

Teleconference/Public Participation Information

Pursuant to the provisions of California Governor's March 4, 2020 State of Emergency Declaration and enactment of Assembly Bill 361 on September 16, 2021 which adopted exemptions to the Ralph M. Brown Act and the findings to be adopted by the Board at this meeting, this meeting will be conducted by teleconference only in accordance with Government Code section 54953(e). No physical location will be available for this meeting. This meeting agenda is available online recyclemore.com/about/board-meeting-agendas.

For meetings, there will be no physical location from which members of the public may observe the meeting. Members of the public are welcome to observe and address the Board telephonically at the appropriate time for public comment during the meeting, following these instructions:

Link to join Webinar: <https://us02web.zoom.us/j/83970413840>

Or phone: 1-669-900-6833

Webinar ID: 839 7041 3840

During the meeting, the Chair will call for public comment. To make a public comment on a desired item while participating in the webinar, click on the "Raise Your Hand" option within the online webinar tool, or if participating via phone - dial *9.

- Members of the public are welcome to submit written comments via email to the Board Secretary at donalds@recyclemore.com prior to or during the time for public comment at the meeting. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet in an alternative format, please contact the Authority Board Secretary at (510) 609-1215 or by email at donalds@recyclemore.com with the following information: name, phone number, email, and type of assistance requested. Notification of at least 48 hours prior to the meeting or time when services are needed will assist Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Public Comment

Members of the public may address the Board of Directors on items that are within the jurisdiction of the Authority. Comments by the public pertaining to items listed in this Agenda should be made at the time the item is considered by the Board of Directors. Please note this Agenda contains an item for the Public to address the Board on non-agenda matters. Each speaker is limited to 3 minutes and may speak only once under each agenda item. The Board of Directors may waive these provisions. If you desire to address the Board, please submit your request using the instructions above.



1. CALL TO ORDER AND ROLL CALL

The Chair will call the meeting to order and the Secretary will call the roll to establish the presence of a quorum.

2. CLOSED SESSION

None.

3. PLEDGE OF ALLEGIANCE

The Chair or a Member of the Board will lead the Pledge of Allegiance.

4. EX PARTE COMMUNICATIONS DISCLOSURES

The Chair of the Board will ask if any Director has an ex parte disclosure, pursuant to the Authority's Ex Parte Communications Policy, on any agenda items.

5. PUBLIC COMMENT

Receipt of public comment on non-agenda matters.

6. CONSENT CALENDAR

All matters listed in the Consent Calendar will be enacted with one motion. There will be no separate discussion of the items listed. However, upon request by a member of the Board or the Public, items will be removed from the Consent Calendar and considered separately in the agenda order.

Consideration of a motion to approve the following actions:

6.1 December 9, 2021 Authority Board Meeting Minutes

Note: To vote on the adoption of the minutes does not require a Director to have been present at the subject meeting.

6.2 Implementation of AB 361 to Allow Teleconferenced Meeting

Adopt Resolution No. 21-06 to continue conducting Board of Director meetings remotely due to health and safety concerns for the public and making related findings in compliance with Assembly Bill 361 (2021) ("AB 361") effective January 13, 2022 through February 12, 2022.

6.3 R3 Contract for SB 1383 Ordinance Assistance Work

Receive and review ordinance contract between RecycleMore and R3 to assist member agencies with editing and finishing the work RecycleMore, R3, and Republic did to get a draft ordinance to each city.

6.4 Edible Food Recovery Consultant Request for Proposals (RFP)

Receive and review the Request for Proposals (RFP) for an edible food recovery consultant to assist RecycleMore and Member Agencies in edible food recovery requirements of SB 1383.

END OF CONSENT CALENDAR

7. STAFF REPORT

Staff will provide updates on recent and upcoming activities.

Process for Addressing Agenda Items Before the Board of Directors

- *Chair reads the agenda item*
- *Staff presents their report*
- *Board questions staff*
- *Public comments are heard*
- *Board discusses item*
- *A motion is made*
- *Final Board discussion*
- *Motion is restated and seconded for the record*
- *Board votes or provides direction to staff*

8. REGULAR AGENDA

8.1 Administrative Policy for Compliance Set-Aside Monies

Adopt the administrative policy for compliance set-aside monies.

END OF REGULAR AGENDA

9. BOARD MEMBER AND STAFF ANNOUNCEMENTS

INFORMATION ONLY. Announcement of matters of interest by Board Members, Alternate Board Members, Executive Director and General Counsel.

10. ADJOURNMENT

Consideration of a motion to adjourn. The next regular Board of Directors' Meeting is scheduled for February 10, 2022.



Agenda Report

Date: January 13, 2021
To: West Contra Costa Integrated Waste Management Authority Board
From: Peter Holtzclaw, Executive Director
Subject: December 9, 2021 Authority Board Meeting Minutes

ACTION REQUESTED

Consideration of ADOPTION OF A MOTION to approve the subject minutes.

Note: To vote on the adoption of the minutes does not require a Director to have been present at the subject meeting.

BACKGROUND

The minutes of the December 9, 2021 Board meeting are attached.

FISCAL IMPACT

None.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: December 9, 2021 Board Meeting Minutes

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS MEETING MINUTES – DECEMBER 9, 2021

Meeting Date | Time 12/9/2021 6:15 PM | Meeting Location The meeting was held exclusively via teleconference participation of a quorum of Board members in locations not open to the public in compliance with the Governor's March 4, 2020 State of Emergency Declaration and enactment of Assembly Bill 361 on September 16, 2021, which adopted exemptions to the Ralph M. Brown Act and the proposed findings to be adopted by the Board at this meeting, to be conducted by teleconference only in accordance with Government Code Section 54953(e). No physical location will be available for this meeting. All votes of the Board to be Roll Call votes.

Meeting called by Board of Directors

Type of meeting Regular

Authority Staff Present Peter Holtzclaw, Lisa Borreani, Christina Leard, Andy Schneider, Donald Sturman

Legal Counsel John Bakker

Board Members Present:

Directors: A. Pineda, San Pablo; T. Rudnick, El Cerrito; A. Tave, Pinole; D. Romero, Hercules (Vice-Chair); E. Martinez, Richmond Alternate, and N. Bates (Chair), Richmond

Absent: G. McLaughlin, Richmond; M. Willis, Richmond; and, F. Glover (Ex-Officio) Contra Costa County

CALL TO ORDER/ROLL CALL

Chair Bates called the meeting to order at 6:15 P.M. The Roll Call established the existence of a quorum (Bates, Martinez,* Pineda, Romero, Rudnick, and Tave). *Director Martinez arrived after Roll Call at 6:18 P.M.

CLOSED SESSION

There was no Closed Session.

PLEDGE OF ALLEGIANCE

Chair Bates led the Pledge of Allegiance.

EX-PARTE COMMUNICATIONS & DISCLOSURE

There were no ex-parte communications or disclosures.

PUBLIC COMMENT

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

CONSENT CALENDAR

MOTION by Vice Chair Romero to approve Consent Calendar Items 6.0 and 6.1. **SECOND** by Director Rudnick.

MOTION PASSED unanimously by a Roll Call vote.

STAFF REPORT**Staff Report Item 7 - | Presenter | Peter Holtzclaw - Executive Director**

Executive Director Peter Holtzclaw reported that a consultant Request for Proposal (RFP) for edible food recovery would be brought to the Board for consideration at the January 2022 meeting. He referred to productive meetings on the topic of developing the strategy for edible food recovery and noted that the distribution element would have to be pursued. Strong partners were being sought to develop even more projects and more infrastructure.

Agenda Item 8.0 – Household Hazardous Waste (HHW) Metrics Report | Presenter | Christina Leard, HHW Program Manager

HHW Program Manager Christina Leard presented a report prepared by Larry Sweetser of Larry Sweetser & Associates, Inc. She explained that there were two permanent hazardous waste collection sites; one in Richmond (West County Resource Recovery) open Wednesdays through Saturdays for HHW collection, and one in El Cerrito (El Cerrito Recycling Center) open on Tuesdays only for HHW collection. She presented a number of tables to identify the participation data from 2012 for both sites along with the three annual one-day events. She also identified the participation by program and jurisdiction and pointed out the seasonal fluctuations with lower participation during the winter. The tables identified the popularity of the one-day events and the increase in usage overall. Participation had also been broken down for each permanent facility, in this case from 2020 and 2021, with participation by jurisdiction spread out across the board. Weekly participation by day of the week identified the usage as fairly consistent each day of the week. Other data, such as volume and waste types collected was also provided. She explained that sharps and pharmaceuticals collected were under the Door-to-Door Program and almost entirely collected from the kiosks located around the service area.

Ms. Leard presented participation numbers for the one-day events held in 2020 and 2021 with Hercules events most popular with Hercules and Pinole residents; El Sobrante events most popular with El Sobrante, Pinole, Richmond, and San Pablo residents; and Richmond events primarily attended by Richmond residents. She compared the one-day events from 2019 to 2021 and noted the increased participation during the COVID-19 pandemic. She also pointed out specific programs, such as El Cerrito's oil payment program (used oil) administered by RecycleMore.

Ms. Leard presented the reuse program, stated it was very popular with the public, and explained that when the material had been set aside it was quickly removed. She reported that about 2 percent of the incoming HHW was set aside for reuse in 2020 with an additional 14,992 pounds of latex and oil-based paint sent for reuse and reimbursed under the PaintCare Stewardship Program. She advised there had been a decrease in 2020 from the previous year's high likely due to COVID-19 impacts. Using an estimate of \$0.80 per pound for disposal, the reuse program saved approximately \$12,000 for 2020 year to date.

With respect to the Architectural Paint Stewardship Program known as PaintCare, Ms. Leard stated in addition to the West County HHW program, there were two PaintCare-sponsored drop-off locations in the RecycleMore service area at Kelly-Moore in San Pablo and Westlake Hardware in Pinole. She noted that Home Depot in Hercules had been approached several times with requests to participate in accepting paint under the Paint Stewardship Program, although Home Depot had declined. To date, \$176,500 had been saved by participating in the stewardship program.

Ms. Leard also identified other information such as a time of day analysis to identify HHW delivery, which indicated a fairly even spread of arrival times throughout the day with a small dip around the lunch hour. A program metrics comparison had also been developed between the two permanent facilities and the one-day events for overall cost, pounds, participants, operating days, cost per participant, cost per pound, pounds per person and pounds per day. The data revealed that there were more pounds per person delivered to El Cerrito than Richmond indicating a larger

load size, and significantly more batteries accepted at El Cerrito during six days a week collection than from Richmond's four days per week collections.

Ms. Leard reported that the one-day events were the costliest option due to several factors including coordination with the site owners and documentation requiring staff time; events required 30-40 staff for the day plus significant time spent preparing the site (the facilities operate with an average of three staff); preparations for the event required public notification through postcard mailings and electronic notifications to the area; local permit fees and the cost for off-duty officers added some cost; and the entire operating area needed to be covered with plastic as required by regulations. She reported that the cost of labor and materials was significant.

Ms. Leard advised that the analyses indicated some potential trends on HHW program participation that was worthy of future review including a review of the level of repeat customers; evaluation of the storage capacity of the El Cerrito Satellite HHW facility; reviewing usage of home-generated sharps and pharmaceuticals collection for impacts from the pending implementation of the Pharmaceutical and Sharps Waste Stewardship Program (SB212); reviewing usage of the Door-to-Door Program; and reviewing small business and non-profit programs.

Ms. Leard stated that by having the El Cerrito Satellite facility open on Tuesdays, adding Wednesdays to the Richmond's facilities operating schedule and with the three one-day HHW events, there had been significantly increased participation and an increase in the amounts of HHW collected. The El Cerrito facility had significantly increased the participation of El Cerrito residents as well as neighboring Richmond residents; El Cerrito residents and other service area residents preferred to use the local HHW facility, which was only open one day a week as opposed to the Richmond facility being open four days a week but further away; the one-day events were popular, especially with Hercules and El Sobrante residents; participation in the Architectural Paint Stewardship Program continued to provide significant cost savings; the reuse program was increasing in usage saving significant disposal costs; participants reported that they had significantly used the facility previously; and residents delivered HHW to the facility fairly consistently throughout the day.

In response to Chair Bates as to the concern for illegal dumping and how the one-day HHW events could help in that regard, Mr. Holtzclaw explained that illegal dumping was somewhat out of RecycleMore's jurisdiction although the Authority wanted to create enough incentive for residents to dispose of the myriad things dumped on streets, such as mattresses. He agreed that illegal dumping was a huge problem and suggested that all waste collection organizations, jurisdictions and public works departments had to work together to address those kinds of issues.

Director Tave referred to volume and noted that weekly participation had increased overall as had the overall waste tonnage, which he verified with Ms. Leard was associated with the one-day events. He questioned whether the convenience of the one-day events had been encouraging residents to bring their HHW to those events.

Mr. Holtzclaw suggested that the participation numbers were expected to return to pre-pandemic levels given that the numbers had increased during the pandemic. He emphasized that the program was solid and compared to other jurisdictions the program made it very easy for West County residents to dispose of materials. The two permanent sites were well spaced to allow the whole jurisdiction access to those sites, and issues had been identified to further promote the program through education and publicizing the program to increase participation. He emphasized that the one-day events were intended to address the seasonal increases in participation. It was pointed out that the events were generally scheduled during summer months given that they were weather prohibitive.

In further response to comments, Larry Sweetser explained why the cost per participant differed between Richmond and El Cerrito in that El Cerrito received more pounds total, which had to do with larger loads.

Mr. Holtzclaw agreed and noted that the cost per pound was almost identical but the cost per participant generally had to do with the larger loads.

Ms. Leard clarified that business waste was not accepted at El Cerrito. Only residential waste was accepted. With respect to grants, she reported that RecycleMore had participated in the CalRecycle Used Oil program to promote programs in the RecycleMore service area and to cover the oil collected in El Cerrito. She added that the just-received HD-37 grant would target marine flares. She also explained that there were certified oil collection centers throughout West County and the cost of paint disposed through the Paint Care Stewardship Program was being reimbursed. It was the other HHW items that were most costly.

Mr. Sweetser explained that the disposal of oil and paint were at no cost given the recycling fee charged at the time of purchase.

Director Tave requested that the HHW metrics information be posted on the RecycleMore website.

PETER NUTI, Republic Services, stated with respect to cost that Richmond was the base and economies of scale were picked up for the El Cerrito site. He commented that the two sites could not be compared because each HHW program attempted to target a different segment of the population that might or might not have access to any of the facilities. He explained that the one-day events targeted the outlying areas away from the permanent sites for those residents who might have a hard time getting to the permanent sites, and were intended to encourage residents to eliminate material from their property to get as much material out of the waste stream as possible and to reduce illegal dumping from the service area.

Director Martinez asked if there was any way to monitor hazardous materials that were being dumped in the regular waste stream. He sought another report with that information, if available.

Mr. Sweetser referred to requirements on solid waste facilities and stated that hazardous or prohibitive waste in the waste stream had to be pulled out. He stated those requirements had not been reflected in the reports.

Vice Chair Romero commented that batteries were the fourth largest item collected and there were no kiosks to collect batteries. He recommended a kiosk program in the next year to collect batteries at sites such as senior centers, community centers and city halls.

Ms. Leard explained that RecycleMore had a Big Green Box Battery Recycling Program where prepaid shipping boxes to collect batteries had been purchased and had been provided to senior centers and libraries. That program had been extremely challenging to run as there were issues to manage and handle batteries. She noted that lithium batteries were fire hazards and prior to shipping the boxes someone had to inspect them to make sure the batteries were properly packaged. There were a number of liability issues and a number of participants had dropped out of the program given the time involved. She added that when those boxes were shipped, she had repeatedly gotten notices of non-compliant boxes. As a result, the program had been discouraged because of liability issues.

Vice Chair Romero recommended some effort to consider battery collection. He also referred to the very popular mattress collection events, noted the large budget for that segment of collection, and had been disappointed that there had been no information provided in the report on the mattress collection counts. He questioned the analysis without electronics and paint on page 12 of the report, noted the high volume of paint collection and other hazardous waste and asked for a clarification. He also questioned the statement that RecycleMore had to pay for off-duty officers at the one-day events. He urged a campaign in 2022 to force the big box stores like Home Depot and Lowe's to collect used paint.

Mr. Holtzclaw agreed with a goal to craft a paint ordinance that could be taken to the County Board of Supervisors. He recommended using the San Luis Obispo ordinance as a model.

Mr. Nuti stated that through the Door-to-Door Program, Republic Services had been servicing batteries at the Pinole Senior Center when 40 to 50 pounds was routinely picked up every two weeks at that one center. He also reported that Republic Services had used police officers at the one-day HHW events in El Sobrante given the impact on the neighborhood, at the Galileo Club in Richmond specifically for traffic control, and that the City of Richmond charged \$1,500 for two police officers for eight hours apiece.

Mr. Sweetser noted that officers drove by the one-day events in Hercules but did not engage given that the traffic flow worked at that location. With respect to batteries, he confirmed there were programs that collected batteries from more retail locations, although there was an issue to meet regulatory standards for packaging, particularly for the taping of lithium batteries given that there had been fires in the collections. He stated that right now a good portion of one staff person's time was taping batteries. More batteries would require more people. There had been attempts to get the battery industry engaged in stewardship programs similar to paint and oil collections. An option could be the use of rechargeable batteries over disposal batteries. With respect to electronics and paint separation in the report, he clarified the attempt to normalize the waste streams between El Cerrito and Richmond.

Ms. Leard stated with respect to mattresses that she could compile the numbers and provide a brief report on mattress collection overall for the last couple of years.

Vice Chair Romero supported the mattress collection program and the help it provided West County communities.

Director Pineda wanted to see a similar presentation and wanted to revisit the conversation during the rate setting process.

BOARD MEMBER AND STAFF ANNOUNCEMENTS

There were no Board Member or staff announcements.

ADJOURNMENT

With consensus of the Board, Chair Bates adjourned the meeting at 7:21 P.M. until the regular Board meeting scheduled for January 13, 2022 at 6:15 P.M.

I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Board meeting held December 9, 2021.

Board Secretary

Date



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

Date: January 13, 2022
To: West Contra Costa Integrated Waste Management Authority Board
From: Peter Holtzclaw, Executive Director
Subject: Implementation of AB 361 to Allow Teleconferenced Meeting

ACTION REQUESTED

Adopt Resolution No. 21-05 to continue conducting Board of Director meetings remotely due to health and safety concerns for the public and making related findings in compliance with Assembly Bill 361 (2021) (“AB 361”) effective January 13, 2022 through February 12, 2022.

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act (“**Brown Act**”) in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

The Board of Directors established virtual meetings. The virtual meetings have allowed the Board to continue to conduct its business from remote locations while ensuring the public’s continued access to government meetings in a safe manner.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to in person public meetings. Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within Contra Costa County.

On August 2, 2021, the Contra Costa County Health Officer issued a Health Order requiring all individuals in both Counties, regardless of vaccination status, to wear face coverings in all indoor public settings and businesses for the control of COVID-19. The August 2, 2021 Public Health Officer Order will be in effect until rescinded, superseded or amended.

On September 16, 2021, Governor Newsom signed AB 361, which was an urgency measure that became effective on October 1, 2021, and it allows a local agency to use teleconferencing for public meetings during

Agenda Item No. 6.2

a Governor-proclaimed state of emergency as long as the legislative body adopts findings every 30 days that: 1) meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency; or 2) state or local officials have imposed or recommended measures to promote social distancing.

In such circumstances, a legislative body is not required to make available a physical location from which members of the public may observe the meeting and offer public comment or required to have a quorum of the members of the legislative body participate from locations within the boundaries of the agency's jurisdiction in the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The legislative body holds a meeting during a proclaimed state of emergency to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The legislative body must make certain findings by majority vote every 30 days to continue using AB 361's teleconferencing requirements.

An additional provision of AB 361 states that, in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body is prohibited from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

These new provisions are only operative until January 1, 2024, at which point they are repealed, and the prior Brown Act teleconferencing requirements become effective again.

The California Department of Public Health (CDPH) and the Federal Centers for Disease Control and Prevention (CDC) caution that the Delta Variant of COVID-19, is more transmissible than prior variants of the virus, may cause more severe illness, and even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations. The very recent emergence of the Omicron Variant of COVID-19 has resulted in the CDC's designation of it as Variant of Concern noting that it may spread more easily than other Variants, including Delta, and that fully vaccinated people who become infected with the Omicron Variant can spread the virus to others. In fact, the first verified case of the Omicron Variant in the United States has been confirmed as an individual in the Bay Area who was fully vaccinated.

The Authority meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency related to the COVID-19 pandemic; and
- County Health Orders require that individuals in indoor public spaces wear masks and the CDC recommends social distancing of at least six feet due to COVID-19; and

- The Delta variant of COVID-19 has resulted in a significant increase of COVID-19 cases within the state and throughout Contra Costa County.

Thus, meeting in person for Board meetings would present imminent risks to the health and safety of attendees, the Board and staff. In the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, Authority staff recommends invoking the provisions of Assembly Bill 361 related to teleconferencing.

The Board must make its own determination and findings, no later than 30 days after the adoption of Resolution 21-06, in order to continue to hold teleconferenced meetings in accordance with AB 361. At this time, Staff intends to schedule special Board meetings every 30 days, if necessary, to consider adoption of similar findings in the future. Staff will return no later than February 12, 2022 with an item for the Board of Directors to consider whether to continue meeting under the provisions of Assembly Bill 361.

FISCAL IMPACT

None.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: Proposed Resolution No. 21-06

RESOLUTION NO. 21-06

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
AUTHORIZING TELECONFERENCE MEETINGS PURSUANT TO ASSEMBLY BILL
361 EFFECTIVE JANUARY 13, 2022 THROUGH FEBRUARY 12, 2022**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Government Code section 8550 et seq. (Declaration); and

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive order N-29-20 (Executive Order), which suspended the teleconferencing rules set forth in California Open Meeting law, the Ralph M. Brown Act (California Government Code §§ 54950 – 54963), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which clarified the suspension of the teleconferencing rules set forth in the Ralph M. Brown Act and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361, which provides that under Government Code section 54953(e), a legislation body subject to the Ralph M. Brown Act may continue to meet using teleconferencing without complying with the non-emergency teleconferencing rules in Government Code section 54953(b)(3) if a proclaimed state of emergency exists and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, such conditions exist in the West Contra Costa Integrated Waste Management Authority (RecycleMore) jurisdiction. In addition to the Governor’s Declaration, the Contra Costa County Health Officer has issued numerous Health Orders regarding safety protocols during the COVID-19 pandemic. In particular, on August 2, 2021, the Contra Costa County Health Officer issued an Order requiring all individuals in the County, regardless of vaccination status, to wear face coverings in all indoor public settings and businesses for the control of COVID-19. The Order was amended as of November 1, 2021 to allow groups of fully vaccinated individuals to remove masks indoors under limited circumstances, but the amendment does not apply to indoor spaces “open to the general public”. This Public Health Officer Order will be in effect until rescinded, superseded or further amended; and

WHEREAS, The California Department of Public Health (CDPH) and the Federal Centers for Disease Control and Prevention (CDC) caution that the Delta Variant of COVID-19, is more transmissible than prior variants of the virus, may cause more severe illness, and even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations; and

WHEREAS, on November 18, 2021, the Board of Directors adopted Resolution No. 21-03 initially authorizing teleconferenced meetings to be conducted pursuant to AB 361 from November 18, 2021 to December 18, 2021; and

WHEREAS, the very recent emergence of the Omicron Variant of COVID-19 has resulted in the CDC's designation of it as Variant of Concern noting that it may spread more easily than other Variants, including Delta, and that fully vaccinated people who become infected with the Omicron Variant can spread the virus to others. In fact, the first verified case of the Omicron Variant in the United States has been confirmed as an individual in the Bay Area who was fully vaccinated; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, RecycleMore intends to continue utilizing the provisions of Assembly Bill 361 related to teleconferencing in the manner authorized by Government Code § 54953(e), and such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code § 54953(e)(2); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Contra Costa Integrated Waste Management Authority as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Ralph M. Brown Act, the Board of Directors makes the following findings:
 - a. The Board of Directors has considered the circumstances of the state of emergency; and
 - b. The state of emergency, as declared by the Governor, continues to directly impact the ability of the Board of Directors, including RecycleMore's legislative bodies and staff, as well as staff and members of the public, from meeting safely in person; and
 - c. The CDC and Contra Costa County Department of Public Health continue to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of COVID-19 and the Delta and Omicron Variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. The Board of Directors and RecycleMore's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public and staff in accordance with the provisions of Government Code section 54953(e).

- 4. The Board of Directors will revisit the need to conduct meetings remotely before February 12, 2022.
- 5. Staff is authorized and directed to take all actions necessary to implement the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other application provisions of the Ralph M. Brown Act; and
- 6. Staff is directed to return no later than February 12, 2022 with an item for the Board of Directors of the West Contra Costa Integrated Waste Management Authority to consider whether to continue meeting under the provisions of Assembly Bill 361.

ATTEST:

CHAIR OF THE BOARD

Donald Sturman – Authority Secretary Date

Nathaniel Bates Date

I hereby certify that the foregoing resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting of December 9, 2021, by the following vote:

AYES: Directors: _____

NOES: Directors: _____

ABSENT: Directors: _____

Donald Sturman, Authority Secretary

5025139.1



Agenda Report

Date: January 13, 2022
To: West Contra Costa Integrated Waste Management Authority Board
From: Peter Holtzclaw, Executive Director
Subject: R3 Contract for SB 1383 Ordinance Assistance Work

ACTION REQUESTED

Receive and review ordinance contract between RecycleMore and R3 to assist member agencies with editing and finishing the work RecycleMore, R3, and Republic did to get a draft ordinance to each city.

BACKGROUND

Currently, there is a need for R3 to provide additional SB 1383 assistance, especially around ordinances for each individual member city. Staff is providing the Board with an example of one of the R3 contracts for ordinance support work. Each contract will have maximum not to exceed amount of \$10,000 which the Executive Director can approve on an as-needed basis.

FISCAL IMPACT

There may be as many as five contracts each with a not to exceed spending limit of \$10,000 for each member city; therefore, the combined total maximum not to exceed amount will as much as \$50,000.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: R3 Contract for SB 1383 Ordinance Assistance Example

AGREEMENT FOR SERVICES

This Agreement is made and entered into this - by and between the **West Contra Costa Integrated Waste Management Authority** (hereinafter referred to as "RECYCLEMORE"), and **R3 Consulting Group, Inc.**, (hereinafter referred to as "CONSULTANT") (individually "Party" and collectively "the Parties").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RECYCLEMORE AND CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT agrees to perform the services described in Exhibit A R3 Contract for sb1383 Ordinance Assistance (i.e., Tasks 1-2 from Exhibit A) incorporated herein by reference ("Services").

2. DELIVERABLES

CONSULTANT shall perform the Services and will have draft deliverables available by February 11, 2022, in coordination between RECYCLEMORE and CONSULTANT, and final deliverables by February 28, 2022.

3. RESPONSIBLE PERSONNEL AND DIRECTION

Rose Radford will be charged with the completion of the CONSULTANT'S Services under this Agreement. CONSULTANT shall report to and receive direction from Peter Holtzclaw, Executive Director. No person named in this Section, or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of RECYCLEMORE. Such consent shall not be unreasonably withheld.

4. COMPENSATION

CONSULTANT agrees to perform Services delineated herein and agrees to furnish and pay for all materials, labor, equipment, and taxes which it incurs in providing the such Services, and RECYCLEMORE agrees to make payments Services completed under the following terms:

A. **Fees.** The total amount payable by RECYCLEMORE to CONSULTANT shall not exceed \$10,000 for Services.

B. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by RECYCLEMORE of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of Services for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. CONSULTANT's final invoice must be submitted within 45-calendar days after acceptance of the CONSULTANT's Services by the Manager of Administration. The final invoice must contain the final cost and all credits due to RECYCLEMORE.

C. No payment to CONSULTANT will be made prior to approval of any work, nor for any services performed prior to approval execution of this Agreement.

D. CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses that CONSULTANT incurs in performing the Services.

5. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2021 through March 31, 2022 unless earlier terminated or extended by contract amendment in accordance with Sections 6 and 17.

6. AMENDMENT

This Agreement may be amended, modified or changed by the Parties provided that modification or change is in writing and approved by the authorized representatives of the Parties.

7. OWNER OF DOCUMENT/PROPRIETARY INTEREST

All material, data, information, and written, graphic or other work produced under this Agreement is subject to the unqualified and unconditional right of the RECYCLEMORE to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

A. Upon completion of all Services, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested to RECYCLEMORE; and no further agreement will be necessary to transfer ownership to the RECYCLEMORE. The CONSULTANT shall furnish to RECYCLEMORE all necessary copies of data needed to complete the review and approval process.

B. If any of the deliverables is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the RECYCLEMORE a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

8. SUBCONTRACTORS

A. CONSULTANT may utilize only the following professional subcontractors for performance of the Services only: SCS Engineers (SCS), Abbe & Associates (A&A), Cascadia Consulting Group (CONSULTANT), and Debra Kaufman. Any substitution of sub-contractors must be approved in writing by RECYCLEMORE prior to the start of work by the subcontractor.

B. CONSULTANT shall pay its subcontractors within thirty (30) calendar days from receipt of each payment made to CONSULTANT by RECYCLEMORE.

C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

9. ADDITIONAL SERVICES

In the event RECYCLEMORE desires to retain CONSULTANT for the performance of additional services in connection with this Agreement, specification of such additional services and compensation therefore shall be made only by written amendment to this Agreement in accordance with compensation rates to be negotiated at that time.

10. INDEPENDENT CONTRACTOR

A. Independent Contractor. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of RECYCLEMORE. RECYCLEMORE shall have the right to control CONSULTANT only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Sections 3 and 8; however, otherwise RECYCLEMORE shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by RECYCLEMORE.

B. Consultant No Agent. Except as RECYCLEMORE may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of RECYCLEMORE in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind RECYCLEMORE to any obligation whatsoever.

11. NONDISCRIMINATION

The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information of any person, race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

12. CONSULTANT CONFLICT OF INTEREST

CONSULTANT will comply with all conflict-of-interest laws and regulations including, without limitation, RECYCLEMORE's Conflict of Interest Code (on file in RECYCLEMORE Clerk's Office). It is incumbent upon the CONSULTANT or CONSULTANT'S firm to notify RECYCLEMORE of any staff changes relating to this Agreement. CONSULTANT hereby

certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

13. ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of RECYCLEMORE.

14. AGREEMENT BINDING

This Agreement is binding on the heirs, successors and assigns of the Parties hereto.

15. APPLICABLE LAW AND ATTORNEY'S FEES

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provisions of the Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs or any other costs as may be fixed by the court. Any action arising out of this Agreement shall be venued in the Superior Court of the State of California in and for the County of Contra Costa.

16. SEVERABILITY

If any one or more of the covenants and agreements or portions thereof shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant, or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

17. TERMINATION

- A. RECYCLEMORE may terminate this Agreement at any time, without cause, by giving the CONSULTANT 30 calendar days written notice of discontinuance and termination of Agreement.
- B. RECYCLEMORE may, at any time, at its discretion, abandon or suspend any portion of the Services. In the event of abandonment or suspension of Services for which professional services have been performed under this Agreement by CONSULTANT or in the event of the termination of this Agreement, the CONSULTANT shall immediately stop work on the project required by this Agreement, or shall stop work at the stage directed by RECYCLEMORE.

- C. In the event of Agreement termination, RECYCLEMORE shall pay CONSULTANT all sums then due and unpaid under the Agreement, including sums for Services not completed, but in preparation, on a time and materials basis. Payment by RECYCLEMORE of such compensation shall be considered full and final settlement of all Services performed by the CONSULTANT under this Agreement.
- D. In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, ownership of Deliverables and indemnification, will survive termination and remain binding upon the Parties.

18. INSURANCE AND INDEMNIFICATION

- A. **Insurance Requirements.** Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT and its officers, agents, representatives, employees, volunteers and subcontractors. CONSULTANT shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.
- B. **Workers' Compensation.** CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.
- C. **Commercial General, Professional, and Automobile Liability Insurance.**
 - 1. **General Requirements.** CONSULTANT, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
 - 2. **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at

least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- D. **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
1. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 2. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to RECYCLEMORE and its officers, employees, agents, and volunteers.
- E. **Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to RECYCLEMORE.
- F. **Additional Insured; Primary Insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that RECYCLEMORE and its officers, employees, agents, and volunteers shall be covered as additional insureds. A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to RECYCLEMORE and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by RECYCLEMORE shall be called upon to contribute to a loss under the coverage.
- G. **Variation.** RECYCLEMORE may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that RECYCLEMORE's interests are otherwise fully protected.
- H. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current Best's rating of A: VII or better at time the Agreement is executed.
- I. **Subcontractors as Insureds.** Since RECYCLEMORE has approved the use of subcontractors, CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractor shall be subject to all of the requirements stated herein.
- J. **Other Requirements.** All insurance policies certified for compliance with this Agreement shall include or provide by endorsement that (a) coverage provided by CONSULTANT's policies shall be primary coverage and no other insurance or self-insurance such as may be utilized by RECYCLEMORE shall contribute to a loss under the policies required by this Agreement and (b) RECYCLEMORE shall receive thirty (30) days prior written notice of a policy cancellation. In the event any change is made in the insurance carrier, policies or nature of coverage required under this

Agreement, CONSULTANT shall be required to notify RECYCLEMORE prior to making such changes.

- K. **Certificates.** CONSULTANT shall, within fifteen (15) calendar days of the date first written above, deliver to RECYCLEMORE certificates of insurance and original endorsements affecting the coverage required by this Agreement, signed by a person authorized by the insurer to bind coverage on its behalf, verifying the insurance coverage required by this Agreement.
- L. **Premiums.** Premiums for any insurance coverage shall be paid by CONSULTANT and shall not be billed as a CONSULTANT Services or subcontractor charge under this Agreement.
- M. **Failure to Obtain Insurance.** If CONSULTANT or CONSULTANT's subcontractor fail to procure and maintain any insurance required by this Agreement, RECYCLEMORE may take out and maintain, at CONSULTANT's expense, such insurance as other contractors with similar contracts have for comparable jurisdictions, they may deem proper and deduct the cost thereof from any monies due CONSULTANT, or bill CONSULTANT accordingly.

19. Indemnification.

CONSULTANT shall indemnify, hold harmless and assume the defense of, in any actions at law or in equity or in any administrative proceeding, the RECYCLEMORE, its Member Agencies, their officers, employees, agents and elective and appointive boards, from all claims, fines, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of the sole or active negligence, errors or omissions, or the willful misconduct of CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT, directly or indirectly related to the provision of any professional services provided hereunder, but not including the sole or active negligence, or the willful misconduct of the RECYCLEMORE.

With respect to third party claims against the CONSULTANT, the CONSULTANT waives any and all rights of any type of express or implied indemnity against the Indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt RECYCLEMORE from its own fraud, willful injury to the person or property of another, or violation of law.

This Section 19 shall survive termination of the Agreement.

20. MISCELLANEOUS PROVISIONS

- A. Except for the duty to make payments hereunder when due, if either Party is prevented from carrying out its obligations under this Agreement by fire, flood, act of God, terrorism, war (declared or undeclared), boycott, lock out, war, labor or civil

disturbance, public disaster, or any other cause beyond such Party's reasonable control, then such Party's performance shall be excused during the period of such events and for a reasonable period of recovery thereafter, and the time for performance of such obligations shall be automatically extended for a period of time equal to the duration of such events; provided, however, that the Party claiming force majeure shall promptly notify the other Party of the existence of such force majeure, shall use all commercially reasonable efforts to avoid or remedy such force majeure and shall continue performance hereunder with the utmost dispatch whenever such force majeure is avoided and remedied. When such circumstances arise, the Parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

- B. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provisions, term, condition, or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.
- C. This Agreement constitutes the entire agreement between the Parties and there are no conditions, agreements or representations between the Parties except as expressed in said document. It is not the intent of the Parties to this Agreement to form a partnership or joint venture.
- D. Where the terms and conditions of this Agreement and any attachments or exhibits hereto conflict, the Parties expressly agree that the terms and conditions of this Agreement shall prevail and preside.
- E. The CONSULTANT and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from RECYCLEMORE.

21. ATTACHMENTS

Exhibit A – Scope of Services

IN WITNESS WHEREOF, RECYCLEMORE AND CONSULTANT have caused their authorized representatives to execute this Agreement.

RECYCLEMORE

CONSULTANT

By:

By:

Peter Holtzclaw

Garth Schultz

RECYCLEMORE Executive Director

Principal

Exhibit A

SCOPE OF SERVICES

SB1383 Ordinance Assistance

1. R3 shall provide technical assistance to member agencies of the West Contra Costa County Integrated Waste Management Authority so that the members can draft an appropriate ordinance that complies with SB1383.
2. This technical assistance shall be limited to the drafting of the Ordinance and any public meetings where the Ordinance is discussed.

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.



Agenda Report

Date: January 13, 2022
To: West Contra Costa Integrated Waste Management Authority Board
From: Peter Holtzclaw, Executive Director
Subject: Edible Food Recovery Consultant Request for Proposals (RFP)

ACTION REQUESTED

Receive and review the Request for Proposals (RFP) for an edible food recovery consultant to assist RecycleMore and Member Agencies in edible food recovery requirements of SB 1383.

BACKGROUND

As part of SB 1383, California has a new goal to recover 20 percent of edible food that would otherwise be sent to landfills. Markets, distributors, and food service programs generate large amounts of excess food that could be directed to feed those in need. West Contra Costa County has a considerable existing food recovery network operated by The Food Bank and numerous food distribution sites and pantries. SB 1383 requires that jurisdictions coordinate an edible food recovery program between food generators and the recovery agencies that serve the area.

Specifically, SB 1383 requires jurisdictions to:

- Expand and strengthen their existing food recovery networks
- Provide outreach and education for edible food recovery options and requirements
- Monitor large food generating businesses for their contractual and record keeping requirements
- Enforce these requirements through local ordinances

RecycleMore is managing the edible food recovery program in conjunction with member agencies and the county and have conducted multiple actions in preparation for these new requirements:

- Completed an SB 1383 Preparedness Study to identify the various generators in the service area
- Hired a CivicSpark fellow with Edible Food Recovery as a project focus
- Working with the County who has helped to coordinate meetings and discussions with the primary food recovery organizations

- Working with County Environmental Health who is considering if they can assist with some of the record review requirements

RecycleMore needs the assistance of a consultant with experience in edible food recovery to help to coordinate the program. This will help to better identify and understand the generators and recovery organizations that operate in the RecycleMore jurisdiction and to assist them with their requirements to gain compliance.

RecycleMore released an RFP for an edible food consultant (Attachment 1) on December 21, 2021. The RFP was sent to nine local consultants and was posted on the RecycleMore website. The project scope includes verification of generator lists; site visits to food recovery organizations and all Tier 1 generators; and providing information and technical assistance to gain compliance and assist with record keeping requirements. The closing date for proposals is February 14, 2022 with Board approval of the selected consultant on March 10, 2022. The project will run from March 21, 2022 to September 1, 2022. RecycleMore staff will remain engaged with the project process and actions in order to gain the information, contacts, and experience to manage this program moving forward.

FISCAL IMPACT

Either the SB 1383 compliance set aside monies or a state grant will be used for this expenditure.

Respectfully Submitted,

Peter Holtzclaw

Peter Holtzclaw
Executive Director

Attachment 1: Edible Food Recovery Consultant RFP



**REQUEST FOR PROPOSALS
EDIBLE FOOD RECOVERY CONSULTANT
FOR THE WEST CONTRA COSTA INTEGRATED WASTE
MANAGEMENT AUTHORITY**

ISSUED: December 21, 2021

RESPONSES DUE: February 14, 2022

REQUESTED BY:

RECYCLEMORE - WEST CONTRA COSTA INTEGRATED WASTE
MANAGEMENT AUTHORITY

BACKGROUND ON THE AUTHORITY

The West Contra Costa Integrated Waste Management Authority (Authority) is a joint powers authority (JPA) created in 1991 by the Cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo, and Contra Costa County (“Member Agencies”). The Authority (aka RecycleMore) is responsible for managing solid waste management programs for its Member Agencies, including developing and implementing programs that enable its member agencies to comply with State law, including meeting or exceeding the State-mandated goals of reducing and recycling solid waste. The Authority provides these services through a Post-Collection Agreement with Republic Services. Authority staff is responsible for enforcing the provisions of the Post Collection Agreement, including the recycling and processing of all solid waste collected in the Authority service area; rate setting; household hazardous waste services; and outreach to residents, businesses, and schools.

A seven-member Board of Directors appointed by the Member Agencies of the Authority governs the Authority. Members of the Board of Directors are City Councilpersons from the Member Agencies. A member of the County Board of Supervisors sits as an ex officio member of the Board.

The Authority’s jurisdiction encompasses an area of about 74 square miles and is located in Western Contra Costa County. The population of the region is approximately 200,000 living in approximately 70,000 households. The Authority has entered into a contract with Contra Costa County, which provides the basis for coordination of operations involving most of the unincorporated area located within West Contra Costa County.

RecycleMore manages compliance with the current waste laws for our 5 member cities and the unincorporated parts of West Contra Costa County. We are in the process implementing Senate Bill (SB) 1383, which mandates more comprehensive organics management and expanding edible food recovery programs in order to reduce food waste and help address food insecurity.

CURRENT ORGANIZATION

The Authority current staffing level consists of five full time employees; 1) One Executive Director position; 2) One Manager of Office Administration position; 3) Two Program Manager positions; 4) One Recycling Coordinator/Administrative Assistant position. There is also one limited term employee, focused on outreach and edible food program development.

PROPOSED SCOPE OF SERVICES

SB 1383 requires that by 2025, California will recover 20 percent of edible food that would otherwise be sent to landfills, to feed people in need.

The law directs the following:

- Jurisdictions must establish food recovery programs and strengthen their existing food recovery networks
- Food donors must arrange to recover the maximum amount of their edible food that would otherwise go to landfills
- Food recovery organizations and services that participate in SB 1383 must maintain records

RecycleMore seeks a consultant with knowledge of SB 1383 requirements and experience with edible food networks and operations. We are coordinating our edible food project with Contra Costa County and RecycleSmart in Central Contra Costa County. There is some natural jurisdictional overlap in the supply and demand of edible food, so we plan to share information and resources as needed. We are planning to contract with the County to conduct the ongoing required SB 1383 edible food generator records inspections. This project will help us to identify and better understand the generators and recovery organizations that operate in our jurisdiction and to assist them with their requirements to gain compliance.

Proposal submissions are requested to respond directly to the following requests:

1. Confirm our list of Tier 1 edible food generators (Approx. 66).
2. Develop our list of Tier 2 edible food generators (Approx. 5).
3. Visit eight food recovery organizations and distribution sites in our region to:
 - a) Confirm the types of edible foods they accept
 - b) Confirm their contact info for our outreach
 - c) Review their new recordkeeping requirements
4. Help develop a toolkit of materials to assist with connecting edible food generators with edible food recovery organizations.
5. Visiting up to seventy (70) Tier 1 generators to:
 - a) Explain their donation and written agreement requirements
 - b) Verify existing edible food recovery agreements and help determine their current edible food compliance status
 - c) Provide technical assistance for better participation & record keeping
6. Identify high performing generators, or recovery organizations, that may be willing to be highlighted as case studies in future outreach.
7. Assist with organizing the data obtained during county records inspections.
8. Identify organizations that may have a need for future grant assistance and help prepare RecycleMore for the application process.

Questions about the proposed project or RFP can be submitted until January 10, 2022 to:
andrews@recyclemore.com

Answers to all questions will be posted on January 14, 2022 here:
<https://recyclemore.com/about/request-for-proposals-rfps/>

Submitted proposals must include a detailed budget listing all costs required to support the services described in the proposal. Proposals must also include a timeline for service completion by September 1, 2022.

Note: It is important that responding companies understand that submittals to the Authority are considered public information and will be available for public review upon request after the RFP process has concluded and the Authority Board has selected a firm. Authority may, at its sole discretion, enter into contracts with multiple qualified companies.

Below is the tentative overall schedule for the proposal selection process. The Authority reserves the right to modify this schedule as appropriate.

RFP Issued	December 21, 2021
Question deadline	January 10, 2022
Answers provided	January 14, 2022
Proposals Due	February 14, 2022
Committee finishes review of proposals	March 1, 2022
Board approval of award of selected consultant	March 10, 2022
Agreement Signed and Consultant Ready to Begin Work	March 21, 2022
Mid-project check-in	June 15, 2022
Project completion and final report	September 1, 2022

PROPOSAL REQUIREMENTS

All proposals must be submitted electronically in accordance with the requirements of this Request for Proposals. Significant deviation from said requirements might result in rejection of the proposal. Submittals must be prepared and organized based on the following requirements:

1. Cover Letter – The cover letter should describe the consultant’s interest and convey an understanding of and commitment to provide the nature of the services sought by the Authority. The letter must be signed by a person authorized by the company to make binding representations.
2. Company Overview – Describe the consultant’s history, qualifications, and experience. Please emphasize the specific qualifications and experience applicable to serving in capacities similar to the Authority’s requirements. Include a description of the consultant’s experience working in this geographical area.

3. Project Team – Identify and describe all representatives of the company who will work on this project, particularly any team member with solid waste industry expertise. Discuss the role and responsibilities of each assigned representative intended for this project. Please include biographical resumes to describe experience, specific areas of expertise, and related professional affiliations for each assigned representative. An organizational chart may be included.
4. Scope of Services - As described above.
5. References – Provide the contact information of three clients that the Authority may contact as a reference for the firm and lead counsel.
6. Costs - The proposer must provide a budget organized so that proposed program services and associated costs correspond with the services requested in this RFP. Additionally, the proposer must submit an hourly fee schedule for all staff members who would be involved in the performance of the tasks outlined in this RFP. Please identify if any work will be subcontracted and include a list of the sub-contractors key personnel and hourly bill rates. In addition, please clearly identify sub-consultant costs (if any), travel expenses, markups and other pertinent costs.
7. Other Information – Provide any additional relevant information that may be helpful in the selection process.

PROPOSAL FORMAT

RecycleMore will only accept electronic proposals readable by Adobe Acrobat. Please email the proposal to andrews@recyclemore.com

All documents requiring a signature must be signed by a person authorized to execute agreements on behalf of the Proposer.

Proposers are notified that costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the Proposer. No compensation will be provided to Proposers for work performed or costs incurred during the preparation, submittal or evaluation of proposals, nor in the execution and delivery of an agreement awarded as result of this Request for Proposals.

All proposals must be submitted in writing in accordance with the requirements of this Request for Proposals. Significant deviation from said requirements might result in rejection of the proposal.

PROPOSAL DEADLINE

Proposals are due on Friday, February 14, 2022 at 5:00 P.M. Proposals should be emailed to:

andrews@recyclemore.com

West Contra Costa Integrated Waste Management Authority

Attn: Andy Schneider – Program Manager

RE: Edible Food Program Consultant Proposal

Telephone: Main office number: (510) 609-1215

Proposals received after the required submittal date will not be considered and will not be returned. Information and clarifications WILL NOT be accepted after the required submittal date unless specifically requested by the Authority.

RIGHTS OF THE AUTHORITY

The Authority reserves the following rights and options related to proposals submitted in response to this Request for Proposals:

- Reject all proposals and continue with the Authority’s current Legal Counsel for a temporary or permanent period of time;
- Enter into negotiations with one or more Proposers to complete contractual arrangements necessary to perform the work. The Authority reserves the right to modify the Scope of Services, as necessary, prior to the execution of any agreement(s);
- Waive minor deviations, which in the sole judgment of the Authority, do not affect quality or performance;
- Request from any Proposer at any time during the evaluation process, additional information or clarification of information contained in the proposal;
- Retain all proposals submitted. The proposals become the property of the Authority. The Authority reserves the right to use any and all information submitted as part of any proposal. The selection and rejection of a proposal does not affect these rights;
- Disqualify from consideration any law firm that is an active employee or consultant to East Bay Sanitary, Richmond Sanitary Service, West County Resource Recovery, Golden Bear Transfer Station Inc., Republic Services Inc. or their affiliates.
- Take other actions that best suit the needs of the Authority.

EVALUATION OF PROPOSALS

All proposals submitted by the deadline will first be reviewed for completeness. Proposals determined to be incomplete may not be evaluated further. The reviewers will evaluate each proposal to determine how responsive it is to this Request for Proposals. The reviewers will make a recommendation to designate two or three finalists, in priority order, based on the best qualified consultant, without consideration of compensation. A final review would then take place, which could include interviews.

A final evaluation and a recommendation will then be completed. The criteria for the evaluation process would include, but is not limited to:

- Responsiveness to this RFP
- Proposed approach to the work requested in this RFP
- Experience in the specific work requested in this RFP
- Rates and fees (but only after determining the best qualified consultant)

CONTRACT TERMS

The selected Consultant will be expected to enter into an agreement with the Authority as noted in the timeline. The Consultant will also need to provide evidence of compliance with the Authority's Non-Discrimination Policy. Insurance and Indemnification will be required, including commercial general and automobile liability insurance, workers compensation insurance, and professional liability insurance. The Authority will work cooperatively with the selected Consultant to endeavor to reach mutually agreeable contract terms.

Exhibit A - Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER: _____

ORGANIZATION: _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned certifies that this Proposal is irrevocable until June 18, 2022 (minimum of 120 days from submittal).
4. The undersigned acknowledges that the Authority reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and continue with the Authority's current Legal Counsel for a temporary or permanent period of time;
 - Reject any proposal.
 - If during the course of negotiations with a selected PROPOSER, the AUTHORITY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AUTHORITY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AUTHORITY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
 - Waive defects and/or irregularities in any proposal.
 - Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any PROPOSER(s).
 - Negotiate terms and conditions that are different from those described in this RFP and Agreement.
 - Contact references provided and seek information from any client with which the PROPOSER has done business.
 - Take other such action that best suits the needs of the AUTHORITY and/or its citizens.

Exhibit B - Form of Agreement

____The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions stated therein.

____The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions of the forms with the proposed modifications attached hereto. (Proposer must attach any proposed modifications to the Form of Agreement.)

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____ Date: _____



Agenda Report

Date: January 13, 2022
To: West Contra Costa Integrated Waste Management Authority Board
From: Donald W. Sturman, Finance & Administrative Services Manager
Subject: Administrative Policy for Compliance Set-Aside Monies

ACTIONS REQUESTED

Adopt the administrative policy for compliance set-aside monies.

EXECUTIVE SUMMARY

Staff has created an administrative policy for set aside monies which details the guidelines for how the monies should be administered.

BACKGROUND

West Contra Costa Integrated Waste Management Authority has two funds which include: Operating and Recycling Reserve (aka Special Projects). The Authority was founded to provide nine core services to JEPAs members; therefore, funding requirements will arise. The core services of the Authority are to ensure that the Post Collection Agreement (“PCA”) terms are being met. As such, all funds and sums of money will need to be detailed into a cohesive administrative policy such that staff will be able to use funds appropriately. For this reason, the Authority’s financial policies must be closely considered in order to guarantee that the Authority can provide its core services. A key part of the Authority’s financial preparedness rests on sound funding, reserves guidelines, and administrative policies.

FISCAL IMPACT

None.

Respectfully submitted,

Donald W. Sturman

Donald W. Sturman
Finance & Administrative Services Manager

Attachment 1: Administrative Policy Compliance Set-Aside Monies 2022

West Contra Costa Integrated Waste Management Authority (RecycleMore)

COMPLIANCE SET-ASIDE MONIES ADMINISTRATIVE POLICY

Background

West Contra Costa Integrated Waste Management Authority (heretofore referred to as The Authority or Authority) has two funds which include: Operating and Recycling Reserve (aka Special Projects). The Authority was founded to provide nine core services to JEPAs members; therefore, funding requirements will arise. The core services of the Authority are to ensure that the Post Collection Agreement (“PCA”) terms are being met by the Contractor in the following manner:

- (1) Track and confirm expected diversion rates
- (2) Track and confirm contracted level of service at the transfer station
- (3) Track and confirm expected level of service for schools
- (4) Track and confirm compliance with applicable law, permits, facility requirements and best management practices, including proper records management, provision of insurance and similar requirement
- (5) Track and confirm all recycling and diversion programs performed by Contractor pursuant to the PCA
- (6) Validate post collection rates to ensure accuracy, reasonableness, and consistency with the methodology formula described in the Joint Exercise of Power Agreement (“JEPA”) in Exhibit B. and coordinate with CalRecycle
- (7) Operate a motor oil recycling program
- (8) Implement and oversee a pharmaceutical and battery collection and disposal program in English and Spanish
- (9) Conduct public outreach and education including tracking CA state legislation

As such, all funds and sums of money will need to be detailed into a cohesive administrative policy such that staff will be able to use funds appropriately. For this reason, the Authority’s financial policies must be closely considered in order to guarantee that the Authority can provide its core services. A key part of the Authority’s financial preparedness rests on sound funds, reserves guidelines, and administrative policies.

Administrative Guidelines for Compliance Set-Aside Monies

Adequate designations of reserves--monies set aside for various legitimate purposes--are critical to the successful and stable, short and long-term operation of the Authority. This includes sums of monies set-aside to address various legislatively mandated compliance costs.

Adequate funding, including set-aside monies to address various legislatively mandated compliance costs for Authority operations, ensure that the Authority will be able to service and support all JEPAs members with rate stabilization efforts when possible.

Adequate reserves ensure that the Authority will at all times have sufficient funding available to meet its operating and retirement cost obligations as well as any unfunded mandates, including costly regulatory requirements.

Annually, during the budget adoption process, the Authority's Board of Directors (Board) approves the appropriate levels and uses for designated funds, including set-aside monies to address various legislatively mandated compliance costs based upon the needs of the Authority.

Compliance Set-Aside Monies

The Compliance Set-Aside Monies includes assigned monies for compliance projects associated with AB1826 and SB1383. The set-aside monies came to be in November 2019, via the rate-setting process, when the Board determined that the Authority should set aside money in a distinct manner for compliance related issues and costs related to AB1826 and SB1383 legislation. The Compliance Set-Aside Monies, per Board decision, sits outside the Authority's budget in an account held by Republic Services Inc. (See Board meeting dated November 12, 2019.)

Any use of funds by the Authority or by Republic Services Inc. must be explicitly approved by the Executive Director or the RecycleMore Board prior to disbursement of funds.

Summary

The Compliance Set-Aside Monies includes funding for compliance projects associated with AB1826 and SB1383 to be held outside of the Authority's budget by Republic Services Inc. Any use of these funds must be explicitly approved by the Executive Director or the RecycleMore Board prior to disbursement of funds.