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**BOARD OF DIRECTORS REGULAR MEETING**

**AGENDA**

**JANUARY 25, 2024 – 3:00 P.M.**

Walnut Creek City Hall, 3<sup>rd</sup> 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**

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

**3. CONSENT ITEMS**

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

- a. Approve Minutes of the CCCSWA Board Meeting on December 14, 2023\*
- b. Approve three-year Provider Services Agreements for Print Management, Postage and Mailing Services for RecycleSmart Outreach Materials\*

**4. BOARD MEMBERS AND RECYCLESMART STAFF COMMUNICATION WITH POTENTIAL PROPOSERS**

**5. FAREWELL TO VICE CHAIR AND BOARD MEMBER TERESA GERRINGER**

## 6. ACTION ITEMS

- a. Vice Chair Appointment  
Elect Board Member Gina Dawson as Vice Chair through March 28, 2024.
- b. Proclamation for Timothy Argenti, Republic Services\*  
Adopt Proclamation for Timothy Argenti for his years of service.
- c. Establishment of an Ad Hoc Committee Regarding Franchise Vendor Selection\*  
Approve Appointments of Franchise Vendor Selection Ad Hoc Committee assignments.
- d. Solid Waste Collection Maximum Rates for Rate Year 10\*  
Adopt Resolution 2024-01, Adopting Maximum Rates for Solid Waste Services for Rate Year 10 (March 1, 2024 through February 28, 2025).

## 7. INFORMATION ITEMS

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

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

## 8. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

## 9. ADJOURNMENT

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

### ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA

Persons wishing to speak on PUBLIC HEARINGS and OTHER MATTERS listed on the agenda will be heard when the Chair calls for comments from the audience, except on public hearing items previously heard and closed to public comment. The Chair may specify the number of minutes each person will be permitted to speak based on the number of persons wishing to speak and the time available. After the public has commented, the item is closed to further public comment and brought to the Board for discussion and action. There is no further comment permitted from the audience unless invited by the Board.

### ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA

In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to the Secretary to the Authority at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.

### AMERICANS WITH DISABILITIES ACT

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact the Board Secretary of the Authority at least 48 hours in advance of the meeting at (925) 906-1801.

**SPECIAL BOARD MEETING OF THE  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
HELD ON DECEMBER 14, 2023**

The Special Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened in the Garden Room at the Wilder Art & Garden Center, 20 Orinda Fields Lane, Orinda, Contra Costa County, State of California, on December 14, 2023. Chair Inga Miller called the meeting to order at 1:30 P.M.

PRESENT: Board Members: Candace Andersen  
Newell Arnerich  
Gina Dawson  
Teresa Gerringier, Vice Chair  
Kerry Hillis  
Inga Miller, Chair  
Janet Riley  
Cindy Silva  
Renata Sos

ABSENT: Board Members: Ken Carlson  
Matt Francois  
Renee Morgan

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

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

Board Member Silva 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 October 26, 2023
- b. Approve Three-Year Provider Services Agreements for Print Management, Postage and Mailing Services for RecycleSmart Outreach Materials  
**[REMOVED FOR DISCUSSION]**
- c. Adopt Resolution No. 2023-06, Updating the Authorized Signers on the Local Agency Investment Fund (LAIF)
- d. Approve 2024 CCCSWA Board of Directors Meeting Schedule

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

Board Member Silva requested the removal of Item b. from Consent.

MOTION by Board Member Hillis to approve Consent Items a, c and d, as submitted. SECOND by Board Member Sos.

MOTION PASSED unanimously by a voice vote.

The following item was removed from Consent for discussion.

Approve Three-Year Provider Services Agreements for Print Management, Postage and Mailing Services for RecycleSmart Outreach Materials

Board Member Silva asked why up to \$500,000 in the recyclables was being allocated per year for each of the two consulting contracts; since one of the vendors was in Sacramento she asked where the mail would be dropped given that would affect the cost; and in one of the estimates the cost of mailing for the various brochures and postcards would be \$.90 per piece while the regular newsletters would be less.

Executive Director David Krueger explained that while the newsletter would cost about \$500,000, it would not cost \$1 million, and the language could be rephrased.

Janna McKay, Executive Assistant/Secretary to the Board, advised that the mailing would be from Sacramento, and she would have to ask the vendor to identify the cost of mailing from Sacramento County as opposed to Contra Costa County.

Executive Director Krueger stated the item could be deferred to the January meeting to allow a response to all of the questions.

MOTION by Board Member Arnerich to continue the approval of the three-year Provider Services Agreements for print management, postage, and mailing services for RecycleSmart outreach materials to the January meeting. SECOND by Board Member Sos.

MOTION PASSED unanimously by a voice vote.

**4. BOARD MEMBERS AND RECYCLESMART STAFF COMMUNICATION WITH POTENTIAL PROPOSERS**

Executive Director Krueger reported that staff had issued RFPs to Republic Services and Mt. Diablo Resource Recovery (MDRR) about transfer and disposal services., Therefore, per the Process Integrity Policy adopted by the Board, all future communications with potential proposers for any services in the franchise procurement process need to go through staff. He recommended that the Board direct any potential proposers wishing to discuss the procurement to contact staff using the email [RFP2024@recyclesmart.org](mailto:RFP2024@recyclesmart.org).

**PRESENTATIONS**

- a. Diversion Goals and Metrics  
David Krueger, Executive Director, RecycleSmart

Executive Director Krueger advised that the agency currently had a 75 percent diversion goal, consistent with the statewide goal, and that agency diversion rates had fluctuated between 60 and 65 percent over the last several years. He identified several other ways to measure diversion performance. He described the metric used by CalRecycle to measure compliance with the AB 939 required 50 percent diversion, expressed by pounds per person per day disposed, compared with actual disposal based on estimated generation from 2007, which had been based on disposal from a number of sources. He explained that the CalRecycle disposal data included 30 percent more disposal from self-haul and that that was outside RecycleSmart’s control. Mr. Krueger described the weaknesses of that method, responded to questions and described the effect of that 30 percent factor, which was offset by other factors. He identified the source of the data used and identified the state mandated diversion goals for local jurisdictions. He also explained that a 50 percent diversion had to be met, there could be no more than 4.7 pounds per resident per day disposed, and he described the use of the CalRecycle Diversion Calculation Method. He added that RecycleSmart had far exceeded those requirements.

He also reported that on average 25 to 30 percent of what had been placed in the recycling in the service area had to be thrown away either because it had been placed incorrectly in the first place or because it contaminated the recyclables. He presented the concept of a capture rate analysis.,

As to the practical consequence of changing the number or method, Mr. Krueger identified areas where there could be an improvement, such as improving sorting to increase the capture rate. He noted that, overall, the goal was to get things in the right containers and reduce the use of landfills.

The Board of Directors discussed whether the goal or method of measurement of the goal needed to be changed and whether there was a problem, with the understanding that there was a problem with recycling and what was being put into the containers. Correct sorting, proper disposal, and how to reduce solid waste were noted as important issues to address.

MICHAEL GROSS, Green Waste, San Jose, noted the potential for discarded material that could be considered for mixed-waste processing or composting. He suggested the data from jurisdictions that actually did that process could identify the impact and he expressed a willingness to gather that data for RecycleSmart.

As part of the retreat, Board Members were asked to pick one goal of three identified as Aspirational Goal/Zero Waste, 75 Percent Diversion, or 50 Percent Diversion. The same exercise was pursued with four metrics. At the end of voting, the following votes for goals were recorded: Aspirational Goal/Zero Waste (1); 75 Percent Diversion (8); and 50 Percent Diversion (0). The following votes for metrics were recorded: a “waste sorting” measurement that could determine the percentage of materials placed in the correct or incorrect container (6); an overall generation reduction measurement that would aim to reduce all materials by a number of tons per year (7); a disposal reduction measurement that would aim to reduce just black cart/landfill materials by a number of tons per year (7); and a measurement of overall diversion, or the percentage of all waste diverted from landfills (1).

Mr. Krueger reported that the exercise related to the goals clearly identified the Board's preference for a goal of a 75 percent diversion while the preference for a metric was to reduce the garbage in the black can, reduce the whole pie, and ensure correct sorting. Some members of the Board described why they had voted the way they had.

**b. Recyclable Materials Policy Considerations**  
Jen Faught, Contract Compliance Specialist, RecycleSmart

Jen Faught, Contract Compliance Specialist, presented considerations related to designing the Post-Collection Request for Proposal (RFP) for Recyclables Processing. One of the main aspects would be the list of acceptable recyclables, where the recyclables would be shipped after processing, and whether the Board or ratepayers would be willing to pay more for recyclable items or for shipping to other locations. She noted the list of recyclables was public facing, and for the most part the public did not understand how recycling worked in that many of the items placed in recycling did not have a market to be recycled, and recycling professionals also differed on the items that should be on the list, which she commented had become "competitive."

Ms. Faught presented some examples of recyclable lists from surrounding jurisdictions and noted that the lists from most jurisdictions differed from one another. She referred to MDRR's green, yellow, and red guidance about what could and could not be recycled, and which materials were only sometimes recyclable. She also identified specific items of concern and identified what was and what was not recyclable through RecycleSmart. A number of issues involved with recycling were also identified such as misidentification of "recyclables." She clarified that most things were recyclable at a cost but differed by jurisdiction. She also noted that SB54 could solve many of those problems, and that it applies only to packaging and single-use foodware. She described some of the small clarifications that had to be made to the list such as cartons, which were no longer being accepted, and scrap metal, that had been clarified as small household metal items. There was no desire to change the list and confuse people and no desire to have the public lose faith in the recyclable process, especially since the recyclables list would be identified annually. She also noted that by 2032, all single-use packaging had to be recyclable or compostable in California.

Ms. Faught reported that the Statewide Recycling Commission had come up with a list of 15 items in four categories that would be readily recyclable in California; paper, glass, metal and #1 PET plastic bottles and #2 HDPE plastic bottles and jugs, although there were details in those categories that had to be considered to properly identify what was actually recyclable. She explained that the issue would be brought to the next ad hoc committee meeting for discussion as to what RecycleSmart wanted to do, such as using SB 54 as a base list with potential add-ons.

The Board wanted to make sure that the bid process utilized a base bid with potential defined and solicited add-on alternates that the operator wanted to provide on their own as value added. Ms. Faught wanted to make sure that any add-ons would actually be recycled on a regular basis.

Mr. Krueger asked the Board about the issues identified with respect to the recyclables list and what the Board preferred, whether the Board wanted staff to use the current list or change it, whether the Board wanted a big list or a smaller targeted list, which approach would be the least confusing to the public, and whether or not there would be a willingness to pay more for add-ons.

Board Members wanted to make sure that the recyclables list included what was actually practical to recycle, supported special collections where appropriate, promoted ease of use, wanted to ensure the marketability of recyclables over the long term, and while some members of the Board supported a short list, others suggested that a larger list would allow more materials to be recycled.

Concerns were expressed that allowing more materials in the recycling container could result in the contamination of otherwise contamination-free material. Other comments supported additional alternates to help meet the 75 percent diversion goal, supported what was best for the environment, asked about the metrics of the actual sorting from the black bins, and referred to issues related to cross-boundaries and life cycle costs.

Ms. Faught explained that most recyclables collected in California were sold to international markets, not all to Asia but much to Asia because a lot of U.S. manufacturing had now gone to other countries for anything that needed to use recyclables as part of their manufacturing process. Given the close proximity of the Port of Oakland, she explained it could be cheaper and easier to ship materials to Asian destinations than to domestic destinations. Concerns had arisen about the fate of recyclables shipped abroad. AB 881 passed a few years ago stated that shipping of mixed plastic bales that did not contain the desirable plastics would not count as diversion and would instead count as disposal. She suggested that would not likely affect RecycleSmart's numbers but was evidence of legislative concern about this issue.

Ms. Faught described the City of Palo Alto's unsuccessful attempts to identify where recyclables had gone internationally, with Palo Alto's desire to keep their recyclables more domestic, subject to an additional cost to ratepayers of \$2.79 a month. She asked if that was something the Board was interested in looking into for RecycleSmart.

A comment was made that if moving to the domestic use of recyclables, it would cost ratepayers more and it would have to be carefully explained. There was a need to understand what the customer wanted to pay for, a determination as to whether that would work out, and a need to use real data.

JIM NEJEDLY, MDRR, spoke to the status of the current markets for recyclables.

- c. 2024 Priorities, Planning and Programs  
David Krueger, Executive Director, RecycleSmart  
Judith Silver, Senior Program Manager, RecycleSmart

Executive Director Krueger identified some of the priority projects for 2024, which included a new franchise procurement, SB 1383 enforcement, a refuse vehicle impact fee, and could include potentially an agency-wide foodware ordinance, and a lobbyist. Potential SB 1383 local assistance grant-funded projects/pilots presented for the Board's input would then be forwarded to the Finance Committee as part of the budget to decide what to do with the grant funding.

With respect to the franchise, Mr. Krueger identified the types of procurement involved, which would include sole source negotiations with Republic Services on disposal and concurrent negotiations with MDRR and Republic on transfer of materials, the Post-Collection Services RFP, sole source discussions with MDRR about clean-up days, and a Competitive Collection Services RFP.

Mr. Krueger identified the target dates in 2024 to award Disposal and Transfer Agreements on March 28; issue the Post-Collection Services RFP on March 29; Post-Collection proposals due on June 1, award the Post-Collection Agreements on October 24, award the Reuse and Clean-Up Agreement on October 24; and issue a Collection Services RFP on October 25.

Mr. Krueger identified significant potential program changes that would be determined in this procurement process: 1) What recyclables to accept in the new contract 2) Enhancements to the reuse and clean-up day program (add large items such as appliances and mattresses, include multifamily dwellings, consider same day collection for reuse and clean-up, add a reuse component to the on-call clean-up); 3) Address the state mandate about Zero Emission Vehicles (ZEVs); 4) Consider new carts and bins; 5) Determine how to share recyclables revenue with the processors; 6), Identify who would pay contractors: and 7) Determine how best to collect extra recyclables and yard trimmings.

Judith Silver, Senior Program Manager, spoke to SB 1383 enforcement and noted that in 2022-2023, RecycleSmart had developed outreach and education about what would be coming in 2024, set up annual Tier 1 and Tier 2 edible food generator inspections; annual route reviews; annual desktop review of collection services to account for multifamily, commercial and single-family generators; and tracking and reporting everything around compliance. She identified the necessary ordinances that had been adopted to allow RecycleSmart the right to enforce, issue a violation and assess a fine. She noted that issuing violations and assessing fines was not expected often but everything was in place to do what needed to be done.

Mr. Krueger spoke to the need to conduct studies to determine how much damage refuse vehicles did to the roads, and then consider a refuse vehicle impact fee, which would be done for all member agencies (except the County). He reported that a number of California agencies were passing ordinances to discourage the use of disposable foodware, which could also be done by RecycleSmart for the entire service area, or at the member agency level. Lafayette is considering their own ordinance to discourage the use of disposable foodware. He offered examples about how that would be done and the potential requirements involved.

On the discussion, the Board recommended that the issues related to disposable foodware be re-evaluated to ensure it would not become a disincentive to member agency businesses. The many factors involved such as staff to wash dishes, storage capacity, dishwashing capacity, equipment and machinery and the difficulties involved with individual businesses were identified as issues that would make this difficult to pursue. It was emphasized that the use of disposable foodware was actually a statewide issue. As a result, there was no interest or desire by the Board to pursue an agency-wide ordinance related to disposable foodware at this time.

Mr. Krueger referred to the Legislative Committee that reviewed proposed bills and sent support letters and stated that all member agencies were supported by CalCities and their lobbying efforts, but other solid waste JPAs had actually hired their own lobbyists. He asked whether the Board had any interest in doing that. z Other JPAs spend between \$52,000 and \$72,000 a year.. If there was a desire to pursue a lobbyist or contribute to the services of a lobbyist this could be brought to the Legislative Committee for further discussion. At a minimum there was not a desire to spend the amount that the other JPAs spend.



TIM ARGENTI, Republic Services, noted that the bigger garbage companies employed lobbyists full-time in Sacramento.

Comments from the Board recommended first meeting with a law makers face-to-face as opposed to going out into what was a limited marketplace for a lobbyist. The California Legislature was pro-environment, the Board recognized the bigger risk that the Legislature was moving in a direction that was too aggressive where the agencies would not be able to comply.

There were other comments that Lobby Day would be a good idea, and there would have to be a clear argument to the ratepayers as to why a lobbyist was necessary. There was also a suggestion that each member agency could share their legislative agendas and resources.

Ms. Silver identified \$470,000 available in grant funding for SB 1383-related costs, and reported that \$185,000 of that amount had been earmarked for very specific things such as annual route monitoring in 2025/26, and contracting with the Contra Costa County Health Services Division for edible food generator inspections, which left \$277,000 in funding for other options. She identified the options recommended for the remaining one-time monies could include an offset of existing salaries at \$277,874, a waste characterization study at around \$150,000, compost hub(s) at \$20,000 each, a multifamily dehydrator pilot at \$30,000, technical assistance for Tier 1 and Tier 2 edible food generators at \$50,000, internal container support at \$15,000, and a vehicle for a food recovery organization at \$60,000. She stated the money would not be lost if not used. She described each option in detail.

The Board expressed a desire to fund the Waste Characterization Study at \$150,000.

There was a suggestion from the Board to encourage concierge trash services in multifamily, and a recommendation to pilot multiple options across different complexes to see which one got the best result, and emphasized the importance of signage with internal containers.

Ms. Silver asked the Board to vote on preferences, with three votes per Board Member, for the use of the grant funding. The Board went into an open discussion of the options. At the end of the voting, the following results were recorded: offset existing salaries (0); waste characterization study (11); compost hubs (6); food scrap dehydrator pilot (0); technical assistance for edible food generators (5); internal containers for municipal/county buildings (2); vehicle for food recovery organization (1). After voting there was further discussion and the options for compost hubs and internal containers were removed from consideration as they could be funded by the individual member agencies.

Member of the public in attendance included Tim Argenti of Republic Services, Jim Nejedly of MDRR, Michael Gross of GreenWaste Recovery, Derek Nelson of Recology, and Ryan Craig of Waste Management.

## **5. BOARD COMMUNICATIONS AND ANNOUNCEMENTS**

**6. ADJOURNMENT**

The Board adjourned at approximately 5:08 P.M. to the regular meeting scheduled for Thursday, January 25, 2024 at 3:00 P.M. in the Walnut Creek Offices at Walnut Creek City Hall.

Respectfully submitted by:

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



Central Contra Costa Solid Waste Authority

# Agenda Report

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
 JANNA MCKAY, BOARD SECRETARY  
**DATE:** JANUARY 25, 2024  
**SUBJECT:** PRINT MANAGEMENT, POSTAGE AND MAILING SERVICES FOR  
 RECYCLESMART'S OUTREACH MATERIALS

## SUMMARY

RecycleSmart uses a variety of outreach methods to engage with residents, businesses, multifamily properties, and schools. RecycleSmart has provided a quarterly print newsletter to single-family homes since 1996 and multifamily tenants since 2016. At its meeting on July 27, 2023, the Board approved an agreement with MIG, Inc. (MIG) to continue working with staff to design four single-family newsletters and four multifamily newsletters per year. In previous years, printing and mailing services were all handled by MIG, which subcontracted that work. Based on the original design and printing proposal from MIG and preliminary cost estimates from printing companies, staff determined that it was more cost effective to contract separately for outreach material design and the printing and mailing services. The current agreement with MIG is for design services only.

On August 14, 2023, RecycleSmart issued a Request for Proposals for printing and mailing services for all the outreach materials that are sent to single-family homes, multifamily units, businesses, and schools throughout the year.

Due to the various types of outreach material sent to customers, it is necessary to have a list of approved vendors to handle all the services of printing, separating, folding, inserting, and delivering to the U.S. Post Office.

## RECOMMENDED ACTION

1. Approve a three-year Provider Services Agreement with Calitho at a not-to-exceed cost of \$500,000 per year, and approve a three-year Provider Services Agreement with Commerce Printing Services at a not-to-exceed cost of \$150,000 per year, for printing, postage, and mailing services for all RecycleSmart's outreach programs, effective 01/25/2024 through 12/31/2026, with the option of two (1) one-year extensions.

## **DISCUSSION**

A Request for Proposal (RFP) was issued August 14, 2023, for the residential newsletter print management, postage, and mailing services as well as print, mailing and promotional services for special projects which could include postcards, brochures, service guides, cart tags, signage, envelopes, promotional materials, and various special projects throughout the year.

The intent of this RFP was to obtain the services of qualified vendors to provide printing and mailing services for RecycleSmart outreach materials including RecycleSmart's residential newsletter, up to eight mailings annually, to both single-family (approximately 67,000 addresses) and multifamily (approximately 14,000 addresses) residents.

Two companies submitted proposals, and staff is recommending using both vendors for various printing and mailing services, as needed.

**Calitho** was the vendor used by MIG, who has been printing and mailing the RecycleSmart newsletters since 2016. They submitted their cost forms for the following:

- Printing and mailing for the single-family newsletter at \$57,333 per issue/ \$229,332 annually.
- Printing and mailing for the multifamily newsletter at \$10,882 per issue/ \$43,528 annually.

Staff is recommending Calitho as the primary printing and mailing vendor for RecycleSmart's residential newsletters.

The cost for an oversized 8 x11 postcard has been updated in Attachment B of the Provider Services Agreement with Calitho.

**Commerce Printing Services** has done some printing and mailing of outreach materials for RecycleSmart in the past. They submitted their cost forms for the following:

- Printing and mailing for the single-family newsletter at \$58,720 per issue/ \$234,880 annually.
- Printing and mailing for the multifamily newsletter at \$14,768 per issue/ \$59,072 annually.

At the December Board meeting, it was asked if there were any additional costs for sending our outreach materials out of Sacramento and it was confirmed that there are no additional fees involved.

## **ATTACHMENTS**

- A. Provider Services Agreement with Calitho
- B. Provider Services Agreement with Commerce Printing Services

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
PROVIDER SERVICES AGREEMENT WITH ACME PRESS, INC. DBA CALITHO  
FOR PRINTING, POSTAGE AND MAILING SERVICES FOR  
RECYCLESMART'S OUTREACH MATERIAL FOR  
SINGLE FAMILIES, MULTIFAMILY, BUSINESSES AND SCHOOLS**

THIS AGREEMENT ("Agreement") is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and Acme Press. Inc. dba Calitho ("Provider"), **effective January 25, 2024.**

**RECITALS**

- A. WHEREAS, the CCCSWA requires printing and mailing services to send out printed outreach and education materials, including quarterly newsletters; and
- B. WHEREAS, Provider desires to perform such professional services for the CCCSWA;

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

**AGREEMENTS**

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on January 25, 2024 and conclude on December 31, 2026. The parties may mutually agree to extend this Agreement for two additional one-year terms. The parties shall endeavor to commit to any desired extension at least ninety (90) days before the expiration of the then-current term.

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

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider a fee not to exceed \$500,000 per year. Provider shall submit invoices based on the cost for work performed in accordance with Attachment B. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.

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

5. Responsible Personnel. The professional services described in this Agreement shall be performed in part and supervised by **Tony Hennig**. Provider shall assign only competent personnel to perform services pursuant to this Agreement.

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

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

8. Termination.

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

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

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

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

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

- a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions.

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



d. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

f. Verification of Coverage.

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

g. Subcontractors.

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

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

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

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

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

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

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:**

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

Telephone: 925-906-1801  
Email: [authority@recyclesmart.org](mailto:authority@recyclesmart.org)

**PROVIDER:**

Mardjan Taheripour, President  
Acme Press, Inc. dba Calitho  
2312 Stanwell Drive  
Concord, CA 94520

Telephone: 925-682-1111  
Email: [mardjan@calitho.com](mailto:mardjan@calitho.com)

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

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

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

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

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

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

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

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

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

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

23. Subsequent Contracts. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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

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

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deborah Miller, General Counsel

DATE: \_\_\_\_\_

ACME PRESS, INC. DBA CALITHO

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments:

A: Services

B: Cost & Fee Schedule

**ATTACHMENT A**  
**SERVICES**

When requested by CCCSWA, Provider will perform printing and mailing services for RecycleSmart's residential newsletter, up to eight (8) mailings total annually, including both single-family (four newsletters to approximately 67,000 addresses) and multifamily (four newsletters to approximately 14,000 addresses). Services will consist of printing, separating, folding, inserting, when necessary, and delivering to the U.S. Post Office.

CCCSWA may also request, and Provider will provide, as-needed services that may include mailed postcards, brochures, service guides, cart tags, signage, envelopes, promotional materials and various special projects throughout the year.

**ATTACHMENT B**

**COST & FEE SCHEDULE**

The estimated costs for printing and mailing services for a newsletter are as follows:

Single-family newsletter printing and mailing	\$18,942
Postage for 9"x12" with 4.5" flap (flat), estimated	\$38,391
Total for one newsletter	\$57,333
<b>Total for four newsletters</b>	<b>\$229,332</b>

Multi-family newsletter printing and mailing	\$5,890
Postage	\$4,992
Total for one newsletter	\$10,882
<b>Total for four newsletters</b>	<b>\$43,528</b>

8.5 x 11 postcards printing uncoated (67,000)	\$15,121
Postage, estimated (\$0.68/postcard)	\$45,560

**Please note:** A large postcard sized 8.5 x 11 falls in a "Flat Rate" category per USPS, thus greatly increasing the mail rate costs. To reduce postage costs, postcards with a flat size of 11.5" wide and not taller than 6.125" can mail at the less expensive "Letter Rate."

USPS Link below describing pricing:  
<https://pe.usps.com/text/dmm300/101.htm#ep1002686>

Pricing for additional services will be determined at time of request.



**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
PROVIDER SERVICES AGREEMENT WITH  
COMMERCE PRINTING SERVICES FOR PRINTING, POSTAGE AND MAILING  
SERVICES FOR RECYCLESMART'S OUTREACH MATERIAL FOR SINGLE  
FAMILIES, MULTIFAMILY, BUSINESSES AND SCHOOLS**

THIS AGREEMENT ("Agreement") is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and Commerce Printing Services ("Provider"), **effective January 25, 2024.**

**RECITALS**

- A. WHEREAS, the CCCSWA requires printing and mailing services to send out printed outreach and education materials, including quarterly newsletters; and
- B. WHEREAS, Provider desires to perform such professional services for the CCCSWA;

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

**AGREEMENTS**

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on January 25, 2024, and conclude on December 31, 2026. The parties may mutually agree to extend this Agreement for two additional one-year terms. The parties shall endeavor to commit to any desired extension at least ninety (90) days before the expiration of the then-current term.

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

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider a fee not to exceed \$150,000 per year. Provider shall submit invoices based on the cost for work performed in accordance with Attachment B. The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.

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

5. Responsible Personnel. The professional services described in this Agreement shall be performed in part and supervised by **Bob Nabas**. Provider shall assign only competent personnel to perform services pursuant to this Agreement.

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

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

8. Termination.

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

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

insurance, indemnification, confidential information, records, and governing law shall survive termination.

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

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

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

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

f. Verification of Coverage.

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

g. Subcontractors.

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

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

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

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

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

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

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:**

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

Telephone: 925-906-1801  
Email: [authority@recyclesmart.org](mailto:authority@recyclesmart.org)

**PROVIDER:**

Gil Caravantes, President  
Commerce Printing Services  
322. N. 12th Street  
Sacramento, CA 95811

Telephone: 925-442-8100  
Email: [gil@commerceprinting.com](mailto:gil@commerceprinting.com)

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

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

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

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

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

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



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

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

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

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

23. Subsequent Contracts. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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

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

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deborah Miller, General Counsel

DATE: \_\_\_\_\_

COMMERCE PRINTING SERVICES

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments:

A: Services

B: Cost & Fee Schedule

**ATTACHMENT A**

**SERVICES**

When requested by CCCSWA, Provider will perform services that may include mailed postcards, brochures, service guides, cart tags, signage, envelopes, promotional materials and various special printing and/or mailing projects throughout the year.

If requested by CCCSWA, Provider will perform printing and mailing services for RecycleSmart's residential newsletter, including both single-family (approximately 67,000 addresses) and multifamily (approximately 14,000 addresses). Services will consist of printing, separating, folding, inserting, when necessary, and delivering to the U.S. Post Office.

**ATTACHMENT B**  
**COST & FEE SCHEDULE**

The estimated costs for printing and mailing services for newsletters are as follows:

**Single-Family**

<b>Task</b>	<b>Single Family</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
1.	Pre-flight and Impose	.27	\$65
2.	Proofing	.50	\$145.08
3.	Mitsubishi Plating	1.13	\$6,737.40
4.	Perfector 4/4	2.54	\$1,524.57
5.	Perfector Washup	.53	\$244.05
6..	Final Trim	1.1	\$101.86
7.	Finishing-Folding	10.69	\$993.70
8.	Skid Pack	1.0	\$79.30
9.	Data Processing (mailing)	20.39	\$2,450.69
10.	Postage		\$17,018
	Supplies and Equipment by reimbursement	38.15	\$29,360
<b>Total</b>	<b>Maximum for four SF newsletters</b>	<b>305.20</b>	<b>\$234,880</b>

**Multi-Family**

<b>Task</b>	<b>Multi-Family</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
1.	Pre-flight and Impose	.27	\$65
2.	Proofing	.50	\$145.08
3.	Mitsubishi Plating	1.13	\$1,763.94
4.	Perfector 4/4	1.29	\$672.19
5.	Perfector Washup	.53	\$244.05
6..	Final Trim	.41	\$37.95
7.	Finishing-Folding	2.58	\$239.70
8.	Skid Pack	.25	\$19.83
9.	Data Processing (mailing)	4.60	\$639.05
10.	Postage		\$3,556
	Supplies and Equipment by reimbursement	11.56	\$29
<b>Total</b>	<b>Maximum for four MF newsletters</b>	<b>92.48</b>	<b>\$59,072</b>

Pricing for additional services will be determined at time of request.



**PROCLAMATION  
THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
(RECYCLESMART) RECOGNIZING  
TIMOTHY ARGENTI**

**WHEREAS**, Timothy Argenti began his career in the waste industry as a driver on a residential truck over forty years ago, and worked his way up to serve as the General Manager of Republic Services of Contra Costa County for 18 years; and

**WHEREAS**, as General Manager, Timothy Argenti worked closely in partnership with the RecycleSmart Board and staff to serve our residents and businesses and implement innovative recycling and organics programs including the Food Recycling Project; and

**WHEREAS**, Timothy Argenti then served as a Community Relations Manager for Republic Services for Contra Costa County until his well-deserved retirement at the end of 2023; and

**WHEREAS**, Timothy Argenti is extremely dedicated to our communities,, volunteering and serving on the Boards or as a member of many charitable and civic organizations in the area, including Meals on Wheels, Chambers of Commerce, and Rotary.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Central Contra Costa Solid Waste Authority recognize Timothy Argenti for his many years of service to our communities and for his outstanding contributions, commitment, and leadership.

**PASSED AND ADOPTED** by the Central Contra Costa Solid Waste Authority Board of Directors on \_\_\_\_\_, 2024, 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:

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

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





Central Contra Costa Solid Waste Authority

# Agenda Report

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** INGA MILLER, BOARD CHAIR  
 DAVID KRUEGER, EXECUTIVE DIRECTOR  
**DATE:** JANUARY 25, 2024

**SUBJECT:** ESTABLISHMENT OF AN AD HOC COMMITTEE REGARDING  
 FRANCHISE VENDOR SELECTION

## SUMMARY

RecycleSmart's existing solid waste and recycling franchise agreements will expire on February 28, 2027. The process to draft new agreements and procure vendors for the services began in March 2023. The Executive Director recommends two ad hoc committees to oversee the process: 1) Franchise Design, and 2) Franchise Vendor Selection. The Franchise Design Ad Hoc Committee was assigned at the March 23, 2023 Board Meeting. Board Chair Miller will announce Franchise Vendor Selection Ad Hoc Committee assignments at today's Board Meeting.

## RECOMMENDED ACTION

1. Approve Appointments of Franchise Vendor Selection Ad Hoc Committee assignments.

## DISCUSSION

RecycleSmart's existing solid waste and recycling franchise agreements will expire on February 28, 2027. The process to draft new agreements and procure vendors for the services began in March 2023. The Executive Director recommends the use of two ad hoc committees:

### 1. Franchise Design Ad Hoc Committee

The Franchise Design Ad Hoc Committee was established at the March 23, 2023 Board Meeting. This committee oversees the design of the new draft franchise agreements and the procurement documents. Procurement documents include an RFP for collection services and an RFP for post-collection services (organics composting, recyclables processing, mixed waste processing). The procurement documents also include "mini RFP" documents for negotiated services (disposal, transfer, and Reuse & Cleanup Days). The "mini-RFP" documents for disposal and transfer have been completed and provided to the potential vendors: Republic Services for disposal and both Republic Services and MDRR for transfer services. The disposal and transfer proposals are due to the Authority on February 5, 2024. The timeline calls for disposal and transfer agreements to be signed at the March 28, 2024 Board Meeting. The current members of the Franchise Design Ad Hoc Committee are: Renata Sos (Chair), Candace Andersen, Gina Dawson, Janet Riley, and Cindy Silva.

2. Franchise Vendor Selection Ad Hoc Committee

This Committee would oversee the selection of the vendor(s) for the new franchise agreements. The Committee's work will begin when the prospective vendor(s) submit their proposals. The Committee will review staff's proposal evaluations and negotiated pricing and agreement terms. The Committee will recommend vendor selection, compensation, and agreement terms to the Board. The Committee would advise staff during negotiations with potential vendors. As Republic and MDRR will submit their proposals for disposal and transfer services on February 5, it is time to determine committee assignments for the Franchise Vendor Selection Ad Hoc Committee.

Board Chair Miller will announce Franchise Vendor Selection Ad Hoc Committee assignments at today's Board Meeting.



Central Contra Costa Solid Waste Authority

# Agenda Report

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
 CC: ERIK NYLUND, CROWE LLP  
**DATE:** JANUARY 25, 2024  
**SUBJECT:** SOLID WASTE COLLECTION MAXIMUM RATES FOR RATE YEAR 10

## SUMMARY

At the September 28, 2023 Board meeting, and thereafter at individual meetings with the Member Agency's representatives and their staff, the components of the draft proposed Rate Year 10 (RY 10) maximum rates were analyzed, explained, and discussed. It is now time for the Board to consider approving solid waste maximum rates for Authority customers for March 2024 through February 2025.

## RECOMMENDED ACTION

1. Adopt Resolution 2024-01, Adopting Maximum Rates for Solid Waste Services for Rate Year 10 (March 1, 2024 through February 28, 2025).

## DISCUSSION

The maximum solid waste collection rates set by the Authority are made up of a number of components, which over the past few months have been presented and discussed at individual meetings with representatives from each Member Agency and to the Board. These activities have resulted in having the information necessary to set maximum rates for March 2024 through February 2025 at the Authority's January 25, 2024 Board meeting.

### **RY10 Revenue Requirement - \$69,263,945**

The Authority's annual revenue requirement is made up of three major components:

- 1) **Collection Company Compensation** (Republic Services) for the collection and disposal of municipal solid waste and the collection of recyclable materials and organic materials, as required by state law.
- 1) **Member Agency/JPA-related Expenses** including Franchise Fees, Vehicle Impact Fees, MDRR Recycling Payment, and JPA-related Expenses.
- 2) **Other Program Costs**, including the Reuse/Clean-up Program with MDRR.

The following is a summary of each component:

**Collection Company Compensation for RY10 - \$51,043,441**

Compensation to Republic Services (Republic) for the collection and disposal of municipal solid waste, the collection of organic materials, and the collection of recyclable materials to Mt. Diablo Resource and Recovery (MDRR) for processing, have been computed and allocated to Member Agencies as set forth on Attachment “B.”

Crowe LLP evaluated the cost submission from Republic and computed costs for Republic at \$51,043,441 in accordance with the rate setting methodology set forth in the Franchise Agreement between the Authority and Republic Services, dated May 14, 2014.

In addition to the scheduled index-based rate adjustment for RY 10, Republic Services presented a RY 10 special rate request for \$1,915,511. This request was included in the Second Amendment to the Agreement (approved October 27, 2022) and conditioned on Republic’s demonstrated improvement in service quality. On 10/17/2023, Republic subsequently withdrew this special rate request, and this amount was removed from the analysis of RY 10 rates.

**Member Agency / JPA-related Expenses for RY10 - \$17,092,992**

These expenses are comprised of:

- 1) Member Agencies franchise fees;
- 2) Vehicle impact costs resulting from the frequent traversal of heavy collection vehicles on Member Agency streets;
- 3) MDRR recycling processing payment. As part of a settlement agreement with MDRR, the Authority pays MDRR a fee for processing of the recyclable materials delivered from the service area; and
- 4) JPA-related expenses and Authority-wide diversion program costs.

Table 1 summarizes the Member Agency franchise fee percentages and vehicle impact costs for RY 10, as determined individually by each Member Agency.

**Table 1 - Summary of Member Agency Franchise Fees & Vehicle Impact Costs**

<b>Member Agency</b>	<b>Franchise Fee</b> (as a % of Contractor’s Compensation)	<b>Vehicle Impact Costs</b>
Danville	<b>10.0%</b> (no change)	<b>\$988,163</b>
Lafayette	<b>10.0%</b> (no change)	<b>\$1,241,646</b>
Moraga	<b>12.0%</b> (no change)	<b>\$879,003</b>
Orinda	<b>12.2%</b> (no change)	<b>\$1,269,662</b>
Walnut Creek	<b>10.0%</b> (no change)	<b>\$2,030,867</b>
County	<b>7.0%</b> (no change)	None

Based on the table above (with dollar amounts shown by Member Agency on Attachment B), the total Member Agency franchise fees are \$4,953,773 for RY 10.

The dollar amounts associated with the vehicle impact costs in Table 1 are shown on Attachment B (a total of \$6,409,341 Authority-wide).

The MDRR recycling payment of \$2,671,918 and JPA administrative expenses and Authority-wide diversion program costs of \$3,057,960 are also included in Attachment B, allocated by Member Agency.

**Other Program Expenses for RY 10 - \$1,127,512**

The final component of the RY 10 revenue requirement is the cost of the Reuse/Cleanup Program. This program provides two annual residential reuse days where single-family residents can place reusable or recyclable items at the curb. MDRR will collect and process the reuse materials, including the collection of household batteries from retail locations throughout the Authority’s service area.

**Operating Revenue Surplus/Shortfall**

Attachment B calculates the projected revenue requirement surplus/shortfall and the projected rate impact. As shown on Line 8 of Attachment B, the Total RY 10 Revenue Requirement (Authority-wide for all Member Agencies) is \$69,263,945.

As shown on Line 9 of Attachment B, the adjusted prior year revenues are \$65,333,269, for a projected Authority-wide revenue shortfall (before RY 10 rate adjustment) of \$3,930,676 (Line 10).

Through discussions with each Member Agency, the following maximum rate adjustments are proposed effective March 1, 2024 (Table 2).

Attachment C projects the available reserves at the end of RY 10.

**Table 2 - Summary of Maximum Rate Adjustments**

	<b>Danville</b>	<b>Lafayette</b>	<b>Moraga</b>	<b>Orinda</b>	<b>Walnut Creek</b>	<b>County</b>
<b>Residential</b>	6.80%	7.25%	4.80%	4.80%	5.00%	7.00%
<b>Multi-Family</b>	6.80%	7.25%	4.80%	4.80%	5.00%	7.00%
<b>Commercial</b>	6.80%	7.25%	4.80%	4.80%	5.00%	7.00%
<b>Debris Box</b>	6.80%	7.25%	4.80%	4.80%	5.00%	7.00%
<b>Miscellaneous*</b>	3.98%	3.98%	3.98%	3.98%	3.98%	3.98%

Attachment A contains the new proposed maximum rates for each Member Agency based on the percentage increases summarized in Table 2.

The following table (Table 3) compares the Member Agency’s proposed 32-gallon residential maximum rates (the most common level of service received by residential customers) to the rates of similar communities.

**Table 3 - Residential Rate Comparison – (32-gallon containers)**

Jurisdiction	32-gal. \$/Mo.	Recycling Frequency	Yard Waste Frequency
Piedmont	\$100.41	Weekly	Weekly
<b>Orinda*</b>	<b>\$62.32</b>	Weekly	Weekly
El Cerrito	\$62.15	Weekly	Weekly
Kensington	\$49.04	Weekly	2x per month
San Ramon	\$48.36	Weekly	Weekly
<b>Moraga*</b>	<b>\$46.69</b>	Weekly	Weekly
Richmond	\$46.43	Weekly	Weekly
Hercules	\$45.00	Weekly	Weekly
<b>Lafayette*</b>	<b>\$44.71</b>	Weekly	Weekly
Concord	\$43.80	Weekly	Weekly
Livermore	\$43.02	Weekly	Weekly
West CC County	\$42.01	Weekly	Weekly
Pinole	\$41.73	Weekly	Weekly
Martinez	\$38.80	Weekly	Weekly
Dublin	\$38.39	Weekly	Weekly
<b>Danville*</b>	<b>\$38.30</b>	Weekly	Weekly
San Pablo	\$37.33	Weekly	Weekly
<b>County*</b>	<b>\$34.60</b>	Weekly	Weekly
Pleasant Hill	\$31.66	Weekly	Weekly
Brentwood	\$32.50	Bi-weekly	Bi-weekly
<b>Walnut Creek*</b>	<b>\$29.59</b>	Weekly	Weekly

\* Reflects 2024 proposed rates; all other rates are subject to increases during 2024

**ATTACHMENTS**

- A. Proposed Rates for each Member Agency
- B. RY 10 Revenue Requirement Surplus/(Shortfall)
- C. RY 10 Projected End-of-Year Reserves
- D. Resolution No. 2024-01 – Maximum Rates for RY 10



## ATTACHMENT A

### Residential RY10 Rates (\$/month)

(rates effective March 1, 2024)

<u>Description</u>	<u>County (Pleasanton)</u>	<u>County (Tassajara)</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>Walnut Creek</u>
<b>Miscellaneous Rates</b>								
Extra pick-up on non-scheduled day and "go-back" on scheduled day - Per Cart	44.12	44.12	44.12	44.12	44.12	44.12	44.12	44.12
Example: On regularly scheduled collection, the cart is								
· Blocked / not accessible								
· Not out for scheduled exchange								
· Unserviceable due to contamination								
Container Exchange - Per Cart (beyond 1x/year*)	55.14	55.14	55.14	55.14	55.14	55.14	55.14	55.14
On-Call Recyclables or Organics Pick-ups Per Bag / Bundle (beyond 4x/year**)	16.53	16.53	16.53	16.53	16.53	16.53	16.53	16.53
On-Call E-Waste Materials Pick-ups*** Per Pick-Up	55.14	55.14	55.14	55.14	55.14	55.14	55.14	55.14
Account Restart - Per Occurrence:								
· Re-Drop Fee: If cart removed and re-delivered	55.14	55.14	55.14	55.14	55.14	55.14	55.14	55.14
· Admin Fee : If cart not physically removed from service location	16.53	16.53	16.53	16.53	16.53	16.53	16.53	16.53

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

\*\* Four on call pick-ups per Rate Year at no charge

\*\*\* Also available to Multi-Family subscribers



## ATTACHMENT A

### Commercial RY10 Rates (\$/month)

(rates effective March 1, 2024)

<u>Container</u>	<u>Frequency</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>WC</u>
<b>Cart Service</b>							
32-gal cart	1/week	32.82	33.58	46.76	44.21	69.51	38.67
32-gal cart	2/week	65.67	67.12	93.49	88.36	139.00	77.34
32-gal cart	3/week	98.49	100.73	140.26	132.55	208.44	115.99
32-gal cart	4/week	131.30	134.31	187.00	176.68	277.93	154.64
32-gal cart	5/week	164.15	167.85	233.73	220.86	347.43	193.33
64-gal cart	1/week	65.67	67.12	89.62	88.36	139.00	77.34
64-gal cart	2/week	131.30	134.31	179.24	176.68	277.93	154.64
64-gal cart	3/week	196.98	201.44	268.87	265.06	416.96	231.98
96-gal cart	1/week	98.49	100.73	130.58	132.55	208.44	115.99
96-gal cart	2/week	196.98	201.44	261.10	265.06	416.96	231.98
96-gal cart	3/week	295.48	302.12	391.69	397.58	625.37	347.96
96-gal cart	4/week	393.92	402.84	522.21	530.10	833.79	463.94
96-gal cart	5/week	492.46	503.51	652.79	662.61	1,042.28	633.14
96-gal cart	6/week	590.94	604.38	783.41	795.32	1,250.69	759.78
<b>Bin Service</b>							
		-	-	-	-	-	-
1 Yard	1/week	208.17	216.47	279.70	270.74	362.60	144.97
1 Yard	2/week	416.39	432.92	559.38	541.48	725.26	289.98
1 Yard	3/week	624.53	649.40	839.06	812.25	1,087.87	474.86
1 Yard	4/week	832.74	865.89	1,118.74	1,082.96	1,450.45	633.14
1 Yard	5/week	1,040.92	1,082.36	1,398.42	1,353.74	1,813.07	791.45
1 Yard	6/week	1,249.11	1,298.79	1,678.14	1,624.47	2,175.73	949.71
2 Yard	1/week	416.39	432.92	546.12	541.48	725.26	289.98
2 Yard	2/week	832.74	865.89	1,092.23	1,082.96	1,450.45	633.14
2 Yard	3/week	1,249.11	1,298.79	1,638.36	1,624.47	2,175.73	949.71
2 Yard	4/week	1,665.46	1,731.74	2,184.46	2,165.99	2,900.95	1,266.27
2 Yard	5/week	2,081.83	2,164.65	2,730.60	2,707.44	3,626.17	1,582.86
2 Yard	6/week	2,498.19	2,597.65	3,276.72	3,248.95	4,351.44	1,899.43
3 Yard	1/week	624.53	649.40	806.93	812.25	1,087.87	474.86
3 Yard	2/week	1,249.11	1,298.79	1,613.87	1,624.47	2,175.73	949.71
3 Yard	3/week	1,873.63	1,948.21	2,420.80	2,436.74	3,263.59	1,424.56
3 Yard	4/week	2,498.19	2,597.65	3,227.74	3,248.95	4,351.44	1,899.43
3 Yard	5/week	3,122.75	3,247.03	4,034.68	4,061.19	5,439.31	2,374.28
3 Yard	6/week	3,747.30	3,896.44	4,841.59	4,873.43	6,527.16	2,849.13

# ATTACHMENT A

## Commercial RY10 Rates (\$/month)

(rates effective March 1, 2024)

<u>Container</u>	<u>Frequency</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>WC</u>
4 Yard	1/week	832.74	865.89	1,075.91	1,082.96	1,450.45	633.14
4 Yard	2/week	1,665.46	1,731.74	2,151.81	2,165.99	2,900.95	1,266.27
4 Yard	3/week	2,498.19	2,597.65	3,227.74	3,248.95	4,351.44	1,899.43
4 Yard	4/week	3,330.93	3,463.51	4,303.65	4,331.92	5,801.93	2,532.56
4 Yard	5/week	4,163.65	4,329.38	5,379.59	5,414.92	7,252.42	3,165.69
4 Yard	6/week	4,996.43	5,195.22	6,455.51	6,497.88	8,702.83	3,798.81
5 Yard	1/week	1,040.92	1,082.35	1,344.88	1,353.73	1,813.07	791.44
5 Yard	2/week	2,081.83	2,164.65	2,689.77	2,707.44	3,626.17	1,582.86
5 Yard	3/week	3,122.75	3,247.03	4,034.68	4,061.19	5,439.31	2,374.28
5 Yard	6/week	6,245.50	6,494.05	8,069.36	8,122.39	10,878.53	4,748.54
6 Yard	1/week	1,249.11	1,298.79	1,580.21	1,624.47	2,175.73	949.71
6 Yard	2/week	2,498.19	2,597.65	3,160.43	3,248.95	4,351.44	1,899.43
6 Yard	3/week	3,747.30	3,896.44	4,740.66	4,873.43	6,527.16	2,849.13
6 Yard	4/week	4,996.43	5,195.22	6,320.90	6,497.88	8,702.83	3,798.81
6 Yard	5/week	6,245.50	6,494.05	7,901.11	8,122.39	10,878.53	4,748.54
6 Yard	6/week	7,494.59	7,792.89	9,481.31	9,746.85	13,054.29	5,698.30
8 Yard	1/week	1,665.46	1,731.74	2,106.98	2,165.99	2,900.95	1,266.27
8 Yard	2/week	3,330.93	3,463.51	4,213.92	4,331.92	5,801.93	2,532.56
8 Yard	3/week	4,996.43	5,195.22	6,320.90	6,497.88	8,702.83	3,798.81
8 Yard	4/week	6,661.88	6,927.01	8,427.82	8,663.82	11,603.79	5,065.14
8 Yard	5/week	8,327.32	8,658.70	10,534.79	10,829.82	14,504.79	6,331.38
8 Yard	6/week	9,992.81	10,390.48	12,641.76	12,995.79	17,405.73	7,597.68
10 Yard	1/week	2,081.83	2,164.65	2,626.05	2,707.44	3,626.17	1,582.86
<b>Compactor Rates</b>		-	-	-	-	-	-
1.5 Yd Compactor	Per Lift	144.13	160.35	199.79	190.98	234.19	95.63
1.5 Yd Monthly Fee	1/week	624.52	694.77	865.65	827.56	1,014.73	414.41
1.5 Yd Monthly Fee	2/week	1,249.06	1,389.51	1,731.30	1,655.21	2,029.42	904.81
1.5 Yd Monthly Fee	3/week	1,872.43	2,084.68	2,595.09	2,481.21	3,042.07	1,357.23
1.5 Yd Monthly Fee	4/week	2,496.52	2,779.56	3,460.16	3,308.22	4,056.07	1,809.64
1.5 Yd Monthly Fee	5/week	3,122.65	3,473.78	4,328.27	4,138.05	5,073.54	2,262.05
1.5 Yd Monthly Fee	6/week	3,747.17	4,168.55	5,193.92	4,965.65	6,088.24	2,714.47
2 Yd Compactor	Per Lift	192.16	213.80	266.37	254.69	312.23	127.49
3 Yd Compactor	Per Lift	288.23	320.72	393.59	381.99	468.39	208.78
4 Yd Compactor	Per Lift	384.32	427.62	524.80	509.35	624.52	278.41
6 Yd Compactor	Per Lift	376.81	641.43	676.07	764.01	936.73	417.61

## ATTACHMENT A

### Commercial RY10 Rates (\$/month)

(rates effective March 1, 2024)

<u>Container</u>	<u>Frequency</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>WC</u>
<b>Miscellaneous Rates</b>							
Special Event Rates	Per Event	Commercial Rate - Varies by Member Agency *					
Extra Pick-Up: (On-Call periodic additional service Solid Waste, Recyclables, or Food Waste)	Per Bin	Commercial Monthly Solid Waste Rate divided by 4.33 *					
	Per Cart	44.12	44.12	44.12	44.12	44.12	44.12
Overages: Collection of Material in Excess of Bin/Cart Size	Bin Overage - Per Yard	Commercial Monthly Solid Waste One Time a Week Rate divided by 4.33 times # of yards extra *					
	Cart Overages - Per Bag (32 gal)	16.53	16.53	16.53	16.53	16.53	16.53
Additional Container Exchange	Per Cart (beyond 1x/year**)	55.14	55.14	55.14	55.14	55.14	55.14
	Per Bin (beyond 1x/year**)	165.42	165.42	165.42	165.42	165.42	165.42
Purchase and Delivery of Replacement Lock	Per Occurrence	27.57	27.57	27.57	27.57	27.57	27.57
Container Replacement (Missing / Stolen / Destroyed - due to fire)	Per Occurrence (beyond 1x/year***)	Market Rate of Missing Bin/Cart					

\* See Attachment A for applicable RY10 rate

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

\*\*\* Courtesy - one time no charge

\*\*\*\* First 25' at no additional charge. 25' to truck + 25' back to set out location.

**ATTACHMENT A**

**Multi-family RY10 Rates (\$/month)**

(rates effective March 1, 2024)

<u>Container</u>	<u>Frequency</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>Walnut Creek</u>
<b>Cart Service</b>							
32-gal cart	1/week	31.46	36.73	43.62	43.67	57.41	29.00
32-gal cart	2/week	62.82	73.41	87.23	87.33	114.76	58.01
32-gal cart	3/week	94.28	110.15	130.83	130.99	172.20	86.99
32-gal cart	5/week	157.13	183.58	218.08	218.29	287.02	144.97
64-gal cart	1/week	62.82	73.41	87.23	87.33	114.76	58.01
64-gal cart	2/week	125.71	146.88	174.46	174.62	229.63	115.98
64-gal cart	3/week	188.56	220.28	261.70	261.96	344.38	173.96
96-gal cart	1/week	94.28	110.15	130.83	130.99	172.20	86.99
96-gal cart	2/week	188.56	220.28	261.70	261.96	344.38	173.96
96-gal cart	3/week	282.82	330.42	392.52	392.92	516.62	260.99
96-gal cart	4/week	377.05	440.53	523.37	523.90	688.82	347.96
96-gal cart	5/week	471.35	550.66	654.20	654.87	860.97	434.96
<b>Bin Service</b>							
		-	-	-	-	-	-
1 Yard	1/week	214.25	236.71	257.96	266.35	301.00	118.40
1 Yard	2/week	428.49	473.48	515.93	532.69	602.08	236.83
1 Yard	3/week	642.75	710.19	773.86	798.98	903.05	355.24
1 Yard	4/week	857.01	946.94	1,031.82	1,065.36	1,204.05	473.64
1 Yard	5/week	1,071.31	1,183.63	1,289.78	1,331.68	1,505.10	592.06
1 Yard	6/week	1,285.54	1,420.38	1,547.76	1,598.04	1,806.11	710.47
2 Yard	1/week	428.49	473.48	515.93	532.69	602.08	236.83
2 Yard	2/week	857.01	946.94	1,031.82	1,065.36	1,204.05	473.64
2 Yard	3/week	1,285.54	1,420.38	1,547.76	1,598.04	1,806.11	710.47
2 Yard	4/week	1,714.01	1,893.82	2,063.63	2,130.69	2,408.14	947.32
2 Yard	5/week	2,142.55	2,367.30	2,579.57	2,663.37	3,010.15	1,184.14
2 Yard	6/week	2,571.03	2,840.75	3,095.49	3,196.04	3,612.17	1,420.97

**ATTACHMENT A**

**Multi-family RY10 Rates (\$/month)**

(rates effective March 1, 2024)

<u>Container</u>	<u>Frequency</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>Walnut Creek</u>
3 Yard	1/week	642.75	710.19	773.86	798.98	903.05	355.24
3 Yard	2/week	1,285.54	1,420.38	1,547.76	1,598.04	1,806.11	710.47
3 Yard	3/week	1,928.28	2,130.57	2,321.61	2,396.99	2,709.15	1,065.73
3 Yard	4/week	2,571.03	2,840.75	3,095.49	3,196.04	3,612.17	1,420.97
3 Yard	5/week	3,213.84	3,550.92	3,869.33	3,995.06	4,515.26	1,776.22
3 Yard	6/week	3,856.61	4,261.12	4,643.20	4,794.03	5,418.30	2,131.43
4 Yard	1/week	857.01	946.94	1,031.82	1,065.36	1,204.05	473.64
4 Yard	2/week	1,714.01	1,893.82	2,063.63	2,130.69	2,408.14	947.32
4 Yard	3/week	2,571.03	2,840.75	3,095.49	3,196.04	3,612.17	1,420.97
4 Yard	4/week	3,428.09	3,787.63	4,127.29	4,261.38	4,816.22	1,894.63
4 Yard	5/week	4,285.09	4,734.59	5,159.11	5,326.71	6,020.29	2,368.29
4 Yard	6/week	5,142.12	5,681.49	6,190.94	6,392.07	7,224.38	2,841.93
6 Yard	1/week	1,285.54	1,420.38	1,547.76	1,598.04	1,806.11	710.47
6 Yard	2/week	2,571.03	2,840.75	3,095.49	3,196.04	3,612.17	1,420.97
6 Yard	3/week	3,856.61	4,261.12	4,643.20	4,794.03	5,418.30	2,131.43
6 Yard	4/week	5,142.12	5,681.49	6,190.94	6,392.07	7,224.38	2,841.93
6 Yard	5/week	6,427.67	7,101.86	7,738.68	7,990.07	9,030.44	3,552.41
6 Yard	6/week	7,713.16	8,522.23	9,286.42	9,588.08	10,836.52	4,262.95
8 Yard	1/week	1,714.01	1,893.82	2,063.63	2,130.69	2,408.14	947.32
8 Yard	2/week	3,428.09	3,787.63	4,127.29	4,261.38	4,816.22	1,894.63
8 Yard	3/week	5,142.12	5,681.49	6,190.94	6,392.07	7,224.38	2,841.93
8 Yard	4/week	6,856.18	7,575.36	8,254.59	8,522.77	9,632.46	3,789.25
8 Yard	5/week	8,570.19	9,469.17	10,318.25	10,653.46	12,040.60	4,736.54
8 Yard	6/week	10,284.26	11,362.98	12,381.90	12,784.17	14,448.67	5,683.87
10 Yard	1/week	2,142.55	2,367.30	2,579.57	2,663.37	3,010.15	1,184.14
<b>Compactor Rates</b>		-	-	-	-	-	-
1.5 Yd Compactor	Per Lift	148.30	163.92	178.60	184.38	208.37	81.95
2 Yd Compactor	Per Lift	197.75	218.49	238.12	245.84	277.87	109.28
3 Yd Compactor	Per Lift	296.69	327.80	357.14	368.77	416.81	163.95
4 Yd Compactor	Per Lift	395.60	437.04	476.22	491.74	555.69	218.59

**ATTACHMENT A**

**Multi-family RY10 Rates (\$/month)**  
(rates effective March 1, 2024)

<u>Container</u>	<u>Frequency</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>Walnut Creek</u>
<b>Miscellaneous Rates</b>							
Extra Pick-Up: (On-Call periodic additional service Solid Waste, Recyclables, or Food Waste)							
	Per Bin	Multi-Family Monthly Solid Waste Rate divided by 4.33 *					
	Per Cart	44.12	44.12	44.12	44.12	44.12	44.12
Overages:							
Collection of Material in Excess of Bin/Cart Size							
	Bin Overage - Per Yard	Multi-Family Monthly Solid Waste One Time a Week Rate divided by 4.33 times # of yards extra *					
	Cart Overages - Per Bag (32 gal)	16.53	16.53	16.53	16.53	16.53	16.53
On-Call E-Waste Materials Pick-ups							
	Per Pick-Up	55.14	55.14	55.14	55.14	55.14	55.14
Additional Container Exchange							
	Per Cart (beyond 1x/year**)	55.14	55.14	55.14	55.14	55.14	55.14
	Per Bin (beyond 1x/year**)	165.42	165.42	165.42	165.42	165.42	165.42
Purchase and Delivery of Replacement Lock							
	Per Occurrence	27.57	27.57	27.57	27.57	27.57	27.57
Container Replacement (Missing / Stolen / Destroyed - due to fire)							
	Per Occurrence (beyond 1x/year***)	Market Rate of Missing Bin/Cart					

**Multi-family and Commercial Push/Pull Service, Bin or Cart**  
**RY10 Rates (\$/month)**  
 (rates effective March 1, 2024 - February 28, 2025)

<b>Distance in Linear Feet</b>	<b>Collection Frequency</b>	<b>Cost Per Bin/Cart Per Month</b>
0 - 25	1x/week	\$0
0 - 25	2x/week	\$0
0 - 25	3x/week	\$0
0 - 25	4x/week	\$0
0 - 25	5x/week	\$0
0 - 25	6x/week	\$0
26-50	1x/week	\$18.69
26-50	2x/week	\$37.37
26-50	3x/week	\$56.06
26-50	4x/week	\$74.74
26-50	5x/week	\$93.43
26-50	6x/week	\$112.11
51-100	1x/week	\$37.38
51-100	2x/week	\$74.76
51-100	3x/week	\$112.14
51-100	4x/week	\$149.52
51-100	5x/week	\$186.90
51-100	6x/week	\$224.28
101 or greater	1x/week	\$56.07
101 or greater	2x/week	\$112.13
101 or greater	3x/week	\$168.20
101 or greater	4x/week	\$224.26
101 or greater	5x/week	\$280.33
101 or greater	6x/week	\$336.40

- Rate applies to each bin or cart for each type of material (Solid Waste, Recycling, Food Waste & Organics).
- Rate covers the service of moving a bin or cart the distance (in linear feet) from its location on your property to the collection vehicle for servicing, and then moving the bin or cart back to your property after it is emptied.
- Rate is based on linear distance one way (no additional charge for returning the bin or cart).

**ATTACHMENT A**

**Debris Box RY10 Rates (\$ per pull)**

(rates effective March 1, 2024)

<u>Description</u>	<u>Frequency</u>	<u>Max. Weight*</u>	<u>County</u>	<u>Danville</u>	<u>Lafayette</u>	<u>Moraga</u>	<u>Orinda</u>	<u>WC</u>
<b>Compactor Boxes</b>								
7 Yard	Per Pull	3 Tons	697.28	717.49	764.19	850.26	983.37	824.69
10 Yard	Per Pull	4 Tons	996.10	1,024.93	1,091.67	1,214.58	1,404.82	1,178.11
12 Yard	Per Pull	4.25 Tons	1,195.36	1,229.96	1,310.02	1,457.53	1,685.79	1,413.73
14 Yard	Per Pull		1,394.58	1,434.96	1,528.32	1,700.46	1,966.72	1,649.34
15 Yard	Per Pull	5 Tons	1,494.19	1,537.44	1,637.53	1,821.94	2,107.24	1,767.15
16 Yard	Per Pull		1,593.79	1,640.00	1,746.70	1,943.40	2,247.76	1,885.00
20 Yard	Per Pull	6 Tons	1,992.24	2,049.99	2,183.38	2,429.31	2,809.61	2,356.26
25 Yard	Per Pull		2,490.30	2,562.47	2,729.17	3,036.56	3,512.03	2,945.31
30 Yard	Per Pull	8.5 Tons	2,988.37	3,074.96	3,275.01	3,643.87	4,214.48	3,534.34
32 Yard	Per Pull	9 Tons	3,187.59	3,279.96	3,493.37	3,886.82	4,495.41	3,769.95
40 Yard	Per Pull	10 Tons	3,984.47	4,099.93	4,366.68	4,858.51	5,619.29	4,712.44
			-	-	-	-	-	-
<b>Loose Debris Boxes</b>								
4 yard (Handy Hauler)	Per Pull		236.47	243.34	259.13	288.34	333.51	279.66
5 yard (Handy Hauler)	Per Pull		295.57	304.13	323.95	360.43	416.87	349.57
6 yard (Handy Hauler)	Per Pull		354.72	364.98	388.75	432.50	500.23	419.51
10 Yard Dirt/Concrete Box	Per Pull	4 Tons	996.10	1,024.93	1,091.67	1,214.58	1,404.82	1,178.11
12 Yard	Per Pull		597.67	615.01	655.02	728.76	842.87	706.89
14 Yard	Per Pull		697.28	717.49	764.19	850.26	983.37	824.69
15 Yard	Per Pull	3 Tons	747.08	768.78	818.76	910.95	1,053.62	883.62
16 Yard	Per Pull		796.88	819.98	873.35	971.74	1,123.86	942.51
20 Yard	Per Pull	4 Tons	996.10	1,024.93	1,091.67	1,214.58	1,404.82	1,178.11
25 Yard	Per Pull		1,245.15	1,281.22	1,364.60	1,518.32	1,756.05	1,472.67
30 Yard	Per Pull	5 Tons	1,494.19	1,537.43	1,637.53	1,821.94	2,107.24	1,767.15
40 Yard	Per Pull	6 Tons	1,992.24	2,049.99	2,183.38	2,429.31	2,809.61	2,356.26
50 Yard	Per Pull	6.75 Tons	2,490.30	2,562.47	2,729.17	3,036.56	3,512.03	2,945.31
			-	-	-	-	-	-
<b>Miscellaneous Rates</b>								
Dry Run / Check Box	Per Month		191.87	191.87	191.87	191.87	191.87	191.87
Demurrage / Minimum Lift Fee (Debris Box and Compactor)	Per Occurrence (beyond 1x/year**)		One Haul Rate Charge (Varies by Member Agency)					

\* Load exceeding the maximum weight will be charged additional disposal fees

\*\* Courtesy – one time no charge



**ATTACHMENT B**

**RY10 Revenue Requirement Surplus/(Shortfall)**

No.	Cost	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Total
1	<b>Republic Compensation</b>	\$ 9,719,943	\$ 6,626,549	\$ 3,391,402	\$ 4,845,073	\$ 16,155,652	\$ 10,078,458	\$ 50,817,077
	Member Agency Share %	19.13%	13.04%	6.67%	9.53%	31.79%	19.83%	99.99%
1a	Walnut Creek Bridge Project Costs					167,821	58,542	226,364
	<b>Total Republic Compensation</b>	\$ 9,719,943	\$ 6,626,549	\$ 3,391,402	\$ 4,845,073	\$ 16,323,473	\$ 10,137,000	\$ 51,043,441
	<b>Member Agency/JPA Administrative Expenses</b>							
2	Franchise Fees	\$ 971,994	\$ 662,655	\$ 406,968	\$ 591,099	\$ 1,615,565	\$ 705,492	\$ 4,953,773
3	Vehicle Impact Costs	\$ 988,163	1,241,646	879,003	1,269,662	2,030,867	-	6,409,341
4	MDR Recycling Payment	\$ 536,732	303,799	184,993	214,459	893,142	538,793	2,671,918
5	JPA-related Expenses	\$ 590,686	385,537	206,125	281,507	986,559	607,546	3,057,960
<b>6</b>	<b>Total MA/JPA Expenses</b>	\$ 3,087,575	\$ 2,593,637	\$ 1,677,089	\$ 2,356,727	\$ 5,526,133	\$ 1,851,831	\$ 17,092,992
	<b>Other Program Costs</b>							
7	ReUse/Clean Up Program	263,955	139,502	81,582	111,647	268,580	262,246	1,127,512
<b>8</b>	<b>Total RY10 Revenue Requirement</b>	\$ 13,071,473	\$ 9,359,688	\$ 5,150,073	\$ 7,313,447	\$ 22,118,186	\$ 12,251,077	\$ 69,263,945
	Prior RY Revenue Requirement	\$ 12,472,385	\$ 8,882,814	\$ 4,980,471	\$ 7,070,840	\$ 21,115,129	\$ 11,762,093	\$ 66,283,732
	Prior RY Reserve Increase/Decrease	(367,088)	(191,696)	-	-	-	(391,679)	(950,463)
9	Adjusted PY "Revenues"	\$ 12,105,297	\$ 8,691,118	\$ 4,980,471	\$ 7,070,840	\$ 21,115,129	\$ 11,370,414	\$ 65,333,269
<b>10</b>	<b>RY10 Surplus/(Shortfall)*</b>	\$ (966,176)	\$ (668,570)	\$ (169,602)	\$ (242,607)	\$ (1,003,058)	\$ (880,664)	\$ (3,930,676)
11	<b>Proposed RY 10 Rate Adjustment</b>	<b>6.80%</b>	<b>7.25%</b>	<b>4.80%</b>	<b>4.80%</b>	<b>5.00%</b>	<b>7.00%</b>	<b>5.95%</b>

**ATTACHMENT C**

**RY10 Projected End-of-Year Reserves**

No.	Cost	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Total
1	<b>Proposed Rate Adjustment</b>	<b>6.80%</b>	<b>7.25%</b>	<b>4.80%</b>	<b>4.80%</b>	<b>5.00%</b>	<b>7.00%</b>	
2	6/30/23 Ending Balances	\$ 2,785,723	\$ 2,209,004	\$ 881,141	\$ 775,955	\$ 3,995,412	\$ 2,285,577	\$ 12,932,812
3	Recycling Contribution Allocation	641,971	357,767	196,947	254,659	1,047,626	667,854	3,166,824
4	RY9 Due To (Due From) Reserves	(367,088)	(191,696)	-	-	-	(391,679)	(950,463)
5	RY10 Due To (Due From) Reserves*	(141,906)	(38,464)	69,644	96,793	52,699	(84,734)	(45,968)
<b>6</b>	<b>Projected Available Reserves for RY 10 Rates</b>	\$ 2,918,700	\$ 2,336,611	\$ 1,147,732	\$ 1,127,407	\$ 5,095,737	\$ 2,477,018	\$ 15,103,205

\* RY 10 rates were set to include individual Member Agencies' use of reserves or contribution to reserves.

## RESOLUTION NO. 2024-01

### RESOLUTION OF THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY ADOPTING RATE YEAR TEN MAXIMUM RATES PURSUANT TO THE FRANCHISE AGREEMENT WITH ALLIED WASTE SYSTEMS, INC. FOR FRANCHISED MATERIALS COLLECTION, TRANSFER, TRANSPORT, PROCESSING AND DISPOSAL SERVICES

**WHEREAS**, the Central Contra Costa Solid Waste Authority (hereinafter “Authority”), pursuant to Resolution No. 2014-05, entered into a Franchise Agreement with Allied Waste Systems, Inc., dba as Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County (“Contractor”) for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services, dated May 14, 2014 (hereinafter “Franchise Agreement”); and

**WHEREAS**, Article 10 of the Franchise Agreement provides that the Contractor will charge and collect rates from subscribers for services provided under the Franchise Agreement; and

**WHEREAS**, the Authority approves the maximum amount of the rates that the Contractor may charge subscribers; and

**WHEREAS**, the maximum rates for Rate Year Ten are based on the Contractor’s proposed costs and operating assumptions for Rate Year Ten, which are set forth in Exhibit N of the Franchise Agreement and adjusted using an index-based method set forth in Exhibit D of the Franchise Agreement; and

**WHEREAS**, the maximum rates for Rate Year Ten are also based on the Authority’s settlement with Contractor of its special rate request for Rate Year Nine and in the interest of improving service quality and reliability for the benefit of the ratepayers; and

**WHEREAS**, the maximum rates for Rate Year Ten will be effective March 1, 2024 through February 28, 2025, and will not be adjusted to reflect either increases or decreases in costs during Rate Year Ten; and

**WHEREAS**, the maximum rates for subsequent rate years will be adjusted annually using an index-based adjustment method set forth in Exhibit D of the Franchise Agreement; and

**WHEREAS**, the Rate Year Ten Revenue Requirement was approved by the Authority Board of Directors at its meeting on this 25<sup>th</sup> day of January 2024.

**NOW, THEREFORE,** the Board of Directors of the Authority resolves as follows:

1. The Authority hereby approves and adopts the maximum rates for Rate Year Ten of the Franchise Agreement that Contractor may charge subscribers, which are set forth in Attachment A to this Resolution.
2. The maximum rates for Rate Year Ten shall be effective March 1, 2024, through February 28, 2025.
3. This Resolution shall take effect March 1, 2024.

**PASSED AND ADOPTED** by the Authority Board of Directors this 25<sup>th</sup> day of January 2024 by the following vote:

AYES:	Members:	_____
NOES:	Members:	_____
ABSTAIN:	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 E. McKay, Secretary of the Board  
for the Central Contra Costa Solid Waste  
Authority, County of Contra Costa, State  
of California

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



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# Agenda Report

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**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
**DATE:** JANUARY 25, 2024  
**SUBJECT:** EXECUTIVE DIRECTOR'S MONTHLY REPORT

## SUMMARY

Central Contra Costa Solid Waste Authority (Authority) 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 December and January

- Staff meets with Republic Services bi-weekly and works collaboratively with Republic's management team, Sustainability Advisors, and finance to discuss franchise requirements, customer feedback, service issues, Member Agency requests, rates, ongoing commercial site visits, and outreach.
- In December, the RecycleSmart Member Agency liaisons met for a holiday lunch in Walnut Creek. At the January 11 meeting, discussion topics included SB 1383 grant activities, the CalRecycle Beverage Container City/County Payment Program, the franchise procurement process, and current member agency services being provided by Republic. RecycleSmart provides follow-up meeting notes to the liaisons and the City and Town Managers.

<b>Member Agency Liaisons</b>				
<b>Member Agency</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
County	David Brockbank	Conservation Programs Manager	<a href="mailto:David.Brockbank@dcd.cccounty.us">David.Brockbank@dcd.cccounty.us</a>	(925) 655-2911
Danville	Cat Bravo	Management Analyst	<a href="mailto:cbravo@danville.ca.gov">cbravo@danville.ca.gov</a>	(925) 314-3377
Lafayette	Anna Tolle	Planning Technician	<a href="mailto:ATolle@ci.lafayette.ca.us">ATolle@ci.lafayette.ca.us</a>	(925) 299-3205
Orinda	Doug Alessio	Administrative Services Director	<a href="mailto:DAlessio@cityoforinda.org">DAlessio@cityoforinda.org</a>	(925) 253-4224
Moraga	Brian Horn	Senior Planner	<a href="mailto:bhorn@moraga.ca.us">bhorn@moraga.ca.us</a>	(925) 888-7044
Walnut Creek	Candice Rankin Mumby	Sustainability Manager	<a href="mailto:rankinmumby@walnut-creek.org">rankinmumby@walnut-creek.org</a>	(925) 943-5899 x2304

- RecycleSmart and Republic Services teamed up to award a \$3,000 Waste Reduction Grant. The public had a chance to vote for their favorite project during the month of November in conjunction with National Recycling Day (November 15) and the Republic Services Recycling Pledge campaign. The grant went to Contra Costa Fruit Rescue for the purchase of tools and supplies such as long-handled clippers, pruning snips, sharpeners, ladders, and safety glasses.



**SB 1383 Completed and Ongoing Activities in December and January**

The SB 1383 budget and activities are currently funded by CalRecycle SB 1383 local assistance grant funds.

- Staff was invited to present at CalRecycle’s January statewide peer information sharing meeting. The Authority, in partnership with SCS Engineers, profiled the Route Monitoring Program explaining the program’s development and implementation and answering questions from other jurisdictions.
- The table below provides an overview of the 2023 Route Monitoring Program:

<b>Material Type</b>	<b>Number of Containers</b>	<b>Prohibited Contaminants</b>	<b>No Prohibited Contaminants</b>	<b>Empty</b>	<b>No Set Out</b>	<b>Received Contamination Outreach</b>	<b>Great Job Tags Left Onsite</b>
Garbage	763	561	91	27	84	561	76
Mixed Recycling	761	397	223	48	93	397	172
Cardboard	1	0	1	0	0	0	0
Mixed Organics	744	89	400	33	222	89	339
Food Waste	13	3	9	1	0	3	0
<b>Total</b>	<b>2282</b>	<b>1050</b>	<b>724</b>	<b>109</b>	<b>399</b>	<b>1050</b>	<b>587</b>

- Of the 2,282 containers inspected, 1,050 (46%) had prohibited contaminants in the containers.
- A minimum of 25 accounts on each of the Authority’s 69 routes were inspected.
- The highest contamination was found in the garbage stream, which was contaminated with food scraps, food-soiled paper, and recyclable containers.
- Residents mainly use their organics containers for yard trimmings. Although the stream was less contaminated, it frequently missed food scraps and food-soiled paper.
- In-person outreach to commercial and multifamily dwelling accounts was conducted if >50% contamination was observed. 413 commercial and multifamily accounts received follow-up outreach through a phone call, email, or in-person site visit.

**Staff participated in or attended the following meetings and December and January**

- California Organics Recycling Council meeting, December 8
- Orinda Mayor’s Community meeting, December 12 & January 9
- Moraga State of the Town luncheon – December 13
- Board of Directors Retreat, December 14
- Moraga Community Liaison meeting, December 15 & January 12
- Bay Area Recycling Outreach Coalition (BayROC) meeting, January 9
- RecycleSmart Member Agency liaison meeting, January 11
- Lafayette Environmental Task Force meeting, January 11
- Northern California Recycling Association (NCRA) Zero Food Waste Committee meeting, January 12
- Contra Costa County AB 939 managers’ meeting, January 16
- Bay Area Edible Food Recovery Network meeting, January 16
- California Product Stewardship Council Associates meeting, January 17
- Monthly CalRecycle webinar on SB 1383 implementation, January 17
- Alameda County Recycling Market Network, January 18
- CalCities Roundtable on SB 54, January 22
- Green Halo working group meeting, January 29







## Future Agenda Items

TYPE	BOARD MEETING: 02/22/2024
C	Approve 01/25/2024 Minutes
C	Receive Fiscal Year 2022-23 Financial Statements and Auditors' Report
C	Mid-Year 2024 Budget Actuals
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics

TYPE	BOARD MEETING: 03/28/2024
C	Approve 02/22/2024 Minutes
A	Elect Chair and Vice Chair for 2024-25
A	Resolution Recognizing Inga Miller as Chair for 2023-24
A	Approve Service Agreements for Transfer and Disposal Services
A	2024 Legislation Bills and Recommendations
I	Executive Director's Monthly Report
I	Issue RFP for Post-Collection Services (Recyclables Processing, Composting, Mixed Waste Processing)
I	Republic's Collection Service Quality Metrics

TYPE	BOARD MEETING: 04/25/2024
C	Approve 03/28/2024 Minutes
A	2024-25 Operations and Reuse Budgets
I	Executive Director's Monthly Report
I	Republic's Collection Service Quality Metrics

**TYPE**

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