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BOARD OF DIRECTORS REGULAR MEETING

AGENDA

MAY 28, 2026 - 3:00 P.M.

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

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

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

3. **CONSENT ITEMS**

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

- a. Approve Minutes of the Regular Board Meeting on April 23, 2026*
- b. Approve sole-source provider services agreement with Abbe & Associates for Schools Recycling Program*
- c. Approve sole-source provider services agreement with MIG, Inc. for RecycleSmart Residential Newsletter*

4. **ACTION ITEMS**

- a. General Fund, Post Collection & Reuse Fund, and Grant Fund Budgets for Fiscal Year 2026-2027*
Adopt the General Fund, Post-Collection and Reuse Fund, and Grant Fund Budgets for Fiscal Year 2026-27, as set forth in Attachments A, B, and C.

5. INFORMATION ITEMS

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

- a. Executive Director's Monthly Report*
- b. Update on SB 54* (Jen Faught)
- c. Future Agenda Items*

6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

7. ADJOURNMENT

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

<p style="text-align: center;"><u>ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA</u></p> <p>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.</p>
<p style="text-align: center;"><u>ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA</u></p> <p>In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to RecycleSmart Board Secretary at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.</p>
<p style="text-align: center;"><u>AMERICANS WITH DISABILITIES ACT</u></p> <p>In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority dba RecycleSmart to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact RecycleSmart Board Secretary at least 48 hours in advance of the meeting at (925) 906-1801.</p>

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON APRIL 23, 2026**

The regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's), aka RecycleSmart, Board of Directors convened at Walnut Creek City Hall, 3rd Floor Conference Room, 1666 North Main Street, City of Walnut Creek, Contra Costa County, State of California, on April 23, 2026. Chair Cindy Silva called the meeting to order at 3:00 P.M.

PRESENT: Board Members: Candace Andersen
Newell Arnerich
Matt Francois
Darlene Gee
Lisa Maglio
John McCormick
Renee Morgan, Vice Chair
Janet Riley
Cindy Silva, Chair
Steve Woehleke
Stella Wotherspoon

ABSENT: Board Member: Ken Carlson

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

[Note: The recording of the meeting started during the presentation of Item 5a on the agenda. Notes from the meeting were used to fill in actions taken prior to the start of the recording.]

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

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

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

Out of agenda order, Executive Director David Krueger presented his Monthly Report as shown in the staff report dated April 23, 2026.

Chair Silva adjourned into closed session at 3:30 P.M.

3. CLOSED SESSION

- a. Public Employee Performance Evaluation
Pursuant to Government Code Section 54957(b)
Title: Executive Director

- b. Conference with Labor Negotiators
Pursuant to Government Code Section 54957.6
Agency's designated representative: Matt Francois
Unrepresented employees: Executive Director, Senior Accountant, Waste Prevention and Recycling Manager I, Waste Prevention and Recycling Manager II, Waste Prevention and Recycling Manager III

Chair Silva reconvened from closed session at approximately 4:00 P.M. There was no report out.

4. CONSENT ITEMS

- a. Approve Minutes of the Regular Board Meeting on March 26, 2026
- b. Authorize positions on 2026 bills as recommended by the Legislative Committee and Authorize the Executive Director to send letters as appropriate

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

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

MOTION PASSED unanimously by a voice vote.

5. ACTION ITEMS

- a. Annual Review of Salary Schedule
Approve a 4.5 percent increase in the salary schedule for all positions to be included in the Fiscal Year 2026-27 proposed budget, and adopt the revised salary schedule as set forth in Attachment A.

Executive Director David Krueger described the steps in the process of the annual review of the Salary Schedule: 1) calculating the annual Consumer Price Index (CPI) increase for the year; 2) surveying and averaging salary increases for Member Agency employees; 3) determining funds available. He reported that both the Personnel Committee and the Finance and Administration Committee had recommended a 4.5 percent increase in salary this year for all staff and the Executive Director. In addition to the overall increase in the salary schedule, the schedule includes steps within each job classification. However, since all current employees are at the top step of their classification, no employees are eligible for a step increase this year so the 4.5% would be the only salary increase.

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

Deborah L. Miller, CCCSWA Counsel, reported that pursuant to Government Code Section 54953, the legislative body was required to orally report a summary of recommendation for final action on the salaries of the local agency executives during the open meeting in which the final action is to be taken. In accordance with that requirement, she reported that the proposed salary schedule for Fiscal Year 2026-27 included an upward adjustment of 4.5 percent for all staff, including the Executive Director, effective July 1. A 4.5 percent increase meant the Executive Director's current

annual salary would increase by \$10,656.37, for a total annual amount of \$247,464.37.

MOTION by Board Member Francois to approve a 4.5 percent increase in the salary schedule for all positions to be included in the FY 2026-27 proposed budget, and adopt the revised salary schedule as set forth in Attachment A to the staff report dated April 23, 2026. SECOND by Board Member Arnerich.

MOTION PASSED unanimously by a Roll Call vote.

Chair Silva expressed the Board's appreciation to RecycleSmart staff for its great work.

- b. Allocation of Revenues and Expenses to the Member Agencies
Approve Resolution No. 2026-03 (Attachment A), adopting a policy on Allocation of Revenues and Expenses to the Member Agencies and Amending the General Fund Minimum Fund Balance Reserve and Application of Funds in Excess of Reserve Policy.

Executive Director Krueger presented the staff report dated April 23, 2026, to adopt a policy to allocate revenues and expenses to the six member agencies. In terms of revenues, he stated with the new contract coming up on March 1, 2027, RecycleSmart would get a larger share of revenue from the recyclables collected by Mt. Diablo Resource Recovery (MDRR) in that 75 percent of the revenue received by MDRR would then be submitted to RecycleSmart. He reported that the Cost and Revenue Allocation Ad Hoc Committee had discussed methods for allocating costs and revenues by member agencies for purposes of rate setting during the term of the new franchise agreements. The Finance and Administration Committee had reviewed and concurred with the Ad Hoc Committee's recommendations.

Mr. Krueger described the Ad Hoc Committee's recommendations in relation to the current process and stated in the future it was proposed that the recyclable revenues would go directly into the member agency funds as opposed to going into the general fund. The revenues would be allocated based upon the tons of recyclables collected from each Member Agency. It was also recommended that it be made clear what the funds could be used for, shown as an existing policy attached to the staff report.

Mr. Krueger stated that direct collection costs are currently allocated between the Member Agencies based on the number of route hours it takes to provide service to each Member Agency. Republic's indirect collection costs (overhead) are allocated based upon the number of accounts in each Member Agency. He noted that every cost-based rate year there was a study, which would also determine route hours. Given that the last study in 2022 was anomalous and was considered to be inaccurate, the Board had determined to use the prior study that had been done in 2019. That 2019 study would continue to be used until the first cost-based rate study under the new contract had been done in 2030, and scheduled every four years thereafter. The Ad Hoc Committee also recommended using the 2019 allocation for collection costs until 2030, and reassessing the allocation of collection costs after receiving the 2030 study.

Mr. Krueger added that the processing costs would be allocated based on tons, which could be done every year, and the Ad Hoc Committee recommended that every year when rates were set the most recent 12-months of tons should be allocated based on the tons of each material collected in each member agency. He described how the tonnage was identified by route, material and jurisdiction, even for those routes that crossed jurisdictional boundaries. For reuse and clean-up programs, the Ad Hoc Committee recommended allocation tons by pickups instead of by service volumes.

Mr. Krueger also highlighted the JPA costs for administration, contract management, outreach, diversion programs, and regulatory compliance, and reported that the Ad Hoc Committee recommended allocating JPA costs based on the number of accounts in each member agency as a share of the total accounts within RecycleSmart's jurisdiction. However, because one commercial or multi-family account could represent a much larger amount of garbage service than one single family account (e.g. Rossmoor in Walnut Creek has 10,000 people but only 23 accounts) an alternative recommendation was to use total tons collected instead of the number of accounts. He noted that a precedent had previously been set in the use of total tons collected to allocate funds in excess of the General Fund reserve to the Member Agencies each year, and he offered a comparison of the two options.

Board Member Arnerich supported the alternative recommendation as better and making more sense.

Mr. Krueger noted that the allocation of revenues and expenses to the member agencies would have to be approved by resolution, with the existing policy to be amended to be clear that recyclable revenues received would be submitted directly into the member agency funds. He responded to comments from the Board and verified that given the alternative recommendation, some of the information to be adopted would have to be amended, and he verified that the precise information on the tonnage was also provided for all materials, and the data that had been used by RecycleSmart to comply with state reporting requirements had been provided by Republic Services for many years.

Board Member Arnerich noted that since the community of Canyon in unincorporated County was being added to the Authority's service area in 2027, that the 2019 allocation of route hours would have to be amended to factor in the route hours necessary to serve Canyon. Mr. Krueger responded that he would return to the Board with a recommendation on how to factor Canyon into the route hour allocation.

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

MOTION by Vice Chair Morgan to approve Resolution No. 2026-03 (Attachment A to the staff report dated April 23, 2026), adopting a policy on Allocation of Revenues and Expenses to the Member Agencies and Amending the General Fund Minimum Fund Balance Reserve and Application of Funds in Excess of Reserve Policy, to include the change identified by the Executive Director that the JPA costs be allocated by total tonnage. SECOND by Board Member Arnerich.

MOTION PASSED unanimously by a Roll Call vote.

- c. Proposed FY 2026-27 Diversion and Compliance Programs Budget
Approve the Diversion and Compliance Programs budget provided as Attachment A, to be included in the proposed FY 2026-27 Budget.

Executive Director Krueger noted that every year there was a Finance and Administration Committee meeting to discuss the upcoming budget. Given the new contracts there were a number of changes. He clarified that the Diversion and Compliance Programs budget represented a portion of the total budget but was not the entire budget.

Mr. Krueger identified some of the upcoming major changes and pointed out that the new contracts would start March 1, 2027. The fiscal year was from July through June and rate years were always March through February, so there would be eight months under the current contract and four months under the new contract in Rate Year One to align the rate and fiscal calendar, although only the Outreach and Education Program would be affected by that change. He explained that it was affected because RecycleSmart would take on many of the tasks that had previously been undertaken by Republic and MDRR, and some of those changes would increase the Authority's Outreach and Education Program budget.

Senior Program Manager Judith Silver presented the Construction and Demolition Program that had been in place for many years and continued to thrive; it helped to meet the CalGreen requirement, and the program supported the member agencies' use of the Green Halo software, which helped with compliance with waste management plans and tracking C&D projects and diversion. The main change to the program for the coming year was that Contra Costa County was also beginning to use the Green Halo program for projects in the RecycleSmart service area and RecycleSmart would cover that cost.

Program Manager Ashley Louisiana presented the Home Composting programs she described as one of RecycleSmart's longest running programs of nearly 20 years. One of the program components is Compost in the Classroom, a partnership with the gardens at Heather Farm in Walnut Creek, which provided composting education, workshops and training in classrooms. The classes had increased every year since COVID and there were now 77 classes in schools. She described the other composting activities, such as the free composting hub in Heather Farm Park with twice-a-month delivery that had been very popular. A six- to eight-week master compost training program that had previously been provided pre-COVID may be brought back with other components such as waste prevention, reuse, recycling, and curbside food scraps in the coming year.

For Outreach and Education, Ms. Louisiana stated that the popular residential newsletter is a significant portion of the budget. It is mailed quarterly to all single-family and multifamily residents. The newsletter is managed by Program Manager Janna McKay. She also highlighted the ReThink Disposable program providing technical assistance to food establishments to reduce single-use throw away food packaging and transition to reusable, washable, durable food packaging for dine-in, now completed for 19 restaurants. With the new franchise, most existing outreach currently managed by the Franchised service providers would be managed by RecycleSmart, and there will be new outreach regarding additional services provided under the new agreements, including the expansion of Reuse and Cleanup services to multifamily.

With respect to SB 1383 Organics Compliance, Ms. Silver stated RecycleSmart had been lucky over the last few years given the CalRecycle grants awarded for implementation purposes where general fund money had been used, although there would be some costs moving forward after the last of the SB 1383 grant funds had been spent.

Board Member Arnerich asked about the annual ongoing cost to implement SB 1383 after the grant funds were exhausted. Ms. Silver estimated the costs roughly \$100,000 to \$200,000 per year.

Program Manager Jen Faught referred to the School Recycling & Organics Program, another long-running program where Abbe & Associates supported all 66 schools in the service area providing assistance with sorting, education, assemblies, some supplies, signage and special programs like the internship program, at a cost of \$120,000 since 2017, plus \$30,000 for Wastebuster Awards and Scholarships. She reported that last year \$30,000 had been added to specifically support reusables in schools. This year the team would offer more technical assistance to reduce single-use throw away packaging and continue to help transition to reusable food ware in schools.

This year, the Schools budget had been proposed to be increased by 5.4 percent to reflect CPI increases over the last couple of years, the first increase since 2017, which would bring the budget to \$189,900.

For the Household Hazardous Waste (HHW) collection event, RecycleSmart had been awarded a \$100,000 CalRecycle grant to be used for a one-day HHW event in the service area and an additional \$30,000 had been budgeted to cover additional costs since HHW events were very expensive. Given the importance of the one-day HHW event, significant funds would be used for outreach and promotion for the event to promote the drop-off of toxic waste items, for instance. Staff was working out what to collect at the event and hoped to include items that were not otherwise covered by other stewardship programs, such as paint and electronic waste, although there could be an effort to address paint separately. The event would likely not occur until 2027 because it took time to put that type of event together and by that time there would be a list of acceptable items that would be promoted extensively. What would likely be included would be solvents, cleaning supplies, pesticides, oven cleaners and propane cylinders under 5 pounds. The Authority would likely partner with a Franchised service provider for electronic waste. There would be separate contracts with a handler to haul the materials collected.

Board Member Silva noted that the diversion programs represented about 30 percent of RecycleSmart's costs. The other large items were personnel costs and professional services. She thanked staff for all their work on behalf of RecycleSmart ratepayers.

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

MOTION by Board Member Arnerich to approve the Diversion and Compliance Program budget provided as Attachment A to the staff report dated April 23, 2026, to be included in the proposed FY 2026-27 Budget.
SECOND by Board Member McCormick.

MOTION PASSED unanimously by a Roll Call vote.*

*At some point Board Members Andersen and Riley left the meeting.

6. INFORMATION ITEMS

Reports provided for information only. No Board action required

a. Executive Director's Monthly Report

The Executive Director's report was provided earlier in the meeting.

b. Future Agenda Items

Executive Director Krueger advised that at the next meeting on May 28, 2026, the full FY 2026-27 budget would be considered. He also noted, when asked, that there had been no applications for the Waste Reduction Student Scholarships this year. Other future agenda items included a presentation from Recology about their compost facility in June. Also Mr. Krueger invited the Board to attend a tour of the compost facility. Janna McKay will send out a poll to determine the best date for a tour when the most Board members can attend.

Board Member Francois referred to the information in the Executive Director's Monthly Report about the County Librarians' annual all-day training session on April 22, 2026, when RecycleSmart had made a presentation to focus on partnership opportunities such as textile drives and repair cafés. He noted that the Walnut Creek Library was not getting what it needed in terms of infrastructure. Mr. Krueger stated that staff would assist the Walnut Creek Library.

Board Member Wotherspoon reported that Sustainable Lafayette would hold its annual Earth Day Festival at Lafayette Plaza on Sunday, April 26, 2026.

7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

There were no Board communications or announcements.

8. ADJOURNMENT

The Board adjourned at 4:26 P.M. to the regular meeting scheduled for Thursday, May 28, 2026 at 3:00 P.M. in the Walnut Creek Offices at Walnut Creek City Hall.

Respectfully submitted by:

Janna McKay, Board Secretary
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
JENNIFER FAUGHT, PROGRAM MANAGER

DATE: MAY 28, 2026

SUBJECT: SCHOOL PROGRAM PROVIDER SERVICES AGREEMENT RENEWAL

RECOMMENDED ACTION

1. Authorize the Executive Director to execute a provider services agreement with Abbe & Associates for a not-to-exceed amount of \$157,500 per year for three fiscal years.

DISCUSSION

The Abbe & Associates team has provided hands-on waste education and sorting services to the schools in the Authority's jurisdiction since 2017. They offer assistance to all public and private K-12 schools, and to preschools as requested. Specific areas of work include expanding food share and food donation programs, meeting with and supporting school representatives such as green teams, custodians, and nutrition service workers, distributing tools and information, sending e-newsletters, conducting assemblies, confirming service levels and calculating diversion levels, soliciting Wastebusters and scholarship applications, and offering reusable foodware technical assistance and equipment.

Abbe & Associates are leaders in the field of school recycling and stay up to date on strategies and equipment that work in the school environment. Additionally, over the years, the team has developed relationships with the individual school and district administration that provide advantages when encouraging schools to adopt sorting and waste reduction practices.

The current schools assistance contract expires at the end of June. Before the expiration of the last contract in 2023, staff issued an RFP for these services, and Abbe & Associates was the only respondent. With this in mind, and in recognition of their experience and relationships, staff recommends sole sourcing the schools assistance contract for the next three years. The proposed per year not-to-exceed amount is \$157,500.

ATTACHMENT

- A. Provider Services Agreement with Abbe & Associates

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
ABBE & ASSOCIATES FOR DEVELOPMENT AND IMPLEMENTATION OF
SCHOOLS EDUCATION, WASTE REDUCTION, AND RECYCLING PROGRAM**

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and Abbe & Associates. LLC (“Provider”), **effective July 1, 2026.**

RECITALS

- A. WHEREAS, the CCCSWA has had a school-aged student focused program for many years, and wishes to contract for professional services to implement the schools education, waste reduction and recycling program for 66 eligible CCCSWA service area public and private schools during the next three school years; 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 July 1, 2026 and conclude on June 30, 2029.

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

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider a fee not to exceed one hundred fifty-seven thousand and five hundred dollars (\$157,500). 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 **Ruth C. Abbe**. 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 that can be applied against this liability). The CCCSWA 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 effect 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

PROVIDER:

Ruth Abbe
Abbe & Associates LLC
1028 Fair Oaks Avenue
Alameda, CA 94501

Telephone: 415-235-1356
Email: Ruth.Abbe@abbeassociates.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 that 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 its 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. Provider's duties and services under this Agreement shall not include preparing or assisting the CCCSWA with any portion of the CCCSWA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CCCSWA. The CCCSWA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the CCCSWA 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 Provider 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: Executive Director

DATE: _____

Approved as to Form:

Deborah Miller, General Counsel

DATE: _____

ABBE & ASSOCIATES, LLC

BY: _____

TITLE: Principal

DATE: _____

Attachments:

A: Services

B: Cost & Fee Schedule

ATTACHMENT A

SERVICES

Provider will provide professional services relating to the development of the schools education, waste reduction, and recycling program, including completion of the following tasks on an annual basis.

Task 1: Confirm services levels at each school and calculate diversion rates

- Document service volumes at each school
- Estimate diversion rates

Task 2: Expand food share and food donation program

- Meet with all food service representatives (including Sodexo - Orinda, Moraga, Lafayette)
- Food share carts (San Ramon Valley)
- Provide update on SB 1383 compliance
- Connect schools to White Pony

Task 3: Meet with school representatives to discuss school program goals and best practices

- Meet with all lead contacts at schools (principal, teacher, custodian, parent rep)
- Provide support and technical assistance in program implementation at each site
- Ensure compliance with AB 341, AB 827, AB 1826 and SB 1383 requirements

Task 4: Update tools and information to be uploaded to RecycleSmart website

- Update website content with additional program features
- New signage, posters, fix links, Wastebusters application
- Provide outreach numbers by member agency (city/county) to RecycleSmart to count recipients of e-newsletter, emails, and onsite visits

Task 5: Prepare 4Rs newsletters

- Prepare Fall and Spring electronic newsletters
- Back to School Edition - August 15th, link to guides and google order form)
- Support RecycleSmart newsletter content
- SB 1383, White Pony, Foodshare

Task 6: Provide ongoing support to green teams

- Provide support to parent Green Teams
- High School student Green Teams
- Expand to Middle School - Service Area-wide Green Teams
- Partner high schools to middle schools
- Participate in team meetings
- Provide support to Green Team projects

Task 7: Provide ongoing support to school district staff

- Provide custodial and food service staff training
- Coordinate with District staff on program implementation
- County Office of Education
- County Environmental Health

Task 8: Conduct presentations and assemblies

- Provide on-site and virtual presentations to students (Jessica)
- Offer EcoHero online assemblies to 10 schools (EcoHero)

Task 9: Solicit Wastebuster awards and student scholarship applications

- Solicit and support Wastebuster awards applications
- Solicit and support student scholarship applications

Task 10: Reusable foodware technical assistance and equipment

- Provide technical assistance to schools and school districts to implement reusable foodware at school meals
- Provide reusable foodware equipment (trays, utensils, drying racks) at schools and school districts

Task 11: Project Management

- Coordinate with RecycleSmart staff and RecycleSmart Schools Team

Supplies and Equipment

- \$20,000 budget allocated for bins, stickers, signs and equipment

ATTACHMENT B

COST & FEE SCHEDULE

The estimated annual amounts per task are provided in the following table. During the term of this Agreement, if warranted, adjustments to the estimated amounts may be made with CCCSWA approval, as long as the total annual fee amount is not exceeded.

TASK	Est. HOURS	Est. AMOUNT
1. Services Levels and Diversion Rates	50	\$5,250.00
2. Expand Food Share and Food Donation	50	\$5,250.00
3. Meet with School Representatives	50	\$5,250.00
4. Update Information on Website	100	\$10,500.00
5. 4R Newsletters	50	\$5,250.00
6. Support Green Teams	200	\$21,000.00
7. Support District Staff	200	\$21,000.00
8. Presentations and Assemblies	150	\$15,750.00
9. Wastebuster Awards and Scholarships	100	\$10,500.00
10. Reusable foodware technical assistance and equipment	100	\$31,500.00
11. Project Management	50	\$5,250.00
Supplies and Equipment - by reimbursement		\$21,000.00
Total – Maximum annual fees and costs		\$157,500.00

Provider’s fully loaded hourly billing rates by name are as indicated in the following table:

Name	Rate
Ruth Abbe	\$131.25
Nancy Deming	\$115.50
Jessica Robinson	\$89.25
Amanda Halte	\$89.25
Jennifer Abbe	\$89.25
Ben Schleifer*	\$94.50

Meals, mileage, and travel charges are not reimbursable expenses.

* To be paid from reusables fund



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
 JANNA MCKAY, PROGRAM MANAGER
DATE: MAY 28, 2026

SUBJECT: MIG, INC. PROVIDER SERVICES AGREEMENT RENEWAL FOR
 RECYCLESMART'S QUARTERLY RESIDENTIAL NEWSLETTER

SUMMARY

RecycleSmart contracts with Moore Iacofano Goltsman, Inc. (“MIG”) to develop four single-family and four multifamily residential newsletters annually with the assistance of RecycleSmart staff. The current provider services agreement ends June 30, 2026.

RECOMMENDED ACTION

1. Authorize the Executive Director to execute a provider services agreement with MIG, Inc. for a not-to-exceed amount of \$185,000 per year for three fiscal years 2026-2029.

DISCUSSION

RecycleSmart’s current contract with MIG to develop single-family and multifamily residential newsletters is expiring June 30, 2026. Services include content research and development, editing based on RecycleSmart staff reviews, graphic design and layout development, uploading the final print newsletter to the RecycleSmart website and providing an e-newsletter for RecycleSmart staff to send out using MailChimp.

We have been working with MIG since 2016 and they have provided exceptional customer service, are very knowledgeable in sustainability with specific knowledge of recycling and resource conservation, and are familiar with our program services and member agency communities. We regularly receive compliments from residents about the creativeness, valuable information and design of the newsletter.

Staff is recommending that we renew the provider services agreement with MIG for development of the quarterly newsletter through sole sourcing for the next three years due to MIG’s full knowledge and experience working with the Authority, member agency communities, and the strong valuable partnership we have developed. The proposed per year not-to-exceed amount is \$185,000. Authority contracts contain a provision making payments contingent on budgetary authorization.

ATTACHMENT

- A. 2026-2029 Provider Services Agreement

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
PROVIDER SERVICES AGREEMENT WITH
MOORE IACOFANO GOLTSMAN, INC. (MIG)
FOR RECYCLES MART'S SINGLE FAMILY AND MULTIFAMILY
RESIDENTIAL NEWSLETTER**

THIS AGREEMENT (“Agreement”) is entered into by and between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and Moore Iacofano Goltsman, Inc. (MIG) (“Provider”), effective July 1, 2026.

RECITALS

- A. WHEREAS, the CCCSWA desires to contract for the development of up to four quarterly RecycleSmart single-family residential 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 July 1, 2026, and conclude on June 30, 2029.
2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A (“Services”).
3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider an annual fee not to exceed one hundred eighty-five thousand dollars (\$185,000). 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 **Rebecca Graham**. 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 that can be applied against this liability). The CCCSWA 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 effect 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

PROVIDER:

Daniel S. Iacofano, Chief Executive Officer
Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710

Telephone: 510-845-7549
Email: danieli@migcom.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 that 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 its 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. Provider's duties and services under this Agreement shall not include preparing or assisting the CCCSWA with any portion of the CCCSWA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CCCSWA. The CCCSWA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the CCCSWA 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 Provider 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: Executive Director

DATE: _____

Approved as to Form:

Deborah Miller, General Counsel

DATE: _____

MOORE IACOFANO GOLTSMAN, INC.

BY: _____

TITLE: _____

DATE: _____

Attachments:

A: Scope of Services

B: Cost & Fee Schedule

ATTACHMENT A

SCOPE OF SERVICES

Provider will prepare up to four single-family residential newsletters annually with a combination of the print residential newsletter and/or oversized postcards for the digital version that they will create on the RecycleSmart.org website and html e-mail blast. Services also include content research and development, editing, graphic design and layout development, uploading the final print newsletter to the RecycleSmart website and MailChimp for email services. Provider will also support print management working with the printer services contractor.

ATTACHMENT B

COST & FEE SCHEDULE

The maximum fee is set forth in the contract.

Provider’s maximum hourly billing rates by name and position/title are as indicated in the following table:

Name	Rate
Deanna Chow Trotter, Principal	\$325
Rebecca Graham, Project Manager	\$195
Geena Stellato, Deputy Project Manager	\$140
Tim Carroll, Communications Strategist	\$205
Gary Pyskacek, Senior Designer & Art Director	\$205
Ed Canalin, Senior Art Director	\$205
Ray Bullard, Front-End Developer	\$165
Gina Huang, Production Manager	\$140
Graphic Designers	\$125
Writers	\$140- \$205
Interns	\$80-85

Provider shall be entitled to reimbursement of the following expenses incurred in providing the Services: professional consultant services (including models and meals for models if required), costs for purchasing rights to images, parking, mailing, shipping, courier, postage, travel, and printing/reprographics costs. These permitted expenses will be reimbursed to the extent reasonably incurred and at actual costs with no more than a 10% markup, except that mileage will be reimbursed at the current IRS standard mileage rate. Provider shall submit receipts/invoices documenting expenses claimed for reimbursement. Reimbursement for any other expenses requires the CCCSWA’s prior written consent, in its discretion.



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: FINANCE & ADMINISTRATION COMMITTEE
DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MAY 28, 2026

SUBJECT: GENERAL FUND, POST COLLECTION & REUSE FUND, AND GRANT
FUND BUDGETS FOR FISCAL YEAR 2026-2027

SUMMARY

Fiscal Year 2026-27 draft budgets are being presented for Board review and approval. The FY 2026-27 General Fund Budget (Attachment A) provides for the core operational and administrative functions of the Authority. The FY 2026-27 Post-Collection and Reuse Fund Budget (Attachment B) provides for payments to contractors for post-collection (e.g., landfill disposal, composting, recyclables processing) services and the Reuse and Cleanup Program. The FY 2026-27 Grant Fund Budget (Attachment C) shows dedicated grant funds received by the Authority, which are then transferred to the General Fund. The related program expenditures (both grant-funded and not grant-funded) are made in the General Fund.

FY 2026-27 is twelve months long (July 2026 – June 2027). Eight months of FY 2026-27 (July 2026 – February 2027) will be during the terms of the current collection and post-collection agreements, and four months (March – June 2027) will be during the terms of the new collection and post-collection agreements. In the General Fund, the start of the new agreements will impact only the Outreach & Education program. However, it will impact all of the programs in the Post-Collection and Reuse Fund.

RECOMMENDED ACTION

1. Adopt the General Fund, Post-Collection and Reuse Fund, and Grant Fund Budgets for Fiscal Year 2026-27, as set forth in Attachments A, B, and C.

DISCUSSION

Background

The General Fund Budget provides the funds used for the day-to-day operations of the Authority. The proposed FY 2026-27 Post-Collection and Reuse Fund Budget (Attachment B) provides for payments to contractors for post-collection (e.g., landfill disposal, composting, recyclables processing) services and the Reuse, Cleanup, and Bulky Item Program. A majority of the revenues in both funds are generated from the residential and commercial solid waste rates approved by the Board of Directors each year and collected by Republic Services (Republic).

Eight months of FY 2026-27 (July 2026 – February 2027) will be during the terms of the current collection and post-collection agreements, and four months (March – June 2027) will be during the terms of the new collection and post-collection agreements. Under the new agreements, the Authority will begin directly paying the providers of post-collection services. Republic will remit a corresponding portion of the rate revenue to the Authority for this purpose. While the Authority’s payments for post-collection services are pass-through costs, they will significantly increase the Authority’s overall revenues and expenses. Total combined budgeted expenses for the General Fund and the Post-Collection and Reuse Fund were \$7,185,286 in FY 2025-26 and are proposed to be \$15,474,487 in FY 2026-27.

The Finance and Administration Committee (Committee) met on April 1 and May 1, 2026 to review and approve the FY 2026-27 budget for recommendation to the Board. On April 23, 2026, the Board approved recommendations from the Committee regarding changes to the salary schedule and to the Diversion and Compliance programs budgets. These changes were incorporated into the proposed FY 2026-27 budget (Attachments A, B, and C).

Significant Proposed Changes for FY 2026-27

Staff is recommending the following changes to budget categories and funds in order to implement the new service agreements that will begin in March 2027, and to clarify the source of revenues.

A. Expansion of the Reuse Fund to Include Post-Collection Revenues and Expenses

The Authority currently has two primary funds, the General Fund and the Reuse Fund. The Reuse Fund receives customer rate revenue from Republic to pay for the Reuse Program. The Authority pays MDRR to conduct the Reuse Program using the dedicated funds from the Reuse Fund. All other Authority revenues and expenses belong to the General Fund.

At present, there are only two post-collection contracts for which the Authority pays the contractor directly: Recyclables Processing (MDRR) and Anaerobic Digestion (EBMUD). All of the other post-collection services (landfill disposal, transfer, food scraps processing, composting) are currently part of the collection agreement with Republic. Republic keeps the customer rate revenue needed to fund those services. Starting in March 2027, those post-collection services will be provided under separate contracts between the Authority and the service providers/contractors. Republic will remit a portion of the customer rate revenue to the Authority for those services, and the Authority will then pay the post-collection contractors. Because of this change, staff is recommending expanding the Reuse Fund to become the Post-Collection and Reuse Fund, which will include all revenues and expenses related to post-collection and reuse services. The payments to the post-collection contractors are non-discretionary, and placing the revenue to pay them in a special, dedicated fund ensures that those expenses will always be adequately funded. This proposal also groups similar expenses: Pass-through payments to contractors for core services in the Post-Collection and Reuse Fund and the Authority’s expenses for administration, outreach, and compliance in the General Fund. Note that one of the new Post-Collection and Reuse Fund expenses is SB 1383 Compost Procurement. It is assigned to this fund because it will be included in the composting invoices from Recology.

B. Renaming Budget Categories

Currently, the customer rate revenues that are remitted by Republic to the Authority are categorized as JPA, Diversion Programs, Post-Collection Processing, and Reuse Program Income in order to identify their eventual use. Staff proposes renaming these revenue categories as Rate Revenue.

The purpose of this change is to more clearly identify the source of the revenue. The primary sources of Authority revenues are customer rates, grants, and interest. Some Rate Revenue will be received in the General Fund and some in the Post-Collection and Reuse Fund.

In addition to renaming some of the revenue categories, staff proposes renaming Diversion Program Expenses as Diversion and Compliance Program Expenses, as compliance with State mandates is a significant part of our duties and goes beyond diversion of materials from landfill.

C. Grant Fund

The Committee recommends removing grant revenue from the General Fund and creating a separate Grant Fund to receive and track grant revenue. Once received, grant revenues will be transferred each fiscal year from the Grant Fund to the General Fund, and any program that is partially grant-funded will be shown as a single expense line-item in the General Fund as opposed to two separate line-items (Grant-funded and non-grant-funded).

D. Illustration of Proposed Funds and Categories

The tables below illustrate the current and proposed funds and the categories in each fund:

Current	Proposed
General Fund / Operations Fund	General Fund
Revenues	Revenues
Post Collection Processing	Rate Revenue
JPA	Interest Earned
Diversion Programs	Other
Recycling Revenue Share	Transfers In From Grant Fund
Interest Earned	SB 1383 Organics Compliance
Other	Household Hazardous Waste Event
Miscellaneous	Expenses
Grant Revenue	Personnel Services
Expenses	Material and Supplies
Post Collection Processing Cost	Professional Services
Recyclables Processing (MDRR)	Rent & Utilities
Commercial Anaerobic Digestion (EBMUD)	Diversion & Compliance Programs
Personnel Services	Transfers Out to Grant Fund
Material and Supplies	SB 1383 Organics Compliance
Professional Services	Household Hazardous Waste Event
Rent & Utilities	
Diversion Programs	
Grant Expenses	

Current	Proposed
Reuse Fund	Post-Collection & Reuse Fund
Revenues	Revenues
Reuse Program Income	Rate Revenue
Expenses	Expenses
Reuse Program Expense (MDRR) - Current	Reuse Program (MDRR) - Current
	Commercial Anaerobic Digestion (EBMUD) - Current
	Recyclables Processing (MDRR) - Current
	Reuse, Clean Up and Bulky Program (MDRR) - New
	Recyclables Processing (MDRR) - New
	Composting (Recology) - New
	Landfill Disposal (Republic) - New
	Transfer (MDRR) - New
	Commercial Food Scraps Processing (Republic) - New
	SB 1383 Compost Procurement (Recology) - New

Grant Fund
Revenues
SB 1383 Organics Compliance
Household Hazardous Waste Event
Transfers In From General Fund
SB 1383 Organics Compliance
Household Hazardous Waste Event
Expenses
SB 1383 Organics Compliance
Household Hazardous Waste Event
Transfers Out to General Fund
SB 1383 Organics Compliance
Household Hazardous Waste Event

Proposed General Fund Budget

A. Revenue

JPA and Diversion Program Revenues: These are revenues from customer rates that are used to fund the Authority’s administrative costs and diversion programs. These two revenue categories are being combined and renamed “Rate Revenue” for FY 2026-27. **FY 2026-27 Proposed Budget = \$0.**

Rate Revenue: This is revenue to fund the Authority’s administrative expenses and the Authority’s diversion (reduce, reuse, recycle, compost) and compliance programs that are not performed by Republic or MDRR. By approving the proposed budget, the Board is authorizing \$3,411,057 to be incorporated into the solid waste rates. **FY 2026-27 Proposed Budget = \$3,411,057.**

Post-Collection Processing Revenue: This is revenue from customer rates that is used to compensate Mt. Diablo Resource Recovery for processing (sorting) the Authority’s recyclables and to compensate EBMUD for anaerobic digestion of the Authority’s commercial food scraps. For FY 2026-27 this revenue category is being moved from the General Fund to the Post-Collection and Reuse Fund and renamed Rate Revenue. **FY 2026-27 Proposed General Fund Budget = \$0.** See the Post-Collection and Reuse Fund section below for rate revenues proposed to fund those services.

Recycling Revenue Share: This is revenue that MDRR receives from the sale of the Authority's recyclable materials and shares with the Authority per the terms of its processing agreement. Recycling Revenue Share has historically been budgeted at \$0 because the recyclables market is volatile and the amount of revenue difficult to predict. The actual revenue received is usually greater than \$0 and has been received in the General Fund. This revenue contributes to the General Fund reserve. When the General Fund reserve exceeds 20%, the Board typically distributes the excess to the individual Member Agency reserve funds. The new recyclables processing agreement with MDRR begins on March 1, 2027 and will provide the Authority with a greater share (75%) of the revenue from the sale of the Authority's recyclables. Once the new processing agreement begins on March 1, 2027, the Recycling Revenue Share revenue will no longer be received in the General Fund and will be received directly in the individual Member Agency reserve funds. The Recycling Revenue Share will be allocated to each Member Agency's reserve fund based upon the percentage that the tons of recyclables collected from each Member Agency represents of the total tons of recyclables collected from the Authority's service area. This allocation method was approved by the Board at its April 23, 2026 meeting. The Committee recommends continuing to budget \$0 per year for Recycling Revenue Share due to market volatility. **FY 2026-27 Proposed Budget = \$0.**

New Franchise Development Reimbursement: Per the terms of the new collection franchise agreement and the reuse and post-collection agreements, the contractors are required to reimburse the Authority for the Authority's costs to conduct the franchise development and procurement process. Final reimbursements will be received in FY 2025-26. There will be no revenues or expenses for New Franchise Development for FY 2026-27. A table of the total revenues and expenses for this multi-year project is provided under the New Franchise Development expense below. **FY 2026-27 Proposed Budget = \$0.**

Interest Earned: This is interest earned on the \$19.4 million in reserve funds (including both General Fund and Member Agency reserves) placed in a Local Agency Investment Fund (LAIF), interest from the Authority's bank account. **FY 2026-27 Proposed Budget = \$842,103.**

Other Revenue: This category includes liquidated damages (penalties) paid by contractors, permit application fees from construction and demolition debris transporters, credit card reward points, and other minor revenues that aren't accounted for in other categories. **FY 2026-27 Proposed Budget = \$5,500.**

Miscellaneous Revenue: This category has traditionally included royalties that the Authority receives from the use of a public education video. Starting in FY 2026-27 Miscellaneous Revenue is being combined with Other Revenue. **FY 2026-27 Proposed Budget = \$0.**

B. Expenses

Personnel Services: expenses include staff salaries and benefits, worker's compensation, unemployment payments, Board Member remuneration, and temporary staffing on special projects. The proposed FY 2026-27 budget includes a 4.5% salary increase for all Authority staff, including the Executive Director. **FY 2026-27 Proposed Budget = \$1,398,391.**

Materials and Supplies: expenses include memberships and subscriptions, bank fees, office supplies, postage, reprographics, travel, staff development, and capital purchases. **FY 2026-27 Proposed Budget = \$101,400.**

Professional Services: expenses include legal services, computer troubleshooting and maintenance, auditing services, financial fees and services plus other consulting expenses generally not associated with a specific program. **FY 2026-27 Proposed Budget = \$405,500.** The sub-categories and line items are as follows:

Professional Services	
Description/Services	FY 2026-27 Proposed Budget
Professional Services Contracts & Contractors	
Stenographer	\$5,500
Website Maintenance	\$50,000
Computer Maintenance	\$28,000
New Franchise Implementation – Consulting*	\$50,000
Vehicle Impact Fee Study*	\$62,000
Compliance and Outreach Software Selection Assistance*	\$30,000
Hearing Officer (for any citations issued pursuant to SB 1383)	\$10,000
Subtotal Professional Services Contracts & Contractors	\$235,500
Financial Services	
Audit	\$25,000
Financial Consultant	\$7,000
Pension Actuarial Valuation	\$10,000
Accounting Software	\$5,000
Misc. Fees	\$8,000
Subtotal Financial Services	\$55,000
Legal Services	
General Counsel	\$92,500
Human Resources Attorney	\$7,500
Franchise Fee Study*	\$15,000
Subtotal Legal Services	\$115,000
Total Professional Services	\$405,500

*These are one-time expenses that are not expected to continue after FY 2026-27.

The total cost of the franchise fee study is \$90,000: \$75,000 in FY 2025-26 + \$15,000 in FY 2026-27

Website Maintenance: As requested by the Committee, the table below are details for Moore Iacofano Goltzman, Inc. (“MIG”) contract for website maintenance services. Included are details related to the hosting and maintenance of the website, as well as details regarding the type of website support tasks MIG provides to RecycleSmart.

Website Updates, Enhancements, and Maintenance	Software as a Service (SaaS) Platform	FY 2026-27 MIG Staff Hourly Rates
<ul style="list-style-type: none"> • Provide a single point of contact for all requests and operations • Respond to support requests within 24 business hours • Train or support RecycleSmart staff as needed • Enhance or modify the website as needed. Examples of current year’s requests: <ul style="list-style-type: none"> ○ Created new layout and color scheme for the home page and interior pages (this task will be completed using 2026-27 funding, approximately \$5,000) ○ Developed Reuse, Repair & Thrift Search Tool ○ Updated existing content. Examples include updates to the Volunteer page, Reuse page, Hello Recycling and Contact Form • Provide an annual planning workshop • Create new pages, which may include design, copywriting, development, and launch • Assist with visual design and programming/development of surveys. Examples include a Board of Directors survey, Castle Hill survey and Lafayette food scraps survey • Provide Google Analytics reports • Provide services, as requested 	<ul style="list-style-type: none"> • \$11,800 annually • Provide hosting for the website • Monitor website performance, uptime, user traffic, and security • Perform security & platform maintenance on the website • Renewal of the domain name and required WordPress plugins • Weekly Plug-in updates • 24/7 security monitoring <p style="background-color: #e0f0e0; margin: 5px 0;">Annual Plug-in Costs:</p> <ul style="list-style-type: none"> • Bellows Pro Accordion Menu - \$19 • Elementor Pro - \$399 • Max Mega Menu Pro Addon - \$99 • SearchWP - \$699 • Wordfence Security - \$149 	<ul style="list-style-type: none"> • Principal, Director of Technology Services: \$242 • Senior Project Manager: \$185 • Project Manager: \$164 • Senior Software Architect: \$226 • Director of Web Engineering: \$211 • Front End Developer: \$170 • UI/UX and Web Designer: \$125 • Creative/Art Director: \$211 • Designer: \$123 • TECS Project Associate: \$115 • Admin Assistant: \$118

New Franchise Development: This project will be completed in FY 2025-26. The table below shows the revenues and expenses for the entire multi-year project. The total Board-approved budget for the multi-year project was \$1,347,000. **FY 2026-27 Proposed Budget = \$0.**

New Franchise Development	FY 2023/24 Actuals	FY 2024/25 Actuals	FY 2025/26 Budget	FY 2025/26 Projected	FY 2026/27 Proposed Budget	Project Total*
Revenue	-	1,324,000	-	23,000	-	\$1,347,000
Expenses	389,518	652,535	125,941	304,947	-	\$1,347,000

*Project Total = FY 2023-24 Actuals + FY 2024-25 Actuals + FY 2025-26 Projected Actuals

Rent and Utilities: expenses include insurance, office rent, and telephone charges. The new office lease commenced on August 1, 2020. **FY 2026-27 Proposed Budget = \$206,526.**

Diversion and Compliance Programs: expenses are used to cover solid waste diversion and regulatory compliance related activities as approved by the Board. **FY 2026-27 Proposed Budget = \$1,562,728.** The Diversion and Compliance Programs and their proposed FY 2026-27 budgets were presented to the Board at its April 23, 2026 meeting. The Diversion and Compliance programs include:

Diversion and Compliance Program	FY 2026-27 Proposed Budget
Construction and Demolition Debris	32,340
Home Composting	37,000
Outreach & Education	830,000
SB 1383 Compliance	343,488
Household Hazardous Waste Event	130,000
School Recycling	189,900
Total	\$1,562,728

This report will now discuss two of the Diversion and Compliance programs in detail: Outreach & Education and SB 1383 Compliance.

Outreach & Education

Description/Services	FY 2026-27 Proposed Budget
Residential Newsletter	400,000
Community Funding	5,000
Graphic Design, Photography, Social Media	40,000
Promotion, Advertising, Print	73,000
Outreach Programs and Resources	109,500
Special Events	15,500
New Franchise Outreach	187,000
Total	\$830,000

When the new agreements with Republic and MDRR take effect on March 1, 2027, the Authority will take on many outreach activities that were previously performed by those contractors. Examples include the printing and mailing of the Reuse and Cleanup Day “save the date” post cards to all single-family homes twice per year and the design and printing of posters, stickers, and signs for multi-family and commercial customers. The cost of these outreach activities has always been included in customer rates but will be moved to the Authority’s budget from Republic and MDRR’s internal budgets. This will increase the amount of the Authority’s Outreach & Education budget beginning March 1, 2027.

Because the Authority’s fiscal year does not yet align with the rate year, the FY 2026-27 budget will include eight months (July – February) under the current agreements with Republic and MDRR, and four months (March – June) under the new agreements. Therefore, the increase in the Outreach & Education Budget as a result of the new agreements will affect only four months of FY 2026-27. In FY 2027-28, there will be an additional increase in the Outreach and Education budget as the impact of the new agreements will be for the entire twelve months.

The proposed FY 2026-27 Outreach and Education Budget of \$830,000 includes \$643,000 for activities that have traditionally been provided by the Authority, plus \$187,000 for activities related to the new franchise agreements. This \$187,000 represents four months of activities that previously were provided by Republic and MDRR plus some one-time expenditures related to educating the public about new programs that will be provided through the new franchise agreements. Staff estimates that, next year, the total Outreach and Education budget for FY 2027-28 will be approximately \$1.3 million, including both activities traditionally provided by the Authority plus twelve months of activities that were previously provided by Republic and MDRR.

The largest single expense in the Outreach and Education budget is the quarterly residential newsletter which is mailed to all single-family and multi-family units in the Authority’s service area. The newsletter has traditionally been in the Authority’s budget as opposed to Republic’s budget, so it will not be a new expense when the new franchise agreements begin on March 1, 2027. The proposed FY 2026-27 budget for the newsletter is \$400,000, which includes design, printing, and mailing. The Authority distributes approximately 353,344 total newsletters per year, for an estimated cost of \$1.13 per newsletter: 65,453 single-family units + 22,883 multi-family units = 88,336 total units x 4 issues per year = 353,344 total newsletters per year. \$400,000 per year / 353,344 newsletters = \$1.13 per newsletter. Note that approximately 2,000 residents have elected to only receive electronic copies of the newsletter.

SB 1383 Compliance

Description/Services	FY 2026-27 Proposed Budget
CalRecycle Implementation Record and Enforcement Assistance*	37,488
Waste Characterization Study*	115,000
Contra Costa Health Services Inspections	38,000
Food Recovery Technical Assistance	53,000
Route Monitoring and Education	50,000
Countywide Food Recovery Forum and Gap Analysis Response	50,000
Total	\$343,488

*These are one-time expenses that are not expected to continue after FY 2026-27.

Since FY 2023-24, the Authority’s SB 1383 Compliance activities have been funded by grants from CalRecycle. The final grant period ends on November 1, 2026, and the Authority will have expended all grant funds. There are currently no new grant funds available for this purpose. In FY 2026-27, the grant will fund \$163,488 of the Authority’s SB 1383 Compliance activities. The remaining \$180,000 will be funded out of other revenues to the General Fund (\$163,488 grant-funded + \$180,000 non-grant funded = \$343,488 total SB1383 budget). In future years SB 1383 Compliance activities will be funded entirely from non-grant revenues. The single largest proposed SB 1383 expenditure in FY 2026-27 is \$115,000 to complete the waste characterization study. This is a one-time expense that will not recur in FY 2027-28. Staff estimates on-going SB 1383 Compliance expenditures in FY 2027-28 to be approximately \$190,000.

C. Transfers in From Grant Fund

The Committee recommends creating a separate Grant Fund to receive grant revenue. Revenue received in the Grant Fund will then be transferred to the General Fund to offset grant-funded expenses. There are two grants that will provide partial funding to projects in FY 2026-27:

SB 1383 Organics Compliance Grant: expenses for programs specifically required by SB 1383 as

described above. The Authority received grant funding from CalRecycle for SB 1383 implementation. The grants are intended to provide funding for multiple fiscal years. The table below shows the revenues and expenses related to the most recent SB 1383 compliance grant (OWR4) for \$591,371.

SB 1383 Grant	FY 2024/25 Actuals	FY 2025/26 Budget	FY 2025/26 Projected	FY 2026/27 Proposed Budget	Project Total*
Revenue	278,681	384,171	149,202	163,488	\$591,371
Expenses	278,681	384,171	149,202	163,488	\$591,371

*Project Total = FY 2024-25 Actuals + FY 2025-26 Projected Actuals + FY 2026-27 Proposed Budget. Staff is proposing to spend the remainder of the grant funds in FY 2026-27 before the November 1, 2026 deadline.

In addition to the \$163,488 in SB 1383 expenses that will be funded through the grant, staff is proposing \$180,000 in SB 1383 expenses that will be funded from other General Fund revenue sources, for a total proposed FY 2026-27 SB 1383 budget of \$343,488.

Household Hazardous Waste Event Grant: The Authority was granted \$100,000 in grant funding from CalRecycle to conduct a one-day household hazardous waste drop-off event in our service area. The grant funds must be spent by February 28, 2029, and staff plans to conduct the event in 2027. The event is estimated to cost \$130,000. The additional \$30,000 will be funded from other General Fund revenue sources.

D. Revenue Less Expenses

This is the annual net revenue for the General Fund. It is calculated in this manner:

Revenues + Transfers from the Grant Fund – Expenses

For the proposed FY 2026-27 budget the net revenue is:

Revenues	\$4,258,660
Plus Transfers from Grant Fund	<u>\$263,488</u>
Subtotal	\$4,522,148
Minus Expenses	<u>\$3,674,545</u>
Equals Net Revenue	\$847,603

E. Ending Fund Balance

Based on the above estimated revenue and expenditures, the General Fund balance at the end of FY 2025-26 is estimated to be \$2,626,920. It is calculated in this manner:

Beginning Fund Balance	\$2,626,920
Plus Net Revenue	<u>\$847,603</u>
Subtotal	\$3,474,523
Minus Contributions to Member Agency Reserves	<u>\$1,892,011</u>
Equals Ending Fund Balance	\$1,582,512

Of the \$1,582,512 ending fund balance, \$734,909 has been set aside as General Fund Reserve. The General Fund Reserve is calculated by taking 20% of the Proposed Budgeted Expenditures for FY 2026-27 (\$3,674,545 x 0.2 = \$734,909).

F. Contributions to Member Agency Reserves

The FY 2026-27 Contributions to Member Agency Reserves were estimated in this manner:

Projected FY 2025-26 Ending Fund Balance	\$2,626,920
Minus the 20% General Fund Reserve	<u>\$734,909</u>
Equals FY 2025-26 Unassigned Fund Balance	\$1,892,011

The Unassigned Fund Balance from FY 2025-26 is available to be disbursed to the Member Agency Reserve Funds during FY 2025-26 after the independent audit of FY 2025-26 actual financials is completed. The General Fund Reserve is calculated as 20% of the budgeted expenses for the year in which the disbursement to the Member Agency Reserves is being made. Therefore, the General Fund Reserve used to calculate the disbursement to be made in FY 2026-27 is 20% of the proposed budgeted expenses for FY 2026-27 (\$3,674,545 x 0.2 = \$734,909). The proposed FY 2026-27 budget assumes that the Board will elect to disburse the entire FY 2025-26 Unassigned Fund Balance of \$1,892,011 to the Member Agency Reserves in accordance with past practice.

Proposed Post-Collection and Reuse Fund Budget

The Post-Collection and Reuse Fund budget is set up exclusively for payments to contractors for post-collection services and the Reuse, Cleanup, and Bulky Item program. Republic Services collects these funds from rate payers and provides them to the Authority for payment to the contractors for their services. The proposed expenses and matching revenues for the Post-Collection and Reuse Fund budget are \$11,799,942 (Attachment B). This includes eight months of payments for the current Reuse program plus four months of payments to MDRR for the expanded Reuse, Cleanup and Bulky Item program. It also includes eight months of payments at current rates to MDRR for recyclables processing and EBMUD for anaerobic digestion of commercial food scraps, plus four months of payments to all post-collection services at the rates established in the new agreements.

A. Revenues

Reuse Program Revenue: Rate revenue to fund the current Reuse Program. This revenue is only needed for eight months of FY 2026-27 (July 1, 2026 – February 28, 2027). On March 1, 2027 the current Reuse Program will end and will be replaced by the new expanded Reuse, Cleanup, and Bulky Program. **FY 2026-27 Proposed Budget = \$751,674.**

Rate Revenue: Rate revenue to fund all of the Post-Collection and Reuse Programs except for the current Reuse Program. For the first eight months of FY 2026-27 this includes the current programs for recyclables processing and anaerobic digestion which were previously in the General Fund. After March 1, 2027 the new programs begin, and this revenue funds all Post-Collection and Reuse Programs for the remaining four months of the fiscal year. **FY 2026-27 Proposed Budget = \$11,408,268.**

B. Expenses

Current Reuse Program: Payments to MDRR to provide the current Reuse Program. The current program only includes Reuse Days for single-family dwellings. It does not include Cleanup Days, bulky items, or multi-family dwellings. This expense is only needed for eight months of FY 2026-27 (July 1, 2026 – February 28, 2027). On March 1, 2027 the current Reuse Program will end and will be replaced by the new expanded Reuse, Cleanup, and Bulky Program. **FY 2026-27 Proposed Budget = \$751,674.**

Current Commercial Anaerobic Digestion Agreement: Payments to EBMUD for anaerobic digestion of commercial food scraps. This expense was in the General Fund in FY 2025-26. The current agreement with EBMUD will continue beyond March 1, 2027 until June 30, 2030. **FY 2026-27 Proposed Budget = \$209,211.**

Current Recyclables Processing Agreement: Payments to MDRR to process the Authority's recyclables under the current agreement. This expense is only needed for eight months of FY 2026-27 (July 1, 2026 – February 28, 2027). On March 1, 2027 the current Recyclables Processing agreement will end and will be replaced by the new Recyclables Processing agreement. **FY 2026-27 Proposed Budget = \$1,754,983.**

New Reuse, Cleanup, and Bulky Program: Payments to MDRR for the new, expanded Reuse, Cleanup, and Bulky Program. This program will be expanded to include bulky items, additional materials, service to multi-family dwellings, and an on-call reuse pick-up for single-family dwellings. This program will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). **FY 2026-27 Proposed Budget = \$1,633,333.**

New Recyclables Processing Agreement: Payments to MDRR to process the Authority's recyclables under the new agreement. The new agreement will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). **FY 2026-27 Proposed Budget = \$1,527,465.**

New Composting Agreement: Payments to Recology to compost the Authority's organics under the new composting agreement. Composting services are currently provided under the collection agreement with Republic. The new agreement with Recology will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). **FY 2026-27 Proposed Budget = \$1,643,243.**

New Landfill Disposal Agreement: Payments to Republic to dispose of the Authority’s solid waste under the new landfill disposal agreement. Disposal services are currently provided under the collection agreement with Republic. The new, separate disposal agreement with Republic will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). **FY 2026-27 Proposed Budget = \$1,413,925.**

New Transfer Agreement: Payments to MDRR to transfer the Authority’s solid waste to Republic’s landfill and to transfer the Authority’s organics to Recology’s composting facility. Transfer services are currently provided under the collection agreement with Republic. The new agreement with MDRR will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). **FY 2026-27 Proposed Budget = \$2,739,854.**

New Commercial Food Scraps Processing Agreement: Payments to Republic to process the Authority’s commercial food scraps using the “Thor” depackager and then transfer the resulting slurry to EMBUD’s wastewater treatment facility for anaerobic digestion. These services are currently provided under the collection agreement with Republic. The new, separate agreement with Republic will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). **FY 2026-27 Proposed Budget = \$102,594.**

New SB 1383 Compost Procurement Expense: Payments to Recology to provide finished compost for compost give-away events, the compost distribution hub at Heather Farm Park, Member Agency parks and facilities, and to local farmers in order to achieve Member Agency compliance with SB 1383’s compost procurement requirement. This service is currently provided under the collection agreement with Republic. The new agreement with Recology will begin on March 1, 2027. Therefore, this expense will only be incurred during the last four months of FY 2026-27 (March 2026 – June 2027). This will be provided under the new Recology Composting agreement but is being budgeted separately to track the cost of compliance. **FY 2026-27 Proposed Budget = \$23,660.**

C. Revenue Less Expenses

This is the annual net revenue for the Post-Collection and Reuse Fund. This budget is intended to break even. Most of the expenses in the fund are based on the tons transferred, processed, composted, digested, or landfilled. When estimating expenses for the budget, staff averaged the tons collected for each material for the past three years and then added a 5% contingency. If there is excess revenue in this fund at the end of FY 2026-27, staff recommends adding the excess to the existing fund balance as a contingency for any future unexpected increases in tonnage.

D. Ending Fund Balance

The current Reuse Fund has an existing fund balance of \$85,877. This fund balance will remain when the Reuse Fund is expanded to be the Post-Collection and Reuse Fund and will be available to pay any expenses from the fund. The proposed FY 2026-27 Post-Collection and Reuse Fund budget is intended to break even, but the existing fund balance will be available to cover any shortfall up to \$85,877.

Current Fund Balances (All Funds)

The tables below show total fund balances and bank/investment account balances:

Audited Fund Balances - As of June 30, 2025		Estimated Fund Balances As of April 30, 2026
General Fund	4,993,778	2,626,920
Reuse Fund	85,877	85,877
Member Agency Reserve Funds	17,772,408	21,130,481
Contra Costa County	3,088,268	4,035,495
Town of Danville	3,498,077	4,209,718
City of Lafayette	2,653,051	3,137,935
Town of Moraga	1,122,733	1,398,691
City of Orinda	1,349,060	1,939,950
City of Walnut Creek	6,061,219	6,408,693
Grand Total - All Funds	22,852,063	23,843,278
Bank and Investment Account Balances - As of June 30, 2025		Bank and Investment Account Balances As of April 30, 2026
Wells Fargo	1,997,991	3,740,876
Local Agency Investment Fund (LAIF)	19,423,643	20,233,063
Total	21,421,635	23,973,939

The total fund balance does not match the total bank/investment account balance exactly due to accounts receivable/payable, prepaid expenses, and accruals.

Net Pension Liability and OPEB Liability

The table below shows the Authority’s net pension liability over time. On June 30, 2022, the Authority had a net pension asset because the Board had decided to pay down the liability in prior years. The net pension asset became a liability again by 2023. As of June 30, 2025, the total net pension liability was \$125,678.

Each year the Authority receives an invoice from CalPERS for unfunded accrued pension liability. The proposed FY 2026-27 budget includes \$33,199 for this purpose, per the CalPERS website. In the past the Authority has chosen to pay more than the annual amount calculated by CalPERS in order to pay down the Authority’s net pension liability.

Net Pension Asset (Liability)				
6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025
(157,469)	624,980	(30,180)	(144,098)	(125,678)

The table below shows the Authority’s Other Post Employment Benefit (OPEB) Liability. Figures are shown in parentheses to indicate that it is a liability instead of an asset.

Other Post Employment Benefit Liability				
6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025
(71,207)	(88,017)	(57,152)	(66,047)	(53,269)

Staff will include the current net pension liability and OPEB liability in future reports to the Committee and the Board during the annual budget process. This information is also available in the Authority's annual financial audit report.

ATTACHMENTS

- A. Operations Fund Budget for FY 2026-27
- B. Reuse Fund Budget for FY 2026-27
- C. Grant Fund Budget for FY2026-27

General Fund Budget Fiscal Year 2026-27						
	<u>FY 2024-25 Actuals</u>	<u>FY 2025-26 Adopted Budget</u>	<u>Projected FY 2025-26 EOY Actuals</u>	<u>Proposed FY 2026-27 Budget (July- February) Old Contracts</u>	<u>Proposed FY 2026-27 Budget (March- June) New Contracts</u>	<u>Proposed FY 2026-27 Budget (Total)</u>
Beginning Fund Balance	\$ 3,201,539	\$ 3,812,407	\$ 4,993,778	\$ 1,751,280	\$ 875,640	\$ 2,626,920
<u>Revenues</u>						
JPA	2,654,734	2,084,749	2,084,749	SEE RATE REVENUE		
Diversion Program	731,792	766,952	766,952	SEE RATE REVENUE		
Rate Revenue	SEE JPA & DIVERSION PROGRAM REVENUE			2,274,038	1,137,019	\$ 3,411,057
Post Collection Processing	2,639,993	2,821,903	2,668,253	MOVED TO POST-COLLECTION & REUSE FUND		
Recycling Revenue Share	907,735	-	553,000	NOT BUDGETED DUE TO VOLATILITY		
New Franchise Development Reimb	1,324,000	-	23,000	COMPLETED THE PROJECT IN FY 2025-26		
Interest Earned	970,182	801,552	838,866	561,402	280,701	\$ 842,103
Other	4,448	10,000	305	3,667	1,833	\$ 5,500
Miscellaneous	24	500	300	COMBINED W/ OTHER REVENUE		
Total Revenues	9,232,908	6,485,656	6,935,425	2,839,107	1,419,553	4,258,660
Transfers In from Grant Fund						
SB 1383 Organics Compliance Grant Program	278,681	384,171	149,202	108,992	\$ 54,496	\$ 163,488
Household Hazardous Waste Event (Grant)				\$ 66,667	\$ 33,333	\$ 100,000
Total Transfers In from Grant Fund	278,681	384,171	149,202	175,659	87,829	263,488
Total Revenues & Transfers In	9,511,589	6,869,827	7,084,627	3,014,765	1,507,383	4,522,148
Total Funds Made Available	12,713,127	10,682,234	12,078,405	4,766,045	2,383,023	7,149,068
<u>Expenses</u>						
Full Time Staff Salaries	961,203	1,014,847	1,014,568	708,953	354,477	\$ 1,063,430
Benefits	261,961	280,926	277,005	193,842	96,921	\$ 290,762
Pension Unfunded Accrued Liability Expense	10,704	23,530	23,530	22,133	11,066	\$ 33,199
Temporary Staff	4,408	5,000	-	3,333	1,667	\$ 5,000
Board Member Remuneration	5,400	6,000	6,000	4,000	2,000	\$ 6,000
Total Personnel Services	1,243,676	1,330,303	1,321,102	932,261	466,130	1,398,391
Copier Lease	8,660	9,200	8,200	6,200	\$ 3,100	\$ 9,300
Bank and Other Fees	17,728	18,800	18,327	12,533	\$ 6,267	\$ 18,800
Memberships Dues Subscriptions	9,341	9,715	9,085	8,333	\$ 4,167	\$ 12,500
Miscellaneous	149	300	200	200	\$ 100	\$ 300
Office Supplies	11,200	13,500	8,640	9,000	\$ 4,500	\$ 13,500
Postage	801			COMBINED WITH OFFICE SUPPLIES		
Non-Capital Equipment/Furnishings	2,500	2,500	2,500	3,333	\$ 1,667	\$ 5,000
Staff Development/Travel/Conf/Meeting	21,040	27,500	23,700	20,000	\$ 10,000	\$ 30,000
Capital Furnishings/Equip		45,000	45,000	8,000	\$ 4,000	\$ 12,000
Total Materials and Supplies	71,419	126,515	115,652	67,600	33,800	101,400
Professional Svcs Contracts & Contractors	42,276	102,000	95,300	157,000	\$ 78,500	\$ 235,500
Financial Services	25,750	55,000	33,000	36,667	\$ 18,333	\$ 55,000
Legal	38,922	152,000	132,000	76,667	\$ 38,333	\$ 115,000
Total Professional Services	106,948	309,000	260,300	270,333	135,167	405,500

General Fund Budget Fiscal Year 2026-27						
	<u>FY 2024-25</u> <u>Actuals</u>	<u>FY 2025-26</u> <u>Adopted</u> <u>Budget</u>	<u>Projected</u> <u>FY 2025-26</u> <u>EOY Actuals</u>	<u>Proposed FY</u> <u>2026-27</u> <u>Budget (July-</u> <u>February)</u> <u>Old</u> <u>Contracts</u>	<u>Proposed FY</u> <u>2026-27</u> <u>Budget (March-</u> <u>June)</u> <u>New Contracts</u>	<u>Proposed FY</u> <u>2026-27</u> <u>Budget (Total)</u>
New Franchise Development	652,535	125,941	304,947	COMPLETED THE PROJECT IN FY 2025-26		
Total New Franchise Development	652,535	125,941	304,947	-	-	-
Insurance	34,006	35,706	41,737	30,093	\$ 15,046	\$ 45,139
Rent	143,025	148,601	148,598	101,711	\$ 50,856	\$ 152,567
Telephone	8,411	8,684	8,556	5,880	\$ 2,940	\$ 8,820
Total Rent and Utilities	185,442	192,991	198,891	137,684	68,842	206,526
C&D Program	16,560	30,220	24,216	21,560	10,780	\$ 32,340
Home Composting	18,713	37,000	37,000	24,667	12,333	\$ 37,000
Outreach & Education ¹	479,633	504,232	481,240	428,667	401,333	\$ 830,000
SB1383 Program ²	278,681	384,171	149,202	228,992	114,496	\$ 343,488
Household Hazardous Waste Event ³	NEW ONE-TIME PROJECT FOR FY2026-27			86,667	43,333	\$ 130,000
School Recycling	142,867	180,000	160,000	126,600	63,300	\$ 189,900
Special Events	5,631	15,500	15,500	COMBINED W/ OUTREACH & EDUCATION		
Diversion & Compliance Program Expenses⁴	942,085	1,151,123	867,158	917,152	645,576	1,562,728
Post Collection Processing Cost ⁵	2,654,434	2,821,903	2,668,253	MOVED TO POST-COLLECTION & REUSE FUND		
Total Post Collection Processing Costs	2,654,434	2,821,903	2,668,253	-	-	-
Total Expenses	5,856,538	6,057,775	5,736,303	2,325,030	1,349,515	3,674,545
Transfers Out to Grant Fund						
SB 1383 Organics Compliance Grant Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Household Hazardous Waste Event (Grant)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers Out to Grant Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses & Transfers Out	\$ 5,856,538	\$ 6,057,775	\$ 5,736,303	\$ 2,325,030	\$ 1,349,515	\$ 3,674,545
Revenue Less Expenses	\$ 3,655,050	\$ 812,052	\$ 1,348,324	\$ 689,735	\$ 157,868	\$ 847,603
Contributions to Member Agency Reserves ⁶	1,862,811	2,600,852	3,715,182	1,261,341	630,670	1,892,011
Nonspendable (Prepaid)	\$ 72,042	\$ -	\$ -	\$ -	\$ -	\$ -
Unassigned Fund Balance	\$ 3,715,181	\$ 817,052	\$ 1,892,011	\$ 689,735	\$ 157,868	\$ 847,603
General Fund Reserve Fund Balance (must equal 20% of Current Year's Budgeted Expenses)⁷	\$ 1,206,555	\$ 1,206,555	\$ 734,909	\$ 489,939	\$ 244,970	\$ 734,909
Ending Fund Balance	\$ 4,993,778	\$ 2,023,607	\$ 2,626,920	\$ 1,179,675	\$ 402,837	\$ 1,582,512

¹FY 2026-27 Outreach & Education budget includes four months of higher expenses due to the new franchise agreements

²Includes both grant-funded and non-grant-funded expenses. See staff report for details on multi-year SB 1383 project.

³Includes both grant-funded and non-grant funded expenses

⁴Diversion Programs renamed as Diversion & Compliance Programs

⁵Post Collection Processing Expenses moved to the Post Collection and Reuse Fund and itemized by processor

⁶Per the approval of the Board Members on December 11, 2025 unassigned fund balance for the amount of \$3,715,182 were distributed to member agencies.

⁷General Fund Reserve (20% of Total Budgeted Expenditures) \$3,674,545*20% = \$734,909

Post-Collection & Reuse Fund Budget Fiscal Year 2026-27					
	FY 2025-26 Adopted Budget	Projected FY 2025-26 EOY Actuals	Proposed FY 2026-27 Budget (July-February) Old Contracts	Proposed FY 2026-27 Budget (March-June) New Contracts	Total Proposed FY 2026-27 Budget
Beginning Fund Balance	85,877	85,877	57,251	28,626	85,877
Revenues					
Reuse Program Income (from Rates) ¹	1,127,511	1,127,511	751,674		751,674
Rate Revenue ²			1,901,650	9,146,618	11,048,268
Total Revenues	1,127,511	1,127,511	2,653,324	9,146,618	11,799,942
Total Funds Made Available	1,213,388	1,213,388	2,710,575	9,175,244	11,885,819
Expenses					
Reuse Program (MDRR) - Current ³	1,127,511	1,127,511	751,674		751,674
Commercial Anaerobic Digestion (EBMUD) - Current ⁴			146,667	62,544	209,211
Recyclables Processing (MDRR) - Current ⁵			1,754,983		1,754,983
Reuse, Clean Up and Bulky Program (MDRR) - New ⁶				1,633,333	1,633,333
Recyclables Processing (MDRR) - New ⁷				1,527,465	1,527,465
Composting (Recology) - New ⁷				1,643,243	1,643,243
Landfill Disposal (Republic) - New ⁷				1,413,925	1,413,925
Transfer (MDRR) - New ⁷				2,739,854	2,739,854
Commercial Food Scraps Processing (Republic) - New ⁷				102,594	102,594
SB 1383 Compost Procurement (Recology) - New ⁷				23,660	23,660
Total Expenses	1,127,511	1,127,511	2,653,324	9,146,618	11,799,942
Revenue less Expenses	-	-	-	-	-
Ending Fund Balance	85,877	85,877	57,251	28,626	85,877
¹ Rate revenue to fund current Reuse Program. Only needed for eight months of FY 2026-27. ² Rate revenue to fund the all Post Collection and Reuse Programs except for the current Reuse Program. For the first eight months of FY 2026-27 this includes the current the current programs for recyclables processing and anaerobic digestion which were previously in the General Fund. After March 1, 2027 the new programs begin, and this revenue funds all post-collection and reuse programs for the remaining four months of the fiscal year. ³ Current Reuse Program. Only includes single-family Reuse Days. Ends February 28, 2027. ⁴ Current anaerobic digestion contract. Was in the General Fund in FY 2025-26. Continues until 2030. ⁵ Current recyclables processing agreement. Was in the General Fund in FY 2025-26. Ends February 28, 2027. ⁶ New expanded Reuse, Clean Up, and Bulky Program. Begins March 1, 2027. ⁷ New post-collection agreement. Begins March 1, 2027. This service was previously provided as a part of the collection agreement.					

Grant Fund Budget Fiscal Year 2026-27						
	<u>FY 2024-25 Actuals</u>	<u>FY 2025-26 Adopted Budget</u>	<u>Projected FY 2025-26 EOY Actuals</u>	<u>Proposed FY 2026-27 Budget (July-February) Old Contract</u>	<u>Proposed FY 2026-27 Budget (March-June) New Contract</u>	<u>Proposed FY 2026-27 Budget (Total)</u>
<u>Revenues</u>						
SB 1383 Local Assistance Grant	278,681	384,171	149,202	108,992	54,496	\$ 163,488
Household Hazardous Waste Event Grant	-	-	-	66,667	33,333	\$ 100,000
Total Revenues	278,681	384,171	149,202	175,659	87,829	263,488
<u>Tranfers In from General Fund</u>						
SB 1383 Organics Compliance Grant Program						
Household Hazardous Waste Event Grant						
Total Tranfers In from General Fund	-	-	-	-	-	-
Total Revenue & Tranfers In	278,681	384,171	149,202	175,659	87,829	263,488
<u>Expenses</u>						
SB 1383 Organics Compliance Grant Program						
Household Hazardous Waste Event Grant						
Total Expenses	-	-	-	-	-	-
<u>Tranfers Out to General Fund</u>						
SB 1383 Organics Compliance Grant Program	278,681	384,171	149,202	108,992	54,496	\$ 163,488
Household Hazardous Waste Event Grant				66,667	33,333	\$ 100,000
Tranfers Out to General Fund	278,681	384,171	149,202	175,659	87,829	263,488



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: MAY 28, 2026
SUBJECT: EXECUTIVE DIRECTOR'S MONTHLY REPORT

SUMMARY

Central Contra Costa Solid Waste Authority (Authority) staff perform 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 manage the franchise agreements and customer service in addition to monitoring monthly reporting by our service providers. Staff also interact 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

Notable Events:

As described in the Third Amendment to the Republic franchise agreement, the service quality metric is 2,700 or fewer missed container pickups from residential subscribers on incomplete routes in a four-week period. Republic is entitled to a special rate increase in RY 12 that is based on the number of four-week periods in which they met the service quality metric. Because they met the service quality metric in 11 of the 12 four-week periods, they received a special rate increase of \$2,138,515.02 in RY 12 (March 2026 – February 2027). The Third Amendment also provides that \$112,553.42 of the RY 12 special rate increase may be “clawed back” for each four-week period that Republic does not meet the metric between September 15, 2025, and February 26, 2027. Therefore, we are continuing to track performance through the end of the franchise.

Period	Four-Week Period Beginning	Number of Missed Residential Collections	Metric Met (2,700 or fewer)
1	September 15, 2025	2268	Yes
2	October 13, 2025	1372	Yes
3	November 10, 2025	2112	Yes
4	December 8, 2025	2588	Yes
5	January 5, 2026	1695	Yes
6	February 2, 2026	2677	Yes
7	March 2, 2026	2929	No
8	March 30, 2026	1568	Yes

Completed and Ongoing Activities:

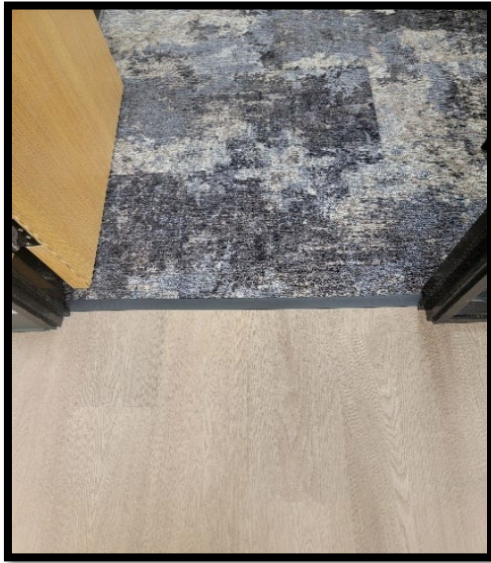
- Office flooring project: The office flooring project has been completed, replacing all of the worn-out and stained sixteen-year-old carpet in the Authority’s leased office space with a combination of new carpet and resilient flooring. For this project we attempted to “walk our talk” and use recycled content, recyclable, and sustainable products and green building practices. The old carpet was recycled.

The new carpet chosen was a Milliken brand carpet tile ([Flooring Sustainability Overview | Milliken](#)), which has an NSF 140 Gold certification, includes 44% pre-consumer recycled content, is 100% recyclable, and is LEED-qualified. See Attachment A for more detailed specifications. The tile format reduces waste versus rolled carpet because it enables individual tiles to be replaced if they have become worn or damaged, as opposed to having to replace the entire carpet in a room. This should also extend the life of the flooring. The sustainable Milliken carpet brand was recommended by Board Member Arnerich.

The resilient flooring is from the Patcraft “ReMaterial” line ([ReMaterial - Commercial Resilient Flooring | Patcraft](#)), which contains no PVC (polyvinyl chloride), has 25% post-consumer recycled content (e.g. recycled plastic yogurt cups and detergent bottles), and is also 100% recyclable. See Attachment B for more detailed specifications.

Both the Milliken and Patcraft companies have “take-back” programs in which they will accept and recycle used flooring when it has reached the end of its useful life: [Reclaim Flooring: Sustainable Flooring Solutions | Milliken, Patcraft | In the Loop | Carpet Recycling Program](#)

Finally, the new baseboards are made by Roppe, are LEED-qualified, and have NSF/ANSI 332 Platinum certification. They do not contain recycled content. See Attachment C for more detailed specifications. The total budgeted amount was \$45,000. The project’s labor and materials costs included: \$25,976.00 (floor), \$7,238.98 (furniture move), and \$3,315.72 (paint — for the common areas and one office). The total costs were \$36,530.70. Staff rounded out the new décor with some secondhand donated chairs from another tenant in our building, and upbeat recycling and food waste reduction-themed artwork.



- The monthly Member Agency liaison meeting took place on May 14. We discussed the informal SB 1383 implementation record review by CalRecycle, SB 1383-specific outreach and compliance inspections at businesses and multifamily properties, reminders about keeping paper procurement records, upcoming Repair Café events, and the Lafayette food scraps survey and campaign.

Member Agency Liaisons			
Name & Member Agency	Title	Email	Phone (925)
Ellen Edgar, County	Planner	Ellen.edgar@dcd.cccounty.us	655-2767
Cat Bravo, Danville	Management Analyst	cbravo@danville.ca.gov	314-3377
Nichole Zittel, Lafayette	Associate Planner	nzittel@ci.lafayette.ca.us	299-3211
Estela Ramirez, Orinda	Management Analyst	eramirez@cityoforinda.org	253 - 4252
Cassius Carandang, Moraga	Assistant Planner	ccarandang@moraga.ca.us	888-7042
Candice Rankin Mumby, Walnut Creek	Sustainability Manager	rankinmumby@walnut-creek.org	943-5899 x2304

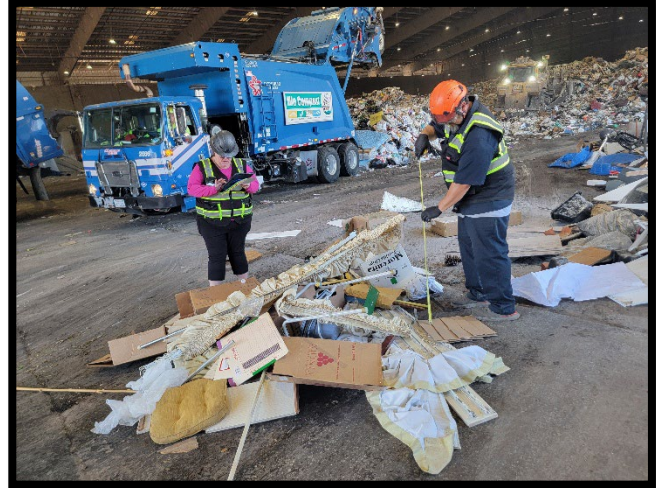
- On May 7, staff met with a CalRecycle representative to discuss their informal review of our implementation record, an extensive recordkeeping requirement of SB 1383. The purpose of this informal review was to help us prepare for the formal CalRecycle JACE audit of the Authority’s SB 1383 compliance which will take place sometime this calendar year. Staff made improvements to our implementation record in response to CalRecycle’s informal review. CalRecycle responded to staff questions regarding SB 1383 requirements and how best to demonstrate compliance. We appreciate CalRecycle’s guidance and suggestions. Staff was able to clarify questions related to the required frequency of food recovery inspections and what constitutes SB 1383-complaint route review follow up education. Staff has also undertaken a review of commercial accounts with waivers for organics service, increased the number of warning letters issued to accounts for lack of proper sorting and, in partnership with Republic Services, provided more technical assistance to fast casual eateries to set up compliant front-of-house 3- stream receptacle systems.

- The residential and self-haul waste characterization field study is complete. Our contractor, HDR, is doing the analysis; staff will follow up with a report to the Board later this year.

Hand-sorting residential solid waste



Visual characterization of a self-haul load



- Upcoming tour of the Recology Blossom Valley Organics North compost facility: On Wednesday, June 17, Board Members are cordially invited to a tour of the Recology BVON compost facility. We will gather at the Authority offices at 8:45 am and will return around noon. Please let Janna know if you wish to attend. Recology staff will also give a presentation to the Board showcasing the facility at the June 25 Board meeting.
- On May 21, staff met remotely with representatives from Recology to coordinate the compost facility tour, plan the Board presentation, and to “kick off” the new composting agreement. Staff made introductions and identified which Authority and Recology employees should be contacted for different topics (billing, reporting, compost orders, operations, contamination, public education, tours, etc.) Judith Silver is the contract manager for the Recology composting agreement. Recology will begin composting the Authority’s organics on March 1, 2027. They will also begin providing the Authority and its Member agencies with up to 1,000 cubic yards per year of finished compost, mulch, or wood chips, delivered at no charge, with additional yards available for a fee. Recology owes the Authority some plans prior to start-up: Load Classification, Residue Allocation and Disposal, Disaster Response Planning, Alternate Approved Facilities, Safety Training, and Job Offers to Displaced Workers. This kick-off meeting was part of our overall implementation plan for the new 2027 Agreements.

Community Events

1. May 5 – Alamo Municipal Advisory Council presentation. The presentation included an explanation of SB 1383 and an overview of current and future trash, recycling and organics services.
2. May 14 – Lafayette Community Garden presentation. RecycleSmart, the City of Lafayette, and Republic Services presented on “what goes where” with an emphasis on plastics and the importance of putting food scraps in the green organics cart to reduce methane emissions, a

potent greenhouse gas. The photo provided below is the city sign board in downtown Lafayette promoting the event.



3. June 6 -7 – Republic Services participates at the **Walnut Creek Art & Wine Festival** each year (required by the Franchise Agreement) by helping the Walnut Creek Chamber of Commerce with pre-event, day-of, and post-event recycling, organics, and landfill sorting services. Republic provides collection dumpsters/carts and waste diversion three-stream stations throughout the event grounds for the entire weekend, as well as waste station monitoring staff (Race to Zero Waste) who guide attendees and help hand sort waste for higher diversion. **New in 2026! Race to Zero Waste will host a “Zero Waste Booth” (example photo provided below) at the event to create a more prominent visual to recycle and compost and directly engage with event attendees on proper sorting in real time!**



- Lafayette Food Scraps Diversion pilot.** Staff mailed a postcard (image provided below) to all single-family and multifamily residents in Lafayette asking for participation in a survey to better understand how households in Lafayette value, collect, and discard food scraps. The postcard also promoted the availability of free kitchen food scraps pails. To date, 439 Lafayette residents have taken the survey: www.RecycleSmart.org/Survey (this survey is intended for Lafayette residents only). The deadline to participate in the Lafayette food scraps online survey is May 31, 2026. An outreach campaign based on data collected from the survey will take place next fall. Staff also attended the Lafayette Chamber of Commerce “Taste of Lafayette” event on May 19th to promote the food scraps survey. In spring 2027, after the outreach and education campaign, RecycleSmart and our field consultant will conduct walking cart audits (lid flips) to determine if there is an increase in residents putting food scraps in the green organics cart. If this pilot is successful, staff can expand the outreach and education campaign to additional member jurisdictions.



- 2026 RecycleSmart “Eco Hero” Sustainability Summer Camps.** Summer is quickly approaching! RecycleSmart and our contracted teachers, Marian Woodard and Alice Burns, with assistance from The Gardens at Heather Farm education staff, will partner with our member jurisdictions to provide youth (ages 6-12) summer camps on the following dates from about 9:00am to 12-noon each day:
 - City of Orinda: June 15-18
 - Town of Danville: July 7-8
 - City of Walnut Creek: July 13-15
- The photo provided below was taken on April 7th at the City of Orinda Council meeting where the City and RecycleSmart were awarded the 2025 Award of Excellence from the California Parks and Recreation Society for the Eco Hero Sustainability Camp partnership.



- RecycleSmart, Mt. Diablo Resource Recovery (MDRR), and Republic Services are providing a free, week-long, **Reuse and Cleanup Days event** during move-out, May 18-22, at **Saint Mary's College (SMC)** and on **Ascot Drive** (off-campus students) **in Moraga**. RecycleSmart wants to thank both service providers for donating their services for several years to provide this pilot to reduce illegal dumping and partner with SMC to provide education and outreach. This service is now built into the new 2027 Franchise with MDRR. Staff also wants to appreciate Kyle Salvin, Public Works Manager with Moraga, for planning and assistance each year.
- RecycleSmart, the Rossmoor Golden Rain Foundation, Mt. Diablo Resource Recovery, and Republic Services are preparing for **Reuse and Cleanup Day services in Rossmoor** to pilot multifamily operations in advance of new 2027 services and to help reduce the amount of reusable and non-usable household goods in Rossmoor for a smoother transition in the coming year.

Staff participated in or attended the following meetings in May 2026

- Countywide AB 939 (solid waste managers) quarterly meeting, May 5
- California Organic Recycling Council Member Meeting, May 8
- BayROC (Bay Area Recycling Outreach Coalition) meeting, May 12
- Orinda Community Meeting, May 12
- Moraga Community Meeting, May 15
- California Product Stewardship Council Associates' meeting, May 20
- Lafayette Environmental Task Force meeting, May 28

ATTACHMENTS

- A. Milliken Carpet Tile Specifications
- B. Patcraft Flooring Specifications
- C. Roppe Baseboards Specifications



It Take Humans to Protect Humanity.
Scan the QR code for more information.

Contact your Rep with Sustainability Questions
Millikenfloors.com | 800.824.2246 |

08/15/24

REVELATION

MANUFACTURING / EXTRACTION LOCATIONS

Manufacturing Location: LaGrange, GA 30240

PRODUCT ATTRIBUTES

Comfort, acoustics, site related solutions, aesthetics, durability, sustainability, ergonomics, indoor air quality

	Standard	Eco Low Embodied Carbon Version
Embodied Carbon (kg CO2e)/m2	19.6	7.5
NSF 140 Gold: Pre-Consumer Recycled Content	44.0%	57.3%
NSF 140 Gold: Post-Consumer Recycled Content	0.0%	7.7%
NSF 140 Platinum: Pre-Consumer Recycled Content	35.7%	46.9%
NSF 140 Platinum: Post-Consumer Recycled Content	8.2%	18.0%

Closed Loop / Take Back Program: [N/XT Life](#)

Recyclable: 100%

TVOC Range: 0.5 mg/m3 or less

CERTIFICATIONS/LABELS/DECLARATION

Red List Free: Yes

Cradle to Cradle: [v3.1 Silver](#)

CDPH v1.2 - 2017 Compliant: Yes

Indoor Air Quality: [CRI Green Label Plus GL7205](#)

NSF 140 Certification: [NSF 140 Gold](#) / [NSF 140 Platinum](#)

Declare Label: [Declare Label LBC 3rd Party Verified Red List Free](#)

Health Product Declaration: [Link](#)

LEED CERTIFICATION CREDIT CONTRIBUTION POTENTIAL

LEED BD+C v4, v4.1 - Construction Waste Management

LEED BD+C v4 - Interior Life-Cycle Impact Reduction

LEED BD+C v4.1 - Life Cycle Impact

Product Disclosure, Reporting & Optimization

LEED BD+C v4, v4.1 - Environmental Product Declarations

LEED BD+C v4, v4.1 - Sourcing of Raw Materials

LEED BD+C v4, v4.1 - Material Ingredients

LEED BD+C v4, v4.1 - Low Emitting Materials

LEED BD+C v4 - Certified Multi-Attribute Products and Materials

LEED BD+C v4.1 - Product Certifications

LEED BD+C v4.1 - Design Innovation: Biophilic Design

LEED BD+C v4, v4.1 - Acoustical Performance

LEED BD+C v4 - Interior Lighting: Lighting Quality

LEED BD+C v4 - Procurement of Low Carbon Construction Materials (Pilot)

LEED BD+C v4 - Purchasing-Facility Maintenance and Renovation

LEED O+M EB v4, v4.1 - Purchasing-Facility Maintenance and Renovation

WELL BUILDING CERTIFICATION POTENTIAL

Materials X05 - Enhanced Materials Restrictions

Materials X06 - VOC Restrictions

Materials X07 - Material Transparency

Materials X08 - Materials Optimization

Water W07- Moisture Management

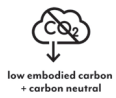
Air A09 - Pollution Infiltration Management

Mind M02 - Nature and Place

Mind M07 - Restorative Spaces

Movement V02 - Ergonomic Workstation Design





R | Wood + Weald PRODUCT SPECIFICATIONS



COLLECTION	Rematerial
STYLE NUMBER	I781V
CONSTRUCTION	Heavy Commercial PVC-Free EcoWorx Resilient
OVERALL THICKNESS	0.098 inches (2.5 mm)
EDGE PROFILE	Micro-Bevel
FINISH	ExoGuard+®
INSTALLATION TYPE	Dry Back
RECOMMENDED ADHESIVE	4200 (1 gal) or 4200 (4 gal)

Packaging

	US Units	Metric Units
PLANK SIZE	8.27 inches W x 50.79 inches L	21 cm W x 129 cm L
PIECES /BOX	16	
AREA /BOX	46.65 sq ft	4.3 sq m
WEIGHT /BOX	36.43 lbs	16.5 kg

Performance Testing

STATIC LOAD / ASTM F970	Passes (Modified), *2500 lbs
RESISTANCE TO CHEMICALS / ASTM F925	Passes
RADIANT PANEL / ASTM E648	Passes, Class I
COEFFICIENT OF FRICTION (ASTM D2047, SLIP RESISTANCE)	>0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes

*Results are based on a laboratory test and used for comparative purposes. Real life load limit may vary.

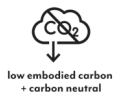
Test Reports may be included or listed by the manufacturing/inventory style number as opposed to the noted selling style number.

Warranty

1 Year Commercial Limited.

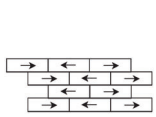
25 Year Commercial Limited.

Please visit patcraft.com for the most current warranty information.

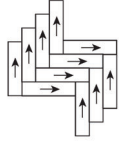


R | Wood + Weald

Installation Methods



Brick



Herringbone



Stagger

[Installation Guidelines](#)

[Maintenance Guidelines](#)

Environmental Specifications

EMBODIED CARBON (CRADLE TO GATE)	5.2 kg CO ₂ /m ²
LIFE CYCLE CARBON EMISSIONS	Carbon Neutral

Materials

RECYCLED CONTENT Post-consumer - 25%

Third Party Certifications

HEALTH PRODUCT DECLARATION (HPD)	1000 PPM Disclosure
ENVIRONMENTAL PRODUCT DECLARATION (EPD)	3rd Party Certified in Accordance with ISO 14025, EN 15804, & ISO 21930:2017
DECLARE	LBC Compliant
ENVIRONMENTAL GUARANTEE	The products in this collection are In The Loop – they are fully recyclable through our re[TURN]® Reclamation Program. We will facilitate the pick-up and free return of a minimum of 100 SY of EcoWorx®, 500 SY of ReWorx™, 1,000 SF EcoWorx® resilient or 5,000 SF of Shaw manufactured resilient products to be recycled. Participating in re[TURN]® lowers carbon emissions of these products by reducing virgin materials needed for making new products.
GREENHEALTH APPROVED	Yes



Pinnacle 4" Cove Wall Base

PRODUCT SUBMITTAL

Nominal Dimensions	4" (10.2 cm) x 48" (1.22 m) x 1/8" (3.2 mm) 4" (10.2 cm) x 120' (36.58 m) x 1/8" (3.2 mm)
ASTM F1861 - Resilient Wall Base	Type TS, Group 1, Style B
ASTM E648 (NFPA 253) - Critical Radiant Flux	Class 1, $\geq 0.45 \text{ W/cm}^2$
ASTM E662 (NFPA 258) - Smoke Density	Passes, ≤ 450
ASTM E84 - Flammability	Class B
CAN/ULC-S102.2 - Surface Burning	50 Flame Spread Rating, 175 Smoke Developed Classification
ASTM F925 - Chemical Resistance	Excellent with chemicals listed in standard, additional chart available
Sustainability Information	Made in the U.S.A. Meets Buy America Act (49 CFR Part 661) Meets Buy American Act (41 USC §§ 8301-8303) Contributes to LEED v4/4.1 NSF/ANSI 332 Platinum Certification GREENGUARD Gold Certification FloorScore Certification Meets CA 01350 Requirements Meets CHPS Requirements EPD Available Red List Chemical Free Contains No Recycled Content HPD Available
Acclimation Time	48 Hours
Service & Storage Temperature	65° - 85° F
<i>See Installation document for full installation details regarding approved substrates, substrate preparation, job site conditions, & acclimation procedures</i>	
Product Warranty	5 Year Commercial
<i>See product warranty for full details regarding limitations & warranty coverage</i>	
Approved Adhesives	Excelsior WB-600, Wall Base Adhesive Excelsior C-630, Contact Adhesive
<i>See Installation document for full installation details regarding approved substrates, substrate preparation, job site conditions, & acclimation procedures</i>	
Technical Support	solutions@rhctechnical.com
Product Support	sales@roppe.com
Technical Documentation	www.roppe.com



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
 JENNIFER FAUGHT, PROGRAM MANAGER
DATE: MAY 28, 2026

**SUBJECT: REGIONAL STANDARDIZED ACCEPTABLE ITEM LISTS AND
 POTENTIAL REQUEST FOR SB 54 EXEMPTIONS FOR CERTAIN
 MATERIALS**

SUMMARY

SB 54 requires local jurisdictions to collect and recycle and/or compost materials that CalRecycle determines are compostable and recyclable. The Authority does not currently recycle and compost all of the materials on CalRecycle’s 2026 list. We will be required to comply by January 1, 2027. We can comply by recycling and composting the required materials or by applying to CalRecycle for material-specific exemptions. The tentative deadline for exemption applications is October 1, 2026. Several local jurisdictions, including Alameda County, are advocating for all jurisdictions in the region to recycle and compost the same list of materials in order to minimize confusion for the public. This would require interested jurisdictions to agree to all recycle, compost, or seek exemptions for the same materials. Staff is researching materials markets, reviewing the final SB 54 regulations, and coordinating with other jurisdictions.

RECOMMENDED ACTION

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

DISCUSSION

SB 54, the Plastic Pollution Prevention and Packaging Producer Responsibility Act (“Act”), requires local jurisdictions to include in their collection and recycling programs all single-use packaging and plastic foodware materials deemed recyclable or compostable by CalRecycle. These materials are published by CalRecycle annually (every January 1) in their list of covered material categories (the “CMC list”) <https://calrecycle.ca.gov/packaging/packaging-epr/cmclist/>.

Local jurisdictions are also required to transfer recyclables and compostables to either a “responsible end market” or an “intermediate supply chain entity” as those terms are defined in the Act and regulations. We will be working with our contracted recyclables processor (MDRR) and composting facilities (Republic and Recology) to ensure that they can serve as the intermediate supply chain entity for the items we collect for recycling and composting. For at least a few of the items on CalRecycle’s most recent CMC list, it is very uncertain if there is a responsible end market for them and therefore

whether our contractors can serve as the intermediate supply chain entity needed to be able to collect them.

The final SB 54 regulations were adopted on May 1, 2026. Local jurisdictions are required to start collecting all recyclable and/or compostable covered materials as soon as CalRecycle approves a “Producer Responsibility Plan” that the producers of the materials are required to submit. The producers must submit their plan by June 15, 2026. CalRecycle must approve the final plan on or before January 1, 2027. Therefore, local jurisdictions will most likely have to start collecting and recycling/composting the required materials by January 1, 2027.

RecycleSmart does not currently collect and recycle and/or compost all the materials that are designated as recyclable and compostable in CalRecycle’s most recent (January 1, 2026) CMC list. The major material categories where our current practice differs from the list are as follows:

Material	Examples	Collect	Recycle / Compost
#5 Plastic	Yogurt cups, Microwave food trays Pill bottles	Yes	No
Thermoform Plastic	Clear fruit containers, Take-out “clamshells”, Cups and lids	Yes	No
Plastic Coated Paper	Coffee cups, Take-out boxes “Waxed” cardboard	No	No
Compostable Plastic	Utensils, Cups, Straws	No	No

Our new recyclables processing agreement with MDRR begins March 1, 2027. It requires MDRR to recycle #5 plastic and thermoform plastic.

Producers of the covered materials are required to reimburse local jurisdictions and/or their contractors for any new costs they incur to comply with SB 54. The details of the reimbursement process will be included in the Producer Responsibility Plan, which, as mentioned above, has not yet been finalized. The producers of the covered materials must belong to a Producer Responsibility Organization (PRO), which collects funds from the producers and distributes them to local jurisdictions and their contractors. The PRO for California is the Circular Action Alliance (CAA). CAA has also been selected as the PRO to implement similar Extended Producer Responsibility (EPR) laws in Colorado, Maine, Maryland, Minnesota, Oregon, and Washington.

The regulations allow jurisdictions to apply for an exemption from the obligation to collect a covered material “because of specific local conditions, circumstances, or challenges.” The description of these conditions must “demonstrate that the identified material cannot practicably be included in the collection and recycling program.” The PRO has the opportunity to review and object to an exemption application, because if an exemption is granted, the PRO must provide an alternative means to collect and recycle or compost the materials. Note that service providers such as MDRR or Recology may also apply for exemptions. CalRecycle reviews any granted exemptions every two years.

Because the PRO has 90 days to review exemption applications, if agencies want to be exempt from the requirements that we believe will begin January 1, 2027, exemption applications would need to be submitted before October 2026.

At an April 29, 2026 meeting of statewide JPA Executive Directors at the offices of the Alameda County Waste Management Authority (StopWaste) in Oakland, StopWaste presented information about a few types of items that are particularly difficult to handle and may not currently be accepted for recycling or composting in many or most Alameda jurisdictions, but that are listed as recyclable and/or compostable on the state's most recent (January 1, 2026) CMC list. These items included the same materials in the table above. These same items generally present recycling or composting difficulties statewide, including in our area.

At the same time, there is interest both in our county and in Alameda County in creating more uniformity in jurisdictions' lists of acceptable material. One of the causes of consumer confusion about recycling and composting is the fact that the "rules" can change from city to city. It was recognized that SB 54 implementation presents an opportunity for jurisdictions to reduce some of that variability and potentially standardize the lists of items accepted in curbside programs throughout the region and the state. For some of the identified materials, that could mean requesting an exemption from the requirement to collect them in local programs. StopWaste and the City of Oakland have suggested that all Bay Area jurisdictions should request exemptions for plastic-coated paper and compostable plastics and should not accept those materials in their programs. At our most recent quarterly meeting of Contra Costa County solid waste managers in May, Authority staff presented the concept of a standard regional list to the group and of requesting the same exemptions and received positive feedback.

Over the next months, staff will be conducting more research to help determine which items should be collected, and which may warrant an exemption.

The JPA executive directors also discussed different ways of describing materials and items. For example, when the Authority educates constituents about any changes to the list of accepted materials for recycling and organics, we could describe items either by a resin type ("#5 plastic," for example), by item descriptions ("bottle, jug," etc.), or both. This topic will be discussed further by the jurisdictions attempting to standardize their lists.



Future Agenda Items

TYPE	BOARD MEETING: 06/25/2026
C	Approve 05/28/2026 Minutes
I	Executive Director's Monthly Report
A	Republic's Missed Pick-Ups and Commercial Drivers Licenses
P	Recology Organics Processing

TYPE	BOARD MEETING: 08/27/2026
C	Approve 06/25/2026 Minutes
A	Approval of Agreement with MDRR for Reuse, Cleanup, and Bulky Item Services
I	Implementation Plan for New Agreements
I	Executive Director's Monthly Report

TYPE	BOARD MEETING: 09/24/2026
C	Approve 08/27/2026 Minutes
I	Executive Director's Monthly Report
P	Annual Schools Program Report
P	Base Rate Application for Rate Year 1 of the New Franchise
P	CalRecycle Annual Report & SB 1383 Compliance

TYPE

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