</p> <p>Customer Service: (888) 335-8227</p>	<p>Group Plan Number SDRMA: Delta Dental 4211</p> <p>Effective Date of Coverage 1st of the month following the date of hire.</p> <p>Date Coverage Ends Last date of month in paid status</p> <p>Plan Description Plan pays 100% diagnostic and preventive, 80% other services, 50% orthodontics (lifetime max: \$1,000)</p> <p>Annual Deductible \$50 per person up to a maximum \$150 per family</p> <p>Maximum Annual Benefit \$1,500 for dentist (out-of-network) or \$2,000 for PPO dentist (in-network), per each calendar year</p> <p>Dependent Coverage Up to Age 26</p> <p>Monthly Employer Cost Average Per Employee Cost \$112.00</p>	
<p align="center">Vision: VSP</p> <p align="center">www.vsp.com</p> <p>Member Services: (800)877-7195</p>	<p>Group Plan Number SDRMA: VSP</p> <p>Group Plan Number</p> <p>Effective Date of Coverage 1st of the month following the date of hire.</p> <p>Date Coverage Ends Last date of month in paid status</p> <p>Plan Description Exams and Lenses every 12months; frames every 24 months</p> <p>Co-Payments \$15 co-pay for exam and materials</p> <p>Dependent Coverage Up to Age 26</p> <p>Monthly Employer Cost Average Per Employee Cost \$15.76</p>	
<p>Employee Assistance Program (EAP) members.mhn.com Access code: wceap Customer Service: (800) 977-7593</p>	<p align="center">Program administered by MHN. Up to 3 sessions per incident per calendar year for employee and/or dependents. Monthly Employer cost: \$2.98 per employee. No employee cost.</p>	
<p>Workers Compensation Benefits: SDRMA</p>	<p align="center">The CCCSWA's workers' compensation program is insured, with claims administered by SDRMA, a third party administrator. Workers' compensation benefits provided consistent with State law.</p>	
<p align="center">Tuition Reimbursement</p>	<p align="center">Employer pays 75% of tuition and registration fees up to a maximum of \$1,400 per fiscal year (Staff members must notify Executive Director and Finance Manager during the budget process for the year when tuition reimbursement is expected to take place.</p>	
<p align="center">457 Deferred Compensation Plan</p>	Voluntary employee contributions	
	No employer contribution	
<p align="center">CalPERS Retirement</p>	<p align="center">2% @55 for employees hired before 12/31/2012; 2% @ 60 for Classic employees hired after 1/1/2017; 2% @ 62 for new CalPERS employees.</p>	
<p align="center">ICMA-RC 401 Governmental Money Purchase Plan & Trust</p>	Employer Annual Contribution \$675	Employer Annual Contribution \$1,750
	No Employee Contribution	

Central Contra Costa Solid Waste Authority Benefits Summary for Regular, Full Time Employees

Benefit	Non-Exempt				Exempt			
Holidays	12 Paid Holidays							
General Leave	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hours Days	Accrual Per Pay Period	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hours Days	Accrual Per Pay Period
Maximum General Leave Accumulative is 540 Hours	Up to 4	160	20	6.16	Up to 4	160	20	6.16
	5 through 9	184	23	7.08	5 through 9	184	23	7.08
	10 through 14	208	26	8	10 through 14	208	26	8
	15 or more	224	28	8.62	15 through 19	232	29	8.93
					20 through 24	248	31	9.54
					25 or more	256	32	9.85
Compensatory Time Maximum Accrual	40 Hours				NA			
Special Paid Time Off	3 Days (24 hours)							
Administrative Leave	3 Days (24 hours)				8 Days (64 Hours)			
Medical Insurance: In lieu of any Medical Coverage in Kaiser HMO or POS	70% of Kaiser HMO single-party monthly rate (up to a maximum of \$350 per month) redirected to 457 Deferred Compensation Plan.							
Medical: CalPERS Health	Group Plan Number	704598						
	Effective Date of Coverage	Effective 1st of the month following 30 days of continuous service						
	Date Coverage Ends	Last day of termination month (except if termination date is the 16th - 31st of the month, coverage terminates the last day of the following month)						
	Preventive Care Office Visit	No Charge						
	Office Visit	\$15						
	Prescription Co-Pay	\$5 for generic/\$20 for brand						
	Emergency Room Co-Pay	\$50/visit (waived if admitted to a plan hospital)						
	Dependent Coverage	Up to 26th Birthday						
Medical Insurance: Employee Cost-Sharing (additional plan-cost above the CalPERS Kaiser plan is covered by employee)	5% of Kaiser HMO Premium for Required Coverage Level				% of Gross Regular Earnings as follows: Single-Party .55%; Two-Party .9%; Family 1.3%			

Central Contra Costa Solid Waste Authority Benefits Summary for Regular, Full Time Employees

Benefit	Non-Exempt	Exempt
<p>Dental: Delta Dental PPO</p> <p>www.deltadentalca.org</p> <p>Customer Service: (888) 335-8227</p>	<p>Group Plan Number SDRMA: Delta Dental Group Plan Number 4211 Effective Date of Coverage 1st of the month following 3 months of employment Date Coverage Ends Last date of month in paid status Plan Description Plan pays 100% diagnostic and preventive, 80% other services, 50% orthodontics (lifetime max: \$1,000) Annual Deductible \$50 per person up to a maximum \$150 per family Maximum Annual Benefit \$1,500 for dentist (out-of-network) or \$2,000 for PPO dentist (in-network), per each calendar year Dependent Coverage Up to Age 26 Monthly Employer Cost Average Per Employee Cost \$112.00</p>	
<p>Vision: VSP</p> <p>www.vsp.com</p> <p>Member Services: (800)877-7195</p>	<p>Group Plan Number SDRMA: VSP Group Plan Number Effective Date of Coverage 1st of the month following 3 months of employment Date Coverage Ends Last date of month in paid status Plan Description Exams and Lenses every 12months; frames every 24 months Co-Payments \$15 co-pay for exam and materials Dependent Coverage Up to Age 26 Monthly Employer Cost Average Per Employee Cost \$15.76</p>	
<p>Employee Assistance Program (EAP) members.mhn.com Access code: wceap Customer Service: (800) 977-7593</p>	<p>Program administered by MHN. Up to 3 sessions per incident per calendar year for employee and/or dependents. Monthly Employer cost: \$2.98 per employee. No employee cost.</p>	
<p>Workers Compensation Benefits: SDRMA</p>	<p>The CCCSWA's workers' compensation program is insured, with claims administered by SDRMA, a third party administrator. Workers' compensation benefits provided consistent with State law.</p>	
<p>Tuition Reimbursement</p>	<p>Employer pays 75% of tuition and registration fees up to a maximum of \$1,400 per fiscal year (Staff members must notify Executive Director and Finance Manager during the budget process for the year when tuition reimbursement is expected to take place.</p>	
<p>457 Deferred Compensation Plan</p>	<p>Voluntary employee contributions No employer contribution</p>	
<p>CalPERS Retirement</p>	<p>2% @55 for employees hired before 12/31/2012; 2% @ 60 for Classic employees hired after 1/1/2017; 2% @ 62 for new CalPERS employees.</p>	
<p>ICMA-RC 401 Governmental Money Purchase Plan & Trust</p>	<p>Employer Annual Contribution \$675</p>	<p>Employer Annual Contribution \$1,750</p>
<p>No Employee Contribution</p>		

Central Contra Costa Solid Waste Authority Benefits Summary for Regular, Full Time Employees

Benefit	Non-Exempt				Exempt			
Holidays	12 Paid Holidays							
General Leave	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hours Days	Accrual Per Pay Period	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hours Days	Accrual Per Pay Period
Maximum General Leave Accumulative is 540 Hours	Up to 4 5 through 9 10 through 14 15 or more	160 184 208 224	20 23 26 28	6.16 7.08 8 8.62	Up to 4 5 through 9 10 through 14 15 through 19 20 through 24 25 or more	160 184 208 232 248 256	20 23 26 29 31 32	6.16 7.08 8 8.93 9.54 9.85
Compensatory Time Maximum Accrual	40 Hours				NA			
Special Paid Time Off	3 Days (24 hours)							
Administrative Leave	NA				5 Days (40 Hours)			
Medical Insurance: In lieu of any Medical Coverage in Kaiser HMO or POS	70% of Kaiser HMO single-party monthly rate (up to a maximum of \$350 per month) redirected to 457 Deferred Compensation Plan.							
Medical: CalPERS Health	Group Plan Number	704598						
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	Dependent Coverage	Up to 26th Birthday						
Medical Insurance: Employee Cost-Sharing (additional plan-cost above the CalPERS Kaiser plan is covered by employee)	5% of Kaiser HMO Premium for Required Coverage Level				% of Gross Regular Earnings as follows: Single-Party .55%; Two-Party .9%; Family 1.3%			

Central Contra Costa Solid Waste Authority Benefits Summary for Regular, Full Time Employees

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<p align="center">Dental: Delta Dental PPO</p> <p align="center">www.deltadentalca.org</p> <p>Customer Service: (888) 335-8227</p>	<p>Group Plan Number SDRMA: Delta Dental</p> <p>Group Plan Number 4211</p> <p>Effective Date of Coverage 1st of the month following 3 months of employment</p> <p>Date Coverage Ends Last date of month in paid status</p> <p>Plan Description Plan pays 100% diagnostic and preventive, 80% other services, 50% orthodontics (lifetime max: \$1,000)</p> <p>Annual Deductible \$50 per person up to a maximum \$150 per family</p> <p>Maximum Annual Benefit \$1,500 for dentist (out-of-network) or \$2,000 for PPO dentist (in-network), per each calendar year</p> <p>Dependent Coverage Up to Age 26</p> <p>Monthly Employer Cost Average Per Employee Cost \$112.00</p>	
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<p align="center">457 Deferred Compensation Plan</p>	<p align="center">Voluntary employee contributions</p> <p align="center">No employer contribution</p>	
<p align="center">CalPERS Retirement</p>	<p align="center">2% @55 for employees hired before 12/31/2012; 2% @ 60 for Classic employees hired after 1/1/2017; 2% @ 62 for new CalPERS employees.</p>	
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<p align="center">No Employee Contribution</p>		

**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
As of July 24, 2022¹**

BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented) ²	Police Management (PMA)	Police Officers (POA)
TERM OF AGREEMENT	7/1/2019 – 6/30/2024	7/1/2021 – 6/30/2024	1/1/2020 – 6/30/2024	7/1/2019 – 6/30/2024	7/1/2019 – 6/30/2024	Council Resolutions adopted on 7/2/2019; 5/5/2020; 3/2/2021; and 7/20/2021	8/1/2021 – 7/31/2025	7/1/2021 – 6/30/2025
SCHEDULED SALARY INCREASES IN CURRENT LABOR AGREEMENT	6/30/19 3% 6/28/20 3% 6/27/21 2.5% 6/26/22 3% 6/25/23 2.5%	7/11/21 3.5% 6/26/22 3% 6/25/23 2.5% + Special Market Adjustment for Dispatcher Classes: 7/11/21 1.5% 6/26/22 0.5%	12/29/19 1% 6/28/20 3% 6/27/21 2.5% 6/26/22 3% 6/25/23 2.5%	7/28/19 3% 6/28/20 3% 6/27/21 2.5% 6/26/22 3% 6/25/23 2.5%	6/30/19 3% 6/28/20 3% 6/27/21 2.5% 6/26/22 3% 6/25/23 2.5%	6/30/19 3% 6/28/20 3% 6/27/21 2.5% 7/25/21 3% 6/26/22 3% 6/25/23 2.5%	9/19/21 4% 7/24/22 4% 6/27/21 4% 7/23/23 4% 7/21/24 4%	6/27/21 4% 6/26/22 4% 6/25/23 4% 6/23/24 4%
EMPLOYEE ORGANIZATION DUES	Yes MOU Section A.14	Yes MOU Section 17	No			Yes		Yes MOU Section 32
HOLIDAYS AND HOLIDAY IN-LIEU PAY	12 paid holidays					Holiday in-lieu pay: Biweekly: 5 hours of straight-time pay (130 hours/year) ² <i>² Also applies to the Chief of Police</i>		Holiday in-lieu pay: Biweekly: 4.62 hours of straight-time pay (120 hours/year)
SPECIAL PAID TIME OFF	3 days (24 hours) (see MOU/Resolution for details)					N/A		
BEREAVEMENT LEAVE	Up to 3 days (24 hours) Personnel Rule 802							
GENERAL LEAVE	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hour Days	Accrual Per Pay Period	Years of Completed Service	Annual Accrual: Hours	Annual Accrual: 8 Hour Days	Accrual Per Pay Period
Maximum General Leave Accumulation is 540 hours	Up to 4	160	20	6.16	Up to 4	160	20	6.16
	5 to 9	184	23	7.08	5 to 9	184	23	7.08
	10 to 14	208	26	8.00	10 to 14	208	26	8.00
	15 to 19	224	28	8.62	15 to 19	224	28	8.62
	20 to 24	232	29	8.93	20 to 24	232	29	8.93
	25 or more	240	30	9.24	25 or more	240	30	9.24
PROFESSIONAL/ MANAGEMENT LEAVE	N/A		(Admin. Policy 93-2) For eligible employees, annual amount granted in January of each calendar year (normally not to exceed 96 hours). May roll-over up to 40 hours of unused leave at the end of the calendar year.		(Admin. Policy 93-2) 96 hours granted in January of each calendar year.		Captains: Up to 96 hours per calendar year Lieutenants: 80 hours per calendar year Sergeants: N/A May roll-over up to 60 hours of unused leave at the end of the calendar year.	

**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
As of July 24, 2022¹**

BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented) ²	Police Management (PMA)	Police Officers (POA)															
COMPENSATORY TIME OFF Maximum Accrual	40 hours	80 hours	40 hours	N/A			Captains: N/A Lieutenants and Sergeants: 100 hours	100 hours															
PARENTAL LEAVE PAY	For FMLA eligible employees, 80 hours of leave with pay upon the birth or adoption of a child. See Personnel Rule Section 426 for further details.																						
MEDICAL PLANS: HMO Kaiser Permanente Traditional HMO OR Blue Shield HMO	Calendar Year 2022: Plan Monthly Rates																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>HMO Plans</th> <th>Kaiser Permanente</th> <th>Blue Shield</th> <th>"Blended Rate" Premium (for employee cost-sharing)</th> </tr> </thead> <tbody> <tr> <td>Single-Party</td> <td align="right">\$587.00</td> <td align="right">\$659.00</td> <td align="right">\$605.64</td> </tr> <tr> <td>Two-Party</td> <td align="right">\$1,079.00</td> <td align="right">\$1,210.00</td> <td align="right">\$1,106.19</td> </tr> <tr> <td>Family</td> <td align="right">\$1,725.00</td> <td align="right">\$1,934.00</td> <td align="right">\$1,796.33</td> </tr> </tbody> </table> <p>Effective Date of Coverage Effective first day of the month following appointment.</p> <p>Date Coverage Ends Last day of separation month.</p> <p>Preventive Care Office Visit No charge</p> <p>Office Visit Co-pay \$20</p> <p>Retail Prescription Co-pay \$10/\$20 for generic/brand (30 day supply)</p> <p>Emergency Room Co-Pay \$50/visit (waived if admitted to a plan hospital)</p> <p>Dependent Coverage Up to end of 26th birthday month</p>								HMO Plans	Kaiser Permanente	Blue Shield	"Blended Rate" Premium (for employee cost-sharing)	Single-Party	\$587.00	\$659.00	\$605.64	Two-Party	\$1,079.00	\$1,210.00	\$1,106.19	Family	\$1,725.00	\$1,934.00
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MEDICAL PLANS: HDHP Kaiser Permanente HDHP (HMO) OR Blue Shield HDHP (PPO)	Calendar Year 2022: Plan Monthly Rates																						
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**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
As of July 24, 2022¹**

BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented) ²	Police Management (PMA)	Police Officers (POA)		
MEDICAL INSURANCE: Employee Cost-Sharing towards Kaiser or Blue Shield	12 ½% of "blended rate" premium for coverage level	14% of "blended rate" premium for coverage level	12 ½% of "blended rate" premium for coverage level	14% of "blended rate" premium for coverage level	15% of "blended rate" premium for coverage level	20% of "blended rate" premium for coverage level	15% of "blended rate" premium for coverage level	14% of "blended rate" premium for coverage level		
MEDICAL INSURANCE: In-lieu of Medical/Deferral of Unused Medical Premiums	In-lieu of any medical coverage: \$350/month redirected to 457 Plan				Tier I: Appointed prior to 7/1/09: No medical plan coverage: \$691/month to 457 Plan Single-party Coverage: \$456/month to 457 Plan Two-party Coverage: \$259/month to 457 Plan Tier II: Appointed on or after 7/1/09: No medical plan coverage: \$350/month to 457 Plan	No medical plan coverage: \$850/month to 401(a) Plan ² Single-party Coverage: \$560/month to 401(a) Plan ² Two-party Coverage: \$320/month to 401(a) Plan ² ² Chief of Police: 457 Plan	Tier I: Appointed prior to 7/1/10: No medical plan coverage: \$691/month to 457 Plan Single-party Coverage: \$456/month to 457 Plan Two-party Coverage: \$259/month to 457 Plan Tier II: Appointed on or after 7/1/10: No medical plan coverage: \$350/month to 457 Plan.	In-lieu of any medical coverage: \$350/month redirected to 457 Plan		
DENTAL: Delta Dental Plan of CA	Group Plan Self-insured; administered by Delta Dental Plan. Effective Date of Coverage Effective first day of the month following appointment. Date Coverage Ends Last day of separation month. Plan Description Plan pays 100% diagnostic and preventative, 80% other services Annual Deductible \$50 per person up to a maximum of \$150 per family Maximum annual benefit \$1,500 for Premier dentist (out-of-network) or \$1,600 for PPO dentist (in-network), per eligible employee and dependent each calendar year Dependent Coverage Up to end of 26 th birthday month Monthly Employer Cost \$114.15 per employee <i>Optional Buy-Up Plan with orthodontia benefit and increased annual maximum benefit: \$27.39 monthly employee cost (requires two-year commitment)</i>					Group Plan Self-insured; administered by Delta Dental Plan. Effective Date of Coverage Effective first day of the month following appointment. Date Coverage Ends Last day of separation month. Plan Description Plan pays 100% diagnostic and preventative, 80% other services. Annual Deductible \$50 per person up to a maximum of \$150 per family Maximum annual benefit \$1,500 for Premier dentist (out-of-network) or \$1,600 for PPO dentist (in-network), per eligible employee and dependent each calendar year Orthodontia Benefit \$2,000 lifetime max. orthodontia benefit available to all eligible employees and dependents Dependent Coverage Up to end of 26 th birthday month Monthly Employer Cost \$128.62 per employee <i>Optional Buy-Up Plan with increased annual maximum benefit: \$18.00 monthly employee cost (requires two-year commitment)</i>			² Also applies to Chief of Police	

**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
As of July 24, 2022¹**

BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented) ²	Police Management (PMA)	Police Officers (POA)																																																																
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Plan Descriptions	Pursuant to I.R.C. Section 125 Voluntary pre-tax employee contribution via payroll deduction each plan year (1/1-12/31) No employer contribution Dependent Care Account: \$5,000 annual maximum Health Flexible Spending Account: \$2,850 annual maximum Premium Contribution Plan																																																																							
WORKERS' COMPENSATION	<p align="center">The City's Workers' Compensation program is self-insured, with claims administered by Sedgwick. Workers' Compensation benefits provided consistent with State law.</p>																																																																							
HEALTH, SAFETY, AND WELLNESS PROGRAMS	<p align="center">Training offered throughout the year to engage all employees in maintaining a safe and healthy work place. Voluntary wellness programs and activities available throughout the year.</p>																																																																							

**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
As of July 24, 2022¹**

BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented) ²	Police Management (PMA)	Police Officers (POA)
DISABILITY INSURANCE: SHORT-TERM AND LONG-TERM	<p>Administrator The Hartford</p> <p>Plan(s) Short-Term and Long-Term Disability</p> <p>Effective Date of Coverage Effective first day of the month following the completion of one month of continuous service.</p> <p>Date Coverage Ends Last day in paid status</p> <p>Maximum Benefit Short-Term Disability: 2/3 of employee's weekly salary; up to 22 weeks Long-Term Disability: 2/3 of employee's monthly salary</p> <p>Monthly Employer Cost Short-Term Disability: \$0.167 per \$10 covered benefits Long-Term Disability: \$0.390 per \$100 covered payroll</p> <p>Monthly Employee Cost \$0</p> <p align="center">Note: The City of Walnut Creek does not participate in the State Disability Insurance (SDI) program.</p>							
LIFE INSURANCE	<p>Administrator The Hartford</p> <p>Effective Date of Coverage Effective first day of the month following the completion of one month of continuous service.</p> <p>Date Coverage Ends Last day in paid status</p> <p>Maximum Benefit See below for benefit by bargaining unit</p> <p>Monthly Employer Cost \$0.118 per \$1,000 of benefit</p> <p>Monthly Employee Cost \$0</p> <p>Additional Coverage Voluntary additional coverage available for employee, spouse, and dependent children.</p>							
LIFE INSURANCE: Benefit	2x annual base salary to maximum benefit of \$86,000		1x annual base salary with a minimum benefit of \$86,000			1x annual base salary		
RETIREMENT: CalPERS	<p>Local Miscellaneous:</p> <p>Benefit Formula Classic Formulas: Employee contribution: 7% For employees hired on or prior to 3/2/12: 2% @ 55, One-Year Final Compensation For employees hired after 3/2/12, and prior to 1/1/13: 2% @ 60, Three-Year Final Compensation</p> <p>New (PEPRA) Formula: Employee contribution: 7.25%: For employees hired after 1/1/13 If deemed "new" by CalPERS: 2% @ 62 If deemed "classic" by CalPERS, applicable classic formula.</p> <p>Employer Rate: 7/1/22 – 6/30/23 9.35% + UAL</p> <p>Optional Benefits Sections 21624, 21626, and 21628: Post-Retirement Survivor Allowance Section 20965: Credit for Unused Sick Leave Section 21536: Local System Service Credit Included in Basic Death Benefit Section 21574: Fourth Level of 1959 Survivor Benefits Section 21024: Military Service Credit as Public Service</p>					<p>Local Safety:</p> <p>Benefit Formula Classic Formulas: Employee Contribution: 9% + 3% cost-sharing of the employer rate For employees hired on or prior to 11/23/12: 3% @ 50, One-Year Final Compensation For employees hired after 11/23/12, and prior to 1/1/13: 3% @ 55, Three-Year Final Compensation</p> <p>New (PEPRA) Formula: Employee Contribution: 13.75% For employees hired on/after 1/1/13 If deemed "new" by CalPERS: 2.7% @ 57 If deemed "classic" by CalPERS, applicable classic formula.</p> <p>Employer Rate: 7/1/22 – 6/30/23 3% @ 50: 25.64% + UAL (less 3% ee cost-sharing) 3% @ 55: 22.48% + UAL (less 3% ee cost-sharing) 2.7% @ 57: 13.66% + UAL</p> <p>Optional Benefits Sections 21624 and 21626: Post-Retirement Survivor Allowance Section 20965: Credit for Unused Sick Leave Section 21536: Local System Service Credit Included in Basic Death Benefit Section 21574: Fourth Level of 1959 Survivor Benefits Section 21024: Military Service Credit as Public Service</p>		

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BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented) ²	Police Management (PMA)	Police Officers (POA)																									
SOCIAL SECURITY	N/A See CalPERS																																
MEDICARE TAX	Applies to employees hired or rehired after 3/31/86 Employee cost: 1.45% Employer cost: 1.45% Employees may also be subject to the Additional Medicare Tax of 0.9%																																
RETIREMENT: MissionSquare Retirement (ICMA-RC) 457 Deferred Compensation Plan	<table border="0"> <tr> <td>Plan</td> <td>#300147</td> </tr> <tr> <td>Voluntary Employee Contributions</td> <td>2022 Calendar Year Limits: Individual contribution: \$20,500 "Pre-retirement" catch-up: Additional \$20,500 "Age 50" catch-up: \$6,500 (\$27,000 total)</td> </tr> <tr> <td>Monthly Employer Cost</td> <td>No employer contributions</td> </tr> </table>								Plan	#300147	Voluntary Employee Contributions	2022 Calendar Year Limits: Individual contribution: \$20,500 "Pre-retirement" catch-up: Additional \$20,500 "Age 50" catch-up: \$6,500 (\$27,000 total)	Monthly Employer Cost	No employer contributions																			
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RETIREMENT: MissionSquare Retirement (ICMA-RC) Retirement Health Savings (RHS) Plan	<p>Employer Contributions</p> <p>Following completion of 15 years of regular service. \$900/year per employee</p> <p>Vesting</p> <p>100% immediate vesting</p>	<p>Employer Contributions</p> <p>Following completion of 15 years of regular service. \$1,500/year per employee</p> <p>Vesting</p> <p>100% immediate vesting</p>						<p>Employer Contributions</p> <p>Annual contributions: Captain \$9,220 Lieutenant \$8,220 Sergeant \$6,720</p> <p>Vesting (Employer Contributions)</p> <p>Requires 10 years of sworn service with the City. (100% vested upon service or disability retirement)</p> <p>Mandatory Employee Contributions</p> <p>1% employee contribution; 1 hour general leave per pay period. First 50% of General Leave balance at separation of employment to 457 Plan; remaining balance to RHS.</p> <p>Vesting (Employee Contributions)</p> <p>100% immediate vesting</p>	<p>1. Employer Contributions: Vesting based on age and years of service. See MOU for specific details. Employer Contribution Schedule: <u>TIER 1: Sworn Officer On or After 7/1/1997</u></p> <table border="0"> <thead> <tr> <th><u>Years of Service</u></th> <th><u>Annual Contribution</u></th> </tr> </thead> <tbody> <tr><td>0-5</td><td>\$2,000</td></tr> <tr><td>>5-10</td><td>\$2,500</td></tr> <tr><td>>10-15</td><td>\$3,500</td></tr> <tr><td>>15-20</td><td>\$4,000</td></tr> <tr><td>>20-25</td><td>\$4,500</td></tr> <tr><td>>25</td><td>\$5,000</td></tr> </tbody> </table> <p><u>Tier 2: Sworn Officer Prior to 7/1/1997</u> <u>AND</u> <u>5 years WC service as of 9/7/2007</u></p> <table border="0"> <tbody> <tr><td>0-10</td><td>N/A</td></tr> <tr><td>>10-15</td><td>\$4,810 + \$2,000* = \$6,810</td></tr> <tr><td>>15-20</td><td>\$5,408 + \$2,000* = \$7,408</td></tr> <tr><td>>20-25</td><td>\$6,006 + \$2,000* = \$8,006</td></tr> <tr><td>>25</td><td>\$6,604 + \$2,000* = \$8,604</td></tr> </tbody> </table> <p>*See MOU for details</p> <p>2. Mandatory Employee Contributions: 1% employee contribution 100% immediate vesting</p> <p>3. Mandatory General Leave Conversion to RHS (see MOU: General Leave Plan)</p>	<u>Years of Service</u>	<u>Annual Contribution</u>	0-5	\$2,000	>5-10	\$2,500	>10-15	\$3,500	>15-20	\$4,000	>20-25	\$4,500	>25	\$5,000	0-10	N/A	>10-15	\$4,810 + \$2,000* = \$6,810	>15-20	\$5,408 + \$2,000* = \$7,408	>20-25	\$6,006 + \$2,000* = \$8,006	>25	\$6,604 + \$2,000* = \$8,604
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**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
As of July 24, 2022¹**

BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented)²	Police Management (PMA)	Police Officers (POA)
RETIREMENT: MissionSquare Retirement (ICMA-RC) 401(a) Money Purchase Plan: Annual EMPLOYER Contribution	\$1,200/year	\$650/year	\$1,200/year	\$2,000/year	\$2,600/year	\$2,600/year ² Does not include the Chief of Police. Chief of Police receives \$14,275 employer annual contribution to 457 Plan.	N/A	
RETIREMENT: MissionSquare Retirement (ICMA-RC) 401(a) Money Purchase Plan: Mandatory EMPLOYEE Contributions	N/A				Mandatory EMPLOYEE Contribution: \$300/month Irrevocable Individual Election: Contribute 1 - 100% of General Leave at separation to 401(a) plan	Mandatory EMPLOYEE Contribution: \$361.92 bi-weekly ² Does not include the Chief of Police	Mandatory EMPLOYEE Contribution for Captains and Lieutenants only: 1% base pay/bi-weekly	N/A
TUITION REIMBURSEMENT	Effective 8/1/2017, employer pays 100% of tuition and registration fees up to a maximum of \$2,500 per fiscal year (see Administrative Policy 77-1 "Tuition Refund Plan" and Personnel Rule 1404)							
CAREER DEVELOPMENT Annual EMPLOYER Contribution	N/A		\$700/year (See Admin. Policy 79-5)		Designated Division Managers: \$1,075/year Other Unit Employees: \$800/year (See Admin. Policy 79-5)	\$1,425/year	Police Captains: \$875/year Police Lieutenants/Sergeants: \$600/year	N/A

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VEHICLE ALLOWANCE	N/A				<table border="0"> <thead> <tr> <th>Title</th> <th>Monthly Allowance</th> </tr> </thead> <tbody> <tr><td>Administrative Services Director</td><td>\$500</td></tr> <tr><td>Arts and Recreation Director</td><td>\$500</td></tr> <tr><td>Assistant City Manager</td><td>\$500</td></tr> <tr><td>Asst. Public Works Director</td><td>\$300</td></tr> <tr><td>Chief Information Officer</td><td>\$300</td></tr> <tr><td>Chief of Police</td><td>n/a (City vehicle)</td></tr> <tr><td>City Clerk</td><td>\$500</td></tr> <tr><td>City Manager</td><td>\$500</td></tr> <tr><td>Communications and Community Relations Manager</td><td>\$500</td></tr> <tr><td>Community Development Director</td><td>\$500</td></tr> <tr><td>Deputy City Manager</td><td>\$300</td></tr> <tr><td>Finance Manager</td><td>\$300</td></tr> <tr><td>Human Resources Manager</td><td>\$300</td></tr> <tr><td>Public Works Director</td><td>\$500</td></tr> <tr><td>Public Works Manager</td><td>\$300</td></tr> </tbody> </table>	Title	Monthly Allowance	Administrative Services Director	\$500	Arts and Recreation Director	\$500	Assistant City Manager	\$500	Asst. Public Works Director	\$300	Chief Information Officer	\$300	Chief of Police	n/a (City vehicle)	City Clerk	\$500	City Manager	\$500	Communications and Community Relations Manager	\$500	Community Development Director	\$500	Deputy City Manager	\$300	Finance Manager	\$300	Human Resources Manager	\$300	Public Works Director	\$500	Public Works Manager	\$300	N/A	
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Public Works Director	\$500																																						
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UNIFORM ALLOWANCE	N/A	Police Services Officer (including Lead): \$600 annual allowance paid bi-weekly	N/A				\$1,013 annual allowance paid bi-weekly ² <i>² Also applies to the Chief of Police</i>	\$1,000 annual allowance paid bi-weekly																															
SPECIAL ASSIGNMENT PAY FOR SWORN EMPLOYEES	N/A					Captains, Lieutenants: N/A Sergeants: For applicable assignments (see MOU for assignments): 5% of base salary	For applicable assignments (see MOU for assignments): 5% of base salary																																
MASTER OFFICER PROGRAM	N/A						Senior Officer 3% of base pay Master Officer I 6% of base pay Master Officer II 9% of base pay																																
EDUCATIONAL INCENTIVE PAY	N/A					Captains and Lieutenants Master's Degree \$479.45 paid bi-weekly (= \$12,466/year) Sergeants Master's Degree \$479.45 paid bi-weekly (= \$12,466/year) OR Bachelor's Degree OR POST Advanced \$419.52 bi-weekly (= \$10,908/year)	Equivalent to 6.5% of base pay paid bi-weekly for Bachelor's degree OR POST Advanced Certificate																																

**City of Walnut Creek Benefits Summary for Regular, Full-Time Employees
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BENEFIT	General Employees (WCEA)	Civilian Police (Teamsters 856)	Confidential	Professional	General Management	Department Directors (Unrepresented)²	Police Management (PMA)	Police Officers (POA)
SHIFT DIFFERENTIAL	N/A	Police Dispatcher/ Assistant (including Lead): Graveyard Shifts 5% of base salary	N/A				Captains, Lieutenants: N/A Sergeants: Graveyard Shifts: 5% of base salary	Graveyard Shifts: 5% of base salary

¹ Note: This summary of benefits provided to full-time City of Walnut Creek employees is for informational purposes only. For primary source materials, please refer to the applicable bargaining unit agreement or resolution, summary plan descriptions, or contact the Human Resources Department. The information contained herein does not constitute either an expressed or implied contract.

² Chief of Police: Uniform allowance, holiday in-lieu pay, and dental insurance benefits are equal to those of Police Captains (Police Management). As a sworn employee, the Chief is covered under the safety CalPERS benefit formula.

RESOLUTION NO. 2023-04

**RESOLUTION OF
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
(RECYCLESMART) RECOGNIZING RENATA SOS
FOR HER LEADERSHIP AS CHAIR OF
THE CCCSWA BOARD OF DIRECTORS**

WHEREAS, Renata Sos served as Chair of the Board of Directors of the Central Contra Costa Solid Waste Authority (CCCSWA) from March 24, 2022 through March 23, 2023; and

WHEREAS, Renata Sos exercised proactive leadership during the transition and eighth year of the Republic Services Franchise Agreement for collection, transfer, transport, processing, diversion and disposal services; and the Mt. Diablo Recycling Franchise Agreement for recyclable materials transfer, transport, processing, and diversion services; and

WHEREAS, during Renata Sos's tenure as Board Chair, the CCCSWA successfully continued operations during the COVID-19 pandemic; continued working toward compliance with SB 1383 regulations, including the adoption of CCCSWA Ordinance 21-1, the Mandatory Organic Waste Disposal Reduction Ordinance, executing a Memorandum of Understanding with Contra Costa County for implementation, compliance and reporting of SB 1383 requirements, finding solutions for procurement, receiving an edible food recovery grant from CalRecycle and implementing the edible food recovery program, developing the route contamination monitoring protocol, educating the public and our member agencies about the new requirements, and providing new organics service to townhomes; managed and signed a two year Franchise extension contracts with the Board; continued customer awareness of the CCCSWA through successful education and outreach about waste reduction and recycling services and programs and continued the Clean Recycling outreach campaign; increased the agency's knowledge of potential areas for improvement; and maintained or enhanced many other innovative waste diversion programs, including the Schools Waste Reduction and Recycling Program, Construction and Demolition Debris Recycling, Home Composting, Reuse and Cleanup Days, and proper disposal of household hazardous waste materials including batteries, medical sharps and e-waste through curbside or drop-off programs in partnership with the Franchise service providers, and facilitated the search and hire of a new Senior Accountant and a new Executive Director.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Solid Waste Authority appreciates and wishes to commend and thank Renata Sos for her leadership, service, and accomplishments during her term as Chair of the CCCSWA Board of Directors, and for a job exceedingly well done.

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

AYES: Members: _____

NOES: Members: _____

ABSENT: Members: _____

Inga Miller, Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

APPROVED AS TO FORM:

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

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



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: INGA MILLER, BOARD CHAIR
DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 23, 2023

SUBJECT: ESTABLISHMENT OF AN AD HOC COMMITTEE(S) REGARDING
FRANCHISE PROCUREMENT STRATEGY

SUMMARY

The existing franchise agreements will expire on February 28, 2027. The process to draft new agreements and procure vendors for the services should begin in 2023. The Executive Director recommended two sequential ad hoc committees to oversee the process: 1) Franchise Design, and 2) Franchise Vendor Selection. Incoming Board Chair Miller has appointed members to each committee.

RECOMMENDED ACTION

1. Approve Appointments of Franchise Procurement Ad Hoc Committee assignments.

DISCUSSION

At the February 23, 2023 Board meeting and retreat, the Executive Director presented options for franchised services after the existing franchise agreements expire on February 28, 2027. He recommended that the process begin in 2023, based on the amount of time currently needed to purchase collection vehicles (12 – 24 months) and the typical timeline for similar processes. The Executive Director recommended the use of ad hoc committees during this process, as were used in the Authority's previous franchise process. The Executive Director recommends the use of two sequential ad hoc committees:

1. Franchise Design Committee

This committee would oversee the design of the new draft franchise agreement(s) and the procurement documents. Procurement documents would include an RFP(s) if a competitive process is selected, or a "mini RFP" document if sole source negotiations are selected. The "mini-RFP" would include services desired and proposal forms. The Franchise Design Committee would also recommend to the Board the procurement method (RFP or sole source) and timeline. The Franchise Design Committee's work would be concluded once the draft franchise agreement and procurement documents have been sent to the prospective vendor(s).

This committee would begin work in April, 2023 and conclude in approximately 6 - 9 months (October 2023 – January 2024).

2. Franchise Vendor Selection Committee

This committee would oversee the selection of the vendor(s) for the new franchise agreements. The Committee's work would begin when the prospective vendor(s) submit their proposals. The Committee would review staff's proposal evaluations and negotiated pricing and agreement terms. The Committee would recommend vendor selection, compensation, and agreement terms to the Board. This committee would begin work in sometime between January and March 2024 (assuming the vendors have 3 months to prepare their proposals) and conclude in approximately 9 months (October 2024 – January 2025).

Incoming Board Chair Miller conferred with outgoing Board Chair Sos and Executive Director Krueger to determine ad hoc committee assignments which will be announced at today's Board meeting.



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MARCH 23, 2023
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

Completed and Ongoing Activities in February and March 2023:

- At the request of staff, Republic developed a new Reuse & Cleanup Day dates lookup tool which is now on our website: www.recyclesmart.org/cleanup.
- Correction of an error in the February 23, 2023 staff report, Agenda Item 4c "Overview of Franchise Agreements and Procurements", Attachment A, page 1: "Mandatory Services: Customers in the incorporated cities/towns of our service area are not required to subscribe to collection services from the franchised collector and may choose to self-haul their materials to the appropriate facilities instead." The Unincorporated County has mandatory collection services, the other Member Agencies do not.
- Starting February 1, Republic began submitting an open route report to staff each day at 10:00 a.m., as required by the Second Amendment to their franchise agreement. This report specifies which routes were "open" (no driver and/or truck) at the beginning of the day, if any routes were

not completed at the end of the day, and when previous incomplete routes were finished. An example of an open route report is provided as an attachment to this month's staff report on Republic Collection Service Quality Metrics, Agenda Item 5c. Per the Second Amendment, staff is no longer assessing liquidated damages to Republic for incomplete routes.

- RecycleSmart Residential newsletter, winter edition, was mailed out to 65,000 single-family homes and over 15,000 multi-family homes with associated social media.
- On March 1, Republic provided staff with a complete set of up-to-date route maps. Staff will utilize these maps to perform spot checks in the field and verify that the routes are being completed as reported in the daily open route report.
- Staff meets with Republic Services bi-weekly and 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. The February/March meetings were focused on efforts to reduce missed/late pick-ups, outreach plans, and the new extension requirements.
- Staff has been working with Republic and Rossmoor staff to resolve recent complaints from Rossmoor regarding late pick-ups, overage charges, and billing.
- Staff is coordinating with Republic and Member Agency staff to respond to inquiries about the new commercial and multi-family bin push charges that were approved with the Rate Year 9 rates and went into effect on March 1st. Republic notified all affected customers prior to March 1st. Bin pushes of 25 feet or less are provided at no additional charge. Customers can avoid the new charges for bin pushes in excess of 25' by either pushing out the bins themselves or hiring a third party to push them.
- Monthly Member Agency liaison meetings were held on February 9 and March 9. At the February meeting, discussion topics included the contract extension with Republic Services, the Board Retreat, the Walnut Creek Sustainability Action Plan, Contra Costa Fruit Rescue and member agency community events. At the March meeting, discussion topics will include education and outreach reminders, CalRecycle grant transfer updates and initial preparation for the April annual meeting with our CalRecycle staff liaison about SB 1383. After each meeting, RecycleSmart provides follow-up meeting minutes and requests them to be circulated to appropriate Member Agency staff.
- On February 27, Staff toured the EBMUD facility in Oakland. The Authority's current contract with EBMUD for anaerobic digestion ("Food-to-Energy") of commercial food scraps expires 2/28/2025. The tour presented an opportunity for the new Executive Director to meet EBMUD staff and for both agencies to discuss the future of the program and the potential for a new contract. EBMUD has requested a significant increase in compensation, stating that their current compensation for the program does not recover their associated costs. Staff is not aware of any alternative anaerobic digestion facilities within a reasonable distance of our service area. Staff is investigating options for commercial food scrap diversion after 2/28/2025, including: 1) Negotiating a new short-term contract with EBMUD that would end at the same time as the contracts with Republic and MDR (2/28/2027); 2) Negotiating a new long-term (10+ year)

contract with EBMUD; or 3) Transferring commercial food scraps to a composting facility instead of EBMUD, as is the current practice for all residential organics and some commercial organics accounts. Staff will bring more information to the Board related to the commercial Food-to-Energy program in the next few months so that any changes can be incorporated into the next rate application which is due to the agency August 1st. The program has a negligible (< 0.5%) rate impact.

- Staff has implemented the Electronic Signature Policy approved at the January 26, 2023 Board meeting and is now utilizing AdobeSign to approve timesheets and payroll, pay invoices, and sign contracts.
- [Contra Costa Fruit Rescue](#) is a new organization serving Contra Costa County. Property owners can register their fruit trees at no cost with this gleaning organization so that excess fruit can be collected and distributed – through White Pony Express – to food insecure populations.
- There are new reverse vending machines in the RecycleSmart service area. The CVS stores in Danville (San Ramon Valley Road) and Walnut Creek (Bancroft Road) have installed reverse vending machines to accept California Redemption Value (CRV) cans and bottles and provide the redemption.
- On February 17, Staff issued an RFP for the development and implementation of the Schools Education, Waste Reduction, and Recycling Program. The current vendor’s contract expires 6/30/2023 and the new contract will be for 3-5 years. Proposals are due April 10 and staff will bring a recommendation to the May 25 Board meeting.
- Staff meets with the Schools programs contractor monthly; recent discussion topics included the RFP issuance, a meeting with Sodexo representatives and a parent representative from Lamorinda schools to discuss the implementation of reusables at the schools, high school intern outreach to middle schools, assemblies, the Sustainable Contra Costa Lamorinda Zero Waste challenge, and end of year planning.
- Sustainable Contra Costa will run a 6-week Lamorinda Zero Waste Challenge public engagement campaign to encourage residents to take several Zero Waste Actions. As part of the event, and with assistance from Republic Services, Sustainable Contra Costa will coordinate the following three events:
 1. March 28th: Zero Waste Challenge Kickoff Event at the Lafayette Library (key topics: waste reduction and home electrification)
 2. April 23rd: Bike Fixit Clinic at the Lafayette Earth Day event
 3. April 29th: Clothing Swap/Repair Clinic at the Moraga Community Faire

The clinics are being piloted as an alternative to the citywide garage sales that used to take place in the RecycleSmart service area.

Upcoming RecycleSmart Events:

1. April 1: Vermicomposting and Bin Building Workshop. Residents can register at www.recyclesmart.org/workshops.
2. April 22: Danville/County/Walnut Creek annual compost giveaway event. Registration coming soon.
3. May 6: Lamorinda annual compost giveaway event. Registration coming soon.

SB 1383 Completed and Ongoing Activities in February and March 2023:

- At the County’s request, staff of both agencies negotiated a MOU to clarify roles and responsibilities related to SB 1383 compliance and enforcement in the unincorporated portions of the County that are within the RecycleSmart service area. The MOU describes the amount of funds available from the County from the one-time SB 1383 Local Assistance Grant Program funds from CalRecycle that will come to our agency and the approved uses of the funds. The MOU has been fully executed.
- There are currently 17 multi-family dwelling complexes and 456 commercial accounts that do not have organics collection service. Republic has identified these customers as potentially being eligible for waivers from organics service due to: a) insufficient of organics in their waste, or b) inadequate space for collection carts, or c) recycling of their organics through self-haul or some other alternative means. Staff is in the process of reviewing each of these accounts and making a determination as to whether or not a SB 1393 waiver should be granted. Those accounts that do not receive a waiver will receive organics collection service. RecycleSmart is required to report annually to CalRecycle the number and type of waivers granted.
- As follow up to “Tier 1” Commercial Edible Food Generator inspections by Contra Costa Health Services, Staff is mailing each generator a compliance status notification letter, including the CCHS report as an attachment and providing additional food donation outreach and education. Tier 1 generators include grocery stores, supermarkets, wholesale vendors and distributors.

Staff participated in or attended the following meetings/events in February and March 2023:

- Lafayette Environmental Task Force meeting, February 9 and March 9
- Bay Area Recycling Outreach Coalition (BayROC) meeting, February 14 and March 14
- SB 1383 Chat with CalRecycle meeting, February 15
- CPSC Policy and Education Monthly Meeting, February 16
- Bay Area Edible Food Recovery Network meeting, February 21
- Walnut Creek State of the City, February 22
- Moraga Chamber event, February 28
- CalRecycle SB 54 Informational webinar, February 28
- Lafayette Chamber Green Committee meeting, March 1
- Walnut Creek Chamber East Bay Women’s Conference, March 7
- Moraga Liaison Meeting, March 10
- California Organics Recycling Council meeting, March 10
- Zero Waste Now Regional Local Government Round Table, March 10

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- Northern California Recycle Assoc. (NCRA) Zero Food Waste Committee meeting, March 10
- California Resource Recovery Association (CRRA) C&D Technical Council meeting, March 13
- Orinda Mayors Community meeting, March 14
- Danville State of the Town Address, March 15
- US Conference of Mayors Municipal Waste Management Association Executive Committee meeting, March 16
- Lafayette Chamber Coffee with the Mayor event, March 24
- NCRA Recycling Update, March 28



Future Agenda Items

TYPE	BOARD MEETING: 04/27/2023
C	Approve 03/23/2023 Minutes
C	Approve 2023 Legislative Bills
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics

TYPE	BOARD MEETING: 5/25/2023
C	Approve 04/27/2023 Minutes
A	2024 Operations and Reuse Budgets
A	Schools Program Request for Proposal
A	RecycleSmart Newsletter Request for Proposal
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics
P	2022-23 Schools Program Scholarships

TYPE	BOARD MEETING: 06/22/2023
C	Approve 05/25/2023 Minutes
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics
P	2022-23 Annual Schools Program Report

TYPE

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



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
 JENNIFER FAUGHT, CONTRACT COMPLIANCE SPECIALIST
DATE: MARCH 23, 2023
SUBJECT: REPUBLIC'S COLLECTION SERVICE QUALITY METRICS

SUMMARY

This report tracks Republic Services progress in meeting the service quality metrics and other new requirements of the Second Amendment to their franchise agreement.

RECOMMENDED ACTION

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

DISCUSSION

The Second Amendment to the franchise agreement with Republic Services (“Second Amendment”) requires Republic to meet a “service quality metric” as a condition of receiving the Rate Year 10 special rate adjustment of \$1,915,511. To satisfy this requirement, Republic must have experienced a monthly average of 1,750 or fewer service calls between January 1 and July 31, and a monthly average of 1,500 or fewer service calls between January 1 and December 31, this year. A service call is generally defined in the Second Amendment as a residential call for a missed pickup. Republic tracks these calls in the monthly reports they provide to RecycleSmart. The service quality metric must be met in future years as a condition of special rate adjustments in those years as well.

The Second Amendment also gives RecycleSmart the ability to audit the measurement and tracking of the service quality metric if either: a) RecycleSmart or its member agencies receive twenty or more credible calls for missed collection in any month, or b) Republic has five or more open routes per week on average per month.

As mentioned above, residential service calls are provided in the reports that Republic submits monthly. RecycleSmart also has historically tracked customer calls for missed collections and is continuing to do so. Starting February 1, Republic began submitting an open route report to staff each day at 10:00 a.m., as required by the Second Amendment. This report specifies which routes were “open” (no driver and/or truck) at the beginning of the day, and the status of yesterday’s routes at the end of the day. An example of an open route report is provided as Attachment A.

On March 1, Republic provided staff with a complete set of up-to-date route maps. Staff will utilize these maps to perform spot checks in the field and verify the routes are being completed as reported in the daily open route report.

Staff is monitoring all the above metrics and will provide an informational report at each Board Meeting in 2023 documenting performance. Staff will also be evaluating whether these metrics accurately reflect our ratepayers’ experience, and whether they adequately incentivize service improvements.

For January and February, the metrics are as follows:

Metric	Jan. – Feb. 2023 Result	Limit
Average Service Calls Per Month (to Republic)	January = 1,563 February = not yet available	1,750 for January – July 1,500 for January - December
Missed Collection Calls Received by RecycleSmart and Member Agencies	January = 17 February =51	19 per month

In addition to the service metrics above, the amendment contains the following new requirements:

Requirement	Due Date	Status
Allow staff access to Recyclist software	1/1/2023	Complete
Provide daily open route reports	3/1/2023	Started 2/1/2023
Provide customer credits for missed collections	3/1/2023	Started 3/1/2023
Hire 1 additional Recycling Coordinator	3/1/2023	Complete
Begin transferring all C&D to Newby Island for processing	3/1/2023	Complete
Equip all residential trucks with the RISE route management software system	12/31/2023	Will be implementing later this year
Hire 1 additional route supervisor	3/1/2024	Will be hired later this year
Hire 1 additional operations manager	3/1/2024	Complete
Hire 1 additional customer care manager	3/1/2024	In hiring process
Hire 1 additional dispatcher	3/1/2024	Position posted
Hire 5 additional pool drivers	3/1/2024	1 hired
Hire 4 additional customer service representatives	3/1/2024	Complete
Have sufficient back-up rental vehicles for hard-to-serve routes	3/1/2024	On-going. Rented 2 additional trucks for hard-to-service routes
Provide on-going technician training	3/1/2024	On-going

ATTACHMENTS

- A. Example Open Route Report
- B. December 8, 2022 Staff Report
- C. Second Amendment to Agreement Between Central Contra Costa Solid Waste Authority and Allied Waste Systems, Inc. for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (not including attachments)

Open Route Report

Original Service Day	Route #	Commodity	Type	Primary or Pool Driver	Start Route Time	Complete Route	Notes
Friday	251	Recycle	Resi	Pool	Delayed	Completed	Late truck break down. 20% was left over. This was completed on Saturday 03/04
Friday	841	Landfill	Resi	Pool	Delayed	Completed	Will be split between multiple drivers. Expected to be completed Friday.
Friday	246	Recycle	Resi	Pool	Delayed	Completed	Will be split between multiple drivers. Expected to be completed Friday.
Friday	546	Organics	Resi	Pool	Delayed	Completed	Will be split between multiple drivers. Expected to be completed Friday.
Thursday	N/A	N/A	Resi	N/A	None	Completed	No routes that are open. All routes expected to finish today.
Wednesday	261	Recycle	Resi	Pool	Delayed	Completed	Split between multiple drivers, completed on time Wednesday.
Tuesday	261	Recycle	Resi	Primary	Delayed	Completed	Unable to cover Tuesday, Truck issues. Will be completed by end of day 03/01 Wednesday.
Tuesday	547	Organics	Resi	Pool	Delayed	Completed	Split between multiple drivers, completed on time Tuesday.
Monday	841	Landfill	Resi	Pool	Delayed	50% Completed	Unfinished part will be completed Tuesday.
Monday	244	Recycle	Resi	Pool	Delayed	90% Completed	New driver first day on his own. Unfinished part will be completed Tuesday.
Monday	843	Landfill	Resi	Pool	Delayed	90% Completed	Truck break down. Unfinished part will be completed Tuesday.
Monday	260	Recycle	Resi	Pool	Delayed	0% Completed	Unable to cover Mon, Truck issues. Will be completed Tuesday



Central Contra Costa Solid Waste Authority

Agenda Report

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

SUMMARY

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

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

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

RECOMMENDED ACTION

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

DISCUSSION

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

service quality had improved adequately.

Performance Metrics

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

Year	Month	MPUs	Year	Month	MPUs	
2018	May	1,251	2021	February	1,214	
	June	1,461		March	1,483	
	July	1,163		April	2,128	
	August	1,684		May	2,296	
	September	1,321		June	1,968	
	October	1,713		July	2,248	
	November	1,658		August	2,653	
	December	1,783		September	2,547	
	2019	January		1,574	October	2,257
		February		976	November	1,943
March		1,200	December	1,468		
April		1,582	2022	January	1,506	
May		1,408		February	1,362	
June		1,125		March	1,486	
July		1,172		April	1,315	
August		1,591		May	1,818	
September		1,821		June	2,215	
October		1,816		July	1,873	
November		1,956		August	2,038	
December		1,390		September	2,108	
Monthly Average		1,482	Monthly Average		1,896	

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

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

risks associated with self-reporting. This information is available to the Authority upon request and the Authority has rights to audit that are provided for in the current franchise agreement confirmed in the second amendment.

Transparency Related to Open Routes

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

New Push Rates

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

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

ATTACHMENTS

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

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

This Second Amendment to Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the "Second Amendment") is entered into on the 8th day of December, 2022 ("Effective Date") by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority ("CCCSWA"), and Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County ("Contractor") (individually, a "Party" and collectively, the "Parties").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

Extension of Term

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

4.1 Term

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

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

Rate Year 9

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

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

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

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

6. CCCSWA approves and adopts the maximum miscellaneous rates as set forth in Attachment B, effective March 1, 2023 (commencement date of RY9).

7. Section 8.4.A of the Agreement is amended to add the following new text at the conclusion of the paragraph:

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

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

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

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

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

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

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

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

6.1.11 Covered C&D Material Transport and Processing

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

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

7.3.J Credits for Missed Collections

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

Rate Year 10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.I Technician Training

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

Rate Year 11

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

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

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

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

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

Rate Year 12

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

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

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

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

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

Depreciation and Interest

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

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

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

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

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

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

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

Implementation

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

Resolution of Disputes

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

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

Continued Applicability of Guaranty

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

Other Provisions

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

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

Central Contra Costa Solid Waste Authority, a Joint Powers Authority

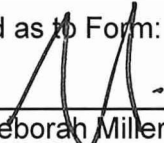
Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County

By: 

Renata Sos
CCCSWA Board Chairperson

By: 

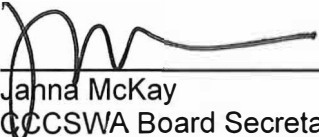
Kevin DiVenanzo
Area President

Approved as to Form:
By: 

Deborah Miller
CCCSWA Legal Counsel

Approved as to Form:
By: 

Scott W. Gordon
Contractor Legal Counsel

Attest:
By: 

Janna McKay
CCCSWA Board Secretary