



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

Telephone: 925.906.1801

Email: [Authority@RecycleSmart.org](mailto:Authority@RecycleSmart.org)

Website: [www.RecycleSmart.org](http://www.RecycleSmart.org)

Facebook: [www.facebook.com/CCCSWA](https://www.facebook.com/CCCSWA)

## **BOARD OF DIRECTORS SPECIAL MEETING**

### **AGENDA**

**DECEMBER 14, 2023 – 1:30 P.M.**

The Wilder Art & Garden Center  
(Garden room)  
20 Orinda Fields Lane  
Orinda, CA

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

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

If you would like to address the Board, please complete a speaker's card and submit it to the Secretary of the Board. When addressing the Board, please state your name and address for the record. There is a three-minute limit to present your information. (The Board Chair may direct questions to any member of the audience as appropriate at any time during the meeting.)

3. **CONSENT ITEMS**

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

- a. Approve Minutes of the Regular Board Meeting on October 26, 2023\*
- b. Approve three-year Provider Services Agreements for Print Management, Postage and Mailing Services for RecycleSmart Outreach Materials\*
- c. Adopt Resolution No. 2023-06, Updating the Authorized Signers on the Local Agency Investment Fund (LAIF)\*

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

5. **PRESENTATIONS**

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

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

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

**6. BOARD COMMUNICATIONS AND ANNOUNCEMENTS**

**7. ADJOURNMENT**

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

**ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA**

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

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

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

**AMERICANS WITH DISABILITIES ACT**

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

**REGULAR BOARD MEETING OF THE  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
HELD ON OCTOBER 26, 2023**

The Regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's) Board of Directors convened at Walnut Creek City Hall, 3<sup>rd</sup> Floor Conference Room, 1666 North Main Street, Walnut Creek, Contra Costa County, State of California, on October 26, 2023. Vice Chair Teresa Gerringer called the meeting to order at 3:00 P.M.

PRESENT: Board Members: Candace Andersen  
Newell Arnerich  
Ken Carlson  
Teresa Gerringer, Vice Chair  
Kerry Hillis\*  
Renee Morgan  
Janet Riley\*  
Cindy Silva  
Renata Sos  
\*Arrived after Roll Call

ABSENT: Board Members: Gina Dawson  
Matt Francois  
Inga Miller, Chair

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

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

Board Member Silva led the Pledge of Allegiance.

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

DAVID RODRIGUEZ, Business Representative for Teamsters Local 315, referred to comments he had made at the last RecycleSmart Board meeting and stated there was no intent to create dissent between Local 315 and Republic Services in that they were both trying to move forward and work together. He reported that the union had scheduled a meeting on November 11, 2023 at the Union Hall in Martinez to bring in the entire unit to talk about the drivers and he invited members of the RecycleSmart Board to join that meeting.

ALEX GALARDO stated he had worked in the RecycleSmart community for 37 years for a number of waste disposal companies, currently with Republic Services, which was attempting to address the reported concerns. He referred to the rerouting and rebalancing that had previously been employed to address such things as missed and late pickups and suggested those problems could be resolved with a rebalancing with Republic.

**3. CONSENT ITEMS**

- a. Approve Minutes of the CCCSWA Board Meeting on September 28, 2023
- b. Adopt Proclamation in Honor of Dr. Carol Weyland Conner, White Pony Express Founder
- c. Approve Agreement with Shute, Mihaly & Weinberger for Legal Counsel Services through December 31, 2028

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, b and c, as submitted. SECOND by Board Member Arnerich.

MOTION PASSED unanimously by a voice vote.

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

Vice Chair Gerring reported that at a social gathering she had spoken to two staff members from Republic Services about missed routes and late pickups associated with the current contract.

Board Member Hillis reported that Republic had to be called because of missed yard waste pickup at his home this week.

**5. PRESENTATIONS**

- a. 2023 Final Legislation  
Jen Faught, Contract Compliance Specialist, RecycleSmart

Contract Compliance Specialist Jen Faught presented the Legislative Wrap Up for 2023, and identified legislation that had been signed into law including SB 244, the Right to Repair Act requiring electronics and appliance managers to make parts, tools and instructions available to the public to repair their devices, which was ultimately expected to decrease the volume of electronic waste and keep some of the items useful and in operation longer. SB 353, an expansion of the Bottle Bill would include large juice containers and had been estimated to bring over 200 million more containers each year into the Bottle Bill. AB 592, the County pilot program, would change the Vehicle Code to allow Alameda, Contra Costa and Solano counties to create a permit program for non-franchise waste haulers, an attempt to address illegal dumping.

Other legislation that had passed included SB 568, an e-waste export regulation requiring certification that there was no in-state recycler that could handle that material; and AB 1526, changes to the Public Resources Code including clarifying changes to SB 54 (Plastic Pollution Prevention and Packaging Producer Responsibility Act) that would make it explicit that the producer responsibility organization's plan must include a mechanism and schedule for transferring funds to local jurisdictions, and add aerosol paint to the PaintCare Program.

Legislation that was dead or had been vetoed by the Governor included AB 1347, paper receipts upon request only; AB 1489, exempting compostable polymers from 25 percent source reduction

requirements of SB 54; SB 271, right to repair for powered wheelchairs; SB 303, small refinements to SB 54; and SB 665, a new plastic materials state agency working group. Veto messages were included as attachments to the staff report.

Ms. Faught identified other bills that did not pass this year but could be revived in January 2024, which included AB 660, standardized date labeling for food packaging; AB2, solar panel extended producer responsibility (EPR); SB 560, gas cylinder EPR; SB 615, electric vehicle battery EPR; and SB 707, textile EPR. She noted that many of those bills had shown some momentum and might be approved in the future.

Ms. Faught responded to questions and clarified with respect to the EPR bills that details were being worked out this year and she would report back to the Board and Legislative Committee when additional information was available.

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

**b. Republic's Collection Service Quality Metrics  
David Krueger, Executive Director, RecycleSmart**

Executive Director Krueger stated the agreement had been amended with Republic Services last year with the intent to provide Republic resources and financial incentives to solve some of the chronic service problems, and each month the metrics had been reported to the RecycleSmart Board. The metrics were no more than 1,750 calls per month on average to Republic about missed pickups from January 1 through July 31, 2023, and no more than 1,500 calls per month on average to Republic for missed pickups from January 1 through December 31, 2023. If Republic accomplished those metrics there would be a special rate adjustment of \$1,915,511.

Mr. Krueger explained that the metrics had been developed to be fair, and the goal of 1,500 calls was looking back at 2018 and 2019 when we thought service was relatively good. However, staff's experience from talking to customers, and data from Republic on open and incomplete routes did not match the phone tallies. Because of that, Republic had offered to forgo the special rate adjustment for Rate Year 10, and RecycleSmart had accepted that offer, and so the \$1.9 million would not be going into the rates in March. He noted the average calls from January to September were 1,554 at this time, slightly above the 1,500 average allowed for the entire year. He provided statistics on the missed pickups by route and commodity to better identify the scale of the problem by a method other than through phone calls, and identified the missed pickup percentages by member agency. He reported that Lafayette and Moraga had a larger percentage of containers being missed. He also discussed standards for missed pickups; every city has a slightly different standard, and nationwide the Republic Services standard is no more than seven missed pickup calls per 10,000 service opportunities, and the Waste Management, Inc. standard is one missed pickup call per 1,000 service opportunities. In looking at the available data, service here would be exceeding those standards.

With respect to next steps, Mr. Krueger reiterated there would be no special rate adjustment for Rate Year 10. He identified future special rate adjustments for Rate Years 11 and 12 if the service quality metrics had been met, and explained that he, as the Executive Director, had the authority to set new service quality metrics if the current metrics were not working. He had been working with Republic to come up with a new metric that was fair and reasonable and reflects what going

on in our communities, and would also audit the phone call records to get more information about the usefulness of that metric. Republic was currently developing a Service Improvement Plan that would ultimately be submitted to the Board for its information.

Board Member Arnerich suggested the service calls were useless and the metric was not appropriate in that the goal was not to manage the number of people who called in but to not miss pickups. He suggested the report showed that the situation was a lot worse than they thought given the sheer number of misses involved. He wanted to create a way to get the appropriate data to identify the misses, which he suggested was the most appropriate metric. He recommended the use of RFID [radio-frequency identification] tags to secure the appropriate data.

Mr. Krueger commented that people were now using cameras and GPS [global positioning system] to verify pickups.

Board Member Hillis noted he had made a comment at a previous meeting that the calls were not all that effective and he suggested it might be a question of a correlation on both sets of data to get an accurate understanding of the situation.

Board Member Sos commented that the data for mixed pickups in Lafayette and Moraga was stunning, particularly on the eve of rate setting and rate increases and when it came to an improvement plan, she suggested there needed to be some granularity since there seemed to be some chronic problem routes. She suggested it would be helpful for all the member agencies to clearly understand how the improvement plan correlated to the issues, specifically by route.

Board Member Silva verified with Mr. Krueger how the tables that had been presented in the report worked, clarified that each route related to one container, and only residential had been shown in the report. She also verified that when the data on each of the three carts had been included the data was consistent and fairly accurate.

Board Member Morgan expressed a preference to focus on the cameras and GPS as opposed to monitoring and auditing phone calls for accuracy so that the member agencies knew what was going on, particularly given the new contract negotiations. She wanted Republic to know that not only RecycleSmart but the city/town councils of the member agencies and the County Board of Supervisors would be evaluating Republic's improvement plan.

Board Member Hillis suggested the problem was not just narrow and hilly streets, and he asked what it was about the Lamorinda area that made it difficult for the current contract to be met.

Mr. Krueger explained that some routes had to employ smaller trucks, which were difficult to acquire, and which could be part of the problem. He noted that the routes had not changed in those areas but the service had changed.

Vice Chair Gerringier appreciated the data, the RecycleSmart team, and the efforts to solve the problem.

The Board asked for the real numbers and raw data along with the information that had been presented.

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

**c. Rate Setting Process**

David Krueger, Executive Director, RecycleSmart

Executive Director Krueger noted the request from the last meeting to discuss how the rate setting process worked. He highlighted the process, which started in July when special rate applications were due, and stated the standard rate application had been due in August. In September there had been a presentation of the initial rate application, and in October member agency rate meetings had been held. In December there would be a preliminary approval of maximum rates, and in January the final approval of the maximum rates, which would become effective in March.

Mr. Krueger identified Republic's operating costs plus profit and pass-through costs that would be used to figure out the member allocations, which would then be used to allocate other costs such as Mt. Diablo Resource and Recovery (MDRR) recycling processing costs, the MDRR Reuse Program costs, local fees, and CCCSWA fees, less the reserves applied to decrease the impact. He presented examples of Republic's operating costs, explained the profit calculation, identified the pass-through cost adjustments and described the allocation and impacts to each member agency along with other compensation mechanisms such as the cost-based rate adjustment and the special rate requests.

Board Member Arnerich suggested the problem was the labor ratio and the number of trucks correlated to the number of routes, and he asked how that compared to all the other contracts. Rather than dollars and cents, he suggested the number of customers on a residential basis served per similar-sized vehicle would identify an important statistic, a metric that going forward could be put into a contract. He also suggested it might identify the real problem.

Mr. Krueger noted that the routes varied and there had been a situation for years where Republic had come back for special rate requests to address the issue where Republic had been running more routes than they were compensated for because of the way it had been set up at cost-based where extra costs could not be recouped. He explained that one of the reasons for the Second Amendment was to attempt to compensate Republic for legitimate expenses that had not previously been compensated but not to do that until the service had been fixed. As a result, he commented that future bids should be evaluated on a number of issues and not just on cost.

Board Member Sos commented that last year the Board had crafted some talking points that had been posted on the website for the benefit of ratepayers and made available to the Board to identify the rationale for rate increases, and recommended that be done for this year's rate setting process.

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

**6. INFORMATION ITEMS**

These reports were provided for information only. No board action required.

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

Mr. Krueger reported that Senior Program Manager Judith Silver had spent time on CalRecycle

grant funding that would help pay for SB 1383 costs.

Mr. Krueger thanked staff for that work and explained that the grant would provide \$500,000 to be spent over the next two fiscal years on SB 1383 issues. As part of the budget setting process when meeting with the Finance Committee, ideas as to how to spend those funds would be discussed. He also took this opportunity to thank Jen Faught for the preparation of the data he had earlier presented.

Mr. Krueger reported that the next CCCSWA meeting would be on December 14, 2023, and would be a retreat to discuss diversion goals and how to measure the overall success of RecycleSmart programs along with planning for the next year. The retreat would be held at the Art and Garden Center in Orinda from 12:00 to 4:00 P.M.

Mr. Krueger also reported that starting November 10, a consultant firm would be doing the state required inspections (lid flipping) looking into containers and leaving tags to identify issues, if any. He stated there would be a letter to identify what was being done and the police and Sheriff representing the member agencies had been notified.

Board Member Sos complimented Mr. Krueger and RecycleSmart staff for appearing before the city/town councils and events of the member agencies and stated it really made a difference to constituents.

Mr. Krueger announced that staff would be at the Danville Farmer's Market on Saturday, October 28, 2023.

- b. Communications to the Authority
- c. Future Agenda Items

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

## **7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS**

There were no communications or announcements.

## **8. ADJOURNMENT**

The Board adjourned at approximately 4:20 P.M. to the retreat scheduled for Thursday, December 14, 2023 at 12:00 P.M. at the Art and Garden Center in Orinda.

Respectfully submitted by:

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





Central Contra Costa Solid Waste Authority

# Agenda Report

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
 JANNA MCKAY, BOARD SECRETARY  
**DATE:** DECEMBER 14, 2023  
**SUBJECT:** PRINT MANAGEMENT, POSTAGE AND MAILING SERVICES FOR  
 RECYCLESMART'S OUTREACH MATERIALS

## SUMMARY

RecycleSmart uses a variety of outreach methods to engage with residents, businesses, multifamily properties, and schools. RecycleSmart has provided a quarterly print newsletter to single-family homes since 1996 and multifamily tenants since 2016. At its meeting on July 27, 2023, the Board approved an agreement with MIG, Inc. to continue working with staff to design (4) four single-family newsletters and (4) four multifamily newsletters per year. Based on the original design and printing proposal from MIG and preliminary cost estimates from printing companies, staff determined that it was more cost effective to contract separately for outreach material design and printing/mailing. The current agreement with MIG is for design services only.

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

## RECOMMENDED ACTION

1. Approve a three-year Provider Services Agreements with Calitho and Commerce Printing Services at a not-to-exceed cost of \$500,000 and \$150,000 per year respectively for printing, postage, and mailing services for RecycleSmart's outreach programs, effective 12/14/2023 through 12/31/2026 with the option of two (1) one-year extensions.

## DISCUSSION

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

The intent of this Request for Proposal (RFP) was to obtain the services of qualified contractors to provide printing and mailing services for RecycleSmart outreach materials including the RecycleSmart's residential newsletter, up to 8 mailings annually, including both single-family (approximately 67,000 addresses) and multifamily (approximately 14,000 addresses).

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

Two companies submitted their proposal. Staff is recommending using both vendors for various printing and mailing services, as needed.

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

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

**Calitho** is the current vendor who has been printing and mailing the RecycleSmart newsletters since 2016. They submitted their cost forms for the following:

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

Staff is recommending Calitho as the primary printing and mailing vendor for newsletters, and Commerce Printing Services for printing and mailing of other outreach materials.

Staff and MIG have finalized the content for the RecycleSmart winter newsletter. Calitho is ready for printing and mailing once the provider services agreement has been approved by the Board.

## ATTACHMENTS

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

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

THIS AGREEMENT ("Agreement") is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and Acme Press. Inc. dba Calitho ("Provider"), **effective December 14, 2023.**

**RECITALS**

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

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

**AGREEMENTS**

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on December 14, 2023 and conclude on December 31, 2026. The parties may mutually agree to extend this Agreement for two additional one-year terms. The parties shall endeavor to commit to any desired extension at least ninety (90) days before the expiration of the then-current term.

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

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

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

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

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

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

8. Termination.

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

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

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

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

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

- a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

f. Verification of Coverage.

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

g. Subcontractors.

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

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

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



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

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

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

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:**

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

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

**PROVIDER:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

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

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

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

Approved as to Form:

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

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

ACME PRESS, INC. DBA CALITHO

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

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

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

Attachments:

A: Services

B: Cost & Fee Schedule

## SERVICES

### Attachment A

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

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

COST & FEE SCHEDULE

Attachment B

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

Single-family newsletter printing and mailing	\$18,942
Postage for 9"x12" with 4.5" flap (flat), estimated	\$38,391
Total for one newsletter	\$57,333
Total for four newsletters	\$229,332
<i>Optional: folded single-family newsletter printing/ mailing</i>	<i>\$19,287</i>
<i>Postage for 9"x6" (folded), estimated, one newsletter</i>	<i>\$20,234</i>
Multi-family newsletter and mailing	\$5,890
Postage	\$4,992
Total for one newsletter	\$10,882
Total for four newsletters	\$43,528
8.5 x 11 postcards and mailing, uncoated (67,000)	\$15,121
Postage, estimated (\$0.90/postcard)	\$60,300

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

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

THIS AGREEMENT ("Agreement") is entered into by and between the Central Contra Costa Solid Waste Authority ("CCCSWA") and Commerce Printing Services ("Provider"), **effective December 14, 2023.**

**RECITALS**

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

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

**AGREEMENTS**

1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on December 14, 2023 and conclude on December 31, 2026. The parties may mutually agree to extend this Agreement for two additional one-year terms. The parties shall endeavor to commit to any desired extension at least ninety (90) days before the expiration of the then-current term.

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

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

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

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

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

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

8. Termination.

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

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



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

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

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

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

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

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

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

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

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

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

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

c. Deductibles and Self-Insured Retentions.

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

d. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

f. Verification of Coverage.

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

g. Subcontractors.

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

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

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

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

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

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

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:**

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

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

**PROVIDER:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY:

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

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

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

Approved as to Form:

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

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

COMMERCE PRINTING SERVICES

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

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

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

Attachments:

A: Services

B: Cost & Fee Schedule



## SERVICES

### Attachment A

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

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

**COST & FEE SCHEDULE**

**Attachment B**

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

**Single-Family**

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

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

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





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# Agenda Report

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**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
GRACE COMAS, SENIOR ACCOUNTANT  
**DATE:** DECEMBER 14, 2023

**SUBJECT: UPDATE THE AUTHORIZED SIGNERS ON THE LAIF (LOCAL AGENCY INVESTMENT FUND) ACCOUNT DUE TO CHANGES IN STAFF**

## SUMMARY

The existing resolution 2016-04 authorizing deposits and withdrawals of monies in LAIF (Local Agency Investment Fund), required by Section 16429.1 of the Government Code, needs to be updated due to changes in personnel.

## RECOMMENDED ACTION

1. Staff is recommending approval of the Resolution No. 2023-06 to update the list of staff members authorized to conduct transactions with LAIF (Local Agency Investment Fund).

## DISCUSSION

Central Contra Costa Solid Waste Authority (Authority) maintains an investment account with the Local Agency Investment Fund (LAIF) (account# 40-07-024). Former Executive Director, Ken Etherington and former Finance Manager, Jennelle Cameron are currently the authorized signers on the account. Funds in this investment account can only be transferred to and from the Authority's general checking account. Resolution 2023-01 is required by LAIF to update the authorized signers on the account.

## ATTACHMENTS

- A. Resolution 2023-06



**RESOLUTION NO. 2023-06**

**RESOLUTION OF CENTRAL CONTRA COSTA SOLID  
WASTE AUTHORITY AUTHORIZING INVESTMENT OF  
MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors of the Central Contra Costa Solid Waste Authority hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Authority.

**NOW THEREFORE, BE IT RESOLVED**, that said Board of Directors hereby authorizes the deposit and withdrawal of Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED, as follows:** Section 1. The following Central Contra Costa Solid Waste Authority officers holding the titles specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

\_\_\_\_\_  
DAVID KRUEGER  
Executive Director

\_\_\_\_\_  
MARY GRACE COMAS  
Senior Accountant

Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

**PASSED AND ADOPTED** by the Central Contra Costa Solid Waste Authority Board of Directors this \_\_\_\_\_, 2023, by the following vote:

AYES:           Members: \_\_\_\_\_

NOES:           Members: \_\_\_\_\_

ABSENT:        Members: \_\_\_\_\_

ABSTAIN:       Members: \_\_\_\_\_

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

COUNTER-SIGNED:

APPROVED AS TO FORM:

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

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





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# Agenda Report

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**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
**DATE:** DECEMBER 14, 2023  
**SUBJECT:** DIVERSION GOALS AND METRICS

## SUMMARY

The Central Contra Costa Solid Waste Authority (Authority) has implemented state-of-the-art waste reduction, recycling and composting programs and has established a goal of 75% landfill diversion. Using different metrics, the Authority's diversion rates have fluctuated between 60% and 65% for the past several years.

This report describes alternative approaches for measuring program performance, including:

- Percent of waste diverted from landfills
- CalRecycle diversion calculation method
- Disposal reduction
- Generation reduction
- Waste characterization studies
- Capture rate analysis
- Using multiple metrics (C40 cities)

## RECOMMENDED ACTION

1. Review the report and provide direction to staff.

## DISCUSSION

The Central Contra Costa Solid Waste Authority (Authority) has implemented state-of-the-art waste reduction, recycling and composting programs and has established a goal of 75% landfill diversion. Using different metrics, the Authority's diversion rates have fluctuated between 60% and 65% for the past several years. This report alternative approaches for measuring program performance.

**Percent of Waste Diverted from Landfills**

Traditionally, diversion rates are measured based on weight-based landfill diversion, using the following formula:

$$\text{Diversion Tons} + \text{Disposal Tons} = \text{Total Tons Generated}$$

$$\text{Diversion Rate (\%)} = \text{Diversion Tons} / \text{Total Tons Generated}$$

Based on the franchised tons collected by Republic and MDRR, and the tons of Construction and Demolition debris (C&D) generated from covered projects as reported through the Green Halo tracking website, the landfill diversion rate for the Authority is 60%.

**2022 Diversion and Disposal Tonnage by Sector**

	<b>Single-Family*</b>	<b>Multifamily</b>	<b>Commercial**</b>	<b>C&amp;D</b>	<b>Total</b>
<b>Disposed</b>	43,337	10,226	27,364	2,663	83,590
<b>Diverted</b>	89,368	4,831	17,212	11,407	122,818
<b>Generated</b>	132,705	15,057	44,576	14,070	206,408
<b>% Diversion</b>	67%	32%	39%	81%	60%

\* Includes Reuse Program

\*\*Includes schools

Source: Republic, MDR, and Green Halo tonnage reports

There are clear advantages to using landfill diversion as a measure of performance. It is easy to measure and easy to understand and communicate. However, by treating all materials equally, the relative environmental benefit of recovering different materials (aluminum vs. glass vs. food) are minimized. In addition, the results do not reflect the fact that some materials are easier to recover than others. For example, the high rate of diversion for the single-family sector is driven by the high recovery of yard trimmings. The high diversion rate for C&D results from recovery of inert materials, including concrete, asphalt and dirt.

**CalRecycle Diversion Calculation Method**

California statutes require that all jurisdictions reach and maintain a 50% landfill diversion goal. Originally, this goal was measured based on landfill diversion tonnages. To reduce the level of effort of diversion-counting, subsequent legislation allowed a jurisdiction to demonstrate compliance based on measuring landfill reduction and using growth factors to estimate generation. These growth factors include changes in population, taxable sales, and the Consumer Price Index.

Additional legislation (SB 1016) further simplified goal measurement. Generation was calculated using the average of 2003-2006 per capita generation for each jurisdiction and compliance is measured based on meeting each jurisdiction’s 50% equivalent per capita disposal target.

The Authority’s per capita disposal (3.5 pounds in 2022) is well-below its disposal target (4.7 pounds). By back-calculating from the disposal target, the Authority’s estimated diversion rate is 63%.

**2018-2022 Disposal Target**

<b>Year</b>	<b>Authority Pounds Per Capita Per Day Disposal Limit</b>	<b>Pounds Per Capita Per Day Disposal</b>	<b>Total Disposal (tons)</b>	<b>CalRecycle Equivalent Diversion Rate</b>	<b>Under Limit</b>
<b>2018</b>	4.7	3.7	119,403	60%	Yes
<b>2019</b>	4.7	3.5	109,156	64%	Yes
<b>2020</b>	4.7	3.5	112,211	63%	Yes
<b>2021</b>	4.7	3.3	106,595	65%	Yes
<b>2022</b>	4.7	3.5	111,537	63%	Yes

Source: CalRecycle Disposal Reporting System and Recycling and Disposal Reporting System, updated 11-8-23

There are significant downsides to using this method to measure program performance:

- The generation rate used to identify the disposal target is from the average of 2003-2006 generation, nearly 20 years ago
- It assumes that generation stays static and does not change over time
- It does not factor in changes to economic activity
- It’s somewhat confusing to translate disposal tons into pounds per capita (since disposal tons from all generator types – residential, commercial, industrial, C&D – are included)
- It includes disposal tons outside of the Authority’s direct control

**Disposal Reduction**

In addition to establishing goals for landfill diversion (percentage diverted), some communities have established goals for absolute landfill reduction (tons disposed).

Reducing landfill disposal is more of an absolute measure and does not consider changes in population or economic activity. The Authority’s landfill disposal has fluctuated over time.

**Disposal Tons (2018-2022)**

<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Disposal</b>	119,403	109,156	112,211	106,595	111,537

Source: CalRecycle Disposal Reporting System and Recycling and Disposal Reporting System, updated 11-8-23

Note that the total disposal tons reported by CalRecycle include material flows outside the Authority’s franchise system and Green Halo reporting C&D program. These include self-haul materials outside the Authority’s direct control. This is a disadvantage in tracking performance using an absolute measure of landfill reduction.

**Generation Reduction**

Reducing total generation (diversion + disposal) goes beyond reducing the amount of waste disposed of in landfills but also works to decouple economic activity from the consumption of finite resources. Reducing generation means potentially reducing overall consumption and thereby reducing recycling and composting in addition to reducing landfilling, essentially shrinking the overall pie.

The Authority’s generation tons have decreased steadily over the past several years. This chart uses franchised materials collected and the Green Halo C&D reports to estimate generation.

**Generation Tons**

<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Generation</b>	244,616	247,515	221,892	237,032	204,597

**Waste Characterization Studies**

Composition studies or characterization studies can provide useful information for measuring program performance. Typically, a statistically-significant number of samples are taken from landfill-bound materials at a transfer station and sorted into 80 to 100 different categories of materials to determine the type and amount of recoverable materials that are being disposed.

**Capture Rate Analysis**

An alternative to traditional waste characterization studies is to obtain samples from all three collection streams (recycling, compost, landfill) to conduct a capture rate analysis. A capture rate indicates what proportion of a material type is being placed in the correct container.

A recent capture rate study conducted for the City of Berkeley determined that while landfill diversion rates were higher for single-family generators compared to multifamily and commercial generators (66% for single-family compared to 34% for multifamily and commercial), the capture rates were comparable. All three sectors were capturing high percentages of readily recoverable materials, such as yard trimmings and cardboard. And all three sectors were recovering lower percentages of harder to recover materials, such as food and food-soiled paper. Similar to the Authority, single-family generators in Berkeley have more readily recoverable yard trimmings compared to multifamily and commercial generators.

**Using Multiple Metrics (C40 Cities)**

The C40 Cities, which include the City of San Francisco, is a global network of nearly 100 mayors of the world’s leading cities that are united in action to confront the climate crisis and have pledged to advance towards zero waste by:

- 1) Reducing the municipal solid waste generation per capita by at least 15% by 2030 compared to 2015; and

- 2) Reducing the amount of municipal solid waste disposed to landfill and incineration by at least 50% by 2030 compared to 2015, and increase the diversion rate away from landfill and incineration to at least 70% by 2030.

The Authority's franchised materials and reported C&D disposal and generation tons have decreased steadily over the past several years. Diversion tons have fluctuated, but also decreased. This has resulted in landfill diversion rates between 60% to 63% over the past several years.

**Franchised Collected Material Tons and Green Halo C&D Reporting Program**

<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Disposal</b>	92,910	91,675	86,915	90,329	82,658
<b>Diversion</b>	151,706	155,840	134,977	146,703	121,939
<b>Generation</b>	244,616	247,515	221,892	237,032	204,597
<b>Diversion Rate</b>	62%	63%	61%	62%	60%





Central Contra Costa Solid Waste Authority

# Agenda Report

**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
 JENNIFER FAUGHT, CONTRACT COMPLIANCE SPECIALIST  
**DATE:** DECEMBER 14, 2023  
**SUBJECT:** RECYCLABLE MATERIALS POLICY CONSIDERATIONS

## SUMMARY

As RecycleSmart continues to develop a 2027 franchise plan, the Board will face policy decisions regarding what to include and publicize on a list of recyclable materials.

Relatedly, public concern about what happens to our recyclables has been increasing due to reports of limited environmental and public health protections abroad. One California city has chosen to change the marketing of their recyclables to help address these concerns.

## RECOMMENDED ACTION

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

## DISCUSSION

### Acceptable Recyclables

Some materials on our current list of acceptable recyclables are difficult to recycle: plastic bags, film plastic, plastic containers #3 - #7, and plastic containers #1 and #2 that are not bottles, jugs, or tubs (e.g., clamshells, strawberry boxes). The only plastic items on our current acceptable recyclables list that are readily recyclable are plastic bottles, jugs, and tubs #1 and #2. We recently removed cartons from our list of acceptable recyclables because they are difficult to recycle.

We will issue a competitive RFP for recyclables processing in 2024, and different processors recover and market different materials. Some processors may propose to recycle more materials, potentially for a higher price. Other processors may not want to accept materials that are difficult to recycle. The Board will have a policy decision to make about whether or not to continue to collect recyclables for which markets are not always available, and about how much to ask ratepayers to pay to recycle marginal materials. These decisions may also be affected by policy considerations regarding shipping questionably recyclable material overseas, as discussed below. One option is to continue to collect our current “long list” of recyclables (potentially plus more) knowing that sometimes some of those

collected items won't actually be recycled. Another option is to adopt a "short list" of only those recyclables with strong, consistent markets, and no longer accept some of the materials on our current list. Attachment A shows our current list. Attachment B shows a list developed by the California Statewide Recycling Commission in 2021 as part of its Policy 20-15, which recommended that the State identify a single standardized acceptance list for all California recycling programs, and which identified just 15 items considered at that time to be widely recyclable in the State.

California's comprehensive packaging EPR law, SB 54, will eventually decide which recyclable materials must be collected and processed. On January 1, 2024, CalRecycle is scheduled to publish a list of materials considered recyclable and compostable in California. Every jurisdiction in the State will be required to collect and process the materials on this list. The list will be updated each year. This is a minimum list, and the Authority could still decide to collect and recycle additional materials that aren't on the State list, if we have a processor that can recycle them. By 2032, all single-use packaging and plastic single-use foodware sold in California will have to be either recyclable or compostable. This is intended to simplify and standardize recycling. The final SB 54 regulations are scheduled to be adopted by January 1, 2025.

### **International vs. Domestic Markets**

China's National Sword policy helped uncover concerns with foreign recycling markets. Although concerns with the overall recycling system were not new, when China started banning the import of certain recyclable materials and imposing very strict contamination standards on any remaining imported recyclables, jurisdictions learned that their recyclables were perhaps not as desirable as they had believed. Awareness grew about the contamination of bales with trash, and the sometimes poor handling of recyclable materials in countries with potentially inadequate labor, public health and environmental regulations. With more news coverage on the topic of recycling, the public became more interested in, and more concerned about, the ultimate fate of our recyclables. At community events in our service area, staff often gets questions from the public about what happens to our recyclables. Unfortunately, some members of the public do not even believe that most of our recyclables actually get recycled.

The problem of waste, particularly plastic waste, entering the water, air, and soil is by now well-known. Stories of what can happen to waste and recyclables abroad – dumping in informal, open pit landfills, burning, materials escaping to water bodies, and even dumping at sea – have received more and more media coverage.

Typically, local jurisdictions want to, or have been required by the state to, increase their recycling rate. In addition, materials recovery facilities (MRFs) have a limited amount of space to store materials. Between the requirement to meet high recycling rates and the need to continuously move bales out of their facility, MRFs are often motivated to sell material anywhere they can.

As much of the manufacturing that used to take place in the U.S. has moved overseas, so have the re-manufacturing plants that recycle materials such as paper and plastic. The Authority's service area is located near the Port of Oakland, which facilitates cargo ship transportation of recyclables to international markets versus overland transportation to domestic markets.



In recent years, lawmakers have begun to recognize a need to ensure that materials are sold to countries or facilities that can responsibly handle them. In SB 54, the definition of “recycling” includes a statement that “(t)o be considered recycled, covered material shall be sent to a *responsible end market*.” (PRC sec. 42041(aa)(3).) Although the term has not yet been defined, CalRecycle must complete a needs assessment that will, among other things, evaluate the availability of responsible end markets (however it is eventually defined in the regulations), as well as identify measures to avoid and minimize environmental and public health impacts on communities where recycling occurs. (PRC sec. 42067(e)(2)(K).) CalRecycle anticipates releasing the first needs assessment in late 2025.

Several years ago, the City of Palo Alto began to inquire about the ultimate destination of its recyclables. The city’s journey has been sobering, as despite concerted efforts, they were never able to determine which international facilities received their materials. This is because recyclables brokers consider buyer information to be confidential, and will not release it to the city, or even to the MRF operator where the materials are processed. Palo Alto staff explained in a report to their City Council that, therefore, “it has not been possible to determine with certainty how much of the materials are being recycled, if the materials are being managed in an environmentally sound way, or whether the conditions at the international locations are causing any human health or social problems.” After a three-month pilot program, Palo Alto’s City Council decided to amend their franchise agreement to send more of their recyclables to domestic facilities “where they will become new products, rather than sending them to international markets where their processing, disposition and impacts are uncertain.” The cost for this amendment is not to exceed \$1,200,000 per year, or \$2.79 per residential customer per month. Now, only clamshell food containers and cardboard are exported.

Mt. Diablo Resource Recovery has stated that for RecycleSmart recyclables, typically glass and metal are sold in the US, plastics are sold both domestically and overseas to various countries in southeast Asia, and cardboard and paper are currently sent to international markets although some potential domestic markets have been identified. The list of destination countries can change month to month.

As RecycleSmart considers the structure of our new franchise agreements, there is an opportunity to reconsider policies on the export of recyclable materials.

For more information on Palo Alto’s efforts, and some media coverage discussing recyclables exports, see Attachments C-G.

## ATTACHMENTS

- A. Exhibit E, “List of Recyclable Materials,” from current MDRR franchise agreement, May 16, 2014
- B. “California Statewide Recyclables List,” California’s Statewide Commission on Recycling Markets and Curbside Recycling, Policy Recommendations Report, submitted June 25, 2021
- C. City of Palo Alto Staff Report dated 12/12/2022
- D. “This California city asked where its recycling went. The answer wasn’t pretty.”
- E. “Countries Tried to Curb Trade in Plastic Waste...”
- F. “Latin America Urges US to Reduce Plastic Waste Exports to Region.”
- G. “EU Nations reach major breakthrough...”



## EXHIBIT E LIST OF RECYCLABLE MATERIALS

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### Paper

Paperback books  
Boxes, packages  
Carbonless paper  
Cardboard (must fit in cart)  
Catalogs  
Colored & construction paper  
Computer paper  
Copy paper  
Coupons  
Detergent boxes  
Egg cartons (paper only-no Styrofoam)  
Envelopes with metal clasps  
Envelopes (plastic windows OK)  
Gift wrap (non-metallic)  
Junk mail  
Magazines  
Manila folders  
Newspapers and inserts  
Office paper  
Paper bags  
Paper packaging with remnant tape  
Paperboard boxes (cereal & shoe boxes)  
Paper towel and toilet paper tubes  
Pet food bags  
Post-its  
Shredded paper (placed in a paper bag)  
Telephone books  
Tissue paper (gift type)

### Metal

Aluminum cans  
Aluminum foil (clean)  
Aluminum pie plates  
Cookie sheets  
CRV beverage cans  
Food cans (clean)  
Pet food cans  
Steel cans  
Scrap metal

### Glass

Rinsed; all colors; lids, caps  
Bottles  
CRV beverage containers  
Jars

### Plastic

Containers only; empty; rinsed  
Plastics #1 to #7  
Rigid plastics  
Plastic bags  
Baby wipes containers  
Bleach bottles  
Buckets without handles  
CRV beverage containers (soda, water, juice)  
Detergent bottles  
Food containers (no Styrofoam)  
Household cleaning containers (empty)  
Lids and caps  
Milk jugs  
Prescription bottles (empty)  
Salad dressing bottles (rinsed)  
Shampoo and conditioning bottles  
Tub containers  
Water jugs

## Table 2: California (CA) Statewide Recyclable List

15 Consumer Item types met the criteria requirements across the state and are recyclable statewide:

### Paper Products (8):

1. Mail
2. Paper Mailing Pouches
3. Kraft Bags
4. Magazines
5. Newspaper
6. OCC (old corrugated cardboard)
7. Home Office Paper
8. Paperboard Boxes (e.g. cereal, tissue, not coated)

### Glass (2):

9. Bottles
10. Jars

### Metal (2):

11. Aluminum cans
12. Steel cans

### Plastic (3):

13. #1 PET Bottles (Screw-type narrow neck tops – no non-recyclable shrink sleeves or other non-recyclable components)
14. #2 HDPE Bottles – Natural (Narrow necks – includes jugs – no non-recyclable shrink sleeves or other non-recyclable components)
15. #2 HDPE Bottles – Color (Narrow necks – includes jugs – no non-recyclable shrink sleeves or other non-recyclable components)



## City of Palo Alto City Council Staff Report

(ID # 14834)

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Meeting Date: 12/12/2022

Report Type: Consent Calendar

**Title: Approval of Amendment No. 1 to Contract C09124501 with GreenWaste of Palo Alto for Collection and Processing Services to Implement Domestic Recycling of Mixed Paper and Mixed Rigid Plastics with Program Annual Costs Not to Exceed \$1.2M; and Approval of Budget Amendment in the Refuse Fund**

**From: City Manager**

**Lead Department: Public Works**

### Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or their designee to execute Amendment No. 1 to Contract Number C09124501A with GreenWaste of Palo Alto to implement Domestic Recycling of Mixed Paper and Mixed Rigid Plastics with program costs not to exceed a total of \$1,200,000 annually; and
2. Amend (by a 2/3 majority) the Fiscal Year 2023 Budget Appropriation for the Refuse Fund by:
  - a. Increasing Utilities Purchase funding for Collection/Hauling/Disposal Administration by \$500,000; and
  - b. Decreasing the Rate Stabilization Reserve Balance by \$500,000.

### Executive Summary

Prior to a three-month pilot program at the end of Fiscal Year 2022, approximately 60 percent of Palo Alto's recyclables were sent to international markets where their fate and any negative impacts were largely unknown. In 2021, Council directed staff to work on finding alternative solutions to sending recyclable materials to be marketed and processed internationally. Since then, staff and the City's contracted refuse hauler, GreenWaste of Palo Alto (GWPA), found domestic markets for mixed paper (MP) and mixed rigid plastics (MRP) and conducted a three-month pilot program to utilize these U.S. markets. The pilot program was successful, and staff is recommending that Council approve a contract amendment and the associated costs to continue this program through June 30, 2026, when the Contract with GWPA ends. This action for MP and MRP will lead to about 61 percent of the City's total recyclable materials staying in the United States, reducing the amount being exported to 39 percent, with mostly cardboard being sent internationally. Staff believes this will place the City in a leadership role nationally in preventing unintended consequences of shipping plastic and mixed paper recyclables internationally.

## Background

GreenWaste of Palo Alto (GWPA) is the City's refuse hauler for collecting recyclable, compostable, and landfill materials, and processing recyclable and compostable materials. On January 22, 2019, Council approved the Second Amended and Restated Agreement with GWPA ([Staff Report #9752](#)). This amendment facilitated the implementation of multiple initiatives identified in the [2018 Zero Waste Plan](#), replaced old waste collection vehicles, and extended the agreement five years to end June 30, 2026. The amendment also designated a new cost methodology for the processing of recyclable materials to be based on tonnage collected and processed and for a new profit-sharing procedure on the recyclable materials which began in Fiscal Year 2022.

Palo Alto's recyclable materials are processed at the GreenWaste Materials Recovery Facility in San Jose, where they are combined with recyclables from other communities, separated by type, baled, and marketed. The City requires GWPA to report on the disposition of recyclable materials as well as to gather information on the environmental and social implications associated with the further offsite marketing and processing of Palo Alto's recyclable materials. For Fiscal Year 2021, GWPA reported ([Staff Report #13535](#)) that approximately 14,000 tons of recyclable materials were collected from Palo Alto, with about 40 percent staying in the United States and 60 percent being exported to India, Indonesia, Korea, Malaysia, Mexico, Taiwan, Thailand, Vietnam, Mexico and other countries. For the last three years, GWPA has provided the City with traceability reports; however, the reports do not explain exactly which shipments go to which cities or facilities within those countries. GWPA has tried to ascertain from its recyclable materials brokers which international facility is receiving and processing Palo Alto's recyclables, but the market information is considered confidential. Therefore, it has not been possible to determine with certainty how much of the materials are being recycled, if the materials are being managed in an environmentally sound way, or whether the conditions at the international locations are causing any human health or social problems. The [GWPA Traceability Report for Fiscal Year 2022](#) is consistent with past reports and provides updates on the GWPA and City collaborated pilot programs.

Council discussed these concerns on May 24, 2021 ([Staff Report #11632](#)) as part of the new solid waste processing contract and directed staff to:

- 1) Pursue, with other cities, a greater accounting of GreenWaste's secondary markets;
- 2) Return to Council with an amendment to the GWPA Contract to authorize a quick response to opportunities to utilize domestic mixed paper recycling;
- 3) Provide GreenWaste reports to the public and City Council on a regular basis;
- 4) Work with other cities on legislation to spur domestic or in-state recycling; and
- 5) If GreenWaste is unable to provide additional secondary market accounting, return to Council for consideration of further actions.

Staff provided an update to Council on each of these directives on January 24, 2022 ([Staff Report #13535](#)). On May 2, 2022, [Staff Report #14169](#) outlined a three-month pilot program

conducted where MP and MRP were processed in Northern Louisiana and Southern California respectively, instead of being sent to international markets. MP includes a mixture of paper collected curbside from residents and businesses such as magazines, colored paper, and cereal boxes. MRP are primarily plastics #2 through #7 including milk crates, buckets, and toys. Cardboard was not selected as a material to be kept domestically since it is high quality, contains low contaminants, is desired by processing facilities, and has consistent market demand. The pilot was quite successful, and GreenWaste's private sector processors are willing to continue the arrangements.

As directed by Council in #1) above, staff has worked with other cities in an attempt to obtain definitive information about the disposition and impacts of recyclables overseas. Few cities have spent the time and energy that Palo Alto and GWPA have on this issue, and it is now apparent that GWPA, and other haulers, are unable to obtain this information due to recyclables brokers and processors considering it to be trade secrets and confidential. Therefore, staff returned to Council on June 6, 2022 ([Staff Report #14464](#)) to propose further action, as directed above. Staff proposed, and Council directed, that staff negotiate a contract amendment with GWPA for to \$1.2 million annually to provide domestic processing and management of MP and MRP materials.

### **Discussion**

GWPA has identified domestic processing facilities to take Palo Alto's MP and MRP where they will become new products, rather than sending them to international markets where their processing, disposition and impacts are uncertain. It has been very difficult for GWPA to find domestic markets for several recyclables, including cardboard, mixed paper, and plastic, since capacity at U.S. processing facilities for these recyclables is very limited. In addition, as staff continues its engagement with other cities, jurisdictions, and legislators to increase the awareness of the environmental and social concerns with shipping and processing of recyclable materials internationally, demand on domestic capacity for processing of recyclables will increase.

Staff and GWPA developed an ongoing program to take MP and MRP to processing facilities within the United States and negotiated a corresponding contract amendment (Attachment A). MP is going to a pulp and paper mill in Louisiana to be combined with other wood products and made into paperboard, printing paper, and other paper products within the U.S. MRP is being cleaned, processed, and becoming part of a feedstock for making bits of plastic often called "nurdles" which are then made into various plastic products in southern California including paint buckets, vehicle parts, and woven plastic items such as upholstery, bags, and rope. These are the same domestic markets and materials accepted in the Fiscal Year 2022 three-month pilot program, which excluded cardboard. Cardboard is also not included in the ongoing program because it is less likely to be mismanaged since it is a commonly high-quality product with little contamination and a high recyclability. The added cost would have also been too great at this time. In Fiscal Year 2023, it is estimated that approximately 3,800 tons of MP and 230 tons of MRP will be sent to these domestic processors instead of international markets.

This action for MP and MRP will lead to about 61 percent of the City’s total recyclable materials staying in the United States, reducing the amount being exported from 59 percent to 39 percent, with almost all of the exported material being cardboard.

Most importantly, international shipments of plastics, the recyclable of greatest concern, are essentially being eliminated. Virtually all plastics will be processed in North America. Table 1 provides a list of the common recyclable materials categories, breakdown percentages estimated for Fiscal Year 2023 based on Fiscal Year 2022 numbers and destination of where they are being marketed for processing. Of all the types of plastic, only clamshell food containers (a subset of # 1 PET Plastic) are still being managed outside the U.S. in Mexico at known processing locations where problems can be identified. The exception to these destinations will be any short-term market disruptions due to economy disfunctions and when shipment of materials to target locations cannot be made due to uncontrollable circumstances.

Table 1: Recyclable Materials Breakdown & Processing Destination, Estimated for Fiscal 2023 based on Fiscal Year 2022 Data

Material Type	Material Breakdown	Domestic	Export
Aluminum	1.3%	100%	0%
Other Metals	8.0%	100%	0%
Glass	22.4%	100%	0%
Plastic	7.7%	92%	8%
Mixed Rigid Plastic	1.5%	100%	0%
Mixed Paper	16.8%	100%	0%
Cardboard	42.2%	10%	90%
E-Waste	0.1%	100%	0%

**Resource Impact**

The program cost for domestic processing of MP and MRP is estimated not to exceed \$1,200,000 annually. The Fiscal Year 2023 Adopted operating budget for the Refuse Fund included a placeholder of \$700,000 to support the domestic recyclables processing. To meet the not-to-exceed annual amount of \$1,200,000, staff recommends an appropriation of \$500,000 in Fiscal Year 2023 in the Refuse Fund as part of this report. Staff also recommends continuing this program during the remaining term of the GWPA contract which ends in June 2026, with the associated annual expense of \$1,200,000 for the subsequent years to be subject to appropriation of funds through the annual budget process.



Table 2 indicates the approximate average cost per customer for domestic processing of MP and MRP. For the typical residential customer, this equates to 5.5 percent of the monthly bill. The last increase to Refuse Rates occurred in 2017, and staff is currently analyzing whether an increase will be proposed for Fiscal Year 2024.

Table 2: Estimated Average Additional Cost per Residential and Commercial Customer

<b>Estimated Additional Cost</b>	<b>Residential</b>	<b>Commercial</b>
Subtotal based on tonnage	\$600,000	\$600,000
Average cost per customer per year	\$33.46	\$323.10
Average cost per customer per month	\$2.79	\$26.93

**Stakeholder Engagement**

The current stakeholder engagement includes conducting several virtual forums with other cities and jurisdictions focusing on increasing the knowledge of the environmental and social issues that international shipping of recyclables may be causing, sharing information as well as exploring solutions. These forums were initiated by Palo Alto staff and are being co-sponsored by the City of San Jose. City Council Meetings have also proven to be important community engagement vehicles with members of the public expressing concerns about international shipments of recyclables and Council and staff have responded with actions.

**Policy Implications**

The program is also consistent with the City’s Environmentally Preferred Purchasing Policy, which states that the City shall incorporate environmental, economic and social stewardship criteria into its purchases of products and services, and more specifically minimizing the City’s contributions to global warming, solid waste, local and global pollution, and toxic chemical exposures to people and the environment. In addition, the program aligns with the Sustainability and Climate Action Plan (S/CAP) Update, which proposes a Zero Waste Key Action to prioritize domestic processing of recyclable materials.

**Environmental Review**

Council action on this item is exempt from review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that redirecting recyclables from international to domestic facilities will not have a significant effect on the environment, i.e., a substantial or potentially substantial adverse impact on the environment. CEQA Guidelines Section 15061(b)(3)

**Attachments:**

- **Attachment4.a:** Attachment A - Amendment 1 to GWPA Contract No C09124501A



U.S. NEWS

## This California city asked where its recycling went. The answer wasn't pretty.

Palo Alto found that some 60% of its recyclables got shipped abroad, with little transparency as to their fate.



— U.S. recyclables are often shipped abroad, mainly to Asia, with next to no transparency about their fate.

Liza Evseeva / Getty Images / NBC News

Dec. 1, 2022, 2:43 AM PST

**By Saqib Rahim**

Four years ago, city officials in [Palo Alto, California](#), posed what they thought was a straightforward question: Where did their recycling go?

Concerned citizens had seen dire headlines about [plastic dumping in Southeast Asia](#), and they wanted to know if their waste contributed.

But the city's investigations have not offered much clarity. Palo Alto's best reckoning, today, is that about 40% of its recyclable material stays in North America, where it's supposed to be processed according to strict environmental and labor standards. The other roughly 60% goes abroad, mainly to Asia, with next to no transparency about its fate.

Experts say cities and towns across the United States would probably have similar difficulty in determining how much of their recyclables are actually recycled.

"If you keep stuff out of landfill but just dump it in Laos, that's not achieving a good goal," said Martin Bourque of the [Ecology Center in Berkeley, California](#), a group that advised Palo Alto in its pursuit of transparency. "That's not what the whole idea was of recycling."

The main obstacle that Palo Alto encountered was that the half-dozen companies that trade the city's recyclables on world markets declined to name their trading partners, citing business reasons.

Unable to force disclosure, Palo Alto city staff concluded they are stuck.

"It is not possible to definitively determine whether the materials are being recycled properly or whether they may be causing environmental or social problems," they wrote in a [report](#) published this year.

## Driven underground

The lack of transparency globally has concerned some law enforcement officials, who fear that recently tightened international rules on the plastic trade have driven parts of the business underground.

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In 2020, international police organization Interpol said it had noticed coordinated efforts to export plastic, particularly to Southeast Asia, in violation of national laws.

But investigators still struggle to track suspicious shipments, said Ioana Cotutiu, a project coordinator with the United Nations Office on Drugs and Crime who works on the trade in illegal waste.

“Very often there are a lot of intermediaries and we’re losing track of the waste,” she said in a [webinar](#) this year. “Once it reaches the destination country, we don’t know what happens after.”

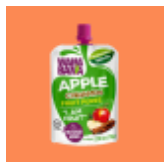
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The global recycling trade dates back at least 30 years, enabling rich countries like the U.S. to keep the cost of recycling lower for consumers by outsourcing some of it to developing countries.

In recent years the global plastic trade has shrunk amid new controls by rich and developing countries alike. U.S. plastic waste exports to Asia fell to 330 million pounds in 2021, according to government data, half their 2017 level.

But even these reduced volumes, environmental groups charge, can overwhelm developing countries that lack the facilities to manage them. Asia is a key danger zone: According to a World Bank estimate, only about 9% of waste in the East Asia and Pacific region gets recycled.

The balance goes to landfills and incinerators or into nature, with local and global consequences.



## *Countries Tried to Curb Trade in Plastic Waste. The U.S. Is Shipping More.*

Data shows that American exporters continue to ship plastic waste overseas, often to poorer countries, even though most of the world has agreed to not accept it.



By Hiroko Tabuchi and Michael Corkery

March 12, 2021

When more than 180 nations agreed last year to place strict limits on exports of plastic waste from richer countries to poorer ones, the move was seen as a major victory in the fight against plastic pollution.

But new trade data for January, the first month that the agreement took effect, shows that American exports of plastic scrap to poorer countries have barely changed, and overall scrap plastics exports rose, which environmental watchdog groups say is evidence that exporters are ignoring the new rules.

The American companies seem to be relying on a remarkable interpretation of the new rules: Even though it's now illegal for most countries to accept all but the purest forms of plastic scrap from the United States, there's nothing that prevents the United States from sending the waste. The main reason: the United States is one of the few countries in the world that didn't ratify the global ban.

"This is our first hard evidence that nobody seems to be paying attention to the international law," said Jim Puckett, executive director of the Basel Action Network, a nonprofit group that lobbies against the plastic waste trade. "As soon as the shipments get on the high seas, it's considered illegal trafficking. And the rest of the world has to deal with it."

**Climate Fwd** A new administration, an ongoing climate emergency — and a ton of news. Our newsletter will help you stay on top of it. [Get it in your inbox.](#)

The scrap industry says that many of the exports are quite likely compliant with the new rules and that the increase in January reflects growing global demand for plastic to recycle, and use as inputs for new products. Recent history, however, shows that a large amount of plastic scrap exported from the United States does not get recycled but ends up as waste, a reality that was the impetus for the new rules.

The new rules were adopted in 2019 by most of the world's countries, although the United States isn't among them, under a framework known as the Basel Convention. Underlying the change was the need to stem the flow of waste from America, and other wealthier nations, to poorer ones.

Though many American communities dutifully collect plastic for recycling, much of the scrap has been sent overseas, where it frequently ends up in landfills, or in rivers, streams and the ocean. China, which once accepted the bulk of that waste, in 2018 banned all plastic scrap shipments, declaring that it no longer wanted to be the "world's garbage dump."

Since then, American companies have looked to ship plastic scrap waste to countries like Malaysia and Indonesia instead. Last year, an industry group representing the world's largest petrochemical makers lobbied for United States trade negotiators to press Kenya, one of Africa's largest economies, to continue importing foreign plastic garbage.



Recycled plastic chips made from bottles at a recycling factory near Nairobi, Kenya.  
Baz Ratner/Reuters

But because Basel rules prohibit member nations from trading waste with countries that have not ratified the convention, the new regulations now effectively ban the trade in most kinds of plastic waste between the United States and the rest of the world.

American companies, for now, appear to have opted to continue to put their scrap onto ships out of the country at an even faster pace. And the scrap industry says that much of the plastic that was being shipped in January is considered legitimate under the Basel rules by the companies around the world that are purchasing it to use in manufacturing.

“The contention that all of these plastic scrap exports from the United States are not legitimate is factually incorrect,” said Adina Adler, vice president of advocacy at the Institute of Scrap Recycling Industries, a trade group.

Data for January showed that exports of scrap plastic from the United States edged upward, to 48 million tons from 45 million tons the previous January. Exports to poorer nations were virtually unchanged from a year ago, totaling 25 million tons.

Advocates say that there are clear red flags in the data. Malaysia, which had signed on to Basel, remained a major destination for American scrap plastic in January.

A shipment containing bales of plastic scrap left Los Angeles on Feb. 14, for example, and is scheduled to arrive at a port outside the Malaysian capital, Kuala Lumpur, this month, according to data provided by Material Research, a Maine-based research firm. That shipment was sent by Georgia-based Sigma Recycling Inc. on a cargo ship operated by the French shipping company CMA CGM.

In a statement, Sigma said its shipment involved “clean pre-sorted plastic scrap” and that the company was confident it would be accepted by Malaysian customs. “Sigma has followed all the rules and regulations to best of our knowledge,” the statement said.

In a statement, CMA CGM Group said it was “totally committed to responsible trade” and would not knowingly violate international standards. “According to documentation received at the time of booking, the commodity carried is not in violation of the Basel Convention.”

A shipment of PVC plastic, sent by New Jersey-based Scan-Shipping on a ship operated by Maersk, the Danish shipping company, that left Newark on Feb. 16 for Gujarat, India, could potentially run into obstacles under Basel rules because India is a Basel signatory, and PVC trade is restricted under the rules. Scan-Shipping, which is headquartered in Denmark, did not immediately provide comment.



Maersk said in a statement that it “works to ensure it is compliant with all trade control laws, including the Basel Convention. However, there are times in which shippers, who are responsible to load cargo into containers and declare the commodity, may mis-declare cargo to avoid trade control laws.”

The company added that Maersk “works with the authorities to either destroy the illegal cargo or have it returned to origin.”

Broadly, Ms. Adler said, there are legitimate markets for the material being exported from the United States in January.

Ms. Adler said in Malaysia, for instance, there is a robust plastic manufacturing industry that incorporates recycled plastic into its products, as well as rigorous standards on what plastic can be imported. While acknowledging that some noncompliant scrap may be slipping through the cracks, Ms. Adler said there were many shipments of plastic scrap from the United States that she believed conform to Basel.

One reason for the rise in plastic scrap from the United States, she said, could be the manufacturing of personal protective equipment that has been booming in Asia during the pandemic.

“I can say with confidence that there is compliant material” being shipped, she said.

But illicit material, once it arrives by ship, can be difficult to turn away. The worry, advocates say, is that the difficulty of getting American plastic scrap exporters to take the shipments back will mean they slip through customs around the world, or get shipped off again to an alternative destination.

“There’s going to be a bit of chaos,” Mr. Puckett said. “If a shipment does get returned, the question is, where is it going to go next? It could just end up on another ship, or in some other country that brokers are going to find is the next weak link out there.”

If the United States were to ratify the Basel agreement — which would require Congress to pass legislation — traders found to be shipping plastic waste overseas could be prosecuted. But short of that, the United States government is limited in its ability to stop plastic waste exports.

Still, growing awareness could start to change things, said David Azoulay, a Geneva-based lawyer with the Center for International Environmental Law, a nonprofit environmental law firm.

Even ardent opponents of the agreement may be shifting their position. The Institute of Scrap Recycling Industries has opposed the United States joining the Basel agreement, arguing that it hampers legitimate trade of plastic scrap that can be recycled. This week, Ms. Adler said that the trade group’s position on Basel was under an internal review.

“You’re starting to see an outcry in countries being flooded with waste. And we are already seeing more countries starting to put their foot down,” Mr. Azoulay said. And the more Americans “learn that their waste ends up in fields in Malaysia, or openly burned in Indonesia or Vietnam, it’s not going to sit very well.”

“I do think that we’re in a pivotal moment,” he said. “Is illegal trade of waste going to continue to happen? Yes, without a doubt. But can it continue at the scale that it is currently happening? I don’t think so.”

**Hiroko Tabuchi** is an investigative reporter on the climate desk. She was part of the Times team that received the 2013 Pulitzer for explanatory reporting. More about Hiroko Tabuchi

**Michael Corkery** is a business reporter who covers the retail industry and its impact on consumers, workers and the economy. He joined The Times in 2014 and was previously a reporter at the Wall Street Journal and the Providence Journal. More about Michael Corkery



**Waste**

🕒 This article is more than 1 year old

## Latin America urges US to reduce plastic waste exports to region

**Study finds exports to region doubled in 2020 with practice predicted to grow as US invests in recycling plants**



📷 A woman pulls a cart with bags of recyclables through the streets of New York. Photograph: Johannes Eisele/AFP/Getty

### Joe Parkin Daniels

🐦 @joeparkdan

Fri 24 Dec 2021 08.21 EST

Environmental organisations across Latin America have called on the US to reduce plastic waste exports to the region, after a report found the US had doubled exports to some countries in the region during the first seven months of 2020.

The **US is the world's largest plastic waste exporter**, although it has dramatically reduced the overall amount it exports since 2015, when China - previously the top importer - said it "no longer wanted to be the world's rubbish dump" and began imposing restrictions. Elsewhere around the world imports are rising, and not least in Latin America, with its cheap labour and close proximity to the US.

More than 75% of imports to the region arrive in Mexico, which received more than 32,650 tons (29,620 metric tonnes) of plastic waste from the US between January and August 2020. **El Salvador** was second, with 4,054 tons, and Ecuador third, with 3,665 tons, according to research carried out by the Last Beach Cleanup, an environmental advocacy group based in California.

While hazardous waste imports are subject to tariffs and restrictions, they are seldom enforced and plastic waste intended for recycling - which until January this year was not considered hazardous under international law - that enters importing countries can often end up as landfill, according to a researchers with the Global Alliance for Incinerator Alternatives (Gaia).

A Gaia report published in July also predicted further growth in the plastic waste sector in Latin America due to companies in the US and China investing in factories and recycling plants across the region to process the US plastic exports.

Some view the practice as a form of environmental colonialism. “The cross-border plastic waste trade is perhaps one of the most nefarious expressions of the commercialisation of common goods and the colonial occupation of territories of the geopolitical south to turn them into sacrifice zones,” said Fernanda Soliz, the health area director at the Simón Bolívar University in [Ecuador](#).

“Latin America and the Caribbean are not the back yards of the United States,” Soliz said. “We are sovereign territories, and we demand the respect of the rights of nature and our peoples.”

Most of the world’s countries agreed in May 2019 to stem the flow of plastic waste from the developed nations of the global north into the poorer ones of the global south. Known as the plastics amendment to the Basel Convention, the agreement prohibited the export of plastic waste from private entities in the US to those in developing nations without the permission of local governments.

But critically, the US did not ratify the agreement, and has been accused of continuing to funnel its waste into countries around the world, including in Africa, south-east Asia, and Latin America.

“Regional governments fail in two aspects: the first is inspections at customs because we don’t really know what enters the country under the guise of recycling, and they also fail in their commitments with international agreements such as the [Basel convention](#),” said Camila Aguilera, a spokesperson for Gaia. “And here it is important to see what comes under the types of recycling because recycling is seen as a good thing.”

“Countries in the global north see recycling as something to be proud of, forgetting about redesigning the products and reducing waste,” said Aguilera. “It’s very difficult for governments to treat plastic like toxic waste, but that’s what it is.”

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WORLD NEWS

## EU nations reach major breakthrough to stop shipping plastic waste to poor countries



FILE - Plastic waste runs on conveyor belts at a new plastic waste sorting facility in Motala, central Sweden, Thursday, Nov. 9, 2023. European Union countries and lawmakers sealed a deal Friday, Nov. 17, 2023 to stop sending their plastic rubbish to poor countries. Under the agreement, the 27 EU countries will no longer be able to export their plastic waste to non-OECD countries within two and a half years after the regulation becomes a law. (AP Photo/David Keyton, File) [Read More](#)



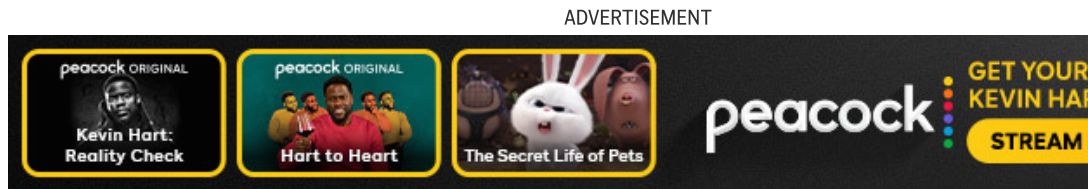
BY **SAMUEL PETREQUIN**

Updated 6:54 AM PST, November 17, 2023

BRUSSELS (AP) — The European Union made a major breakthrough Friday in efforts to stop sending its plastic trash to poor countries.

Under a tentative agreement, the 27 EU countries will no longer be able to export their plastic waste outside the Organization for Economic Cooperation and Development club of wealthy countries.

The text now needs to be formally approved by both the council representing the EU member states and the EU Parliament to enter into force.



Only a third of plastic waste in Europe is recycled, and half of the plastic collected for recycling is exported to be treated in countries outside the EU.

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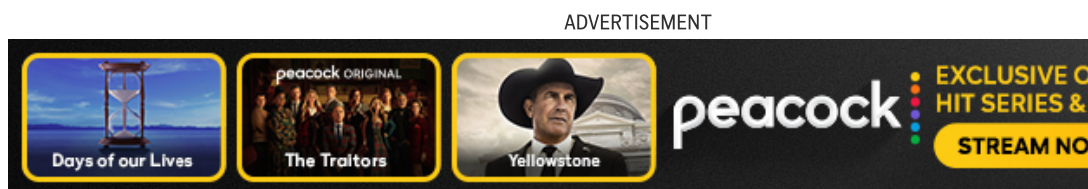


**At talks on cutting plastics pollution, plastic credits are on the table. What are they?**

“The EU will finally assume responsibility for its plastic waste by banning its export to non-OECD countries,” said Pernille Weiss, the EU Parliament rapporteur. “Once again, we follow our vision that waste is a resource when it is properly managed, but should not in any case be causing harm to the environment or human health.”

In addition, plastic waste exports to the 38 OECD countries “will be subject to stricter conditions, including an obligation to apply the prior written notification and consent procedure, and closer compliance monitoring,” the Parliament said.

The deal was announced as [United Nations-led negotiations for a treaty](#) aimed at cutting plastics pollution take place in Kenya.



After a period of five years following the introduction of the regulation, non-OECD countries will have the option to ask the EU Commission — the bloc’s executive arm — for the right to import plastic waste and the ban will be lifted if they prove they can treat it properly.

The EU Commission said negotiators agreed to set up a group to coordinate the action of member countries to make sure illegal shipments are detected and prevented.

According to EU data, the global production of plastic has grown from 1.5 million tonnes in 1950 to 359 million tonnes in 2018. As part of the [Green Deal](#), 55% of plastic packaging waste should be recycled by 2030.



**SAMUEL PETREQUIN**

Petrequin is covering European news and sports.



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# Agenda Report

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**TO:** CCCSWA BOARD OF DIRECTORS  
**FROM:** DAVID KRUEGER, EXECUTIVE DIRECTOR  
JUDITH SILVER, SENIOR PROGRAM MANAGER  
**DATE:** DECEMBER 14, 2023

**SUBJECT:** 2024 PRIORITIES, PLANNING AND PROGRAMS

## SUMMARY

Priority projects for 2024 include:

- New franchise agreement procurement
- SB 1383 enforcement
- SB 1383 local assistance grant projects
- Refuse vehicle impact fee studies

Potential additional projects include:

- Ordinances to discourage the use of disposable foodware
- Lobbying for State legislation to reduce waste

## RECOMMENDED ACTION

1. Review the report and provide direction to staff.

## DISCUSSION

### New Franchise Agreement Procurement

On May 25 and September 28, 2023, the Board adopted recommendations from the Franchise Design Ad Hoc Committee that established the following process and timeline:

Step	Timeline
Sole source negotiations with Republic for disposal services at the Keller Canyon Landfill	October 1 2023 - March 28, 2024
Concurrent negotiations with Republic and MDRR for transfer station services	October 1, 2023 - March 28, 2024
Competitive post-collection RFP for recyclables processing, organics composting, and mixed waste processing	November 1, 2023 – October 24, 2024
Sole source negotiations with MDRR for Reuse & Cleanup Days Services	December 1, 2023 – October 24, 2024
Competitive RFP for Collection Services	April 1, 2023 – September 1, 2025

Key Dates in 2024

Award Disposal and Transfer Agreement(s)	March 28
Issue Post-Collection RFP	March 29
Post Collection Proposals Due	June 1
Award Post Collection Agreement(s)	October 24
Award Reuse & Cleanup Days Agreement	October 24
Issue Collection RFP	October 25

If negotiations with Republic and MDRR for disposal and transfer services are unsuccessful, those services will be added to the post-collection RFP. If negotiations with MDRR for Reuse & Cleanup Days services are unsuccessful, those services will be added to the collection RFP.

Potential Significant Program Changes

- Adding to or removing items from the list of recyclable materials accepted in our blue containers (see Agenda item 5b)
- Adding large bulky items (furniture, appliances, mattresses) to the Reuse & Clean-up Days program
- Expanding the Reuse & Cleanup Days program to include multi-family dwellings
- Adding a reuse component to the annual on-call landfill materials collection
- Collecting reusable and cleanup items on the same day
- Transitioning to Zero Emissions Vehicles (ZEVs) per State regulations
- Obtaining new carts and bins (existing carts and bins have Republic’s name and number on them)
- Changing the methodology for sharing recyclables revenue with the recyclables processor
- Determining whether any or all contractors will pay each other at our contracted rates (e.g., Republic currently pays EBMUD to convert food to energy, at the rate specified in the contract between the Authority and EBMUD), or if the Authority will directly pay any or all contractors (e.g., the Authority, not Republic, currently pays MDRR for recyclables processing)

## **SB 1383 Enforcement**

The Authority has been planning for SB 1383 and providing updates to the Board since 2018. The Authority's Mandatory Organic Waste Disposal Reduction Ordinance (Ordinance No. 21-1) codifies a significant portion of the SB 1383 requirements for organic waste generators (homes and businesses) and allows the Authority to enforce the ordinance on behalf of the member agencies. While enforcement actions are required beginning January 1, 2024, the Authority believes that the number of Notices of Violation required will be minimal.

- SB 1383 requires the Authority to provide three container (organics, recycling, landfill) collection services to all residential and commercial generators, with some exceptions. The carts must be in specific colors and have labels to help generators sort properly. The Authority has been using the required cart colors since 2015 (green for organics, blue for recycling, black or gray for landfill).
  - The Authority may grant waivers to commercial and multi-family generators who do not generate sufficient organics, or who do not have adequate space to separate their organics. Some generators may also achieve compliance through an alternative compliance method such as self-hauling organics to a diversion facility, back-hauling to a distribution center, or on-site composting.
  - Staff has been working to ensure that every commercial/multifamily account has service or a waiver or is identified as an entity that engages in self/back haul to reach compliance. For any accounts not yet in compliance, letters explaining the requirements and warning them of the 2024 enforcement requirements of SB 1383 were sent out to multifamily accounts in May and September 2023, and to commercial accounts in November 2023. Ten letters were sent to multifamily accounts in September and 13 letters were sent to commercial accounts in November 2023.
- The Authority is required to develop and maintain a list of Tier One and Tier Two Commercial Edible Food Generators, provide outreach and education annually, monitor compliance (which is being accomplished through a contract with County Health Services), and increase food recovery capacity and access to edible food recovery organizations.
- Each year, the Authority is required to educate the public about SB 1383. Among other methods of outreach, this year the Authority sent letters explaining relevant SB 1383 requirements to every commercial account, every multifamily account, every townhome account that began organic service in 2022, every school, and every covered Commercial Edible Food Generator in our service area.
- The Authority has descriptions of our enforcement procedures in our SB 1383 Implementation Record.
- Attachment A summarizes the process to issue notices of violation and assess penalties.

**SB 1383 Local Assistance Grant Funds**

CalRecycle allocated \$90,000,000 of the \$180,000,000 identified in the 2022 Amended Budget Act for a second round of SB 1383 Local Assistance funding. This noncompetitive grant program will provide funding to local jurisdictions to assist with the implementation of regulatory requirements associated with SB 1383. For this new round of funding, the Authority was able to apply on behalf of the member agencies; the County submitted a separate application and will share some of its grant award with the Authority through a Memorandum of Understanding agreement. The grant application was submitted by staff on November 15, 2023.

The total grant amount available to the Authority directly is \$447,638, with \$60,000 additional dollars expected to come from the County. The funding will be used to cover SB 1383-related expenses in Fiscal Years 2024-2025 and 2025-2026. See **Table 1** for the funding allocation set by CalRecycle based on population for each member agency plus the County’s contribution.

**Table 1 – Funding by Member Agency**

<b>Member Agency</b>	<b>Amount Allocated by CalRecycle</b>
Danville	\$ 89,801.00
Orinda	\$ 75,000.00
Moraga	\$ 75,000.00
Walnut Creek	\$ 132,837.00
Lafayette	\$ 75,000.00
Subtotal	\$ 447,638.00
(Less 10% Indirect Costs)	\$ (44,764.00)
County contribution (after grant submittal)	\$ 60,000.00
<b>Total: 2 - Year SB 1383 Budget</b>	<b>\$ 462,874.00</b>

**Grant Related Program Options**

Grant funds must be expended no later than April 1, 2026. Certain projects such as annual route monitoring and annual Tier One and Tier Two inspections of covered Commercial Edible Food Generators, including school districts, in fiscal years 2025 and 2026 are already planned for. These projects total \$185,000 leaving \$277,874 for other projects, approximately \$138,937 in each fiscal year.

Below are brief descriptions of project ideas that have been identified by staff and/or suggested by member agency liaisons. Staff is seeking the Board’s input and welcomes additional suggestions. Based on the Board’s guidance, staff will further refine these program concepts and bring them to the Finance Committee in the spring as a part of the FY 2024-25 budget process.

Offset Existing Staff Salaries

Available grant funds can be used to offset existing staff salaries for staff time used to implement SB 1383. Applying all or part of the \$277,874 in remaining grant funds to existing staff salaries would save the Authority from having to fund this portion of staff salaries through the garbage rates. \$277,874 represents approximately 0.4% of the total expenses (Republic, MDRR, Member Agency fees, Authority costs) funded through the rates.

Waste Characterization Study

A waste characterization study identifies predominant materials in the waste stream. In this type of analysis, the contractor takes multiple samples of residential, multi-family and commercial trash, recycling and organics streams and sorts the collected samples into specified categories. It is a tool that can help refine programs and track progress toward long term goals. Having a better understanding of the contamination found in recycling and organics streams can lead to targeted outreach and result in increased recovery rates. Currently, the Authority, along with most jurisdictions in the state, relies on statewide information that can be somewhat tailored to a particular jurisdiction based on population but that does not reflect regional differences. The latest statewide study was completed in 2021; however, it looked only at the disposal stream.

Cost: A study currently underway in Alameda County is budgeted at \$975,000. The Alameda County study considers all three material streams and includes 500 samples countywide. Based on Alameda County’s population of 1.649 million, a similar project in the Authority area could be expected to cost at least \$150,000.

Compost Hub(s)

Compost Hubs are locations hosting a large, communal pile of free compost for residents and communities. Compost hubs are gaining popularity in the Bay Area. Some hubs are hosted at community gardens, others at city/town corporation yards. A compost hub would supplement the two annual compost giveaway events. Finding a secure location, preparing the location to receive and store compost, determining if the site needs oversight or labor, establishing the hub’s hours of operation and purchasing the finished compost to supply the hub on an ongoing basis are the main program components. Walnut Creek staff has expressed interest in establishing a compost hub in Heather Farm Park, and staff would like to identify a second location as well.

Cost: Finished compost is available from Republic’s Forward Compost Facility for \$25/cubic yard. Beginning in 2027, if asked for in the new franchise, we would be able to get the compost for free. Other costs might include property improvements, ongoing labor to staff the hub and the cost to deliver the compost to the hub. The Authority would pay for one-time site improvements through the grant and secure other sources of funding for ongoing costs such as labor. Approximately \$15,000 – 20,000 per compost hub.

Multifamily “Dehydrator” Pilot

Establishing and maintaining food scraps diversion programs in multifamily complexes, especially larger multi-floor complexes with trash chutes, is challenging. In many cases, multifamily complexes use a landscaper to remove yard trimmings, leaving only food scraps for collection by Republic Services. Food scrap “dehydrators” may provide a solution. Brands such as Mill, Lomi, and others are becoming more prevalent. The machines are placed on the counter or floor of a kitchen and reduce the volume of food scraps, making it easier to bring the finished product to the green cart. A

Walnut Creek resident who resides in a 48-unit multifamily complex approached City and Authority staff expressing interest in their complex serving as a pilot location. Staff would research dehydrator manufacturers, issue an RFP and select a vendor. Grant funds would be used to pilot the machines' effectiveness with a focus on increased participation and food scraps diversion. Pilot costs would include one machine per unit in one complex, promotion, and tracking. Staff would conduct an RFP to select a dehydrator vendor.

Cost: Approximately \$30,000

#### Technical Assistance to Tier One and Tier Two Commercial Edible Food Generators

The Authority has 30 Tier One Commercial Edible Food Generators and 29 Tier Two Commercial Edible Food Generators, excluding school districts. These covered generators are required by SB 1383 to:

- Maintain a contract or written agreement with food recovery organizations that pick up or receive edible food.
- Maintain records indicating all types of food being donated, pounds donated per month, frequency of donations, and the contact information of the contracted Food Recovery Organization(s).
- Not intentionally spoil food that can be recovered to feed people (and not compost edible food).

Staff has observed that developing sustainable food donation programs is challenging for most edible food generators. Using the current round of grant funds, staff has engaged with two contractors, Food Shift and Envirolutions, to assist with food recovery program implementation for Tier One and Tier Two generators in our service area. As the Authority has experienced in the past with recycling and organic programs, providing technical assistance to these generators can serve to build trust, instill best practices, and assist with SB 1383 compliance. Staff would like to continue to provide technical assistance to these generators using the next cycle of funding.

Cost: \$50,000 – two \$25,000 technical assistance contracts; one for Tier One generators and one for Tier Two generators.

#### Internal Containers for Generators

As businesses embrace a three-sort materials management system, the Authority has received an increased number of requests for internal containers to help generators install the necessary infrastructure to comply with SB 1383. While Republic Services provides green internal containers for kitchens in restaurants, hotels and other food generating businesses at no charge, there are also requests for “front of house containers” at venues such as the Leshner Center and the Veteran’s Hall in Danville.

Cost: While the cost of recycling and compost receptacles varies widely, staff believes that setting aside \$15,000 total to address these requests would be sufficient.

#### Food Recovery Organization Vehicle

Aiding food recovery organizations to facilitate their ability to collect food for donation supports the goals of SB 1383. For example, Contra Costa Fruit Rescue (CCFR), a local residential gleaning

organization, approached the Authority for assistance with the purchase of a van to help transport equipment to gleaned events, and to transport gleaned fruit to food recovery organizations such as White Pony Express. Forestr, a 501(c)(3) organization based in Alameda County, serves as the fiscal agent for CCFR. CCFR helps reduce the amount of organics being landfilled while providing nourishing, fresh produce to those in our community who are food insecure. CCFR has gleaned over 55,000 pounds of fruit from residential properties in Contra Costa County in 2023 alone. Staff would issue an RFP to food recovery organizations and provide partial funding for one vehicle. Staff would solicit proposals from local food recovery organizations to determine which one should receive the vehicle, with the intent of recovering the most food per dollar spent.

Cost: \$60,000

### **Non Grant Related Program Options**

Other possible programs are considered below.

#### **Refuse Vehicle Impact Fee Studies**

Refuse vehicle impact fees require a periodic nexus studies to determine the cost to repair damage to public roads caused by refuse vehicles. The City of Orinda has requested an updated refuse vehicle impact fee study. Staff's preliminary conversations with two consultants who perform such studies (HF&H and R3) indicate that it would be timely and cost effective to perform these studies for all member agencies at the same time. Staff is proposing to contract with a consultant to perform new refuse vehicle impact fee studies for all Member Agencies in 2024. This would not include the County, which does not have such a fee.

#### **Ordinances to Discourage the Use of Disposable Foodware**

Disposable (single-use) foodware such as utensils, straws, cups, lids, plates, bowls, stir-sticks, clamshells, and condiment packets are often difficult to recycle or compost, contribute to litter, and contaminate recyclable and compostable materials. Many restaurants have found that they can reduce costs overall by shifting from disposable to reusable foodware. There is a movement among local governments to pass ordinances designed to discourage restaurants, food vendors, and consumers from using disposable items, and encourage the use of reusable alternatives. The City of Lafayette is currently drafting such an ordinance, and a recent presentation staff attended stated that 27 California cities and counties have adopted similar policies. The Authority may wish to pursue an Authority-wide disposables ordinance, or the creation of a model ordinance that could be adopted by individual member agencies. Examples of requirements that might be included in such an ordinance are:

- Restaurants must provide reusable utensils, cups, and dishware for all onsite dining
- Restaurants and coffee shops must charge a fee (kept by the store) on all disposable cups given to customers
- Venues and community events must use reusable cups

An Authority-wide disposables ordinance would be enforced by Authority staff. Individual Member Agency ordinances would be enforced by each Member Agency. Staff is seeking Board direction on whether to pursue a model ordinance or an Authority-wide ordinance. In addition, to better

understand the worthiness of such an ordinance, staff is piloting several projects in 2024: an option for reusable foodware for to-go food orders; switching to reusable foodware for onsite dining or at large venues; and providing reusable cups at community events.

Lobbying for State Legislation to Reduce Waste

Many decisions that affect the Authority's efforts to reduce and properly manage solid waste are made at the State level or by product manufacturers over whom we have little control. In addition, many "upstream" waste reduction policies are most effectively implemented at the State or national level as opposed to the local level. Guided by the Legislative Committee, the Authority sends letters to the State legislature and Governor supporting and opposing proposed legislation that affects our mission. Our Member Agencies are represented in State lobbying efforts by the League of California Cities (Cal Cities). Other local solid waste JPAs such as Rethink Waste and StopWaste have taken these efforts a step further and hired lobbying firms to influence legislation that would affect their agencies, and to introduce new legislation furthering their mission and further their programs. Staff meets with representatives of these other JPAs to coordinate our legislative efforts. Staff is seeking Board direction on whether or not to fund lobbying efforts that seek to initiate State legislation in addition to reacting to legislation proposed by others. This could be accomplished by joining already existing lobbying relationships with similar JPAs, or by hiring our own lobbying firm. If so directed, program details would be overseen by the Legislative Committee.

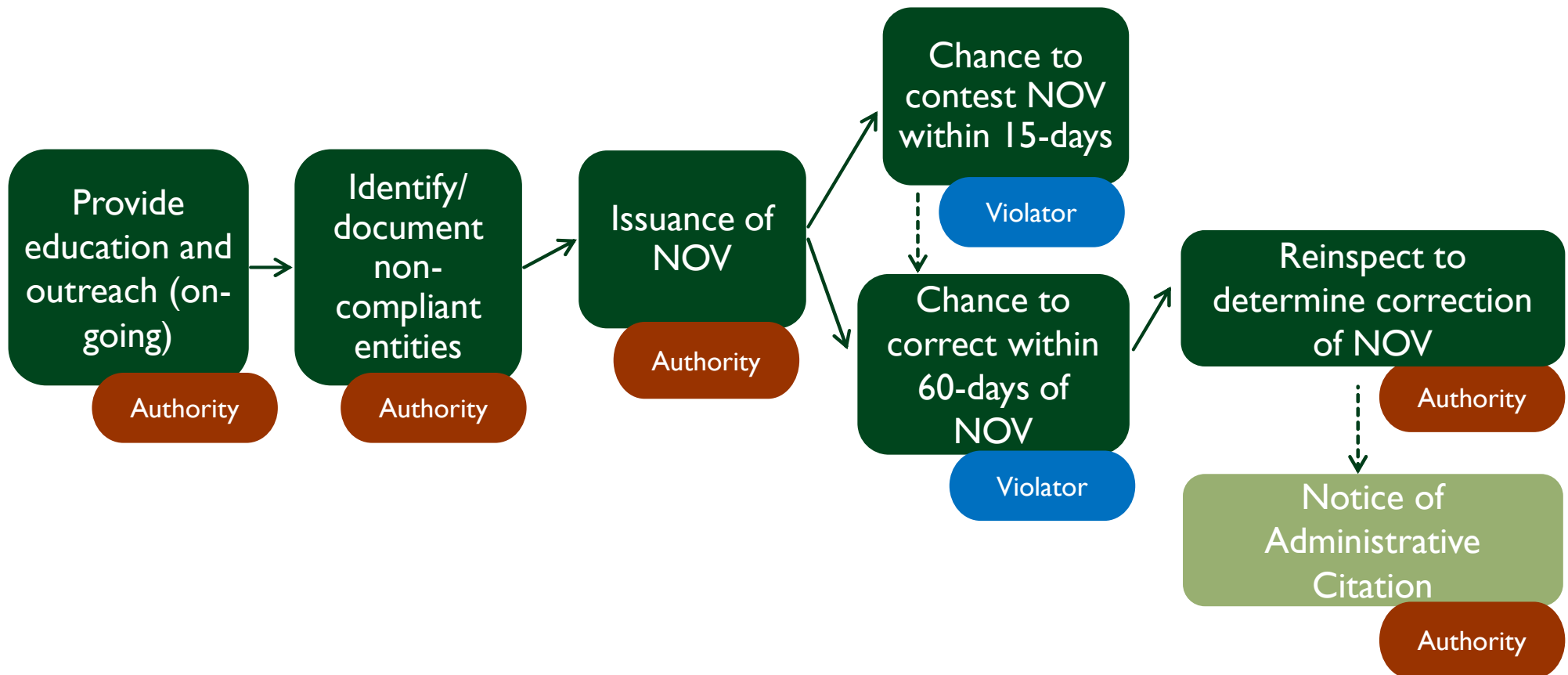
ATTACHMENT

A. SB 1383 Enforcement Process



# NOTICE OF VIOLATION ISSUANCE

Regs: Occurring on or after 1/1/24, enforce action on violations of prohibited contaminants through a Notice of Violation (NOV) requiring compliance within 60-days of the issuance, pursuant to CCCSWA Ordinance No. 16-1.



# IMPOSITION OF PENALTIES

Regs: Occurring on or after 1/1/24, absent compliance by the respondent within the deadline set forth in the NOV, enforce action to impose penalties pursuant to CCCSWA Ordinance No. 16-1.

