



Board of Directors Meeting Agenda
Regular Meeting
Thursday, May 9, 2024
6:15 PM

Meeting Location:

City of Hercules City Council Chambers
111 Civic Drive
Hercules, CA 94547

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Public Comment

Members of the public are welcome to address the Board of Directors on items that are within the jurisdiction of the Authority. The Chair will call for public comment during the meeting. 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. This Agenda also contains an agenda item for the Public to address the Board on matters not listed on the agenda. Public Comments are limited to 3 minutes per person and each speaker may speak only once under each agenda item. The Board of Directors may modify and/or waive these provisions. If you wish to make a public comment you may attend the meeting at the location stated above, fill out a Speaker's Card and submit it to the Board Secretary. Members of the public may also submit a comment by email to the Board Secretary at info@recyclemore.com no later than 11:59 p.m. the day prior to the meeting. Please indicate which item on the agenda you are commenting on in the subject line of your email. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.

1. Call to Order/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. This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Authority. Public Comments are limited to 3 minutes per speaker, subject to adjustment by the Chair for orderly administration and timely completion of the meeting agenda. This includes but is not limited to moving immediately to the next speaker after a speaker has completed their comments within the allotted time, prohibiting speakers from yielding or granting their time to another person who is later in the queue to speak or who has already spoken, prohibiting speakers who have already spoken from speaking again regardless of whether it is during the public comment period or on an individual agenda item, and setting when and where in the agenda public comments shall be heard.

6. Consent Calendar

All matters under the Consent Calendar are considered to be routine and non-controversial. 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 before action is taken on the Consent Calendar by a member of the Board or any interested party, items may be removed from the Consent Calendar and considered separately in the agenda order.

Consideration of a motion to approve the following actions:

6.1 March 14, 2024 Authority Board Meeting Minutes

Consider a MOTION to APPROVE the subject minutes.

6.2 Triennial Review Update

Board to receive report and accept findings.

6.3 Careit Application

Consider a MOTION to APPROVE.

6.4 Careit Outreach Contractor

Consider a MOTION to APPROVE.

6.5 Edible Food Generators Non-Compliance Technical Assistance Contractor

Consider a MOTION to APPROVE.

6.6 Edible Food Recovery Grant Allocations

Consider a MOTION to APPROVE grant funding allocations for food recovery organizations.

6.7 SB1383 Memorandum Of Understanding Between RecycleMore and the City of Hercules.

Consider a Motion to approve an MOU between RecycleMore and the City of Hercules.

7. Staff Report

Staff will provide updates on recent and upcoming activities.

7.1 Staff Report - Recycling and HHW Programs Update

Information only.

7.2 Staff Report - Outreach Programs Update

Information only.

8. Regular Agenda

8.1 PCA Board Direction

Information only

8.2 West Contra Costa Integrated Waste Management Authority Fiscal Year 2024-25 Draft Budget

Provide direction to staff on the Draft Fiscal Year (FY) 2024-25 Budget as proposed below:

- Staff proposes a FY 2024-25 Operating Budget in the amount of \$1,703,415 including use of reserves to balance the Operating Fund;
- Staff forecasts revenues to be \$1,197,910;
- Staff proposes 6 full-time positions.

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 June 13, 2024 at 6:15pm.

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recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: March 14, 2024 Authority Board Meeting Minutes

ACTION REQUESTED:

Consider a MOTION to APPROVE the subject minutes.

BACKGROUND:

The minutes of the March 14, 2024 Authority Board Meeting are attached.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 6.1 - Attachment 1: ActionMinutes 2024-03-14 \(DRAFT\)](#)

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)
BOARD OF DIRECTORS MEETING MINUTES – MARCH 14, 2024

Meeting Date | Time 3/14/2024 6:15 PM | Meeting Location City of Hercules City Council Chambers, 111 Civic Drive, Hercules CA 94547

Meeting called by Board of Directors

Type of meeting Regular

Authority Staff Present Peter Holtzclaw, Reka Abraham, Lisa Borreani, and Webster Nguyen. Rachel Dice

Legal Counsel John Bakker

Board Members Present:

Directors: T. Rudnick, El Cerrito; D. Romero, Hercules; A. Tave, Pinole (Chair); G. McLaughlin, D. Robinson and C. Zepeda (Vice Chair), Richmond; and R. Xavier, San Pablo

Absent: F. Glover (Ex-Officio) Contra Costa County

CALL TO ORDER/ROLL CALL

Chair Tave called the regular meeting to order at 6:15 P.M.

The Roll Call established the existence of a quorum (McLaughlin, Robinson, Romero, Rudnick, Tave, Xavier, and Zepeda).

CLOSED SESSION

There was no closed session.

PLEDGE OF ALLEGIANCE

Chair Tave led the Pledge of Allegiance.

EX-PARTE COMMUNICATIONS & DISCLOSURES

There were no ex-parté communications or disclosures.

PUBLIC COMMENT

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

CONSENT CALENDAR

Legal Counsel John Bakker verified for the Board of Directors that the same financial terms were in the proposed agreement with Redwood Public Law, LLOP as they had been with the existing agreement with Meyers-Nave, LLP.

1. February 8, 2024 Authority Board Meeting Minutes.
2. Redwood Public Law, LLOP Agreement

MOTION by Director Rudnick to approve the Consent Calendar, as submitted. SECOND by Director Xavier.

MOTION PASSED unanimously by a Roll Call vote.

STAFF REPORT

Staff Report Item 7.1 – Recycling and HHW Programs Update | Presenter | Reka Abraham – Recycling & Household Hazardous Waste Program Manager

The report from the Recycling and Household Hazardous Waste (HHW) Program Manager was presented in writing. There were no questions related to the report.

Staff Report Item 7.2 – Outreach Programs Update | Presenter | Lisa Borreani – Program Manager - Outreach

The report from the Outreach Program Manager was presented in writing. There were no questions related to the report.

Agenda Item 8.1 – Approving Nothing Wasted Consultancy to Assist Staff to Draft a Post Collection Agreement (PCA) Request for Proposals (RFP), Evaluate RFP Responses, and Assist in Final PCA Contract Negotiations | Presenter | Peter Holtzclaw - Executive Director

Executive Director Peter Holtzclaw advised that the Request for Proposals (RFP) for the Post Collection Agreement (PCA) assistance contract had been distributed as directed by the Board. He reported that only one company, Nothing Wasted, had responded. That company was a small consultancy located in Palo Alto, and had experience in solid waste contracting and operations. The agreement was in a not-to-exceed amount of \$50,000 and Nothing Wasted would help draft the RFP and assist in the evaluation process. He recommended that the contract be accepted. A draft RFP would be returned to the Board next month.

Director Romero verified with Executive Director Holtzclaw that the RFP would include standard language that any company under potential legal action would have to disclose that fact, which would be discussed with Legal Counsel when drafting the RFP.

Director McLaughlin asked if RecycleMore had a plan to gather input from the member agencies on the RFP for the PCA to ensure that the needs of each member agency's constituents were being met, and Mr. Holtzclaw stated that RecycleMore already ensured that the needs of the member agencies were being met in its day-to-day activities, which was the mandate of the regional agency, to be in full compliance with the state and maintain solid programs at competitive rates. As far as the particulars of the RFP, he stated member agency staff could offer any input on this RFP or any other RFP prior to issuance.

Director Rudnick stated that El Cerrito intended and wanted to join the regional PCA, an advantage for its ratepayers, and she wanted to make sure that the collection components were able to be separated from the PCA components to make sure that El Cerrito residents were not paying for the same service twice.

Mr. Holtzclaw advised that the two were inseparable and he explained why, although he clarified that while El Cerrito had a separate hauler, it could join RecycleMore's PCA very easily, which was always an option. He assumed that El Cerrito was keeping the communication lines open with Republic Services while the RFP was being played out and he understood that El Cerrito would be negotiating with the winner of the RFP for the next PCA.

Director Rudnick also asked about the timeline involved, and Mr. Holtzclaw explained that the April deadline was for the first draft for the Board while the final draft was expected by mid-May. Responses were due by late June or early July, which offered five months to evaluate responses when they returned.

Mr. Holtzclaw stated that there were regional staff meetings every month and he was always open to comments. He added that ultimately RecycleMore had to manage and monitor the contract and the Board would decide along with RecycleMore staff to manage it and not the staff of the member agencies. He added that he would identify the Board meeting dates to clarify the deadlines involved.

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

MOTION by Vice Chair Zepeda to approve Nothing Wasted Consultancy to Assist Staff to Draft a Post Collection Agreement (PCA) Request for Proposals (RFP), Evaluate RFP Responses and Assist in Final PCA Contract Negotiations. SECOND by Director Rudnick.

MOTION PASSED unanimously by a Roll Call vote.

Agenda Item 8.2 – Annual Presentation on Recycling and Household Hazardous Waste (HHW) Programs | **Presenter** | Reka Abraham – Recycling & Household Hazardous Waste Program Manager

Executive Director Holtzclaw explained that the presentation was usually offered in December as an annual HHW presentation. This year it was being combined with Recycling and HHW into one overview presentation. He commented that in the next month or two a similar presentation would be made in terms of Outreach.

Reka Abraham, Recycling and HHW Program Manager, provided a 2023 update to the Recycling and HHW programs and explained with respect to SB 1383 program compliance that RecycleMore had worked on the Multifamily Development Program (MFD) compliance, commercial compliance, the organics waiver framework and the Edible Food Recovery Grant. She reported there had been 354 non-compliant MFDs in 2023 and RecycleMore had sent a letter of non-compliance to each of those properties. There had been 75 responses to the letter and requests for service, and Republic Services had provided outreach to the properties as they had received their green bins. The remaining properties had received green carts via auto-roll out. RecycleMore had created and mailed an instruction letter to the property managers of all 354 properties in June.

Ms. Abraham also identified 754 non-compliant commercial generators within the service area and RecycleMore had sent similar non-compliance letters to all of the identified businesses, with a 20 percent response rate. Republic had conducted auto-roll outs by City from September to December.

Ms. Abraham spoke to the organics waiver framework working hand-in-hand with outreach for the non-compliant properties and reported that RecycleMore had created a waiver review process in collaboration with the member agencies and had approved waivers on behalf of El Cerrito and Hercules while Richmond, Pinole and San Pablo had approved their own waivers with recommendations from RecycleMore.

With respect to the Edible Food Recovery Grant, Ms. Abraham stated the Board had voted to approve \$100,000 in the last budget and had moved forward with equipment and supplies to build capacity, strengthen the edible food recovery network, decrease food insecurity, and establish partnerships between organizations. She identified the grant specifications for the \$100,000 with up to \$40,000 per organization. Only food recovery organizations were eligible for the funding, those organizations must be non-profits and grantees would purchase and own the equipment with the funds provided.

Ms. Abraham also identified the equipment specifications that must be necessary for food recovery, storage, or redistribution; stated new appliances must meet Energy Star guidelines, multiple equipment types could be purchased, and the decision had been made that no vehicles could be funded through the grants this year. As to the timelines related to the grant applications and awards, she stated that an informational webinar on January 5, 2024 had eight attendees from food recovery organizations. The grant cycle opened on January 10, grant applications had been due on February 23 when there had been eight applications, a recommendation for the grants would be considered by the Board for award on April 10, grant funding would be provided on May 15, a progress report would be due on November 30, and the final report would be due on May 31, 2025. She identified the application evaluation criteria that would be gathered as part of the application process, and decisions would be provided to the Board in April 2024.

Ms. Abraham spoke to RecycleMore's sustainability programs with the DIY Repair Workshop in Hercules in December, and reported on the good turnout at that workshop at the Hercules Library. The next DIY Repair Workshop had been scheduled for May at the San Pablo Library. She explained that the Backyard Composting Program had been a staple for a while and in the past a \$53 subsidy had been applied for residents, and that subsidy had since been increased to 80 percent off per composter and the most a resident would pay would be \$33 per composter with other subsidies for accessories, with a cap for two composter and two accessory discounts per household or business. With respect to Mattress Recycling Program, she reported that 2,673 mattresses and box springs had been collected at the Richmond HHW facility in 2023, and 473 mattresses and box springs had been collected during the 2023 HHW temporary collection events.

Ms. Abraham highlighted the HHW programs where information on participation, jurisdiction, and waste types had been collected, with detailed information on the temporary events and state-run programs such as the Architectural Paint Stewardship, Sharps and Pharmaceuticals, program metrics comparisons, marine flares, the Reuse and Used Oil Programs along with the cost savings involved with those programs.

Ms. Abraham responded to comments from the Board related to the Reuse Center where she explained that the center was strictly for HHW reusable items, and the Used Oil Program, along with the impact of the numbers involved and whether there were goals associated with each of the categories. With respect to the Mattress Recycling Program, she responded to the request for information in terms of the numbers involved and what might not be collected and whether the illegal dumping of mattresses had been targeted, with a suggestion for a matching program to make a greater impact.

Ms. Abraham explained why it would be difficult to set goals for mattress collection and clarified that it was unknown how many mattresses were being put into the garbage and how many were being disposed in other ways. She explained the intent to make sure that residents were aware of the options for disposal to reduce illegal dumping and to make it easy for people to access the program. As to whether the Reuse Program could be scaled up or expanded to the transfer stations, she noted while that could be considered perhaps in a different perspective, at this point the reuse materials were procured very quickly.

Director Robinson and Vice Chair Zepeda referred to the City of Richmond's neighborhood councils and Dumping Days in Richmond and suggested that RecycleMore could partner with that effort since mattresses could be collected during those events, which were held at different times and where people were notified of that event door to door.

With respect to waivers, Vice Chair Zepeda asked why there were so many waivers in Richmond and Ms. Abraham suggested it was because Richmond was much larger than the other member agencies with so many small businesses and the majority of small businesses did not have organics.

Vice Chair Zepeda also noted that the City of Richmond did not have a medication kiosk and Ms. Abraham advised that a list of the sites where there were medication kiosks could be provided.

Larry Sweetser, from Sweetser & Associates, a consultant for RecycleMore, noted that many of the medication kiosks had been set up in West County before state requirements had come into play and those kiosks had been funded by the jurisdictions. The state had since passed a free program, which was working better. The locations of those kiosks were in pharmacies, federal facilities or law enforcement locations. He noted there could be more outreach to the cities that did not have medication kiosks.

Director Xavier asked if the mattresses dumped illegally were counted anywhere and Ms. Abraham explained that mattresses in the program were clean and were available for recycling while illegally dumped mattresses were not in a state to be recycled and were taken to a transfer station and assessed in a different way. Those mattresses had not been counted.

Director Xavier commented that there was now a medication kiosk in the lobby of the San Pablo Police Department for the collection of prescription drugs. She noted there had not been an HHW event for some time in San Pablo and she asked when an HHW event would be scheduled in San Pablo and what Republic and/or RecycleMore would do to increase HHW participation in San Pablo.

Ms. Abraham stated that 2024 events had already been scheduled for this year and staff was trying to schedule events in locations that would be central to those areas that did not have specific events. With respect to the temporary collection events and outreach, she stated RecycleMore staff made sure that the events were targeted as location based and would make sure that residents were notified of the events through a number of methods including ads in the Contra Costa Marketplace magazine. Republic also included flyers in their bills that would also advertise the events and their locations.

Director McLaughlin emphasized with respect to the Reuse Program that it would be nice to have something along the line that El Cerrito had in terms of people donating books and being able to browse and acquire books.

Director Robinson asked about RecycleMore's role in waste diversion and expanding the Reuse Center, and Mr. Holtzclaw stated that the mission of the agency was to ensure compliance with state mandates for diversion, which was the macro of the region and was ongoing, and a subsidiary of that was SB 1383 and all of the bureaucratic hurdles required for compliance. He added that the programs mentioned by Ms. Abraham were ancillary programs that while not resulting in a significant volume of diversion were important to offer choices for residents to do good things. Those programs had been devised in collaboration with the contractors and did not cost a lot of money but helped in the process of making sure rates were competitive and the programs were financially sustainable.

Director Robinson wanted to look at where more could be done with diversion and recycling. She wanted more information on neighborhood-by-neighborhood collection events and her desire to partner deeper. Since the City of Richmond offered Dumping Days, she wanted to promote the Mattress Recycling Program as part of that effort to help those who may not have the ability to travel to the temporary HHW events. Having worked with Urban Tilth, which had generated its own sharps program to address the dumping of needles, she supported an effort where RecycleMore and the City of Richmond could coordinate their efforts with respect to the mattress collection program, and work together to address the problems associated with waste in general as a larger mission.

Mr. Holtzclaw commented that he could come back to the Board next month with respect to the PCA and the consideration of some innovative programs that the Board could investigate.

Director Romero referred to the non-compliant number for SB 1383 and other mandates and asked if there was an understanding that RecycleMore had been providing reports to the state for the member agencies. The jurisdictions through the Memorandums of Understanding (MOUs) with RecycleMore had to allow reports to be prepared but the member agencies were responsible. He asked how much funding had been set aside for the Backyard Composting Program and was advised that about \$25,000 had been set aside for that program.

Ms. Abraham explained that the interest in the program had dropped the last few years but there was an intent to relaunch the program in honor of Earth Day.

Director Romero also referred to mattress recycling and noted that people did not necessarily want to go to a regional center. He also noted a recycling fee was included in the purchase of a mattress. Referring to the El Cerrito HHW Center, he suggested that an HHW facility should be considered for Hercules to see what it would do and to make it easier for the population to be able to dispose of things like mattresses. He also referred to a prior program for one-gallon propane cylinders which led to a discussion of the dangerous problems related to the disposal of propane containers and lithium batteries at the Materials Recovery Facilities (MRFs). With respect to Reuse Centers, he noted that before El Cerrito had an HHW facility it had a reuse recycling center and he suggested Reuse Centers should be more local and in areas where there were more people to use them. He suggested a Reuse Center for paint where people did not have to drive out to get to it and he wanted something more local. He thanked staff for the report.

Chair Tave referred to mattress collection and asked for an accounting of the mattresses going out, how many mattresses per month or year and the number sold and the number recycled to get a better understanding of volume. He also asked about partnerships in that effort.

Mr. Holtzclaw noted that Republic may keep track of mattresses, which could be tracked along with the number of mattresses picked up by the Public Works Departments of the member agencies.

Larry Sweetser, from Sweetser & Associates, a consultant for RecycleMore, referred to a number of state programs with respect to mattresses for those not taken back when new ones were purchased, such as a stewardship program and a program for illegally dumped mattresses where the jurisdiction could be paid for picking up those mattresses.

Mr. Holtzclaw referred to the Side Agreement with Republic and RecycleMore's subsidy around the HHW facility, and mattresses specifically, where residents could dump mattresses for free at the HHW facility as long as they were residents of West County. On the discussion of reuse and partnerships, he wanted to promote reuse given that diversion was an important asset but he did not know about the role of public agencies to partner with other agencies such as Goodwill, and he questioned whether that was a good use of public resources.

Mr. Holtzclaw added that one area where RecycleMore could collaborate more, even though it was outside its mission, would be illegal dumping, largely due to the homeless issue and the cost of solid waste processing. He tended to shy away from getting involved in illegal dumping but that was something RecycleMore could collaborate more with respect to mattresses, organic waste and hazardous waste, which could pay dividends.

Director Robinson emphasized the need for RecycleMore to partner to address illegal dumping. She also agreed with the need to expand on the locations for HHW facilities in West County.

Director McLaughlin suggested the more innovative RecycleMore could be the more interesting it would be for the community to participate. She suggested the public would embrace innovative ideas and she agreed with the suggestion to include that in the RFP.

Director Romero emphasized that the State Legislature should be promoting paper products instead of plastics, which had been discussed as a danger to everyone. The state wanted to extend SB 54 and other legislation and extending the use of plastics instead of considering reuse. Everyone had been told that plastics #1 through #7 should be collected through the PCA but only #1 and #2 were useful as recyclable items. He stated those were the discussions to have in the future.

Director Robinson suggested that both should be done and she suggested RecycleMore should write a letter in support of that or at least comment on it.

Legal Counsel John Bakker suggested it would be germane and the agency could write a letter but would have to put it on the agenda.

Director Robinson commented that before food waste had been mandated by the state, RecycleMore had been doing something about it and she suggested things should be done before mandates came down requiring that it be done in that the job of the agency was to responsibly address waste. She stated the agency should be conscious of the massive problems related to waste around the world and she did not see the need to wait to be told to do it by a state agency, especially if ways could be found that would not cost a lot of money. She supported partnerships in that regard and wanted to think about the role of the agency to ensure it was a more responsible player.

Director Xavier recommended a future discussion with respect to recycling statistics and noted it was confusing to her and probably confusing to ratepayers. She emphasized that answers were needed about what happened to those items placed in the recycling bin and where it went from there and what could be and could not be recycled.

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

BOARD MEMBER AND STAFF ANNOUNCEMENTS

Director Robinson, a member of the State Board of Food and Agriculture spoke to a presentation from Being Collaborative at the last Board meeting of that group about a biomass project related to making a facility and figuring out how to scale biomass into new other products, focusing now in the agricultural corridor and taking nut shells and making pots that could be used in nursery operations. She noted there was a lot of innovation that could happen when considering waste as a source of material for new and other things, and she encouraged people to look up Being Collaborative to understand their approach and consider how the waste in communities could be used.

ADJOURNMENT

With consensus of the Board, Chair Tave adjourned the meeting at approximately 8:00 P.M. until the regular Board meeting scheduled for April 11, 2024 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 March 14, 2024.

Board Secretary

Date



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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Peter Holtzclaw - Executive Director
SUBJECT: Triennial Review Update

ACTION REQUESTED:

Board to receive report and accept findings.

BACKGROUND:

As part of the executed Post Collection Agreement (PCA) between Republic Services (Republic) and the West Contra Costa Integrated Waste Management Authority (RecycleMore), Republic is required to meet certain performance standards. While not a contractual obligation, included in the PCA is a goal of 75% waste diversion by 2020, to be achieved in a collaboration between RecycleMore and Republic. This 75% diversion goal aligned with the State of California's goal established by AB 341, and progress was assessed using the California Department of Resources Recycling and Recovery (CalRecycle) measurement standard.

The first Review happened in 2016, and Republic showed progress towards attaining the 75% goal. Since then, diversion has decreased and Republic no longer is destined to reach the goal as measured by CalRecycle.

In July 2023, RecycleMore staff presented to the Board the 2023 Triennial Review. The presentation touched on many topics and the Board subsequently discussed each in light of the PCA and CalRecycle mandates. The Board directed staff to finish the Triennial Review process as outlined in the PCA, which entailed receiving regional staff input, having a "Goals Meeting" with Republic, and returning to the Board with an update.

DISCUSSION:

RecycleMore requested input from regional staff after the July Board meeting, and did not receive any communication from any member agency. RecycleMore staff met with Republic management, in a "Goals Meeting" as outlined in the PCA, where it was mutually determined

that current program offerings are adequate (see attachment 1 for the PCA wording and process). It was also mutually agreed that larger program discussions would have more value if done in the context of the next PCA, which will take affect after June, 2025.

CONCLUSION:

RecycleMore and Republic staff have accomplished the required meetings outlined in the PCA with regards to the Triennial Review. It is determined that Republic's efforts have been in good faith, and current program offerings are adequate to meet CalRecycle's diversion mandates.

FISCAL IMPACT:

None

ATTACHMENTS:

[Agenda Item 6.2 - Attachment 1: PCA triennial clause](#)

4.21 Triennial Review of 75% Recycling Goal

The Authority and Contractor agree that the common goal of the Parties for this Agreement is to facilitate the local achievement of the State's seventy-five percent (75%) recycling goal by the year 2020.

In January 2016 and every three (3) years thereafter during the Term, Authority and Contractor shall meet to review the current level of recycling (as measured by CalRecycle) being achieved within in the Authority's service area. The Franchise Agencies' staff and Franchise Collectors' management shall also be invited to the meetings. These meetings shall be called "Recycling Goal Meetings." One (1) week prior to each Recycling Goal Meeting, each Party shall provide the other with its assessment of the progress and performance towards achieving the seventy-five percent (75%) recycling goal by 2020. The Parties shall meet to discuss their respective assessments and to cooperatively develop recommendations for improvements or modernizations of programs, services, or the methods for providing them. The objective of the Parties during these meetings shall be to identify continuous improvement opportunities and formulate recommendations for implementing them within the cost structure of the Agreement and Franchise Agency Collection Franchises.

The Authority Contract Manager and Contractor shall jointly develop a report to the Authority Board of Directors advising the Board of Directors on the progress towards the diversion goal. In the event the Authority Contract Manager and Contractor are not in agreement about certain findings or recommendations, each Party may submit their own, separate report specific to those issues. The Authority Board of Directors shall review the report(s) at their April meeting in each year that a Recycling Goal Meeting occurs and shall determine whether to proceed with Option A or Option B below.

- A. If Contractor's existing Recycling and Processing programs are on schedule towards achieving the seventy-five percent (75%) recycling rate, or have achieved and have maintained seventy-five percent (75%) recycling rate, Contractor shall continue to operate its existing Recycling and Processing programs throughout Authority's service area. Notwithstanding the foregoing, the parties shall still hold and attend the triennial Recycling Goal Meetings to discuss Contractor's programs, including but not limited to the feasibility of increasing the rate of recycling within the Authority's service area beyond seventy-five percent (75%).
- B. If Contractor's existing Recycling and Processing programs are not on schedule towards achieving seventy-five percent (75%) recycling rate, then within ninety (90) days after the Authority Board of Directors meeting to consider the report, the Authority shall conduct a performance review of the Contractor to determine whether programs and Services required under this agreement, including the Enhanced Collection Services described in Exhibit 2.4.6, have been fully implemented in good faith by the Contractor. Contractor shall fully cooperate with such performance review including providing

information and making management available with the Authority's staff or agents.

- i. In the event that the Authority Board of Directors concludes that Contractor has failed to fully implement programs in good faith, at a minimum, the frequency of the Recycling Goal Meetings shall be annual until the plan has been fully implemented.
- ii. In the event that the Authority Board of Directors conclude that Contractor has fully implemented programs in good faith, the Authority may request and Contractor shall develop and propose to Authority a plan for new or modified Recycling and Processing programs that are designed to achieve the seventy-five percent (75%) recycling rate in the most reasonable, cost-effective, and expedient manner possible. Contractor's proposal should identify any elements of the program that Contractor believes would impact the Franchise Agencies' agreements with the Franchised Collector(s). The Parties will review such a plan consistent with the requirements of section 4.20 of this Agreement.

The Parties agree that the 75% goal is a target and not a contractually required or guaranteed recycling rate put forth by Contractor as part of this Agreement. The intent of the performance review referenced in Subsection 4.21.B shall be to determine whether Contractor has made good faith efforts to implement the programs and services outlined in this Agreement.



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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Peter Holtzclaw - Executive Director
SUBJECT: Careit Application

ACTION REQUESTED:

Consider a MOTION to APPROVE.

BACKGROUND:

RecycleMore does not currently have a strong mechanism for tracking edible food recovery compliance data.

DISCUSSION:

Careit provides data tracking for all Tier 1 and 2 commercial edible food generators and Food Recovery Organizations (FROs) and food donation profiles for each Tier 1 and 2 generator and FRO.

FISCAL IMPACT:

\$8,500 annual fee + \$1,000 startup fee (years 1 & 2).

ATTACHMENTS:

[Agenda Item 6.3 - Attachment 1: Recyclemore Careit Executive Software Proposal](#)
[Agenda Item 6.3 - Attachment 2: Recyclemore Careit Software License Agreement](#)



Food Recovery Software

110 Somerville Ave Suite #154
Chattanooga, TN 37405
(323)-484-8303
Careit.com

INTRODUCTION

Careit is a digital food donation marketplace that matches any type of business with extra edible food to a nearby nonprofit. Nonprofits find donations in their area that match their food requirements and set up a pick-up or drop-off with the donor and their staff or volunteers. Careit was designed to empower small to mid-sized nonprofit organizations to build a robust resource redistribution program for their specific community's needs. It was also designed to be an all-inclusive data tracking tool to assist municipalities in establishing a comprehensive SB 1383-compliant edible food waste prevention program.

HISTORY OF CAREIT

Based in Los Angeles, Careit Co is a woman-owned, social, and environmentally proactive tech company. It began in 2015 when founder Alyson Schill joined the Los Angeles Food Policy Council and determined that a digital food donation marketplace was needed for the upcoming California State Senate Bill 1383. Careit Co was officially incorporated in Burbank, CA in 2021. Edible food generator user types range from restaurants, grocery stores, caterers, film sets, event planners, corporate offices, and hospitals. Food recovery organizations range from food banks, food recovery service providers, faith-based institutions, food pantries, women and youth services, recovery centers, and tiny nonprofits that feed people experiencing homelessness.

A cohesive network of edible food generators, nonprofits, municipalities, and volunteers collaborating efficiently drives Careit's core business model. Each entity plays an important role in the network, but all have a different set of needs. That's why Careit built out several different user types.

FOUR TYPES OF CAREIT USER ACCOUNTS

Free Account - Businesses and nonprofits can download the Careit app and log in to post their available food donations. Nonprofits reserve the donations and enter the final weights to close it out. Businesses on the app can view a tiled photo list of all of their donations that can be opened to show the name and contact info of the food recovery organization, list, and category of items donated, date of donation, and quantity of items donated. Careit shows a running tally of

the donations' weight, which can be filtered by the past day, week, month, year, or all time. Careit's software will auto-generate a written agreement between every food recovery organization and edible food generator that posts and rescues food on the Careit app. The written agreement is available for download on the user's profile through their online dashboard at my.careit.com.

Careit has included all necessary SB 1383 record-keeping requirements for edible food generators, food recovery organizations, and food recovery services in its Free Account features.

Food Mover Account - A food recovery nonprofit organization can utilize the Careit Food Mover account type to appoint online relationships and donations between an edible food generator and a food recovery organization. Using the account, an administrator can add a food generator or organization, post a donation on behalf of a food generator, and automatically assign the donation to a food recovery organization. If volunteers are available, they may self-assign, or an administrator can assign a donation to a driver or partner organization associated with the account.

Food Mover users can:

- Directly upload their contacts into the Careit database
- Post a donation on behalf of a donor
- Match donations to appropriate food recovery organizations for receipt •
- Track all donations and food rescues associated with their organization •
- Create schedules for volunteer or staff drivers for pick-ups

Careit also provides Food Movers with an optional safety training program, required for all volunteers or agencies picking up food. This program is based upon guidelines issued by the Los Angeles County Department of Public Health but can be tailored to the individual nonprofit's training needs. The Food Mover Account costs \$250 per month.

Careit Annual Cost	User Type
\$3,000	Food Mover

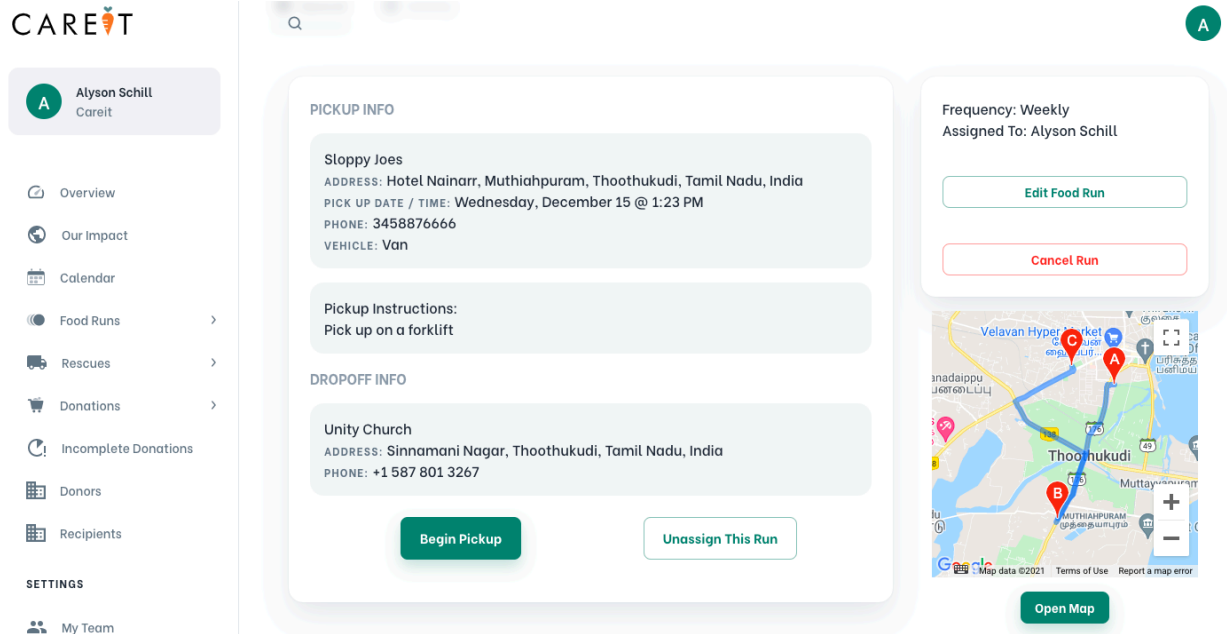


Figure 1 The Driver View of a Food Mover Dashboard, Assigned Donation

Executive Account

The Executive account was designed to help municipalities to increase commercial edible food generator access to food recovery organizations and food recovery services. Municipalities and their partnering consultants will create a geographic-based food donation data tracking dashboard. Using a list of coordinates or a boundary drawing tool, Careit will create a digital geo-fence around a physical area and create parameters around the entire zone to view and report all the donations originating from within. The Careit data dashboard is compatible with many other data management tracking software.

Executive users can:

- Comply with SB 1383 Section 18995.2 requirements for an implementation record
- Provide a list of users from their zone to be uploaded into the Careit database
- Request Careit to create user accounts for each business or organization
- Generate and provide reports on a monthly basis and annually for inclusion in the CalRecycle EAR
- View all donation information from entities that reside within the zone to determine SB 1383 compliance
- View aggregated information to evaluate program implementation progress communitywide

The Careit team will provide technical assistance including help setting up an account with the goal of creating a built-out database for each individual entity to successfully log data. The Executive account cost is determined by the approximate number of essential accounts that the municipality requests to track.

DIGITAL SPECIFICATIONS AND SECURITY

Available on iOS, Android and Desktop

Users may download Careit on the iOS or Android app store to use on their mobile or tablet devices. Additionally, users may use a web browser to create an account and/or log in to view account information or manage their subscription at my.careitapp.com.

Secure Hosting Through AWS

Careit is hosted through the internet's most secure platform, Amazon Web Services. AWS uses Encryption Keys to remove the threat of data breaches and protect the confidentiality and integrity of the software and website's stored data. Security tasks are automated on AWS, preventing any potential human error. All data flowing across the AWS global network that interconnects their data centers and regions is automatically encrypted at the physical layer before it leaves their secured facilities. Additional encryption layers exist as well; for example, all VPC cross-region peering traffic, and customer or service-to-service TLS connections.

Secure Payments Through Stripe

Stripe is used as Careit's third-party payment gateway, to ensure that Careit stores no sensitive or payment information for any of its users. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. All card numbers are encrypted at rest with AES-256. Decryption keys are stored on separate machines. None of Stripe's internal servers and daemons can obtain plaintext card numbers but can request that cards be sent to a service provider on a static allow list.

1 MUNICIPAL DATA TRACKING USING THE CAREIT APP 1.1

Municipal Food Recovery Program Management Interface

Through Careit's Executive User account, a city will be able to report and monitor data and track the California state waste reduction compliance status of edible food generators and food recovery organizations and services that reside within their geographic area.

1.2 Setting up an Executive Account

Step 1: CONTACT UPLOAD A municipality may choose to either have individual food recovery organizations and edible food generators sign up for their own Careit account, or they can pre-upload accounts into Careit. Upon receiving the final list of names, addresses, and contact information including emails for edible food generators and food recovery organizations/services that will be participating in the recovery of food from Tier 1 and Tier 2 generators, Careit staff will start the process of creating the municipal database:

1. Upload the contacts into the Careit database

2. Create user accounts for each business or organization
3. Send emails to the primary contact at each entity inviting them to use the Careit app

Step 2: GEOFENCE Upon receiving the final list of geo-coordinates for the city in the form of a “geojson” file, the Careit development team will create a digital geo-fence to build the municipal Executive Account on Careit. This list can also be found using general database inquiries available online if no file is available to the city.

Step 3: TRAINING The Careit team will provide training to city staff over the initial year of the contract, and through any proceeding updates or feature additions to the software. An Executive Account subscription will include four online city staff training workshops. It will also include access to a training document, and any future videos created to explain how to use the software.

1.3 Executive Account Team Members

Any designated Administrator of the Executive Account will be able to add multiple Executive Account team members by the user’s email address, with which the user may create a password and log in to the Executive Dashboard. Team members will have permission to view all records, log notes on EFG and FRO organizational profiles, and pull reports. An Executive team may decide to include members from their partnering waste haulers or consultant firms.

1.4 The use of Careit for tracking reports

Careit designed compliance tracking features for Executive Account users that assist a jurisdiction with reporting and the EFG and FRO inspection requirements specifically required for Section 18994.2 Jurisdiction Annual Reporting. Cities will also be provided with an Implementation Record tool to comply with Section 18995.2. Reports on Careit can be customized and downloaded by the Executive Account users for inclusion in the Electronic Annual Report (EAR). These reports can be downloaded as a CSV file. Careit staff will work with City staff to ensure that the data will be aligned with Implementation Record requirements laid out in SB 1383 *Section 18995.2*. City staff, hired consultants, or partnering waste hauler staff may log in to Careit to conduct on-site inspections or interviews, add tags or notes to an organization, or they may view and pull reports from the following data:

- All edible food generators within the geo-fence
- A list of food recovery organizations and services that have established contracts or written agreements with commercial edible food generators (Tier 1 and Tier 2) that reside within the geo-fence
- All city-generated tags such as hauler, tier type, or nonprofit type for each organization • All food donations posted on the Careit app for each entity that lies within the account’s geo-parameters

Once donation data has been populated into the Careit app, Executive Account users can pull a report filtered by date range on each EFG to view information such as:

- All edible food that has been recovered in the City
- Dates donations were made
- Types of food donated

- Weight of donated food that was unfit for human consumption
- All food recovery organizations that rescued food from the EFG

Donor	Start Date	End Date	Phone	Address	City/Town	State/Pr...
Sustain LA	2021-07-13T10:0...	2021-07-16T10:0...	3236730828	124 Roselawn Place, Los ...	Los Angeles	California
Hollywood Food ...	2021-11-03T00:3...	2021-11-07T00:3...	+1757-831-8024	1223 Vine Street, Los An...	Los Angeles	California
COPA	2021-11-03T14:1...	2021-11-03T14:1...	252-431-7125	107 W Main St, Durham, ...	Durham	North Carolina
Pulp Pantry	2021-09-22T02:...	2021-09-22T03:...	8475333168	866 East Kensington Roda...	Los Angeles	California
gopuff	2021-11-18T17:0...	2021-11-20T00:0...	8586929085	9922 East Montgomery A...	Spokane Valley	Washington
Sloppy Joes	2021-08-07T16:0...	2021-08-14T16:0...	3237765555	303 Black Street, Camar...	Camargo	Oklahoma
Hollywood Food ...	2021-11-03T00:4...	2021-11-06T00:4...	+1757-831-8024	1223 Vine Street, Los An...	Los Angeles	California

Total Rows: 223

Figure 2 Executive Dashboard View of Local Donations

Executive account users will compare these fields with the anticipated donation amounts based on their initial capacity assessment and update compliance status as necessary. If so desired, Careit can additionally be used to track a city’s compliance with educating commercial edible food generators, increasing commercial edible food generators' access to food recovery organizations and food recovery services, and monitoring commercial edible food generators' compliance.

Inspections to each EFG and FRO entity directly on the Careit app. Completed inspections will be attached to each entity profile account. Executive account users will be provided with the following detailed information on EFGs and FRO/FRSs for Implementation Records:

- Type of visit: Routine Inspection, Complaint Review, NOV Investigation/Follow-Up
- Visit number (first, second, etc.)
- Date of visit
- Name of enforcement staff person conducting inspection
- EFG Name
- EFG address and contact info
- Name of contact interviewed
- Compliance status with the following:
 - Requirements for a written contract or agreement on record with a food recovery organization or services that collect edible food for recovery or record of self-haul to a food recovery organization
 - Donating the maximum amount of edible food that would otherwise be disposed

- Maintaining a record of food recovery organizations or services that collect or receive their edible food donations
- Whether any educational materials were provided
- Compliance result of inspection
- Any proof of violation/non-compliance
- Whether an NOV or penalty order was issued
- Date organization complied with a previously issued violation, if any
- Notes about compliance

Annual or monthly FRO/FRS reports may be downloaded to include the following:

- Type of visit: Routine Inspection, Complaint Review, NOV Investigation/Follow-Up • Visit number (first, second, etc.)
- Date of visit (phone, virtual, in-person)
- Name of staff person conducting inspection
- FRO/FRS name
- FRO/FRS address and contact info
- Name of contact interviewed
- Compliance status with the following:
 - Tracking the quantity in pounds of edible food collected from each commercial edible food generator annually AND an estimation of the amount of food to be collected annually on a city-by-city basis for the member agency in which it is located
 - Tracking the quantity in pounds of edible food transported to each food recovery organization per month (If the entity is an FRS)
 - Maintaining a record of the name, address and contact information for each commercial edible food generator that the service collects edible food from
 - Maintaining a record of the name, address and contact information for each food recovery service that the organization receives edible food from for food recovery
- Whether any educational materials were provided
- Compliance result of inspection
- Whether an NOV or penalty order was issued
- Any proof of violation/non-compliance
- Notes about compliance

2 EFG/FRO DATA TRACKING USING THE CAREIT APP 2.1

EFG use of Careit

By creating an expanded food recovery network, Careit assists municipalities in meeting their requirements of *Section 18991.1* which requires municipalities to increase commercial edible food generator access to food recovery organizations and food recovery services.

Tier 1 commercial edible food generators are required to comply with the food recovery requirements of *Section 18991.3* by January 1, 2022, and Tier 2 commercial edible food generators by January 1, 2024.

An EFG located within the municipality may post donations through the Careit app, including the description of the edible food available for pick-up or delivery and the quantity and type of food. Posted donations will be available for recovery by a participating food recovery organization or service within the municipality. The EFG may also request their partnering food recovery Food Mover Account subscriber to post a donation on their behalf, and a FRO or FRS will populate the data after each donation is complete. EFGs can then use their Careit account to monitor how much food they have donated and the status of posted donations. Pounds of food donated can be filtered and viewed by individual donations, food recovered in the last day, week, month, year, and all time.

Additionally, through Careit, an EFG can cancel or edit donations and will receive push notifications that will update them on the status of transport for donation pick-ups. Once the first donation between an EFG and an FRO is reserved on the platform, Careit will automatically create a written agreement between the two entities that is signed and dated, and available for download on both of the users' dashboards.

By participating in the municipal food rescue program, Careit will create an account for all EFGs. After participating in the act of donating food on Careit, EFGs will be able to log in to their account to view their list of food recovery organizations and services, auto-generated written agreements, frequency, quantity, and types of food donated. Careit offers EFGs a free and easy solution to comply with the following SB 1383 requirements:

A contract or written agreement with any or all of the following:

- (1) Food recovery organizations or services that will collect their edible food for food recovery.
- (2) Food recovery organizations that will accept the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

Keep a record that includes the following:

- (1) A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under *Section 18991.3(b)*.
- (2) A copy of contracts or written agreements between the commercial edible food generator and a food recovery service or organization.
- (3) A record of the following for each food recovery organization or service that the commercial edible food generator has a contract or written agreement with pursuant to *Section 18991.3(b)*:
 - (A) The name, address, and contact information of the service or organization.

- (B) The types of food that will be collected by or self-hauled to the service or organization.
- (C) The established frequency that food will be collected or self-hauled.
- (D) The quantity of food collected or self-hauled to a service or organization for food recovery. The quantity shall be measured in pounds recovered per month.

2.2 FRO/FRS use of Careit

A FRO/FRS within the municipality will be able to reserve a donation posted on the Careit app, assign internal staff or volunteer drivers to pick up the donation, track the status of each reservation, and monitor how much food they have rescued. FRO/FRSs will be prompted to record the final weight of each completed donation through the Careit app. FROs may also reduce food waste and share any excess food in their inventory by posting donations and redistributions to nearby nonprofits.

Additionally, a FRO/FRS can edit details of a posted donation, cancel a posted donation, cancel a donation they had previously reserved, or reject a donation that has been assigned to them. If a reserved donation is canceled or an assigned donation is rejected, an activity note will be logged in the FRO's activity feed, and Careit will send a push notification and activity note to the original EFG donor. As FROs add staff and volunteer team members to their accounts, they will be able to create assignments for pick-up, receive alerts about rejected assignments, reassign reserved pick-ups, and track the status of each reserved donation in their organization.

By participating in the municipal food rescue program, all FRO/FRSs will automatically have a Careit account with which they can log in to view their list of edible food generators, food recovery organizations, and services, auto-generated written agreements, frequency, quantity, and types of food recovered and donated. Pounds of food recovered can be filtered and viewed by individual donations, or by total food recovered in the last day, week, month, year, and all time. Careit offers FRO/FRSs the free and easy solution for food recovery organizations and food recovery services to comply with the following SB 1383 requirements:

(1) A food recovery service shall maintain a record of:

- (A) The name, address, and contact information for each commercial edible food generator that the service collects edible food from.
- (B) The quantity in pounds of edible food collected from each commercial edible food generator per month.
- (C) The quantity in pounds of edible food transported to each food recovery organization per month.
- (D) The name, address and contact information for each food recovery organization that the service transports edible food to for food recovery.

(2) A food recovery organization shall maintain a record of:

- (A) The name, address and contact information for each commercial edible food generator that the organization receives edible food from.
- (B) The quantity in pounds of edible food received from each commercial edible food generator per month.
- (C) The name, address and contact information for each food recovery service that the organization receives edible food from for food recovery.

2.3 Methodology for managing data

Using one - or a combination of the following methods - donation data, including weights can be accumulated through the Careit database.

- An edible food generator may post all of their food donations through the Careit app, and a food recovery organization will complete the data population after each rescue is complete.
- A Food Recovery Service nonprofit may subscribe to the Food Mover Account and post one-time or recurring donations on behalf of a donor and assign them to a local Food Recovery Organization for pick-up or drop-off. The FRO will complete the donation and enter total weights through their free Careit user account.
- If a FRO currently does not have the technology or personnel to self-report through Careit, they may be emailed to City staff or a partnering Food Mover Account user to manually submit the info into the Careit database.

3 OUTREACH AND SUPPORT

3.1 Combined Marketing

Careit staff will partner with a city, consultant, or contracted waste hauler to provide the necessary outreach and education content for marketing Careit and increasing participation. This content can supplement welcome packets (for EFGs and FROs), email blasts, direct mailings, targeted posts, social platforms, and tabling event materials, where applicable.

3.2 Testing and Demo Accounts

Edible food generators and food recovery organizations may use a Careit “demo login” to train staff or familiarize themselves with the Careit app features. A “demo login” will be provided to these users during the Careit Training workshop. Users may also choose to use their own account to post and rescue “test” food donations, which can be deleted by the organization at a later date.

3.3 Customer Support

To meet the growth in services provided across North America, Careit utilizes the customer service application, Zoho Desk. Through Zoho Desk, Careit users with any questions or service requests can submit tickets that are addressed directly by Careit staff or affiliated customer support representatives. Users are also permitted to filter through instant solutions via the Careit repository for commonly asked questions, stored in the help.careitapp.com page. We will continue to build upon this repository as more questions are provided to us.

For Careit Executive users, customer support is provided directly from Careit staff. Executive administrators are encouraged to email their Careit representative, schedule meetings for questions, and issues, or schedule training sessions with Careit Staff.

ROLLOUT TIMELINE

At Careit, we're very flexible with an operation and rollout timeline that best suits the city's needs. We do request, however, that Careit staff be allotted 10 days from the date of receiving the municipality's list of EFGs and FRO/FRSs to fully upload all accounts and invite the users into the Careit database. We require a one-day turnaround time for creating the geo-fence of an Executive Account and inviting the Administrative user by email.

COSTS AND FEES

SET UP FEES

There will be a one-time set-up fee charged for uploading EFG and FRO/FRS users and setting up the geo-fence. Because of the storage space it takes to set up an Executive Account, Careit requests a minimum contract length of 1 year.

The one-time set-up fee will be charged half on year one and half on year two, and is:

\$2,000

YEARLY FEES

Careit fees are structured to allow for varied edible food recovery programs since no two municipalities are alike.

A municipality might choose to track their program participant's data and allow each EFG or FRO entity to decide if they would like to upgrade their own subscription for access to downloadable files. In this situation, an Executive Account would be best.

Number of EFG and FRO	Careit Annual Cost
100-200	\$8,500

SERVICES AND SOFTWARE INCLUDED IN THE EXECUTIVE ACCOUNT

Careit staff will create an account for each Tier 1 and Tier 2 generator and food recovery service/organization as profile information becomes available and is presented to Careit. All Executive Account users will have access to app data and the ability to export all data at all times, including at Contract Termination.

-WORKSHOPS AND TRAINING

During contract year 1, Careit staff will provide staff to host up to 4 online workshops (up to 2 hours) at no charge to train EFG and FRO users.

During subsequent years, Careit will provide up to 2 free workshops per year at no charge to train EFG and FRO users.

During contract year 1, Careit will provide staff to host up to 4 online workshops at no extra charge to train City and consultant staff and contracted team members to use the

Careit Executive Account features.

During subsequent years, Careit will provide up to 2 free workshops per year at no charge to train City staff and contracted team members to use the Careit Executive Account features. As new features are released for the Executive Account, Careit will provide training documents such as emails, videos, and PDFs, and will be available by email for further questions.

Additional training workshops can be purchased for a fee of \$450 per 2-hour workshop.

-ADDITIONAL CONSULTANT OUTREACH

Careit may be hired to provide additional outreach staff support for inspections and individual location onboarding and staff training. The hourly rate for this support starts at \$110 per hour but may vary based on time and location.

-EXECUTIVE GEO-FENCE

Upon receiving the final list of geo-coordinates for the City, the Careit development team will create a digital geo-fence to build the municipal Executive Account on Careit.

-CONTINUED SUPPORT

Careit also provides standard maintenance and customer service assistance to all users on the Careit platform at no charge. Users may contact Careit directly at help@careit.com or use our Customer Support services at help.careitapp.com.

We're happy to continue to collaborate with our Executive Account users to improve the efficiency and productivity of features and user experience.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**"), effective as of ..., 20.. (the "**Effective Date**"), is entered into by and between Careit Co, located at 110 Somerville Ave Suite 154, Chattanooga, TN 37405 (the "**Licensor**") and, located at ... (the "**Licensee**," together with Licensor, the "**Parties**," and each a "**Party**").

WHEREAS Licensor is the legal and beneficial owner of the Licensed Software and desires to license the Licensed Software to Licensee; and

WHEREAS Licensee desires to obtain a license to use the Licensed Software subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement,
 - a. "**Agreement**" has the meaning set forth in the preamble.
 - b. "**Confidential Information**" means any non-public information in any form and however transmitted, whether orally, visually, in writing, or by electronic communication, that both Parties reasonably and in good faith deem to be confidential or proprietary. Confidential Information includes, but is not limited to, technological disclosures, trade secrets, ideas, concepts, know-how, business operations, plans, strategies, customer information, and any other information that the disclosing Party is contractually or otherwise bound to keep confidential. Confidential Information must be designated, marked, or otherwise identified as "confidential" to be considered confidential. See exclusions in the section titled "CONFIDENTIALITY" below.
 - c. "**Documentation**" means any and all manuals, instructions, and other end-user materials that Licensor provides to Licensee describing the software's functionality, components, technical specifications, capabilities, requirements, or limitations. Documentation may include, but is not limited to, aspects of the software that are of practical importance to Licensee, such as instructions on installation, configuration, integration, operation, use, support, or maintenance.
 - d. "**Effective Date**" has the meaning set forth in the preamble. It is the start date for this Agreement where all rights and obligations herein become operational and enforceable.

- e. **"Intellectual Property Rights"** means any and all registered and unregistered rights to plans, ideas, designs, or other intangible assets. Such rights are granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, right of publicity, other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- f. **"Law"** means any statute, code, ordinance, rule, regulation, constitution, order, treaty, precedent, judgment, or other legal requirements of any authority of competent jurisdiction, including, but not limited to, federal, state, local, or foreign governments, political agencies or subdivisions thereof, or any appropriate courts or tribunals.
- g. **"Licensed Software"** means the current software version and release number of Careit, any ancillary data files, modules, libraries, tutorials, or demonstration programs, and any Maintenance Releases provided to Licensee according to this Agreement.
- h. **"Licensee"** has the meaning set forth in the preamble.
- i. **"Licensor"** has the meaning set forth in the preamble.
- j. **"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Licensed Software or Documentation that Licensor may optionally and periodically provide to Licensee during the Term. Such release may include, but is not limited to, error corrections, enhancements, improvements, or other changes to the Licensed Software's functionality, compatibility, capabilities, performance, efficiency, user interface, or quality. Such release is separate and distinct from any New Version Licensor may choose to release during the Term.
- k. **"New Version"** means any new variant of the Licensed Software that Licensor may introduce and market from time to time as a distinct licensed product. A New Version may be indicated by Licensor's designation of a new version or release number. Licensor may make a New Version available to Licensee at an additional cost under a separate agreement or by written amendment.
- l. **"Parties"** mean the Licensor and Licensee collectively.
- m. **"Party"** means the Licensor or Licensee individually.
- n. **"Permitted Use"** means use of the Licensed Software by an authorized user for specific purposes agreed upon herein. Tracking food donations including weights, dates, locations, and partnering nonprofit organizations involved.
- o. **"Open-Source Components"** means any software component that is subject to an open-source copyright license agreement. Qualifying open-source copyright

license agreements include, but are not limited to, Apache License 2.0, BSD 3-Clause "New" or "Revised" license, BSD 20-Clause "Simplified" or "FreeBSD" license, GNU General Public License, GNU Library or "Lesser" General Public License, MIT License, Mozilla Public License 2.0, Common Development and Distribution License, Eclipse Public License, and any other obligations, restrictions, or license agreements that substantially conform to the "Open Source Definition" as prescribed by the Open Source Initiative or otherwise may require third-party disclosure or licensing if any source code of such software components is used or compiled.

p. **"Term"** has the meaning set forth in the Term section.

2. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement and the Parties' compliance therewith, Licensor hereby grants to Licensee, solely for defined Permitted Use, a non-exclusive, non-sublicensable, and non-transferable license to use the Licensed Software and Documentation during the Agreement Term.

a. **Scope of Licensed Access and Use.** Licensee can install, use, and run an unlimited number of copies of the Licensed Software on any device or network.

b. **Open-Source Licenses.** Should the Licensed Software include any Open-Source Components, Licensee's use of the Open-Source Components will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. Licensor will provide Licensee with the license name, author information, license source, access information, and other relevant information for Open-Source Components.

3. **LICENSE RESTRICTIONS.** Except as expressly permitted in this Agreement, and subject to the Open-Source Components if applicable, Licensee will not, and will not permit any third party to,

a. reproduce any portion of the Licensed Software for any purpose except as otherwise authorized in this Agreement;

b. decode, disassemble, reverse engineer, or otherwise attempt to derive or gain access to any portion the Licensed Software's source code;

c. adopt, build upon, correct, modify, translate, or otherwise improve or create derivative works of the Licensed Software;

d. lend, publish, rent, lease, sell, sublicense, assign, transfer, or otherwise make available to any third party not authorized within this Agreement the Licensed Software in any manner, including, but not limited to, access to the Licensed Software on the internet or any timesharing, service bureau, software as a service, cloud, or similar technology or service;

- e. breach or circumvent any disclosed or undisclosed security device or intended protection used for or contained in the Licensed Software or Documentation;
 - f. efface, alter, obscure, translate, combine, or otherwise change any trademarks, disclaimers, warranties, Documentation terms, Intellectual Property Rights, proprietary rights, or any symbols, notices, marks, serial numbers, or identification on or relating to any copy of the Licensed Software or Documentation;
 - g. use the Licensed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any applicable Law;
 - h. use the Licensed Software for the purposes of (i) comparative or competitive analysis of the Licensed Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;
 - i. use the Licensed Software, alone or in part, in connection with any hazardous environments, systems, or applications; any safety response systems; any safety-critical applications; or any applications where the failure of the Licensed Software may reasonably and foreseeably lead to personal injury, severe physical damage, or severe property damage; or
 - j. use the Licensed Software, Documentation, or any Open-Source Components for any purpose not expressly permitted under Permitted Use or in any manner not expressly permitted by this Agreement or the controlling Open-Source License.
4. **TERM.** The initial term of this Agreement commences as of the Effective Date and will continue in effect for one year unless terminated earlier, pursuant to the Termination section under this Agreement ("**Initial Term**"). Licensee may renew this Agreement for two additional terms of one year each by providing Licensor written notice of its intent to renew at least sixty (60) days prior to the end of the Initial Term (the "**Renewal Terms**" and together with the Initial Term, the "**Term**"). If the Initial Term is renewed for a Renewal Term pursuant to this Section, the terms and conditions of this Agreement during the Renewal Term shall be the same as the terms and conditions in effect during the initial Term. If Licensee fails to provide timely notice of its intent to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the Initial Term.
5. **DELIVERY.** Licensor will deliver one copy of the Licensed Software electronically to Licensee on, 20....
6. **FEES AND TAXES.** In consideration of the rights granted to Licensee under this Agreement, Licensee agrees to pay to Licensor the following fees in accordance to the payment terms set forth in this Agreement:

- a. **License Fee.** The total license fee for this Agreement is \$8,500
- b. There will be a set-up charge of \$2,000 to continuously populate the database with each user account. This will be billed for 50% of the total in year one and 50% of the total in year two of the contract period.
- c. **Taxes.** All fees are exclusive of taxes, duties, and other similar assessments. Licensee is responsible for all sales, service, use, exercise, and all other similar taxes, duties, and charges of any kind imposed by any governmental, federal, state, local, or regulatory authority on any amounts payable by Licensee hereunder. Notwithstanding the forgoing, Licensor is solely responsible for its own income tax.

7. PAYMENT

- a. **Payment Terms.** Licensee will pay all license fees due and owing under this Agreement on or before, 20.... Licensee will make all payments in U.S. currency by check to the Notice address or by wire transfer to any account as Licensor may specify in writing from time to time.
- b. **Late Payment.** If any payment to Licensor is delinquent, then in addition to all other remedies available to Licensor,
 - i. Licensor may charge interest on the past due amount at a rate no higher than the highest rate permitted under applicable Law;
 - ii. Licensee must reimburse Licensor for all reasonable costs incurred to collect any and all late payment and associated interest amounts, including, but not limited to, any attorneys' fee, court costs, and collection agency fees; and
 - iii. if payment delinquency continues for five business days following written notice or demand for payment, Licensor may exercise any or all of the following remedies: (1) technologically disable Licensee's use of the Licensed Software; (2) withhold, suspend, or revoke this license grant; and (3) terminate this Agreement pursuant to the Termination section.

8. TESTING AND ACCEPTANCE

- a. **Acceptance Parameters and Testing.** Acceptance testing will be conducted by Licensor to establish whether the Licensed Software operates properly and in accordance with Documentation. Licensee will supply to Licensor suitable test data and the associated results Licensee reasonably expects to be achieved by using the Licensed Software. Licensor will carry out testing, in the presence of Licensee or its authorized representative, upon a mutually acceptable date and time after delivery of Licensed Software.

- c. **Licensee Data.** Licensor acknowledges that, as between Licensor and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to all Licensee Data. Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and use and display all Licensee Data solely to the extent necessary for Licensor to provide the Licensed Software and fulfill any other obligations hereunder to Licensee. For purposes of this Agreement, "Licensee Data" means information, data, and other content, in any form or medium that is submitted, posted, transmitted, collected or received by or on behalf of Licensee or an authorized user through the Licensed Software. Notwithstanding the foregoing, Licensor shall have the right to collect and analyze Licensee Data and other information relating to the Licensed Software to assess, improve and enhance the Licensed Software; provided, that all such data shall be treated as confidential and used in a manner such that a third party would be unable to associated with Licensee. Licensor shall, upon request from Licensee, provide Licensee with a copy of any, and all, Licensee Date (in Excel format). Any such request may be made during the Term of this Agreement, or within a reasonable time after this Agreement is terminated. This section shall survive termination of the Agreement.

12. **SECURITY MEASURE DISCLOSURE.** The Licensed Software may contain security features that prevent unauthorized or illegal use of the Licensed Software. Licensee acknowledges and agrees that Licensor may use these features and other lawful measures to verify Licensee's compliance and to enforce Licensor's rights under this Agreement. Licensee further acknowledges and agrees that Licensor may, from time to time at Licensor's sole discretion, gather Licensee's technical, usage, and other related information without disruption to Licensee's use and for the sole purpose of improving the Licensed Software's performance, developing Maintenance Releases, and developing New Versions.

13. **VERIFICATION**

- a. **Verification.** At Licensor's written request, Licensee will confirm in writing the actual scope of Licensee's access and use of Licensed Software and list all locations of actual use if applicable.
- b. **Excessive Use Result.** If the verification determines that Licensee's Licensed Software use exceeds the usage or scope permitted by this Agreement, Licensee agrees to pay Licensor all amounts due for excessive use of the Licensed Software as negotiated at such time.

14. **CONFIDENTIALITY**

- a. **Confidential Information.** In connection with this Agreement, each Party may disclose or make available to the other Party Confidential Information which

includes, but is not limited to, the Licensed Software, Documentation, and any terms of this Agreement.

- b. Exclusions and Exceptions.** Confidential Information excludes information that
- i.** was rightfully and lawfully known to the recipient without any restrictions on use or disclosure prior to disclosure by disclosing Party in connection with this Agreement;
 - ii.** was or becomes part of the public domain by means other than by the recipient or any of the recipient's representatives' violations of this Agreement;
 - iii.** was or is received by the recipient on a non-confidential basis from a third party that was not, or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
 - iv.** was or is independently developed by the recipient without reference to or use of any Confidential Information.
- c. Protection of Confidential Information.** As a condition of receiving any Confidential Information, the recipient will, for twenty years,
- i.** only access or use Confidential Information if absolutely necessary to exercise the recipient's rights or perform the recipient's obligations under this Agreement;
 - ii.** except when compelled by Law, not disclose or permit access to Confidential Information other than to the recipient's representatives on a need-to-know basis for the recipient to exercise its rights or perform its obligations under this Agreement, under strict information and understanding of the confidential nature of Confidential Information and the recipient's obligations to protect Confidential Information, and with acknowledgment from such representatives that they too are bound by the confidentiality and restricted use obligations set forth herein;
 - iii.** use, at minimum, the same degree of care that recipient uses to protect its own similarly sensitive information, and no less than a generally commercially reasonable degree of care, to secure and protect Confidential Information from unauthorized use, access, or disclosure;
 - iv.** promptly notify the disclosing Party in writing of any actual or suspected unauthorized use or disclosure of Confidential Information and cooperate with disclosing Party by taking all reasonable steps to prevent further unauthorized use or disclosure; and

- v. ensure recipient's representatives comply with the terms of this section and are responsible and liable for their noncompliance, if any.
- d. **Trade Secrets Confidentiality Duration.** Notwithstanding any other provisions in this Agreement, the recipient is obligated to protect any Confidential Information that constitutes as trade secrets under any applicable Law until such Confidential Information ceases to qualify for trade secret protection by operation of Law.
- e. **Compelled Disclosure.** To the extent permitted by Law, if the recipient or its representatives are compelled by Law to disclose any Confidential Information, the recipient must promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement to allow the disclosing Party the opportunity to seek a protective order or other legal remedy. The recipient must also provide reasonable assistance to the disclosing Party to oppose such disclosure, to seek a protective order, or to seek other disclosure limitations or remedies. If disclosure is unavoidable, the recipient may disclose only such Confidential Information that recipient is legally required to disclose. Upon disclosing Party's request, the recipient must use commercially reasonable efforts to obtain assurances of confidential treatment of all compelled Confidential Information from the applicable court or legal authority.

15. TERMINATION. This Agreement may be terminated at any time

- a. by Licensor if Licensee fails to make payment where such failures continue more than five business days after the due date, effective on written notice of termination to Licensee;
- b. by either Party for the other Party's material breach of this Agreement that is incurable or uncured by breaching party for 30 days after being served with notice of breach and demand for cure, effective on written termination notice to the breaching Party;
- c. by Licensor, effective immediately irrespective of written notice, if Licensee
 - i. is dissolved or liquidated or takes any corporate action for such purposes;
 - ii. becomes insolvent or is generally unable to pay its debts as they become due;
 - iii. becomes the subject of any bankruptcy proceedings, voluntary or involuntary, under any domestic or foreign bankruptcy or insolvency Law;
 - iv. makes or seeks to make a general assignment for the benefit of its creditors;
or

SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS TO THIRD PARTIES, PATENT VALIDITY, OPERATION WITHOUT INTERRUPTION, ACHIEVEMENT OF LICENSEE'S REQUIREMENTS OR INTENDED RESULTS, OR COMPATIBILITY WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THE DOCUMENTATION. FURTHERMORE, AND WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION IS OR WILL BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE OR ERROR. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ANY OPEN-SOURCE COMPONENTS OR THIRD-PARTY REPRESENTATION OR WARRANTY IS STRICTLY LIMITED TO LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS AND UNRELATED TO LICENSOR.

19. INDEMNIFICATION

- a. Licensor Indemnification.** Licensor will indemnify, defend, and hold harmless Licensee, its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensee arising from any third-party action, suit, or claim that alleges the Licensed Software, or any use of the Licensed Software in accordance with this Agreement, infringes any Intellectual Property Rights.
- b. Licensor Indemnification Exceptions.** The foregoing Licensor indemnification does not apply to the extent that such actions or losses arise from any allegation of or relating to any
 - i.** unauthorized, unlicensed, and unpermitted modification of the Licensed Software without Licensor's express knowledge, written consent, and in direct contradiction to Licensor's Documentation specifications;
 - ii.** unauthorized, unlicensed, and unpermitted use of the Licensed Software outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions;
 - iii.** Open-Source Components, other third-party materials, or any material outside of Licensor's exclusive control;

- iv. failure to promptly install and implement any Maintenance Release or Licensed Software replacement in order received and made available to Licensee by Licensor;
 - v. Licensed Software use after Licensee's receipt of Licensor's written notice that such continued use may be alleged to or actually infringe upon, misappropriate, or otherwise violate a third party's rights;
 - vi. Open-Source Components or other third-party materials;
 - vii. negligence, abuse, misapplication, or misuse of the Licensed Software by or on behalf of Licensee, its representatives;
 - viii. causes or conditions outside Licensor's commercially reasonable control, including, but not limited to, any third-party equipment error or Licensee's own system bugs, defects, or malfunctions; or
 - ix. actions or losses for which Licensee is obligated to indemnify Licensor pursuant to this Agreement.
- c. **Licensee Indemnification.** Licensee will indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensor due to any third-party actions, claims, or suits should such losses relate to any allegation
- i. that any rights, including Intellectual Property Rights, is or will be infringed, misappropriated, or otherwise violated by Licensee's unauthorized Licensed Software use in a manner inconsistent with the license grant in this Agreement and Documentation;
 - ii. of or relating to matters that would be deemed a Licensee breach of representation, obligation, covenant, or warranty under this Agreement if proven true;
 - iii. of or relating to negligence, abuse, misapplication, misuse, or other culpable acts or omissions by or on behalf of Licensee or its representatives with respect to the Licensed Software or otherwise in connection with this Agreement; or
 - iv. of or relating to the unauthorized, unlicensed, and unpermitted use of the Licensed Software or Documentation outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions.
- d. **Mitigation.** Should Licensor believe the Licensed Software, in whole or in part, may be claimed by any third party to be in violation of another's Intellectual

Property Right, or if Licensee's use of the Licensed Software is enjoined or threatened to be enjoined, Licensor may mitigate the situation at its own option and expense by

- i.** obtaining the right from the appropriate third party for Licensee to continue to use the Licensed Software materially as intended in and for the Term duration of this Agreement;
 - ii.** modifying or replacing the Licensed Software to the extent that it becomes non-infringing while still providing the materially equivalent features and functionalities of the original software, and such modification or replacement will constitute the Licensed Software thereunder; or
 - iii.** terminating this Agreement, in whole or in part, effective immediately upon written notice to Licensee and, provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.
- e. Sole Remedy.** THIS SECTION CONSTITUTES LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE OBLIGATIONS AND LIABILITIES FOR ANY CLAIMS OR ALLEGATIONS, WHETHER ACTUAL OR THREATENED, THAT THIS AGREEMENT, SOFTWARE, DOCUMENTATION, OR ANY SUBJECT MATTER HEREOF, INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

20. LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE, INCLUDING WHERE PARTIES WERE ADVISED THAT LOSSES OR DAMAGES WERE POSSIBLE OR FORESEEABLE, WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY: COST INCREASE; BUSINESS, PRODUCTION, REVENUES, OR PROFITS LOST; VALUE DIMINUTION; REPUTATIONAL LOSS; DAMAGED GOOD WILL; USE, INABILITY TO USE, DELAY, INTERRUPTION, LOSS, OR RECOVERY OF ANY LICENSED SOFTWARE, OPEN-SOURCE COMPONENTS, OR ANY THIRD-PARTY MATERIALS; DATA OR SYSTEM SECURITY BREACH, CORRUPTION, DAMAGE OR RECOVERY; REPLACEMENT COST OF GOODS, SOFTWARE, OR SERVICES; OR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY.

21. **EXPORT REGULATION.** Licensee acknowledges that the Licensed Software may be subject to applicable United States export Laws, including the United States Export Administration Act and its associated regulations. Licensee agrees to comply with provisions of such export Laws. Compliance may include, but is not limited to, obtaining any and all necessary export license or other governmental approval. Licensee shall not itself or permit any third party to directly or indirectly export, re-export, or release the Licensed Software, or use the Licensed Software, in any country prohibited or restricted under United States export Laws.
22. **FORCE MAJEURE.** Neither Party will be liable to the other by reason of failure or delay in the performance of this Agreement if the failure arises out of any circumstance beyond such Party's reasonable control, including acts of God, flood, fire, natural disaster, war, terrorism, invasion, riot, civil unrest, embargos, national or regional emergency, strikes, labor disruptions, Law changes, or power or telecommunication interruptions or shortages. The Party failing or delaying in performance of this Agreement due to circumstances beyond their control must give prompt written notice to the other Party stating the estimated length of time the occurrence is expected to continue. Either Party may terminate this Agreement if such uncontrollable circumstance continues for longer than 30 days.
23. **GENERAL PROVISIONS**
- a. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind the other in any manner.
- b. **Notices.** Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours.

Any notice, request, consent, claim demand, waiver, or other communication under this Agreement must be in writing and addressed to Parties as follows:

i. **Licensor**

Address: 110 Somerville Ave Suite 154, Chattanooga, TN 37405

Email: hello@careit.com

ii. **Licensee**

Address:

Email:

- c. **Publicity.** Each Party agree to seek express permission and written consent before using the other Party's trademarks, service marks, trade names, logo, domain names, or other indicia of source, association, or sponsorship for any purpose but specifically relating to publicity, marketing, or commercial materials.
- d. **Governing Law.** This Agreement is governed by and construed in accordance with the Laws of the State of California without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction.
- e. **Arbitration.** Unless all Parties agree otherwise, Licensor and Licensee agree that any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. Licensor and Licensee further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING OUT OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision will survive the termination of this Agreement.
- f. **Headings.** The section and subsection headings or captions in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.
- g. **Further Assurances.** The Parties will cooperate with each other, execute and deliver such documents or instruments, and take all further actions as may be reasonably requested by the Parties from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give full effect to this Agreement.
- h. **Amendment and Modifications.** This Agreement may be supplemented, amended, or modified only by mutual and written agreement of all Parties. No amendment, modification, rescission, or termination is effective unless it is in writing and executed by all Parties or their authorized representatives.

- i. Waiver.** No Party to this Agreement is deemed to have waived any of their rights, powers, remedies, or privileges under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, the failure to exercise or enforce any rights, powers, remedies, or privileges under this Agreement will in no way be construed as a present or future waiver of such rights, powers, remedies, or privileges.
- j. Assignment.** Except as otherwise expressly permitted in this Agreement, Licensee may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the Licensed Software or any license rights and obligations under this Agreement, to any other person or entity without express written consent by Licensor.
- k. No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer on or create to any other person or entity any legal or equitable right, benefit, or remedy of any kind whatsoever.
- l. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission, including email or facsimile, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- m. Severability.** If any provision of this Agreement or the application thereof is held to be invalid or unenforceable for any reason and to any extent, then that provision will be considered removed from this Agreement. However, the remaining provisions will continue to be valid and enforceable according to the intentions of all Parties and to the maximum extent permitted by Law. If it is held that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- n. Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole, entire, and final agreement of the Parties with respect to the subject of this Software License Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, agreements, and warranties, whether written, oral, or implied. Should any inconsistency occur between statements made in the body of this Agreement, any related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement, excluding any exhibits, schedules, attachments, appendices, or any other documents incorporated herein by reference;

- (ii) this Agreement's exhibits, schedules, attachments, and appendices, if any; and
- (iii) any other documents incorporated in this Agreement by reference.

24. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CAREIT CO

By: Alyson Schill
Title: **CEO, Careit**

RECYCLEMORE

Name
Title

ATTEST:

Name, Title



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Peter Holtzclaw - Executive Director
SUBJECT: Careit Outreach Contractor

ACTION REQUESTED:

Consider a MOTION to APPROVE.

BACKGROUND:

In order to use the Careit application to its potential, Tier 1 and 2 commercial edible food generators need to create profiles and log their donations and create donation contracts for SB1383 compliance.

DISCUSSION:

The selected contractor, Nothing Wasted Consulting, has the expertise and experience to provide outreach to the 60 Tier 1 and 22 Tier 2 generators within the jurisdiction to create Careit profiles and establish donation contracts.

FISCAL IMPACT:

Not to exceed \$53,000 over the contract term. \$45,000 in FY 2024/25 and \$8,000 in FY 2025/26

ATTACHMENTS:

[Agenda Item 6.4 - Attachment 1: Nothing Wasted Careit Outreach Project - unsigned](#)
[Agenda Item 6.4 - Attachment 2: Nothing Wasted - Proposal for RecycleMore Edible Food Recovery Outreach Consultant, Sample Work and Exhibit A and B - 032024](#)

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 **Nothing Wasted Consulting** (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

2. DELIVERABLES

CONSULTANT shall perform the Services and will have draft deliverables in coordination between RECYCLEMORE and CONSULTANT.

3. RESPONSIBLE PERSONNEL AND DIRECTION

Melissa Baxter will be charged with the completion of the CONSULTANT'S Services under this Agreement. CONSULTANT shall report to and receive direction from Reka Abraham, Recycling & HHW Program Manager. 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 \$53,000 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 May 15, 2024 through December 31, 2025 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 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

Exhibit B – Fee Schedule

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

RECYCLEMORE

CONSULTANT

By:

By:

Peter Holtzclaw

Melissa Baxter

RECYCLEMORE Executive Director

Nothing Wasted Consulting CEO

Exhibit A

SCOPE OF SERVICES

RecycleMore SB1383 Tier 1 and 2 Careit Outreach Project

Objective: Assist RecycleMore with Senate Bill (SB) 1383 compliance for Tier 1 and Tier 2 generators by providing outreach to all SB1383 Commercial Edible Food Generators (CEFGs) in the RecycleMore service area to inform CEFGs of SB1383 edible food recovery regulatory requirements, introduce the Careit application, create individualized generator profiles for the CEFGs, and establish donation contracts.

Nothing Wasted (Consultant) will review training material provided by Careit to learn to use the application, review RecycleMore's collected data on the jurisdiction's Tier 1 and Tier 2 generators to develop an outreach schedule, identify and contact each CEFG decision maker, explain the software, assist the CEFG with creating a profile, provide basic training, and assist the CEFGs with creating donation contracts or uploading any existing food recovery contracts and data.

Project Goals:

- Attend virtual training provided by Careit to learn how to use the software. Review all Careit provided training and outreach materials.
- Download the Careit app and utilize RecycleMore provided credentials to access administration level generator profiles for Tier 1 and 2 generators within RecycleMore's service area.
- Work with RecycleMore staff to develop an outreach schedule for Tier 1 and 2 generators.
- Work with RecycleMore staff to create an outreach letter to provide to CEFGs to identify team members as consultants of the West Contra Costa Integrated Waste Management Authority.
- Create a letter of acknowledgement to collect business signatures upon refusal of assistance.
- Determine contact information for each CEFG, utilizing data provided by RecycleMore from previous edible food recovery projects, and Contra Costa County Health Inspector reports.
- Contact each CEFG following the outreach schedule to connect with the business' decision maker.
- Provide outreach to CEFGs including information on SB1383 edible food recovery requirements, Careit and its compliance assistance, and how to sign up.
- Assist CEFGs with creating a Careit profile.
- Assist CEFGs with uploading existing edible food recovery contracts and data (if applicable).
- Connect CEFGs with a local food recovery organization to create a donation contract in their Careit profile (if no donation agreements currently exist).
- Train CEFGs on how to set up donations within Careit.
- Utilize Careit to track outreach notes, and Google Sheets to track project progress.
 - Track outreach notes and information within Careit at least weekly and Google Sheets at least monthly to provide RecycleMore with timely updates.
- Meet with RecycleMore monthly via MS Teams, and as needed.

Tasks:

Task 1: Project Kickoff

Task 2: Careit Training

Task 3: Outreach Activities

Task 4: Meetings, Reporting, and Administration

Exhibit B

FEE SCHEDULE

Agreement Not-To Exceed: \$53,000

RecycleMore will not pay Consultant more than \$45,000 for May 15, 2024 through May 15, 2025; and no more than \$8,000 for May 16, 2025 through December 31, 2025.

Reimbursable expenses include mileage costs at the IRS 2024 standard mileage rate.

Nothing Waste Consulting Rate Structure	
	Hourly Rate
Project Director	\$250
Project Manager	\$125
Field Supervisor	\$110
Field Staff	\$100

Task	Budget
1. Project Kickoff	\$1,930
2. Careit Training	\$1,755
3. Outreach Activities	\$30,950
4. Meetings, Reporting, and Admin.	\$15,660

March 20, 2024

Reka Abraham, Program Manager
RecycleMore (West Contra Costa Integrated Waste Management)
3220 Blume Drive Ste. 139
Richmond, CA 94806
rekaa@recyclemore.com

RE: Proposal for Edible Food Recovery Outreach Consultant

Dear Mrs. Reka Abraham:

West Contra Costa Integrated Waste Management (RecycleMore) has requested a proposal from Nothing Wasted Consulting (NWC) to provide outreach services for edible food recovery. The goal of this project is to provide outreach and assistance to Tier 1 and Tier 2 businesses generating excess edible and donatable food.

COMPANY BACKGROUND AND HISTORY

NWC was founded in 2009 initially specializing in greening large events and venues throughout the bay area, East Bay, and Sacramento. Operating as a small privately owned company for 15 years, NWC specializes in assisting garbage haulers, privately owned companies, startups and municipalities with solid waste operations, compliance, technical assistance, and waste characterizations.

For the past 5 years NWC has addressed diversion needs and ensuring compliance with federal and state regulations and requirements. Our clients include(d) City of Sunnyvale, Specialty Solid Waste and Recycling, ReThink Waste, Apple, Sony, City of Mountain View, Ericsson Mobile, California Waste Solutions, Green Waste Recovery, Zanker, City of San Jose, Napa Waste and Recycling, ReGen Monterey, Recycling Center Institute and HCycle.

NWC looks forward to collaborating with you on your post collection agreement consulting services.

Sincerely,



Melissa Baxter
CEO and Founder
Nothing Wasted Consulting
(858) 837-2178
melissa@nothingwastedconsulting.com

LETTER OF INTRODUCTION

Nothing Wasted Consulting
1512 S. De Anza Blvd #126
San Jose, CA 95129
858.837.2178
www.nothingwastedconsulting.com

NWC has been providing environmental consulting services for over 15 years with experience in the public and private sector providing solid waste compliance, technical assistance, conducting waste characterizations and audits, route reviews and providing waste management to large events and venues throughout the State of California. NWC has managed SB 1383 outreach, route review, and waiver efforts throughout San Mateo County under the direction of ReThink Waste as well as the City of Cupertino, Recology San Benito County, Specialty Solid Waste and Recycling, City of Sunnyvale, and Apple, Inc. NWC also provides SB 1383 quarterly sampling to facilities throughout the State of California.

WORK PLAN

Task 1 – Careit Software

NWC will work alongside RecycleMore to understand the needs and ensure that all needs and requirements are being met. NWC will also:

- Attend all training meetings and any additional training requested by RecycleMore.
- Review training internally with NWC team to assure understanding.

Task 2 – Outreach

NWC will work alongside RecycleMore to assure all outreach needs are met through the following:

Kick Off Meeting

- Discuss timeline and expectations.
- Designate the cities to a specific consultant.
- Creating a live Google spreadsheet to track work progress.
- Create consistent messaging, documents, and outreach material with RecycleMore.

Field Work

- Providing on-site outreach to all 70 Tier 1 generators and 21 Tier 2 generators (generators).
- Assessing the generators compliance under the requirements set forth by SB 1383.
- Providing follow up with any additional questions or concerns by the generators.
- Assuring that all generators are successfully integrated into the Careit Software.
- Assisting generators in understanding how to input their organization's information and posting donations.
- Partnering with Food Recovery Organizations and Contra Costa Health Inspectors.
- Researching and vetting appropriate Food Recovery Organizations to partner with the generators.
- Attending weekly and/or biweekly meetings with RecycleMore to address issues.

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(858) 837 -2178

- Conducting a biweekly meeting with the field team and RecycleMore to assure goals and timelines are successfully completed and address any issues in the field.

Task 3 – Compliance

NWC will perform the following upon request:

- Additional inspections with Contra Costa Health Inspectors for generators who do pass the initial inspection.
- Review the requirement thoroughly with the generators for full and complete understanding of their obligations to the requirements.
- Provide additional outreach material.
- Conduct follow-up compliance visits with RecycleMore for generators who fail the follow-up visit by the Contra Costa Health Inspectors.
- Discuss with generators alternative avenues to meet compliance.

CONTRACTOR COST AND STAFFING

NWC’s Standard Fee Schedule and your project priorities. A copy of the schedule and budget is included in **Attachment 1**.

EXPERIENCE AND QUALIFICATIONS

NWC has 15 years in the solid waste industry supporting state and local jurisdictions, businesses, other large consulting firms, and startups. An integral part of our business has been providing technical assistance and outreach to waste management authorities, local jurisdictions, and haulers. Our clients include(d) Tech Company based out of Cupertino, ReThink Waste, Specialty Solid Waste and Recycling, and City of Sunnyvale.

Key Personnel

Melissa Baxter

CEO and Founder



Melissa’s Recent Experience and Key Information	
Education	MBA – Master’s in Business Administration, Cornell University, New York BS – Business Administration and Management, San Diego State University, San Diego
Recent Experience	Tech Company (Based in Cupertino) Solid waste compliance (specifically SB 1383), visual audits and waste characterizations, edible food donation and reporting per county, reusable implementation, centralized waste plans for all campuses in California.

<p>Sony Studios and Production, Los Angeles Solid waste compliance (specifically SB 1383), visual audits and waste characterizations, edible food donation and reporting per county, and reusable implementation.</p> <p>City of Sunnyvale and Specialty Solid Waste & Recycling SB 1383 Implementation and Compliance. (Phases 1, 2, 3), route review and container distribution.</p> <p>ReThink Waste Technical assistance, route view and route Audits for SB 1383 Compliance.</p> <p>California Waste Solutions SB 1383 Compliance and City of Oakland Franchise Review and Compliance</p> <p>Recology San Benito County Conducted SB 1343 commercial and residential technical assistance and outreach, managed franchise agreement.</p>

Melissa has successfully owned and operated Nothing Wasted Consulting since 2009. She has over 15 years of experience in the public and private sector providing solid waste compliance, technical assistance, conducting waste characterizations and audits, and providing waste management to large events and venues throughout the State of California. Her experience as the Waste Zero Manager at Recology gives her a full and complete understanding and knowledge of proposals and contracts, she managed the franchise agreement and SB 1383 requirements between Recology San Benito County and the County of San Benito (Integrated Waste Management Authority). Her experience in managing high performing teams has proved to be beneficial in completing tasks in a timely and efficient manner, especially while working with the Integrated Waste Management department for the City of San Jose, City of Sunnyvale, and as the Waste Zero Manager of Recology San Benito County. Melissa has an MBA from Cornell University. She is a board member for Race to Zero Waste, active member of NCRA and CRRRA and serves on the Cornell Board of Directors for Northern California.

Role: Participate in Tasks 1-3

Melissa will manage tasks 1 – 2 and 3 (upon request)

Kristina Bolam

Project Manager



Recent Experience and Key Information	
Education	A.A. – Video Production Art Institute, Washington
Recent Experience	<p>Tech Company (Based in Cupertino) Conducts waste characterizations, quarterly visual audits on food scraps, organics, recycling, and garbage generated on each campus, produces quarterly report for each campus city (Cupertino, Sunnyvale, San Jose, Santa Clara, Fremont and Milpitas)</p> <p>City of Sunnyvale and Specialty Solid Waste & Recycling SB 1383 Implementation and Compliance. (Phase 1, 2, 3)</p> <p>California Waste Solutions SB 1383 Compliance and City of Oakland Franchise Review</p> <p>ReThink Waste (subcontracted under SCS Engineers) Technical Assistance and Route Audits for SB 1383 Compliance.</p> <p>RecycleSmart (Subcontracted under SCS Engineers) Route Audits for SB 1383 Compliance.</p>

Kristina is currently a Project Manager with Nothing Wasted. She has been working with professional waste management teams since 2017 with experience in sales and team management. Kristina has experience conducting route audits and providing technical assistance and outreach to businesses and jurisdictions such as ReThink Waste, RecycleSmart, StopWaste and Specialty Solid Waste and Recycling. She has also assisted with data collection, report review and writing, public event education as well as manual sorting of incoming recycling, organics, refuse, and residual solid waste streams. Her strength and passion for technical assistance and outreach as well as her attention to details will be useful for the successful completion of the projection.

Role: Project Manager and will participate in Tasks 1 – 2 and 3 (as needed)

Maximillian (Max) Pérez

Field Supervisor



Recent Experience and Key Information	
Education	B.A. – Environmental Studies and Minor in Sustainability, University of Santa Cruz, Santa Cruz
Recent Experience	<p>City of Alameda (Subcontracting under SCS Engineers) SB 1383 Commercial business technical assistance</p> <p>Tech Company (Based in Cupertino) Conducts waste characterizations, quarterly visual audits on food scraps, organics, recycling, and garbage generated on each campus.</p> <p>California Waste Solutions SB 1383 Compliance and City of Oakland Franchise Review</p> <p>ReThink Waste Technical Assistance and Route Audits for SB 1383 Compliance.</p> <p>RecycleSmart Route Audits for SB 1383 Compliance.</p> <p>City of Sunnyvale and Specialty Solid Waste & Recycling SB 1383 Implementation and Compliance. (Phase 1, 2, 3)</p>

Max leads the NWC team in waste characterizations and technical assistance. He has worked with Nothing Wasted for over 3 years and has professional waste management-related experience dating back to early 2019. Both his undergraduate studies and internship experience focused on sustainability within the solid waste management field. Max currently produces quarterly reports for haulers and private entities. He has assisted with data collection, as well as manual sorting of incoming recycling, organics, refuse, and residual solid waste streams. His knowledge and experience include random sampling of mixed material loads, specific material category sorting, data entry related to samples being sorted as well as technical assistance for local jurisdictions. He has also taken on leadership of 4-9 person teams in charge of sorting at waste characterizations and hauling solid waste streams generated at small, medium, and large-scale events throughout the Bay Area, Sacramento, Central Valley, and Los Angeles County.

Role: Participate in Tasks 1-2 and 3 (as needed)

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(858) 837 -2178

Elsie Lopez

Field Staff



Recent Experience and Key Information	
Education	B.A. – Food Marketing and Agribusiness California State Polytechnic University, Pomona
Recent Experience	<p>Tech Company (Based in Cupertino) Conduct waste characterizations and visual audits, establishing food recovery with local food recovery organizations and establishing a weekly family meal with kitchen workers to reduce the amount of leftover food.</p> <p>SGV Coalition of Governments, San Gabriel Valley Conducted site inspections of edible food generation, implemented edible food recovery programs according to SB1383, assessed food waste volume for capacity of diversion to local food recovery organizations.</p> <p>recyclA Franchise, NASA Services/Athens Disposal/Ware Disposal Technical assistance and outreach to local business owners on waste reduction and recycling practices.</p> <p>Waste Characterization Study, CalRecycle Conducted waste characterizations for 13 weeks to capture data on food disposed and recycled from various food generators.</p>

Elsie has worked in the environmental field for over 5 years. She currently assists in waste compliance for the Los Angeles and San Diego campuses/locations for the tech company (based in Cupertino). Her undergraduate studies and field work experience focused on waste reduction (specifically food), business agriculture and sustainability. Elsie currently provides technical assistance to multiple private and public organizations as well as produces reports and manages databases. She has also taken leadership of field teams throughout the State of California and provides Spanish translation to outreach material and technical assistance.

Role: Participate in Tasks 1-2 and 3 (as needed)

Aaron Knight

Field Staff



Recent Experience and Key Information	
Education	High School Diploma
Recent Experience	<p>Coachella and Lightening in Bottle Conducted and managed food, recycling, and garbage reduction to food and artisan vendors and educated the vendor and public on food, recycling, and garbage separation.</p> <p>Freeport Bakery Worked with nonprofit organizations to donate unsold food and set up a program with employees to take a portion of the remaining unsold food.</p> <p>RecycleSmart Route reviews throughout the City of Oakland</p> <p>Apple Conduct waste characterizations.</p>

Aaron has over 8 years of experience in the environmental field. He initially came into the field working at large events and venues but expanded his role to providing technical assistance to vendors. Aaron has extensive experience providing waste reduction to large events and venues and edible food reduction at a local business level. He has also taken leadership on conducting waste characterizations.

Role: Back up Elsie Lopez and potentially participate in Tasks 1-2 and 3 (as needed)

SAMPLES OF WORK

*Tech Company (Based in Cupertino) have required NDA's, anything produced for these companies is not shareable to anyone outside of the organization.

Specialty Solid Waste and Recycling (SSWR) and City of Sunnyvale

<https://sswr.com/>

Project Duration: August – November 2023

Budget \$61,562.50

1. Managed a team of 6 consultants to who conducted food scrap outreach to 473 commercial businesses throughout the City of Sunnyvale
2. Assessed each business for SB 1383 compliance.
3. Managed the Recyclist database and external spreadsheet for Specialty and the City.
4. Conducted weekly meetings to assure the team was on track to complete goals within the timeline set forth by the hauler and City.
5. Provided outreach material and training to owners and employees.
6. Provided innovative solutions to businesses regarding their customers and staff.
7. Conducted additional follow up to problematic businesses.

ReThink Waste

<https://rethinkwaste.org/>

Project Duration: 2022-2023

Budget: \$89,710.76

1. Managed a staff of 3 who conducted site visits to businesses throughout San Mateo County
2. Conducted 2 route audits (1x a year) throughout San Mateo County
3. Updated spreadsheet with completed tasks
4. Utilized Recyclist for site visits.
5. Collaborated with Recology on site visits and targets.
6. Implemented composting.
7. Right sized containers
8. Recommended waivers for businesses who did not meet SB 1383 thresholds.

Technology Company (Based out of Cupertino) Projects

Project Duration: 2022 – Present

Budget: \$319,000 (yearly)

1. Advise on all solid waste compliance matters for the State of California, Washington, Texas, and New York.
2. Conduct quarterly visual audits to all "campuses" throughout Cupertino, Sunnyvale, San Jose, Milpitas, Santa Clara, and Fremont.
3. Advise on right sizing according to the needs of each campus.
4. Conduct TRUE Certification waste characterizations at Cupertino, Sunnyvale, Los Angeles, and San Diego campuses.
5. Recommend edible food organizations to campuses according to County requirements.
6. Developing centralized waste locations throughout all technology company "campuses" in the Bay Area and Los Angeles County:

- a. Reducing the number of service stops by the hauler and producing clean material for the cities and their facilities.
- b. Reviewing franchise agreements and required permitting.
- c. Working closely with the local haulers, jurisdictions, and Local Enforcement Agency (LEA)
- d. Hiring, negotiating, and managing all vendors directly related to this specific project.

REFERENCES

Mary Lindemuth

Environmental Programs Specialist II, City of Sunnyvale
465 W Olive Ave.
Sunnyvale, CA 94086
408.730.7484 (office)
mlindemuth@sunnyvale.ca.gov

Julia Au

Sr. Outreach, Education and Compliance Manager, ReThink Waste
610 W. Elm St., Suite 202
San Carlos, CA 94070
650.802.35096 (office)
jau@rethinkwaste.org

Sea Gill

Global Waste Manager, Cupertino Based Technology Company
530.383.8999 (cell)

NWC is committed and vested in the successful completion of consulting services for post collection agreements. Thank you for the opportunity. Should you require further clarification on this Proposal, please do not hesitate to contact us.

Sincerely,
Nothing Wasted Consulting



Melissa Baxter
Founder and CEO

**ATTACHMENT 1
CONTRACTOR COST AND STAFFING**

Description		Task 1	Task 2	Task 3						Project Total
Role	Name	Rate	Careit Software	Outreach	Compliance	Administrative Time	Biweekly Meetings	Estimated Mileage	Total Mileage (Federal Rate \$0.67)	Cost
Project Director	Melissa Baxter	\$250.00	3	20	10	10	0	800	\$536.00	\$10,536.00
Project Manager	Kristina Bolam	\$125.00	3	120	8	46	16	2100	\$1,407.00	\$16,407.00
Field Supervisor	Maximillian Perez	\$110.00	3	117	8	46	16	2100	\$1,407.00	\$14,277.00
Field Staff	Elsie Lopez/ Aaron Knight	\$100.00	3	117	8	46	16	2100	\$1,407.00	\$13,107.00
Total Cost										\$54,327.00

Final Summary Results Report

Material Characterization Study and Processing Diversion Study Oakland, California Residential Recycling Program

Study Dates: July 10 – 17, 2023

Report Date: August 11, 2023



**CALIFORNIA WASTE
SOLUTIONS**

Study Conducted by



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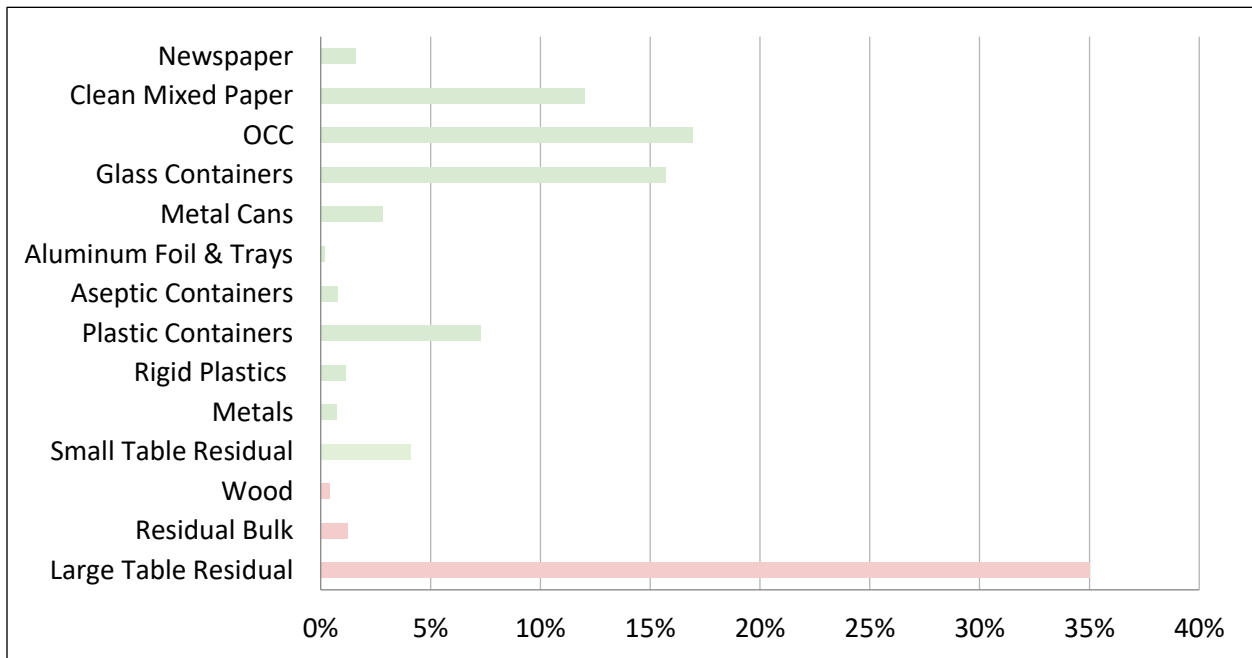
1. Summary

California Waste Solutions (CWS) contracted with Nothing Wasted Consulting (NWC) to conduct their biannual material characterization study and processing diversion study. The first of the two studies for 2023 was conducted from July 10 - 17, 2023 at CWS Wood Street Processing Facility (Wood St.). CWS current agreement with the City of Oakland (City) to service the Oakland residential recycling program which requires the biannual material characterization study and processing diversion study.

For the material characterization study, 54 samples were selected from trucks serving routes in West Oakland, East Oakland, hard-to-service areas (HTS), and multifamily units (MFU). The samples were sorted into eleven (10) recyclable material categories and (4) four residual/non-recyclable materials sorted by residual bulk, large table residual, small table residual and wood.

There was considerable variance in the percentage of each sample that consisted of recyclable materials, with the values ranging from 25% to 89%. The average recyclable percentage for all materials sorted was 57%. Table 1 provides an illustration of the overall composition of the samples.

Figure 1: Composition of All Samples



While the characterization plan was not designed to produce results that were statistically valid for each collection area, a general comparison can be made between the results for the West Oakland and East Oakland routes.

West Oakland: 20 samples, percent recyclable – 74%

East Oakland: 25 samples, percent recyclable – 58%

The processing diversion study was designed to estimate the percent of the materials received at the Wood St. facility that are recovered during normal operations. For this study, fourteen (14) loads from the week of July 10 - 14 were selected from the four (4) service categories. When the loads arrived at the Wood St. facility, the trucks were instructed by the CWS staff to dump the material in the delineated bunker. Tare weights were provided to NWC by CWS daily.

The material accumulated from the 14 loads was processed at the beginning of the shift on Monday, July 17. The results were as follows:

Material processed	104,520 lbs.
Residual bales produced	31,260 lbs.
Glass fraction recovered	21,120 lbs.
Recyclable materials recovered	52,680 lbs.
Percent of processed material recovered	70.61%

2. Material Characterization Study

2.1 Objective

The objective of this study was to characterize the composition of the materials collected by CWS from single and multifamily units in the City of Oakland by sorting randomly selected samples such that the results could be stated as being representative of the characteristics of all materials collected by CWS with at least a 90% confidence level. The components of the samples were classified into three primary categories:

- a. Program materials
- b. Non-program materials recovered
- c. Non-recyclable materials
 - Residual Bulk
 - Large Table Residual
 - Small Table Residual
 - Wood

2.2 Methodology

2.2.1 Location: Wood Street Processing Facility

2.2.2 Sampling Days: July 10 – 14, 2023

2.2.3 Selection of routes to be sampled

The objective was to sample at least 10 loads per sampling day, and no less than 50 loads for the sampling week. The loads to be sampled were selected proportionally, based on the approximate weight of materials received at the Wood Street facility from the two



zones of single-family homes (East and West Oakland), routes serving multifamily residences, and the hard-to-serve routes areas. For the period of January to July 2023, the distribution of incoming materials at Wood St. was as follows:

- West Oakland 33%
- East Oakland 50%
- Multifamily units...14%
- Hard to serve 3%

Based on this distribution, the number of daily and weekly samples selected from each source was as follows:

Figure 2: Distribution of Samples

Source	Percent of Incoming Materials	Weekly Samples	Daily Samples
West Oakland	33%	20	4
East Oakland	50%	25	5
Multifamily	14%	7	1.4
Hard-to-serve	3%	2	0.4
Total		54	

The loads from each source to be sampled daily were selected by assigning a random number to each route for all the sampling days, and then sorting the random numbers in numerical order. For the West Oakland routes, the first four (4) routes in the sort order were selected each day. For the East Oakland routes, the first five (5) routes in the sort order were selected for each sampling day.

For the multifamily routes, the first route in the sort order was selected. Since route 703 was not selected through the process, loads from route 703 were sampled from the two days on which it was assigned the lowest random number, so that a total of seven multifamily routes were sampled for the week.

The route numbers for the hard-to-serve areas were assigned a set of random numbers for all sampling days. These random numbers were sorted, and the first two route-day combinations in the sort were selected for sampling.

The weekly sampling plan for the week was as follows:

Figure 3: Routes Selected for Sampling

Source	Monday	Tuesday	Wednesday	Thursday	Friday
West Oakland	6W	4W	1W	11W	11W
	5W	9W	8W	3W	9W
	10W	5W	4W	6W	8W
	1W	2W	9W	9W	1W
East Oakland	14E	9E	13E	7E	8E
	E16	16E	8E	2E	13E
	8E	12E	6E	13E	9E
	2E	8E	9E	14E	3E
	1E	2E	7E	1E	2E
Multi-Family	702	704	704	705	704
		703		703	
Hard to Serve	707				H01
Number of Samples	11	11	10	11	11

A total of 54 loads were selected for sampling. Each morning of the sample week the route assignments for each collection truck were obtained from the CWS dispatcher. A truck/route selection form was prepared so that the loads designated for sampling that day could be identified by truck number. A copy of the forms was provided to the CWS yard manager and the City of Oakland’s consultant representative (SCS Engineers).

2.2.4 Method of Sorting Samples

Appendix 2 describes our selection and sorting process. Appendix 3 is a visual representation of the load divided into 8 subsections.

2.3 Results

2.3.1 Sample Weight

A loader from the facility was assigned to NWC for the entirety of the waste characterization. NWC designates the two random subsections for the loader to pull material from. The loader fills a 3 cubic yard front load dumpster to capacity and weighs the material at the scale. If material exceeded 200 lbs., the loader would remove the excess weight by utilizing a rotating loader to remove material until a weight of 150 – 200 lbs. had been met. Details on the weights of the samples for sorting are provided in Appendix 1.

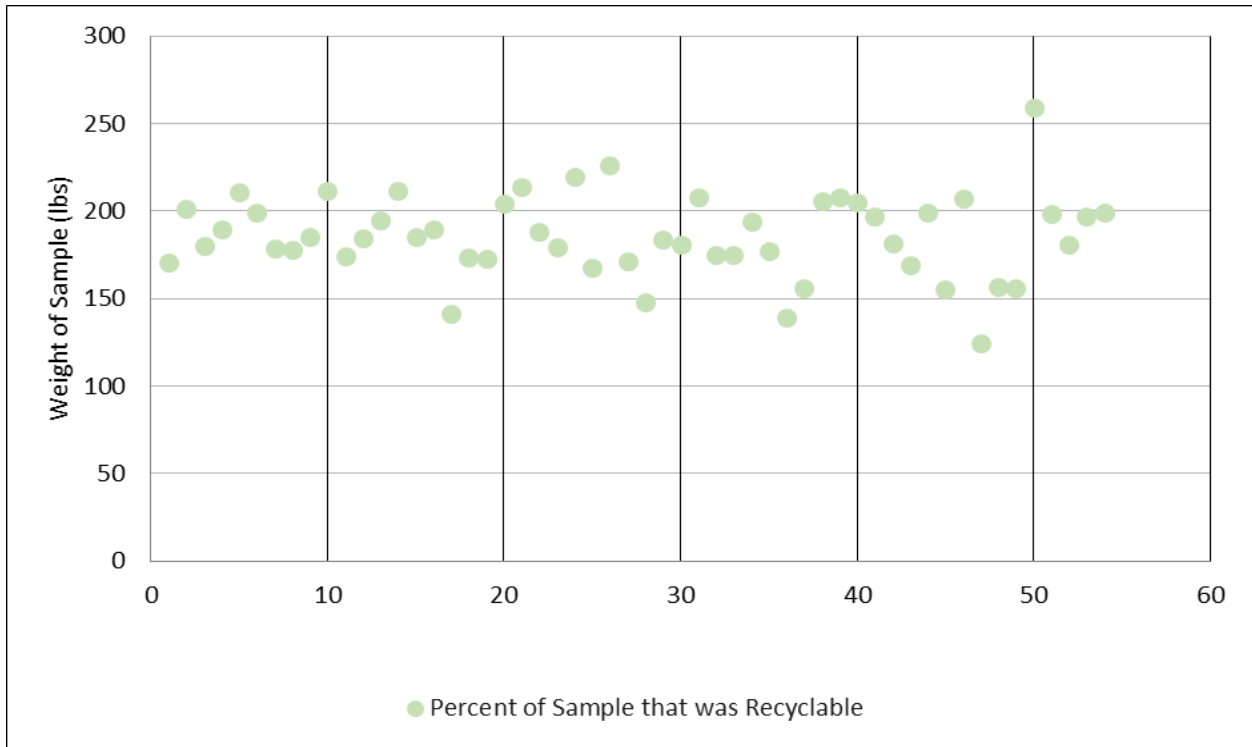
For this study, we attempted to select samples of generally equal volume and then sort all materials in the samples. The average weight for all samples was 185.79 lbs.

Figure 4 provides a comparison of the percent of recyclable materials in a sample to the weight of the sample.



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Figure 4: Comparison of Sample Weight and Percent to Sample That Was Recyclable



2.3.2 Sorting of Samples

The first step in the sorting process is the removal of all large items such as cardboard and unopened bags from the sample in order emulate the activity of the pre-sort line of the facility. The sort crew were all assigned different category streams to focus on.

The sort crew was instructed to sort samples down to the <2" inch size. The table residual consisted primarily of food and other organic material, materials contaminated with food, pieces of paper, shards of glass, small pieces of miscellaneous plastics, and film plastic. Appliances or toys with electrical components were also included in the table residuals. Any item of question was confirmed with CWS.

2.3.3 Composition of Sampled Material

The following figures present the results of the characterization study. The results for the days of the week and areas of the city are presented for information purposes only and are not necessarily statistically representative since the number of samples for these categories was insufficient for such an analysis.



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Figure 5: Composition of All Samples

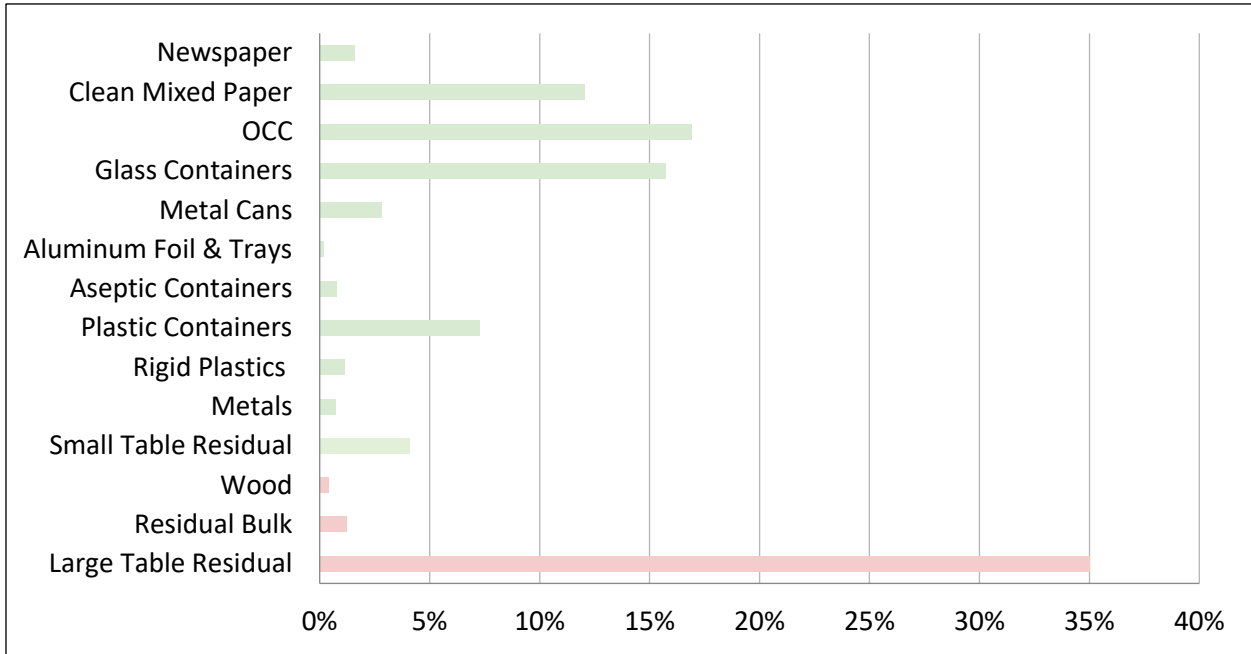


Figure 6: Composition by Day of the Week

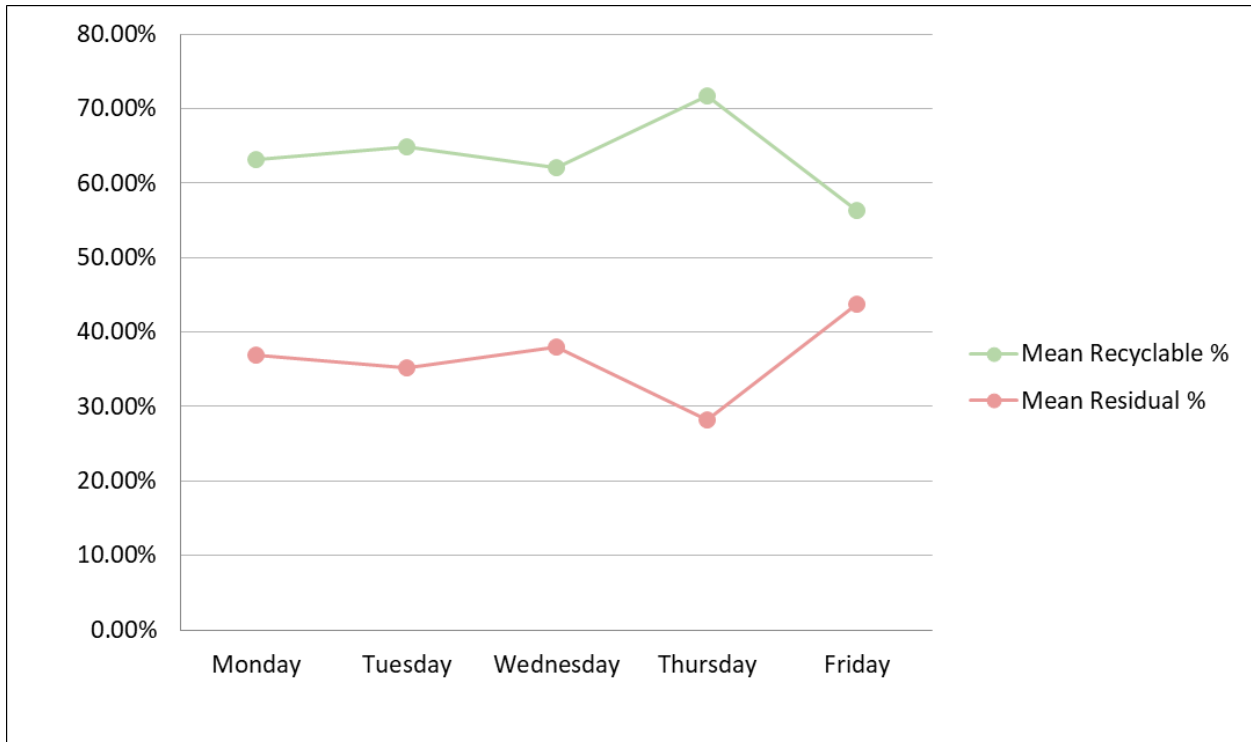
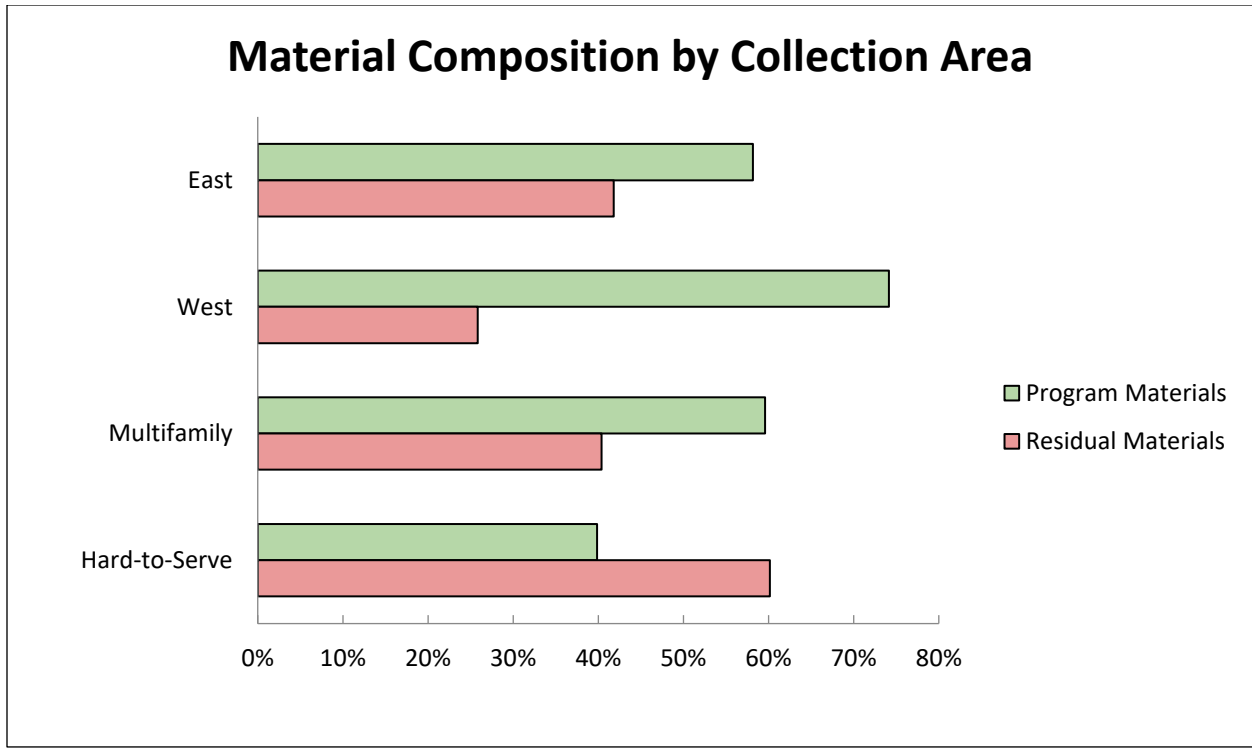


Figure 7: Composition Details – All Samples

Material Types	Mean	Std Deviation	Lower Limit	Upper Limit
Newspaper (Total)	1.60%	0.0209	0.97%	2.23%
Clean Mixed Paper (Total)	12.04%	0.057	11.87%	12.21%
OCC (Total)	16.94%	0.1056	16.62%	17.26%
Glass Containers (Total)	15.72%	0.0844	15.47%	15.97%
Metal Cans (Total)	2.82%	0.0134	2.78%	2.86%
Aluminum Foil & Trays (Total)	0.17%	0.0014	0.17%	0.17%
Aseptic Containers (Total)	0.77%	0.0075	0.75%	0.79%
Plastic Containers (Total)	7.30%	0.0228	7.23%	7.37%
Total Program Materials	57.36%	0.1753	56.83%	57.89%
Rigid Plastics (Total)	1.14%	0.0128	1.10%	1.18%
Metals (Total)	0.72%	0.0124	0.68%	0.76%
Small Table Residual (Total)	4.10%	0.0508	3.95%	4.25%
Wood (Total)	0.43%	0.0128	0.39%	0.47%
Total Non-Program Materials	6.39%	0.053	6.23%	6.55%
Residual Bulk (Total)	1.23%	0.0326	1.13%	1.33%
Large Table Residual (Total)	35.03%	0.1591	35.51%	34.55%
Total Residual	36.25%	0.1563	35.78%	36.72%

Figure 8: Composition by Collection Area



3. Processing Diversion Study

3.1 The objective of this study was to estimate the percentage of the materials processed by CWS that is diverted from landfill disposal.

3.2 Facility Inspection

An inspection of the Wood Street facility was conducted on Monday, July 17 by SCS Engineers, the City’s consultant. The purpose of this inspection was to observe and document the typical operating conditions and staffing levels of the facility.

3.3 Selection of Materials and Routes for the Study

During the sampling week, randomly selected loads were unloaded in a designated area of the facility tipping yard. This area was delineated with existing cardboard bales, in the shape of a bunker, only intended for accumulated materials from the designated loads. The sampling plan was designed to collect approximately 60 tons of materials from the areas serviced by CWS.

3.3.1 The percentages of materials received at CWS from each area were used to estimate the quantity of materials that should be selected from each area for the study.



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Figure 9: Distribution of Loads Selected for the Processing Diversion Study

Source	Percent of Incoming Materials	Tons for the Study (Rounded Up)
West Oakland	33%	20
East Oakland	50%	30
Multifamily	14%	9
Hard-to-serve	3%	2
Total		61

3.3.2 To determine the number of loads required from each source, the average weight of the loads from each source was used.

Figure 10: Number of Loads Selected from Each Area

Source	Average Load Weight (tons)	Tons for the Study (Rounded Up)
West Oakland	5.35	4
East Oakland	5.35	6
Multifamily	5.32	2
Hard-to-serve	2.17	1
Total		13

3.3.3 The loads for the study were selected by assigning random numbers to lists of all loads from each source for the week, and then sorting each list by the random numbers. For the West Oakland routes, the first four (4) loads in the sort order were selected. For the East Oakland routes, the first six (6) loads in the sort order were selected. For the multifamily routes, the first two loads in the sort order were selected, and for the loads from the hard-to-serve areas, the first load in the sort order was selected.

Some of the loads initially selected were also selected for the material characterization study. Because the loads for the processing diversion study would be tipped in a separate section of the yard, it would have been difficult to retrieve samples from the loads for the material characterization study. Therefore, substitute loads for the processing diversion study were by picking the next route in the random number sequence from the same collection day. Substitute routes were predetermined by CWS.

The following table lists the original routes selected for sampling and the substitute routes were selected to avoid routes that would also be sampled for the material characterization study.

Figure 11: Final Route Selection List

Original Route	Substitute Route	Day	Avg Load Wt.
2E	Not Received	Mon	5.35
3W		Mon	5.35
706 (HTS)		Tues	2.17
11E		Tues	5.35
4W	7W	Tues	5.35
7E		Tues	5.35
6W		Wed	5.35
7E	2W	Wed	5.35
7W		Wed	5.35
704	10E	Thurs	5.32
705	704	Thurs	5.32
13E	702	Thurs	5.35
1E	11E	Fri	5.35
-	10E	Fri	
-	4E	Fri	
Estimated week total tons			66.31

3.4 Recording of Route Weights

Truck tare weights were provided daily by CWS. The driver was then directed by the CWS staff to unload in the delineated holding area for the study.

On Monday, July 10 an operational issue occurred at the end of the day where the facility could no longer accept trucks based on capacity. There was a miscommunication regarding truck diversion from the Wood St. facility to the 10th street facility. Route 2E arrived later in the afternoon when the facility could no longer accept any incoming trucks.

Figure 12: Material Collected for Processing Diversion Study

Date	Truck	Route	Net Weight	Net Weight (tons)
10-Jul	112	3W	8880	4.44
11-Jul	307	706 (HTS)	4080	2.04
11-Jul	128	11E	10520	5.26
11-Jul	146	7W	6920	3.46
11-Jul	136	7E	10840	5.42
12-Jul	142	6W	8300	4.15
12-Jul	106	2W	7780	3.89
12-Jul	146	7W	7300	3.65
13-Jul	122	10E	9160	4.58
13-Jul	305	704	10520	5.26
13-Jul	303	702	9040	4.52
14-Jul	128	11E	9000	4.5
14-Jul	122	10E	1640	0.82
14-Jul	126	4E	7480	3.74
			Total lbs accumulated	111460
			Total tons accumulated	55.73

3.5 Processing of Collected Materials

The materials accumulated for the study were processed beginning at 6:45 am on Monday, July 17. Prior to beginning the processing, the conveyors, hoppers, and residual bunkers of the facility were cleared, and the bins used to accumulate the glass fraction and any residual materials were emptied.

Approximately five (5) hours were required to process the 52 tons of material that had been accumulated for the study.

3.6 Data Collection

The approach to this study was to measure the quantity of all the recyclable commodities produced from the accumulated materials, including the glass fraction, and then divide these quantities by the total weight of the accumulated materials processed to determine the diversion rate for all the materials being processed. The weights of the residual/non-recyclable materials were also recorded for reference.

As the materials were being processed, the bins used to accumulate the glass fraction were weighed as they were filled, prior to being dumped into the glass bunker. Two bins were used and the tare weights of each were recorded with the gross weights. Similarly, two separate bins were used to weigh aluminum cans as they were filled, prior to being dumped into the aluminum bunker.



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As the material was being processed, the bunkers used to store sorted materials were cleared into the baler feed conveyor and baled once the bunkers had filled up. This occurred multiple times throughout processing for the mixed residue, paper, and cardboard bunkers. For HDPE, PET, and tin cans, there was only enough material for one bale each with some loose material left over. This loose material was scooped up and added to an empty bin and weighed and added as part of that commodity's total. Rigid plastic and scrap metal were collected similarly to the loose material by being scooped into an empty bin and weighed instead of baled.

The glass fraction consisted primarily of broken glass, small pieces of paper and plastic, food waste, dirt, and other inert materials. This product is removed from the facility by a company retained by CWS. The company representatives have indicated that 100% of this product is diverted from disposal. Baled residual from the facility is transported to a local landfill and disposed of.

The results of the processing diversion study are provided in Figure 13.

Figure 13: Data Collected from the Processing Diversion Study

Material	Weight (lbs)	Tons	Quantity	Percentage
Total Material Processed	104,520	52.26	14 Inbound Trucks	100.00%
Mixed Residue	30,720	15.36	19 Bales	29.39%
Glass Fraction	21,120	10.56	19 Bins	20.21%
Other Recyclable Materials	52,680	26.34	38 Bales & 10 Bins	50.40%
Total Recovered Materials	73,800	36.9	38 Bales & 29 Bins	70.61%

4. Analysis of the Study Data

4.1 Incoming Material Characterization

The analysis of the sampling results yielded these parameters:

- Weight of all samples sorted..... 10,032.6 lbs.
- Weight of program materials sorted..... 5,754.8 lbs.
- Weight of other recyclable materials sorted..... 186.6 lbs.
- Weight of all recyclable materials sorted..... 6,352.6 lbs.
- Weight of small table residuals..... 411.2 lbs.
- Weight of large table residuals.....3,514 lbs.
- Weight of bulk residuals..... 123 lbs.
- Mean percent of all materials sampled that were:
 - Program materials 57.37%
 - Non-program materials recycled by CWS 1.86%



Program and non-program recyclable materials 63.61%
Non-recyclable residual materials 36.65%

Standard deviation of the sample recyclable percents0.1753
A measure of the variability of the sample results

Confidence Interval 0.6%
This parameter is based on the standard deviation and can be used to estimate how closely the sample mean (percent of sampled material that was recyclable) approximates the percent of all material collected by CWS that is recyclable. This confidence interval was calculated based on a 95% confidence level.

Lower and upper confidence interval 56.8% to 57.9%
The percent of all material collected by CWS that is recyclable is fixed, but unknown. The purpose of the sampling plan was to develop a reasonably accurate estimate of that percent. Based on the results of the sampling, we can be 95% confident that the percent of all materials collected by CWS that are recyclables is between 56.8% and 57.9%. There is a 5% chance that the actual percent is outside of that range.

There is no universally accepted standard for determining the acceptability of a standard deviation. The important factors for this sampling plan are that:

- Random selection of routes was designated for sampling
- The selection of samples from each load was randomized
- There was no bias introduced by manually pulling from the sample
- Every sample was sorted completely

The overriding conclusion that can be drawn from the sample results is that there is considerable variability in the quality of the recyclable materials collected in the city. There was not enough sufficient data to exhibit a statistically significant difference among the collection areas and the days of the week.

4.2 Processing Diversion Study

The facility inspection was conducted by SCS Engineers.

At the conclusion of the processing test conducted by NWC, approximately 29.39% of the processed material was recorded as non-recyclable/mixed residue.

4.3 Comparison of Study Data

To determine compliance with the material diversion standard in the CWS-City of Oakland agreement, the results of the material characterization study must be compared with the



results of the processing diversion study. To do so, an adjustment of the study results is required for the following reasons:

- a. Glass containers were one of the categories sorted for the material characterization study and represented 15.72% of all the materials sorted. However, CWS combines whole glass containers with glass fraction material (small table residue) and is processed by Strategic Materials.
- b. Loose food waste, small pieces of paper and plastic, dirt and miscellaneous inert materials were included in the small table residual during the material characterization study. Most of these materials become part of the glass fraction recovered by CWS.

During the material characterization study, bags were not opened (to emulate the sort line) and placed directly into large table residual when in the 2016 study the unopened bags were placed in bulk residual.

Small electrical appliances were also categorized as table residual during the material characterization study while medium to large size appliances were categorized as residual bulk. When processed through facility, the smaller electrical appliances would likely become part of the residual bales. However, only small quantities of these appliances were found during the material characterization study.

Figure 14: Suggested Method of Comparing Study Results

Material Characterization		Processing Diversion Study			
Materials Sorted		10,032.60	Materials processed		104,520
Newspaper Mixed Paper OCC Glass Containers Metal Cans Aluminum Foil & Trays Aseptic Containers Plastic Containers Rigid Plastics Metals			Newspaper Mixed Paper OCC Glass Containers Metal Cans Aluminum Foil & Trays Aseptic Containers Plastic Containers Rigid Plastics Metals		
Subtotal			Subtotal		
Recovered	59.65%	5,984.40	Recovered	50.40%	52,680
Small Table Residual	4.10%	411.2	Glass Fraction	20.21%	21,120
Total Materials available for recovery	63.75%	6395.6	Total recovered	70.61%	73,800



4.4 Calculation of the Material Diversion Rate

Using the results of the suggested method illustrated in Figure 14, the values for the formulas in Section 8.01.3 of Exhibit 7 Attachment A of the agreement are:

Quantity of materials received at CWS, January – July 2023.....	23,301 tons
Percent of materials that are recoverable, from the material characterization study.....	63.35%
Percent of materials recovered during the processing diversion study	70.61%
Calculated percent of received materials that were recoverable: $23,301 \times 63.35\%$	14,761 tons
Calculated percent of received materials that should have been recovered: $23,301 \times 70.91\%$	16,523 tons
Material diversion rate: $16,523 \div 14,761$	89.33%

APPENDIX 1

SAMPLE DETAIL

Sample	Date	Route	Area	Truck	Weight	Percent Recyclable
1	10-Jul	707	HTS	301	170.2	24.79%
2	10-Jul	W1	West	102	201.4	80.73%
3	10-Jul	702	MFD	303	179.8	77.64%
4	10-Jul	W5	West	143	189.8	61.75%
5	10-Jul	E8	East	129	210.4	40.40%
6	10-Jul	W10	West	144	199	84.52%
7	10-Jul	E1	East	133	178.4	60.09%
8	10-Jul	W6	West	142	177.6	83.67%
9	10-Jul	E14	East	138	185	58.59%
10	10-Jul	E2	East	105	211.2	58.90%
11	11-Jul	704	MFD	305	173.8	70.66%
12	11-Jul	703	MFD	141	184.6	72.70%
13	11-Jul	W9	West	141	195	88.82%
14	11-Jul	W4	West	137	211.2	78.60%
15	11-Jul	E10	East	122	185.40	40.13%
16	11-Jul	W5	West	143	189.8	74.39%
17	11-Jul	E14	East	138	141	70.92%
18	11-Jul	E16	East	135	173.6	56.11%
19	11-Jul	W2	West	105	172.8	73.61%
20	11-Jul	E12	East	124	204.2	48.29%
21	11-Jul	E2	East	125	213.6	38.48%
22	12-Jul	704	MFD	305	187.8	39.62%
23	12-Jul	11E	East	128	179.2	45.65%
24	12-Jul	9W	West	140	219.4	78.12%
25	12-Jul	1W	West	102	167.6	82.46%
26	12-Jul	10E	East	122	226.4	49.56%
27	12-Jul	4W	West	121	171	84.09%
28	12-Jul	8W	West	147	147.8	78.62%
29	12-Jul	6E	East	127	183.6	62.09%
30	12-Jul	8E	East	129	180.6	74.75%
31	12-Jul	E2	East	125	207.8	53.13%
32	12-Jul	E4	East	126	175	34.06%



33	13-Jul	705	MFD	139	175.2	60.05%
34	13-Jul	W9	West	140	193.6	75.83%
35	13-Jul	703	MFD	304	177.4	48.70%
36	13-Jul	W3	West	112	139.2	70.55%
37	13-Jul	W11	West	141	156.2	80.03%
38	13-Jul	E7	East	136	205.6	80.35%
39	13-Jul	W6	West	142	208	78.56%
40	13-Jul	E8	East	129	204.6	69.60%
41	13-Jul	E2	East	106	196.6	67.65%
42	13-Jul	E14	East	138	181.8	82.40%
43	13-Jul	E4	East	126	169	75.38%
44	14-Jul	704	MFD	305	198.8	47.89%
45	14-Jul	HO1	HTS	131	155.2	54.90%
46	14-Jul	1W	West	102	206.8	70.70%
47	14-Jul	9W	West	141	124.6	59.71%
48	14-Jul	9E	East	130	156.4	65.73%
49	14-Jul	12E	East	124	156	46.28%
50	14-Jul	8E	East	129	258.8	41.65%
51	14-Jul	5W	West	143	198.4	57.96%
52	14-Jul	3E	East	123	180.8	71.13%
53	14-Jul	2E	East	145	196.6	63.28%
54	14-Jul	8W	West	147	199	40.40%

APPENDIX 2

PROCEDURE FOR SELECTING AND SORTING SAMPLES FOR THE MATERIAL CHARACTERIZATION STUDY

Selection of Samples:

1. Loads were preselected prior to the start of the sampling period.
2. Upon arrival at the facility, CWS staff would direct the driver to the unloading delineated area on the tipping floor.
3. NWC visually segregated the load into 8 subsections (See appendix 3)
4. NWC utilized Google random number generator tool to choose 2 subsections.
5. The loader was instructed to “grab” 150 - 200 pounds.
6. The loader weighs the material, and the NWC deducts the tare, records the weight, and labels the container with the sample number, weight, and date.
7. The loader delivers the container to the sorting area to be placed onto the sorting table or held until the previous sample is completed.

Sorting of Samples:

Each sample was photographed prior to being sorted. Six (6) individuals (sorters) separated the material into the designated categories. After the samples were sorted, the weight of the materials in each category was recorded.

The method of sorting was as follows:

- a. All bulky material is removed first and placed into designated containers leaving the remaining large material to be sorted.
- b. Four (4) sorters focused on a specific category and sorted into 5 gallon or smaller containers housed on the table.
- c. Two (2) floaters circle the table as the smaller containers fill up, collect the containers, conduct quality control measures, and place them into the designated totes.
- d. Once all the material from the table is sorted, quality control measures are conducted twice, once by the field supervisor and once by the lead sorter.
- e. The totes are collected and lined up in order of data collection sheet (see Appendix 5)
- f. Field supervisor weighs each material category separately, conducts an additional quality control measure, takes a picture, records the weight, and records the tare of the tote on a live Google sheet.

Material Categories

Program Materials

Material	Notes and Examples
Newspaper	Newspaper and advertising inserts
Mixed paper	White and colored paper, magazines, telephone books, chipboard, junk mail, high grade paper, egg cartons, shopping bags
Corrugated cardboard	Uncontaminated
Glass bottles and jars	Uncontaminated and empty
Metal cans	Ferrous, non-ferrous, bi-metal containers, empty aerosol containers
Aluminum foil and trays	Uncontaminated
Aseptic food containers	Milk and juice cartons, soup and juice boxes
Plastics	Narrow-neck rigid food and beverage containers, non-bottle rigid plastics

Additional Materials Recycled by CWS

Material	Notes and Examples
Metals	Miscellaneous ferrous metals, pots and pans, propane tanks, helium tanks, fire extinguishers
Large rigid plastics	Water bottles, milk crates, durable plastics

Non-recyclable Materials

Material	Notes and Examples
Non-recyclable materials	Recyclable materials contaminated with food, oil, or other materials, hangers, film plastic, polystyrene, wood, etc.

1. Guidelines for Classifying Materials as “non-recyclable”

The following guidelines were used to determine whether a particular piece of material from the above list will be recyclable.

- 1.1 Material is recyclable only if any contamination on the material is easy to wash without destroying the piece of recyclable material itself. Examples of contamination that cannot be washed easily include oil contamination on paper, paint contamination on any material, presence of any toxic material, or dried-out solids inside a glass or plastic bottle.
- 1.2 Material is not recyclable if 10% or more of its weight is composed of contaminant. Rather than the primary recyclable material itself. For example, bottles or plastic containers containing food or other material in more than trace amounts will not be considered recyclable.
- 1.3 Material is not recyclable if it is shredded in such a way that it is impractical to

process it for recycling. For example, finely shredded office paper will not be considered recyclable.

- 1.4 Material is not recyclable if it arrives mixed with other materials (recyclable or not) and it is impractical or difficult to separate them. For example, if aluminum cans arrive packed inside a closed tin, neither the aluminum cans nor the tin cans will be considered recyclable.

Any piece of material that was rejected from being considered recyclable was counted as garbage/residual. In addition, the materials listed below were counted as non-recyclable.

Non-recyclable Paper: Blueprint paper, Carbon paper, Contaminated newspaper (with grease, pet waste, or paint), Facial tissue, Foil gift wrap, Foil-wrapped beverage containers, Frozen food packaging, Frozen juice cartons (cardboard portion), Hard cover books, Padded, plastic or Tyvek™ envelopes, Paper napkins, Paper take-out containers, Paper towels, Personal hygiene products, Photographs and photo paper, Pizza boxes, Stickers (in sheets or rolls), Thermal fax paper, Wax paper.

Non-recyclable Plastic: Bubble wrap, Cellophane or snack food bags (e.g. pasta, bagged salad, candy, cookies), Credit Cards, Disposable razors, Frozen-food bags or pouches, Hoses (e.g. car, garden, appliance), Microwave trays, Ointment tubes, Plastic or wax liners from food packaging, Plastic utensils, Plastic wrap, Plastics without numbers 1-7, PVC pipes or tubing, Straws, Swimming pools, Syringes (sharps), Tarps, Toothpaste tubes, Toys, Webbing from lawn furniture.

Non-recyclable Metal: Aerosol cans not empty, Bolts, Car parts with hazardous waste, Contaminated cans (with dirt, rocks, or food), Engine parts, Gas tanks, Hangers, Keys, Metal hoses, Nails, Nuts, Screws.

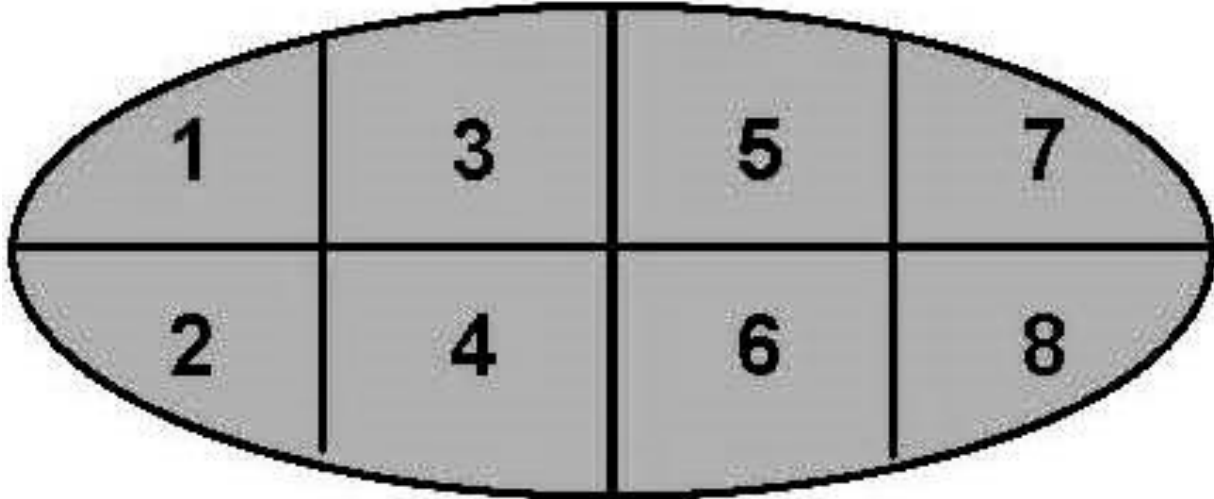
Non-recyclable Glass: Blue glass, Ceramics, Coffee mugs, Cookware (e.g. Pyrex™), Dishware, Drinking glasses, Glass art, Light bulbs (fluorescent or electronic), Lead wrapping and corks from wine bottles, Mirrors, Windows.

Mixed Materials: Paint cans, toys, appliances, and other materials that consist of multiple materials such as plastic, metal, and paper.

Materials Containing Electronics: Kitchen appliances, Toys with electric motors or components, Audio components and appliances, Cellular phone.

APPENDIX 3

8 Subsections Used for Sample Selection



APPENDIX 4

Processing Diversion Study Data Recorded

1. Data Collection: July 10 – 17, 2023
2. Date facility inspection: Conducted by SCS Engineers
3. Date of Test: July 17, 2023
4. Facility Staffing: Conducted by SCS Engineers
5. Equipment Settings: Conducted by SCS Engineers
6. Glass Fraction Recovered on July 17: Bin gross weight (lbs.)

Bin #	Gross (lbs)	Tare (lbs)	Net (lbs)
1	1,800	480	1,320
2	1,280	380	900
1	1,460	480	980
2	1,280	380	900
1	1,160	480	680
2	1,340	380	960
1	1,620	480	1,140
2	1,780	380	1,400
1	1,880	480	1,400
2	1,620	380	1,240
1	1,800	480	1,320
2	1,580	380	1,200
1	1,460	480	980
2	1,460	380	1,080
1	1,760	480	1,280
2	1,860	380	1,480
1	1,880	480	1,400
2	1,660	380	1,280
1	660	480	180
		Total Recovered	21,120

7. Residual Bales Produced on July 17

Number of Bales	Weight (lbs.)
19	30,720

8. Results of Processing Diversion Study

Material	Weight (lbs)	Tons	Quantity	Percentage
Total Material Processed	104,520	52.26	14 Inbound Trucks	100.00%
Mixed Residue	30,720	15.36	19 Bales	29.39%
Glass Fraction	21,120	10.56	19 Bins	20.21%
Other Recyclable Materials	52,680	26.34	38 Bales & 10 Bins	50.40%
Total Recovered Materials	73,800	36.9	38 Bales & 29 Bins	70.61%

APPENDIX 5

Field Data Sheet

Sample				
Date Sampled				
Route Info	Route	Area	Truck	
Scaled Weight				
Date Sorted				
Time Sorted				
	Gross	Tare	Net	%
Newspaper			0	0.00%
Newspaper			0	0.00%
Newspaper (Total)			0	0.00%
Clean Mixed Paper			0	0.00%
Clean Mixed Paper			0	0.00%
Clean Mixed Paper (Total)			0	0.00%
OCC			0	0.00%
OCC			0	0.00%
OCC (Total)			0	0.00%
Glass Containers			0	0.00%
Glass Containers			0	0.00%
Glass Containers (Total)			0	0.00%
Metal Cans			0	0.00%
Metal Cans			0	0.00%
Metal Cans (Total)			0	0.00%
Aluminum Foil & Trays			0	0.00%
Aluminum Foil & Trays			0	0.00%
Aluminum Foil & Trays (Total)			0	0.00%
Aseptic Containers			0	0.00%
Aseptic Containers			0	0.00%
Aseptic Containers (Total)			0	0.00%
Plastic Containers			0	0.00%
Plastic Containers			0	0.00%
Plastic Containers			0	0.00%
Plastic Containers (Total)			0	0.00%
Rigid Plastics			0	0.00%
Rigid Plastics			0	0.00%
Rigid Plastics			0	0.00%
Rigid Plastics (Total)			0	0.00%
Metals			0	0.00%
Metals			0	0.00%
Metals			0	0.00%
Metals (Total)			0	0.00%
Wood			0	0.00%
Wood			0	0.00%
Wood (Total)			0	0.00%
Residual Bulk			0	0.00%
Residual Bulk			0	0.00%
Residual Bulk			0	0.00%
Residual Bulk (Total)			0	0.00%
Large Table Residual			0	0.00%
Large Table Residual			0	0.00%
Large Table Residual			0	0.00%
Large Table Residual (Total)			0	0.00%
Small Table Residual			0	0.00%
Small Table Residual			0	0.00%
Small Table Residual			0	0.00%
Small Table Residual (Total)	0	0	0	0.00%
Totals	0	0	0	0.00%
Visual Characterization & Notes				

Sample Work

Attention: Tim Dewey-Mattia
Tim@naparecycling.com

Final Summary of Results

SB 1383 Transfer/Processing Facility and Operation
Requirements Sampling

Fourth Quarter - 2023



Napa Recycling
and Waste Services

Melissa Baxter

1/8/2024





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Exhibit 1. Fourth Quarter 2023 Sampling Schedule.....	9
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Appendix A – Sample Detail

Appendix B – Definition of Material Types

Appendix C – Field form

Appendix D – Calculation Methodology

Overview

Napa Recycling (Napa) contracted with Nothing Wasted Consulting (NWC) to conduct SB1383 Quarterly Sampling Events for Transfer/Processing Facilities. NWC sampled organic material for the third quarter leaving the facility for 10 consecutive days. Organic material comprised of mixed paper (ONP), old corrugated cardboard (OCC), processed yard waste, organics mixed residue, mixed residue destined for landfill, gray waste and biomass. Each organic sample was sorted into two material types:

- Incompatible Material
- Organic Material

Each residue sample was sorted into two material types:

- Non-Organic Material
- Organic Material

This document describes the field procedures for the Fourth Quarter 2023 Sampling conducted November 27 – December 7, 2023, and presents a summary of results.

Characterization Methods

Selecting the Samples to Be Sorted

NWC worked with Napa over a consecutive 10-day period to randomly select material for sampling. The selected load was directed to dump into a designated area. One 200 lbs. sample was selected from the designated material and was obtained as follows:

1. The loader was directed to bring a bale or lose material from the designated load
2. Bale was broken open (if applicable)
3. 200 plus lbs. was then removed from bale or from designated load area
4. The loader and NWC would verify the material met the minimum weight threshold
5. The loader placed sample onto table

For gray waste evaluation, the material was obtained as follows:

1. Material from the following jurisdictions were collected: City of Napa, Napa County, City of Vallejo, and City of American Canyon
2. The loader mixed material from all jurisdictions
3. A random subsection was chosen for the 200 lb. sample
4. Loader and NWC would verify the material met the minimum weight threshold
5. The loader placed sample onto table

Manual Sorting Process

Each sample was placed on a sorting table and separated by hand into the two material types. Separated materials were collected in containers dedicated to each material type. Material less than three inches were classified (unless easily identifiable) as incompatible for organic material and non-organic material for residue.

Weighing

For each sample, the Field Supervisor reviewed the sorted material for quality and assurance before the containers were weighed using a pre-calibrated scale and recorded the weight, in real time, for each category to a Google Sheet.

After the entire sample had been sorted, weighed, and recorded, the sorted materials were aggregated for disposal and the sorting area swept clean.

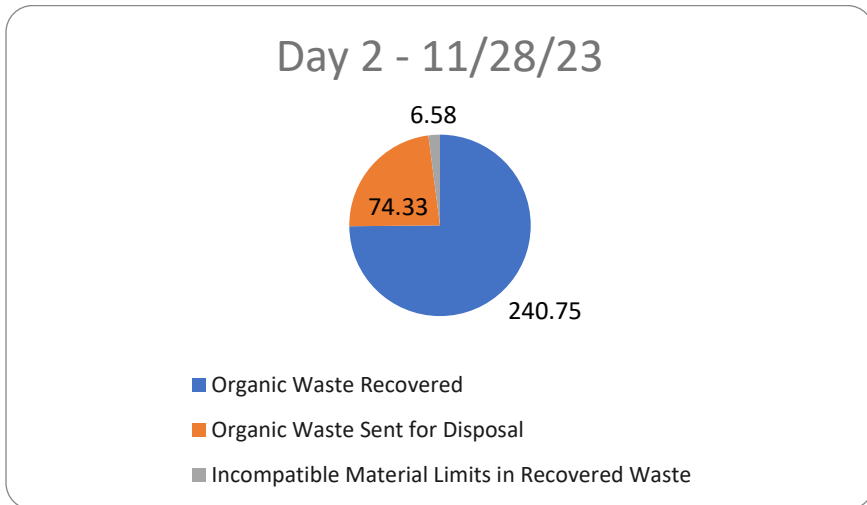
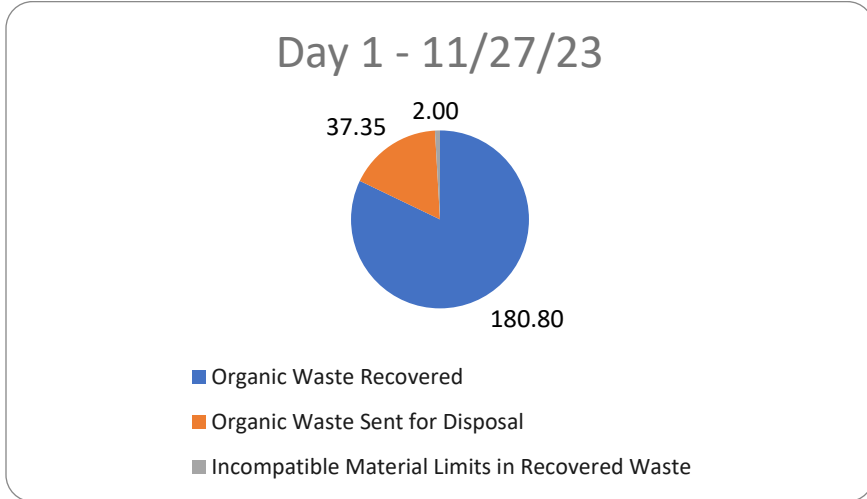


Summary of Results

The table exhibits the daily outbound tonnage (Submit to CalRecycle)

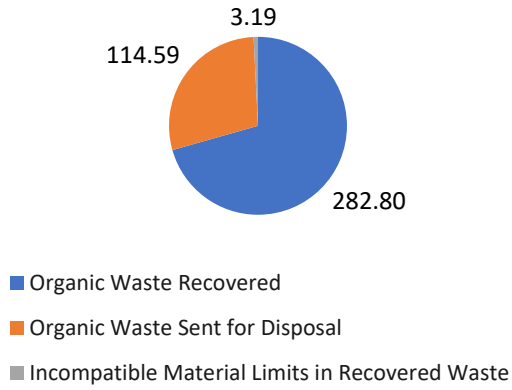
	Organic Waste Recovered	Organic Waste Sent for Disposal	Incompatible Material Limits in Recovered Waste
Day 1 - 11/27/23	180.80	37.35	2.00
Day 2 - 11/28/23	240.75	74.33	6.58
Day 3 - 11/29/23	282.80	114.59	3.19
Day 4 - 11/30/23	167.41	184.93	2.84
Day 5 - 12/1/23	102.11	155.95	0.59
Day 6 - 12/2/23	84.36	72.45	1.26
Day 7 - 12/4/23	160.74	140.70	0.72
Day 8 - 12/5/23	227.20	52.06	1.47
Day 9 - 12/6/23	174.78	977.42	2.20
Day 10 - 12/7/23	147.86	125.53	2.89
Grand Total for the 10 Days	1768.81	1935.31	23.74

Consecutive 10-Day Data Results

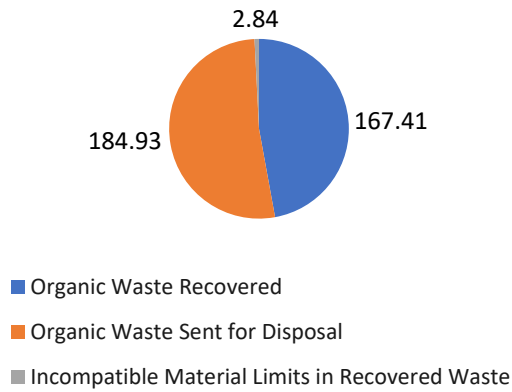




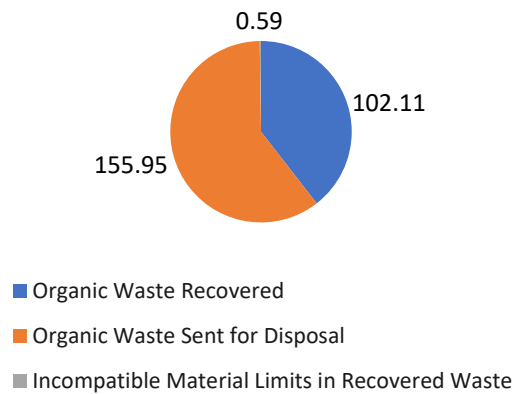
Day 3 - 11/29/23



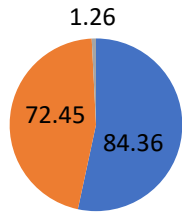
Day 4 - 11/30/23



Day 5 - 12/1/23

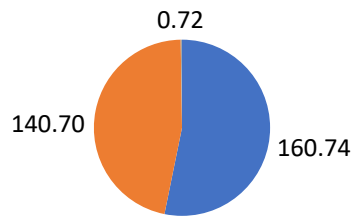


Day 6 - 12/2/23



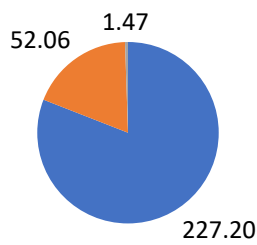
- Organic Waste Recovered
- Organic Waste Sent for Disposal
- Incompatible Material Limits in Recovered Waste

Day 7 - 12/4/23



- Organic Waste Recovered
- Organic Waste Sent for Disposal
- Incompatible Material Limits in Recovered Waste

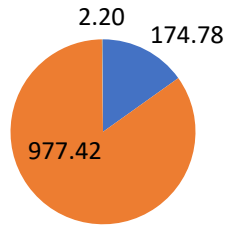
Day 8 - 12/5/23



- Organic Waste Recovered
- Organic Waste Sent for Disposal
- Incompatible Material Limits in Recovered Waste

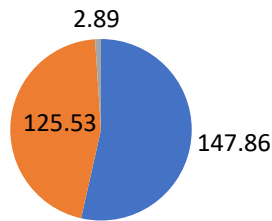


Day 9 - 12/6/23



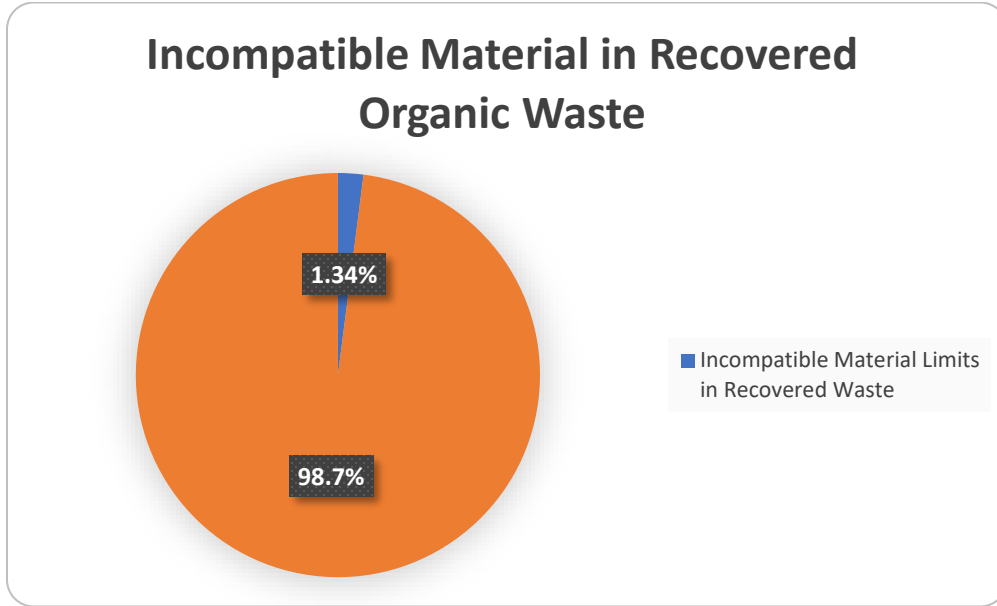
- Organic Waste Recovered
- Organic Waste Sent for Disposal
- Incompatible Material Limits in Recovered Waste

Day 10 - 12/7/23

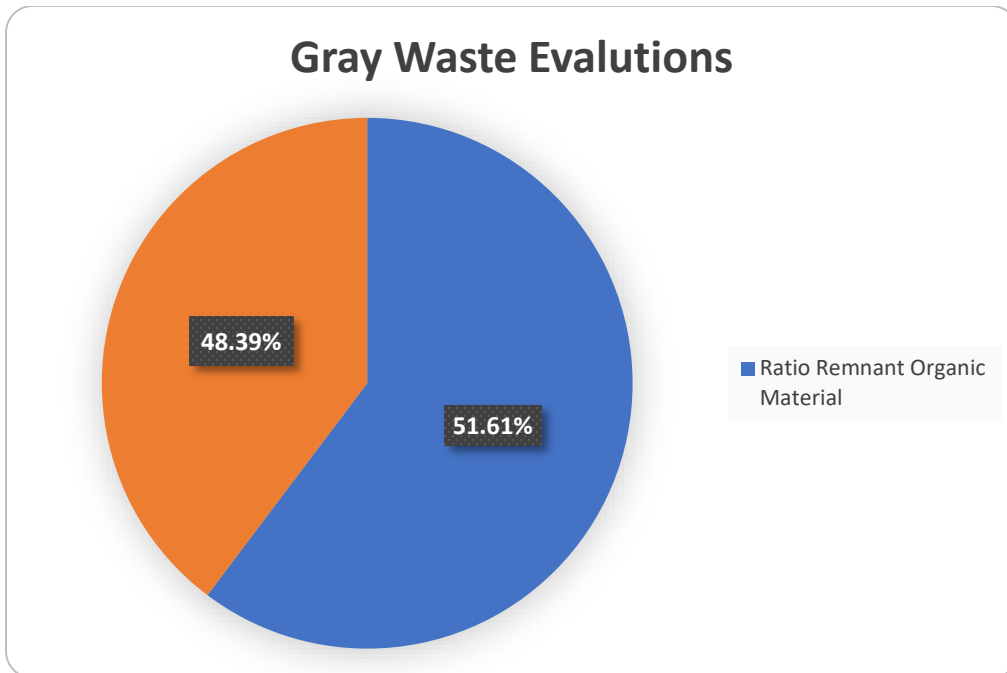


- Organic Waste Recovered
- Organic Waste Sent for Disposal
- Incompatible Material Limits in Recovered Waste

Percentage of Incompatible in all Recovered Organic Waste (Submit to CalRecycle)



Gray Container Waste Evaluation § 17409.5.7 (Submit to CalRecycle)





Outbound Material Type	Material to Landfill - Mixed Residue (Residue)	Mixed Paper (ONP)	Cardboard (OCC)	Gray Waste Container	Biomass	Processed Yard Waste	Organics Mixed Residue	Compost Overs	Total Samples
11/27/2023	X		X			X		X	4
11/28/2023	X		X		X	X		X	5
11/29/2023	X		X		X	X		X	5
11/30/2023	X		X		X	X		X	5
12/1/2023	X					X		X	3
12/2/2023	X					X	X	X	4
12/4/2023	X		X		X	X		X	5
12/5/2023	X		X		X	X		X	5
12/6/2023	X		X	X	X	X		X	6
12/7/2023	X		X		X	X		X	5

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Outgoing Material Types	Days in Measurement Period that Material Leaves the Facility and Sample is Taken
Mixed Paper	
Old Corrugated Cardboard	1,2,3,4,7,8,9,10
Mixed Residue (Residue)	1,2,3,4,5,6,7,8,9,10
Processed Yard Waste	1,2,3,4,5,6,7,8,9,10
Organics Mixed Residue	6
Grey Waste Container	9
Biomass	2,3,4,7,8,9,10
Compost Overs	1,2,3,4,5,6,7,8,9,10

Exhibit 1. Fourth Quarter 2023 Sampling Schedule

Appendix A – Sample Detail

Sample	Date Acquired	Date Sampled	Time Acquired	Total Sample Weight (lbs.)
MRF Residue	11/27/2023	11/27/2023	12:15 PM	200
OCC	11/27/2023	11/27/2023	12:35 PM	264
Processed Yard Waste	11/27/2023	11/27/2023	1:05 AM	209
Compost Overs	11/27/2023	11/27/2023	1:50 AM	204
MRF Residue	11/28/2023	11/28/2023	10:55 AM	202
OCC	11/28/2023	11/28/2023	11:10 AM	200
Processed Yard Waste	11/28/2023	11/28/2023	12:50 PM	206
Compost Overs	11/28/2023	11/28/2023	12:20 PM	214
Biomass	11/28/2023	11/28/2023	1:10 AM	202
MRF Residue	11/29/2023	11/29/2023	10:50 AM	205
OCC	11/29/2023	11/29/2023	11:15 AM	219
Processed Yard Waste	11/29/2023	11/29/2023	12:10 PM	229
Biomass	11/29/2023	11/29/2023	12:45 PM	234
Compost Overs	11/29/2023	11/29/2023	1:05 AM	226
MRF Residue	11/30/2023	11/30/2023	12:05 PM	2:07
OCC	11/30/2023	11/30/2023	11:40 AM	200
Processed Yard Waste	11/30/2023	11/30/2023	1:15	230
Biomass	11/30/2023	11/30/23	1:40 AM	210
Compost Overs	11/30/2023	11/30/2023	12:40 PM	226
MRF Residue	12/1/2023	12/1/2023	11:10 AM	214
Processed Yard Waste	12/1/2023	12/1/2023	11:56 AM	208
Compost Overs	12/1/2023	12/1/2023	12:35 PM	206
MRF Residue	12/2/2023	12/2/2023	11:10 AM	210
Processed Yard Waste	12/2/2023	12/2/2023	11:30 AM	215
Organics Mixed Residue	12/2/2023	12/2/2023	12:30 PM	200
Compost Overs	12/2/2023	12/2/2023	12:00 PM	226



MRF Residue	12/4/2023	12/4/2023	12:00 PM	220
OCC	12/4/2023	12/4/2023	12:15	201
Processed Yard Waste	12/4/2023	12/4/2023	1:20 AM	213
Biomass	12/4/2023	12/4/2023	1:50 AM	207
Compost Overs	12/4/2023	12/4/2023	1:00 AM	226
MRF Residue	12/5/2023	12/5/2023	11:25 AM	200
OCC	12/5/2023	12/5/2023	11:55 AM	230
Processed Yard Waste	12/5/2023	12/5/2023	12:20 PM	229
Biomass	12/5/2023	12/5/2023	1:15 AM	221
Compost Overs	12/5/2023	12/5/2023	12:45 PM	217
MRF Residue	12/6/2023	12/6/2023	11:50 AM	200
OCC	12/6/2023	12/6/2023	12:15 PM	212
Processed Yard Waste	12/6/2023	12/6/2023	1:25 AM	235
Grey Waste	12/6/2023	12/6/2023	11:10 AM	224
Biomass	12/6/2023	12/6/2023	1:45 AM	213
Compost Overs	12/6/2023	12/6/2023	1:00 AM	234
MRF Residue	12/7/2023	12/7/2023	11:50 AM	200
OCC	12/7/2023	12/7/2023	12:07 PM	210
Processed Yard Waste	12/7/2023	12/7/2023	12:25 PM	225
Biomass	12/7/2023	12/7/2023	1:45 AM	220
Compost Overs	12/7/2023	12/7/2023	1:15	220

Appendix B – Definition of Material Types

Incompatible/Non-Organic Material – any human-made inert material and any waste for which the receiving end-user, facility, operation, property, or activity is not designed, permitted, or authorized to process, as defined in Section 17402 (a) (7.5)

Organic Material – means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges. Section 18982 (a) (46)



Appendix C – Field Form

	A	N	O	P	Q
1	WASTE CHARACTERIZATION STUDY				
2	Sample Number:	1			
3	Date Sampled:			ENTER SAMPLE DATE HERE	
4	Facility Sampled:			ENTER NAME HERE	
5	Source: (Pile/Quadrant)			ENTER SOURCE HERE	
6	Scaled Weight (lbs):			ENTER SCALE WEIGHT HERE	
7	Date Sorted:			ENTER SORT DATE HERE	
8	Time Sorted:			ENTER TIME HERE	
9	Total Daily Tonnage:				
10	Material Types	Gross Weight	Tare Weight	Net Weight	Composition
11	Incompatible/Non-Organic			0	0.00%
12	Incompatible/Non-Organic			0	0.00%
13	Incompatible/Non-Organic			0	0.00%
14	Incompatible/Non-Organic			0	0.00%
15	Incompatible/Non-Organic			0	0.00%
16	Incompatible/Non-Organic			0	0.00%
17	Incompatible/Non-Organic			0	0.00%
18	Incompatible/Non-Organic			0	0.00%
19	Incompatible/Non-Organic			0	0.00%
20	Incompatible/Non-Organic			0	0.00%
21	Incompatible/Non-Organic			0	0.00%
22	Incompatible/Non-Organic			0	0.00%
23	Incompatible/Non-Organic			0	0.00%
24	Incompatible/Non-Organic			0	0.00%
25	Subtotal	0	0	0	0.00%
26	Organic			0	0.00%
27	Organic			0	0.00%
28	Organic			0	0.00%
29	Organic			0	0.00%
30	Organic			0	0.00%
31	Organic			0	0.00%
32	Organic			0	0.00%
33	Organic			0	0.00%
34	Organic			0	0.00%
35	Organic			0	0.00%
36	Organic			0	0.00%
37	Organic			0	0.00%
38	Organic			0	0.00%
39	Organic			0	0.00%
40	Organic			0	0.00%
41	Subtotal	0	0	0	0.00%
93	TOTAL SAMPLE WEIGHT	0	0	0	0.00%
94	VISUAL CHARACTERIZATION & NOTES				

Appendix D – Calculation Methodology

Organic Waste Recovered Formula (Section 17409.5.4)

$$\left(\frac{\text{C lbs.}}{\text{B lbs.}} \right) \times \text{A Tons} = \text{D Tons of Organic Waste Recovered}$$

Organic Waste Sent to Disposal (Section 17409.5.5)

$$\left(\frac{\text{G lbs.}}{\text{F lbs.}} \right) \times \text{E Tons} = \text{H Tons of Organic Waste Disposed}$$

Incompatible Materials Limit in Recovered Organics Waste (Section 17409.5.8)

$$\left(\frac{\text{I lbs.}}{\text{B lbs.}} \right) \times \text{A tons} = \text{J Tons of Incompatible Materials in Recovered Organic Waste}$$

Percentage of Incompatible Materials for all Recovered Organic Waste (Section 17414.2)

$$\left(\frac{\text{Combined Sums of Incompatibles (SSO+MO)}}{\text{Combined Sums of Outgoing Material Recovered (SSO+MO)}} \right) \times 100 = \text{Percentage of Incompatible Material}$$



Gray Container Waste Evaluations (17409.5.7)

$$\frac{\text{Weight remnant organic material in sample}}{\text{Weight of sample}} = \frac{\text{B lbs}}{\text{A lbs}} = \text{Ratio remnant organic material}$$

EXHIBIT A – PROPOSAL AUTHORIZATION AND ACKNOWLEDGEMENT FORM

NAME OF PROPOSER: Melissa Baxter

ORGANIZATION: Nothing Wasted Consulting

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 has reviewed, understands, is able to comply with and agrees to be bound by this RFP.
4. The undersigned certifies that this Proposal is irrevocable until July, 2024 (minimum of 120 days from submittal).
5. 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 not award an agreement.
 - Reject any proposal.
 - 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 member agencies.
6. 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.

EXHIBIT B – FORM OF AGREEMENT

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

 X The undersigned has carefully reviewed the Form 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.)


Name: Melissa Baxter

Title: CEO and Founder

Organization: Nothing Wasted Consulting

Telephone: 858-837-2178

E-Mail Address: melissa@nothingwastedconsulting.com

Signature: 

Date: 3/20/2024

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recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Edible Food Generators Non-Compliance Technical Assistance Contractor

ACTION REQUESTED:

Consider a MOTION to APPROVE.

BACKGROUND:

SB 1383 requires jurisdictions to ensure compliance with all Tier 1 and 2 commercial edible food generators. Through RecycleMore's contract with Contra Costa County Health, inspection reports have identified a number of Tier 1 generators that are non-compliant. Tier 2 inspections are to begin this year.

DISCUSSION:

The contractor of choice, Earth Island Institute (Food Shift), currently holds contracts with Central Contra Costa Solid Waste Authority (RecycleSmart) and the City of Pittsburg for similar projects and is familiar with the edible food recovery network and stakeholders within Contra Costa County, including the Contra Costa County Health Inspectors. The contract term will be from May 15, 2024 to December 31, 2025.

FISCAL IMPACT:

Not to exceed \$45,000.00.

ATTACHMENTS:

[Agenda Item 6.5 - Attachment 1: Earth Island Institute \(Food Shift\) - CEFG Compliance - Unsigned](#)

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 **Earth Island Institute** (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

2. DELIVERABLES

CONSULTANT shall perform the Services and will have draft deliverables in coordination between RECYCLEMORE and CONSULTANT.

3. RESPONSIBLE PERSONNEL AND DIRECTION

Yuka Nagashima will be charged with the completion of the CONSULTANT'S Services under this Agreement. CONSULTANT shall report to and receive direction from Reka Abraham, Recycling & HHW Program Manager. 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 \$45,000 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 May 15, 2024 through December 31, 2025 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 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

Exhibit B – Fee Schedule

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

RECYCLEMORE

CONSULTANT

By:

By:

Peter Holtzclaw

Sumona Majumdar

RECYCLEMORE Executive Director

Earth Island Institute CEO

Exhibit A

SCOPE OF SERVICES

RecycleMore Commercial Edible Food Generator Compliance Technical Assistance Project

Objective: Assist RecycleMore with Senate Bill (SB) 1383 compliance for Tier 1 and Tier 2 generators by providing technical assistance to targeted Tier One and Tier Two Commercial Edible Food Generators (CEFGs) in the RecycleMore service area. The targeted list will consist of generators that have been inspected by Contra Costa Health Inspectors for SB1383 requirements and found to be non-compliant due to lack of food donation contracts, intentionally spoiling edible food, and/or not maximizing edible food donations. Technical assistance will focus on helping the targeted CEFGs become compliant.

Food Shift (Consultant) will collect sufficient data, including current food donation practices, food loss prevention programs, staff training, and other related practices at the targeted CEFGs to develop customized recommendations and/or procedures necessary to assist the generator with food donation compliance.

Project Goals:

- Work with RecycleMore to develop a target list of non-compliant Tier 1 CEFGs to be offered technical assistance. Non-compliant Tier 2 CEFGs may be added to the target list in 2025. Develop an outreach schedule.
- Determine contact information for each CEFG using data provided in Contra Costa County Health Inspector reports.
- Contact each CEFG following the outreach schedule to connect with the business’ decision maker.
- Complete on-site assessment of current practices by the selected CEFGs.
- Collect other data from the selected CEFGs, as needed, in order to determine barriers to SB1383 compliance.
- Develop customized recommendations for procedures and supplies/equipment to implement and/or improve the food donation program at each of the selected locations.
- Create artifacts, collateral, checklists, guidelines, and other materials for selected CEFGs to use to design and implement the edible food donation programs.
 - These materials will be created in a manner that will be sharable and editable (e.g., provide both PDF and MS Word versions of documents, graphics in PNG).
 - Food Shift will retain the copyright to the created materials for this contract, with a perpetual license and use rights granted to RecycleMore to assist the targeted CEFGs and any CEFG in the RecycleMore jurisdiction in the future.
- Where appropriate, provide photos and other documentation that can be useful in future technical assistance programs.
- Where appropriate, provide SB1383 edible food recovery suggestions and learnings to RecycleMore.
- Track outreach efforts and site visit notes in RecycleMore’s tracking software of choice.
- Meet with RecycleMore monthly or as needed via MS Teams.

Tasks:

Task 1: CEFG Relationship Building

Task 2: CEFG Compliance Assistance

Task 3: Meetings and Record Keeping

Exhibit B

FEE SCHEDULE

Agreement Not-To Exceed: \$45,000.00

Hourly Rates*:

	Standard	RecycleMore Special Rate**
Principal:	\$300	\$280
Senior Consultants:	\$180	\$160
Staff Consultants:	\$140	\$120
Assistants:	\$80	\$80

* These hourly rates are fully loaded.

** Any travel time is billed at half time, and all hours are billed in 15-minute increments.

Reimbursable expenses include mileage costs at the IRS 2024 standard mileage rate, and printing plus 10% handling fee to cover fiscal sponsorship fee and processing.

Task	Budget
1. CEFG Relationship Building	\$13,440
2. CEFG Compliance Assistance	\$20,160
3. Meetings and Record Keeping	\$9,800

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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Edible Food Recovery Grant Allocations

ACTION REQUESTED:

Consider a MOTION to APPROVE grant funding allocations for food recovery organizations.

BACKGROUND:

In June 2023, the Board approved \$100,000.00 of funding to create a grant program for surplus food recovery within the RecycleMore jurisdiction. This grant program aligns with SB 1383's requirement for jurisdictions to increase edible food recovery capacity.

DISCUSSION:

RecycleMore staff created an equipment and supplies grant for Food Recovery Organizations (FROs). The grant requires the FROs to be non-profit organizations physically located within the RecycleMore service area, with active food recovery programs. The grant is capped at \$30,000 per organization. Grant funding is required to cover specific pieces of equipment.

It was discovered throughout the grant process that many organizations require funding to replace failing or broken equipment integral to their food recovery programs. Replacing the equipment will prevent the FROs from having to significantly scale back their operations and turn hungry residents away from their pantry or hot meal programs. The new equipment will also allow for programs to return to pre-Covid capacities, and in some cases, greatly increase current programs.

Funding the proposed equipment will result in an additional estimated capacity of 181,000 lbs

of surplus edible food recovery within West County.

Grant allocations were determined as follows:

- Bay Area Rescue Mission: \$20,624.57
- ABLE Community Development Foundation: \$13,040.84
- Living Hope Neighborhood Church: \$1,682.98
- North Richmond Missionary Baptist Church: \$14,016.38
- Richmond Emergency Food Pantry: \$17,725.42
- True Fellowship Baptist Church: \$6,598.76
- Community Villages: \$24,848.59

CONCLUSION:

Additional details are attached.

FISCAL IMPACT:

Total funding allocated: \$98,537.54

ATTACHMENTS:

[Agenda Item 6.6 - Attachment 1: Edible Food Recovery Grant Allocations.xlsx](#)

Agenda Item 6.6 - Attachment 1

Food Recovery Organization	Equipment Funded	Funding Allotment	Notes	About the FRO
Bay Area Rescue Mission	Commercial Double Oven	\$ 14,424.57	The double oven and dishwasher are integral to the FRO's vocational training program which provides the hot meal program twice daily. The funding is to replace the current failing units.	BARM serves as a haven in West County, providing Hunger Relief Services, Life Transformation Program, Emergency Shelter, and Center for Women and Children. They provided over 2 million meals in 2023. This FRO is located in Richmond and serves residents of West County and beyond.
	Commercial Dishwasher	\$ 6,200.00		
	Total	\$ 20,624.57		
ABLE Community Development Foundation	Walk in Fridge	\$ 12,712.69	The current food recovery program is a food bank pantry item redistribution once a week. They frequently do not have enough to provide to hungry community members and have to turn people away. The demographic of residents that use their program prefer fresh produce and groceries with cultural significance. The walk in fridge will allow the FRO to recovery more fresh items and expand their program to multiple days per week	ABLE is the only organization in West County providing a food pantry specifically for low income Asian residents, most of whom do not speak English. This FRO is located in Richmond and regularly provide foods for 135 families in Richmond and San Pablo, though they are open to all residents of West County.
	Bench Scale	\$ 328.15		
	Total	\$ 13,040.84		
Living Hope Neighborhood Church	Storage Shelves	\$ 1,072.32	The pantry space where non perishables are stored has additional wall space that could be utilized for storage with additional shelving. Their current fridge is a bifold with a small freezer that cannot fit boxes. The new replacement fridge will have a larger freezer to allow for boxes. The current fridge will be used elsewhere in the building.	This FRO is a church with a hot breakfast program and a food pantry. They also host White Pony Express in their parking lot for grocery giveaway. They are located in Richmond on the border of San Pablo and serve the local neighborhood, though everyone is welcome.
	Refrigerator	\$ 610.66		
	Total	\$ 1,682.98		
North Richmond Missionary Baptist Church	Commercial Gas Oven	\$ 5,997.06	The current gas oven is over 25 years old and no longer funtional. The funding will be used to replace the unit. The current commercial refrigerator is broken and cannot temperature regulate. The FRO is purchasing dry ice to keep perishables cold. The funding will be used to replace the unit. The FRO will be expanding their cold storage with an additional fridge.	This church runs a food recovery program in the basement, providing panty giveaways to hungry residents. Prior to Covid, they had a hot meals program. They are reobtaining their certification to serve prepared foods. They also host the Food Bank mobile pantry in their parking lot. They are located in Richmond and primarily serve residents in North Richmond, though everyone is welcome.
	Commercial Refrigerator	\$ 4,009.66		
	Commercial Refrigerator	\$ 4,009.66		
	Total	\$ 14,016.38		
Richmond Emergency Food Pantry	Commercial 2 Door Freezer	\$ 8,023.42	The FRO 's two freezers are relied upon heavily for their perishables storage. Both units are failing, no longer holding a seal or maintaining temperature. The funding will be used to replace the units.	REFP is a staple FRO in Richmond, serving more than 130 families per day with groceries. They are located in Richmond but help residents from all over West County.
	Commercial 3 Door Freezer	\$ 9,702.00		
	Total	\$ 17,725.42		
True Fellowship Baptist Church	Commercial Freezer	\$ 2,872.25	Current fridge and freezer are small and not reliable. The funding will be used to replace the smaller units and expand capacity for perishables, in addition to expanding dry goods storage as well.	This church runs a food recovery program in the basement, providing panty giveaways to hungry residents twice a month. They have plans to expand their program to weekly giveaways and eventually include hot meal giveaways. They are located in Richmond and primarily serve residents in North Richmond, though everyone is welcome.
	Commercial Refrigerator	\$ 3,425.39		
	Storage Bins	\$ 131.65		
	Scale	\$ 169.47		
	Total	\$ 6,598.76		
Community Villages	Storage Container	\$ 19,695.26	All the equipment purchased with this funding will be used to expand the current food recovery program, building storage capacity to allow for the FRO to host a market style pantry multiple days per week.	This FRO is currently a very small organization, providing a pantry once a week. The amount of food they can offer is currently small, as they do not have any storage space available to them and only pick up as much food from the Food Bank as they can give away the same day.They also provide a bagged lunch program to the unhoused in Richmond and a pantry to high school students in Richmond. This FRO is located in El Sobrante, and primarily serve the residents of El Sobrante, though eveyone is welcome.
	Commercial Fridge/freezer	\$ 2,961.05		
	Pallet Jack	\$ 547.64		
	Scale	\$ 131.68		
	Shelving	\$ 142.46		
	Wagon	\$ 93.82		
	Cart	\$ 104.46		
	Storage Bins	\$ 194.10		
	Convery Rollers	\$ 815.58		
	Straps	\$ 162.54		
	Total	\$ 24,848.59		
	Grant Total	\$ 98,537.54		

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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Lisa Borreani - Program Mgr

SUBJECT: SB1383 Memorandum Of Understanding Between RecycleMore and the City of Hercules.

ACTION REQUESTED:

Consider a Motion to approve an MOU between RecycleMore and the City of Hercules.

BACKGROUND:

SB 1383 establishes that municipalities are responsible for enacting the mandates set forth in SB 1383. As the regional agency tasked with the responsibility to comply with state law for its member agencies, the West Contra Costa Integrated Waste Management Authority (WCCIWMA, known as RecycleMore) needs to memorialize this responsibility contractually via an MOU (Memorandum of Understanding).

DISCUSSION:

RecycleMore met with its member agency's city managers in early 2021 to discuss the MOU process. At that time, the City Managers requested that RecycleMore negotiate individual MOU's with each city, rather than a region-wide MOU that would apply to every member. Regardless of either six individual MOU's or one regional MOU, the process was bound to be a lengthy one. Currently, RecycleMore has 3 MOU's finalized. One with Contra Costa County, for its unincorporated area and one with Pinole, both which RecycleMore's Board approved in February 2024. This MOU with Hercules was approved by Hercules' City Council on March 12, 2024. Staff requests the Board approve this MOU to complete the process with Hercules. The MOU's outline how RecycleMore will maintain SB 1383 compliance for its member agencies. The MOU workplan accompanies the MOUs, and further details these compliance responsibilities. Refer to the SB 1383 WorkPlan attached to this report. Also included in the MOUs are the apportionment of penalties, in the extremely unlikely case that CalRecycle finds the jurisdiction out of compliance and ultimately levies fines against it. The penalty apportionment follows the structure used in the JEPAs. Tangentially, the current JEPAs ends in June, 2025, and will need to be renegotiated and approved between now and then.

CONCLUSION:

RecycleMore and its member agencies have been negotiating these SB 1383 MOU's and associated workplan for more than two years. This tentatively approved MOU (and workplan) are the culmination of these efforts. The Hercules City Council approved this MOU on March 12, 2024, and the final step in the process is for the RecycleMore Board to approve it.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 6.7 - Attachment 1: SB 1383 Hercules MOU](#)

[Agenda Item 6.7 - Attachment 2: SB1383 WorkPlan Final](#)

**Memorandum of Understanding
Between West Contra Costa Integrated Waste Management Authority and the City of
Hercules Regarding Implementation of SB 1383 Regulations**

This Memorandum of Understanding (“**MOU**”) is made this day of _____, 2023 (“**Effective Date**”) by and between the CITY OF HERCULES (“**Hercules**”), a municipal corporation hereinafter referred to as “**City**” and the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY, a California joint powers authority (“**Authority**”) (individually “**Party**” and collectively “**Parties**”).

RECITALS

A. The Authority is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) pursuant to the Joint Exercise of Powers Agreement (“**JEPA**”); and

B. The City is a party to the JEPA and has entered into a franchise agreement with a solid waste collection services provider (“**Provider**”) for the collection of Solid Waste and recyclables (“**Franchise Agreement**”). The Franchise Agreement provides for certain rights and delegated authorities to the respective solid waste service provider; and

C. The Authority operates certain core programs on behalf of and for the benefit of its Member Agencies, including but not limited to providing education regarding recycling, composting, and other methods of waste diversion, and conducting, preparing, and submitting all monitoring and reporting pursuant to the Integrated Waste Management Act (California Public Resources Code §§ 40000 *et seq.*); and

D. Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act (which added Sections 39730.5, 39730.6, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, as amended, supplemented, superseded, and replaced from time to time) (“**SB 1383**”), sets statewide organic waste disposal reduction targets of 50 percent by 2020 and 75 percent by 2025, based on the 2014 organics waste disposal baseline, set forth in Section 39730.6 of the Health and Safety Code, and requires California Department of Resources Recycling and Recovery (“**CalRecycle**”) to develop regulations to reduce organics in landfills as a source of methane; and

E. CalRecycle adopted the SB 1383 Regulations that created a new Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations and amended portions of regulations of Title 14 CCR and Title 27 CCR (“**SB 1383 Regulations**”). The SB 1383 Regulations impose requirements on counties, cities, residential households, commercial businesses (including multi-family residential dwellings), commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

F. The SB 1383 Regulations require cities and counties to adopt and enforce a mechanism to implement relevant provisions of the SB 1383 Regulations concerning regulation of organic waste collection services, generators of organic waste, waste haulers, and generators, and processors of edible food, together with enforcement mechanisms and administrative civil penalties

for violations of local regulations; and

G. The SB 1383 Regulations also require cities and counties, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations; and

H. The Provider has developed programs for Organics Waste collection as required by the Franchise Agreement and applicable law; and

I. Pursuant to 14 CCR 18981.2(b), cities and counties may designate a public or private entity to fulfill their SB 1383 obligations to adopt an enforceable mechanism through a MOU. However, 14 CCR 18981.2(c) specifies that cities and counties shall remain ultimately responsible for compliance with SB 1383 Regulations; and

J. The Parties wish to enter into this MOU to designate certain roles and responsibilities that the Authority shall assume on behalf of the City to implement the SB 1383 Regulations that took effect on January 1, 2022 under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein.

2. Term. This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 9.

3. Definitions.

(a) “**Authority**” means the West Contra Costa Integrated Management Authority.

(b) “**Blue Container**” shall have the same meaning as in 14 CCR Section 18982.2(a)(5). The Parties acknowledge that the City may use the term “Recycling Container” in its ordinances to refer to what are defined as Blue Containers herein.

(c) “**California Code of Regulations**” or “**CCR**” means the State of California Code of Regulations. CCR references in this MOU are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(d) “**CalRecycle**” or “**Department**” means the California State Department of Resources Recycling and Recovery, which is the state agency designated with responsibility for developing, implementing, and enforcing the SB 1383 Regulations among other duties.

(e) “**City**” means the City of Hercules.

(f) “**City’s Representative**” means the City Manager or the City Manager’s designee.

(g) “**Commercial Business**” or “**Commercial**” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multifamily Residential Dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of this MOU.

(h) “**Commercial Edible Food Generator**” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(i) “**Compliance Review**” means a review of records by an Enforcement Agency to determine compliance with SB 1383 Regulations.

(j) “**Container Contamination**” or “**Contaminated Container**” means a container, regardless of type or color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(k) “**County**” means the County of Contra Costa.

(l) “**Edible Food**” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this MOU or as otherwise defined in 14 CCR Section 18982(a)(18), Edible Food is not Solid Waste if it is recovered and not discarded. Nothing herein requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code, as codified in the Health and Safety Code Section 113700, *et seq.*

(m) “**Enforcement Action**” means an action of the relevant Enforcement Agency to address non-compliance with SB 1383 Regulations including, but not limited to, issuing administrative citations, fines, penalties, or other remedies.

(n) “**Enforcement Agency**” means an entity with the authority to enforce part or all of SB 1383 Regulations as specified herein. The Authority and the City are each an Enforcement Agency.

(o) “**Food Recovery Organization**” means an entity that engages in the collection or receipt of edible food from Commercial Edible Food Generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25).

(p) “**Food Recovery Services**” means a person or entity that collects and transports edible food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for food recovery or as otherwise defined in 14 CCR Section 18982(a)(26).

(q) “**Generator**” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(r) “**Gray Container**” shall have the same meaning as defined in 14 CCR Section 18982(a)(28). The Parties acknowledge that the City may use the term “Garbage Container” or

“Landfill Container” in its ordinances to refer to what are defined as Gray Containers herein.

(s) “**Green Container**” shall have the same meaning as defined in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Organic Waste. The Parties acknowledge that the City may use the term “Organics Container” or “Compost Container” in its ordinances to refer to what are defined as Green Containers herein.

(t) “**Hauler**” means a person or entity who collects Organic Waste from a Generator and delivers it to a reporting entity, end user, or a destination outside of the state. “Hauler” includes public contract haulers, private contract haulers, and Self-Haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

(u) “**Hauler Route**” means the designated itinerary or sequence of stops for each segment of City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

(v) “**Implementation Record**” means all records, physical or electronic, that must be stored in one central location and are required by the SB 1383 Regulations.

(w) “**Inspection**” means an Enforcement Agency’s electronic or on-site review of records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in the SB 1383 Regulations, or as otherwise defined in 14 CCR Section 18982(a)(35).

(x) “**Member Agencies**” mean the parties to the JEPA. Current Member Agencies are the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo. The Member Agency boundaries for the purpose of this MOU are the legal boundaries of each of the incorporated municipalities.

(y) “**Organics,**” or “**Organic Waste**” means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(z) “**Paper Products**” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(aa) “**Printing and Writing Paper**” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(bb) “**Prohibited Container Contaminants**” means the following: (i) discarded materials placed in the Green Container that are not identified as acceptable Organic Waste for the City’s Green Container; (ii) discarded materials placed in the Grey Container that are acceptable Organic Waste to be placed in the City’s Green Container.

(cc) “**Route Review**” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical or electronic Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(dd) “**SB 1383 Regulations,**” means Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations and amended portions of regulations of Title 14 CCR and Title 27 CCR. Regulatory references to specific sections listed in the MOU shall be to the SB 1383 Regulations, unless specifically noted otherwise.

(ee) “**Self-Hauler**” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(ff) “**Solid Waste**” has the same meaning as defined in Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(i) Hazardous waste, as defined in the Public Resources Code Section 40141.

(ii) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

(iii) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code.

Reference to any SB 1383 Regulations used in these definitions shall include the section cited, or any successor regulation.

4. Authority Responsibilities. The City hereby delegates to the Authority, and the Authority hereby accepts, the responsibilities enumerated in this Section 4 for compliance with the provisions of SB 1383 Regulations to the extent allowed by law and as specified herein. The Authority is concurrently, with its approval of this MOU, approving MOUs with the other Member Agencies in which it is accepting nearly identical delegations from the other Member Agencies (the “Other MOUs”). It is the Authority’s desire to administer responsibilities so delegated in a uniform fashion across all of the Members, so far as is feasible under the specific circumstances prevailing in each Member Agency. In furtherance of this intent, the Authority, in consultation with the Member Agencies, has developed an initial Workplan, attached as Exhibit A and hereby incorporated by

reference, that details the manner in which it will initially perform its responsibilities under this MOU and the Other MOUs. Each year, in conjunction with the Annual Budget and more often if needed, the Authority Board shall consider and approve any changes to the Workplan, including any amendments to align the Workplan with the Annual Budget and subject to the Executive Director's ability to make administrative changes to the Workplan as described in this Section 4.

The Workplan is intended to be a flexible framework that the Authority Board can revise from time to time as may be necessary or prudent. Authority shall provide City with proposed changes to the Workplan at least ten (10) days prior to approval by the Authority Board so that City may provide any comments or suggestions for the Authority Board's consideration.

The Parties agree that, to the extent permitted by law or regulation, the Authority may perform its responsibilities using its own staff or by contracting with public and private entities according to its Board-approved procurement policy. If Authority contracts with any public or private entity to perform its responsibilities, Authority shall notify City and provide contact information for the contracted entity. Whenever the Workplan is changed, the Authority shall provide the City with an updated version of the Workplan within ten (10) calendar days.

(a) Education and Outreach. The Authority shall conduct the following education and outreach on behalf of the City:

(i) Generators. Prior to February 1, 2022, the Authority shall make available to Generators, through print and/or electronic media and maintain on its website, the information required pursuant to 14 CCR Sections 18985.1 and 18985.2. The Authority shall update such information as necessary, but at least annually. Prior to disseminating any materials under this paragraph, Authority shall provide the materials to, and obtain approval of the materials from, the City Manager or designee. Each Party shall cooperate in good faith regarding the delivery, review, and approval materials to be disseminated pursuant to this Section, including delivering the materials for review and approval, delivering comments on the materials, and responding to such comments.

(ii) City Procurement Target. The Authority shall annually notify City of its Organic Waste product procurement target, as required and determined by CalRecycle. Before CalRecycle releases the official procurement targets for City on January 1, 2022 and every five years thereafter, the Authority shall assist City in calculating estimates of the procurement targets pursuant to 14 CCR 18993.1. In addition, the Authority will facilitate the City's procurement of recovered organic waste products.

(b) Reporting and Recordkeeping. The Authority shall conduct the following reporting and recordkeeping services on behalf of City:

(i) Organics Capacity and Edible Food Recovery. The Authority shall submit reports for Organics processing capacity and Edible Food recovery planning requirements to the County within 120 days of the County's request as required by 14 CCR 18992.3.

(ii) Implementation Record. The Authority shall be responsible for maintaining the City's Implementation Record, and making it available to the Department, in accordance with 14 CCR Sections 18985.3 and 18995.2. The Authority shall endeavor to obtain all records required by Chapter 12 and include them in the Implementation Record, and the City shall reasonably cooperate

with the Authority in obtaining such records from the City and third parties, including creating such records if necessary. Authority shall provide City with ongoing electronic access to the Implementation Record through a cloud-based software program, to the extent that the Authority maintains one, through the Term of this MOU. In the event that the Department requests access to the Implementation Record, the Authority shall promptly advise the City of the request.

(iii) Compliance and Annual Reports. The Authority shall submit the initial City compliance report and City annual reports to CalRecycle as required by 14 CCR 18994.1 and 18994.2. Authority shall provide a draft copy of such reports to the City’s representative for its review and approval at least 14 days prior to the applicable reporting deadlines set forth in these sections.

(c) Edible Food Recovery Programs. The Authority shall coordinate and implement the SB 1383 Regulations’ edible food recovery program requirements to which jurisdictions are subject under 14 CCR §§ 18991.1–18991.2. The Parties agree that these requirements may be wholly or partially satisfied by agreement with the County or other third parties. The Authority’s duties shall include, but are not limited to: assessment of existing capacity for Edible Food recovery, establishing an Edible Food recovery program, inspection of Commercial Food Edible Generators for compliance, and education and outreach to all businesses, residents, Commercial Edible Food Generators, and any other entities or parties required by law.

(d) Organic Waste Processing Capacity and Diversion Planning. The Authority shall itself or in conjunction with the County estimate existing Organics processing and Edible Food recovery capacities available pursuant to 14 CCR 18992.1 and 18992.2. If it is found that either are lacking, the Authority shall assist City in creating an implementation plan to expand capacity.

(e) Receipt of Complaints. The Authority shall be responsible for receiving all written complaints of alleged SB 1383 Regulations violations relating to Generators, Haulers, Food Recovery Organizations and Food Recovery Services and Self-Haulers occurring or having occurred within City’s jurisdiction (“**Complaints**”). Such Complaints shall include all of the following information in accordance with 14 CCR 18995.3:

- (i) If the Complaint is not anonymous, the name and contact information of the complainant;
- (ii) The identity of the alleged violator, if known;
- (iii) A description of the alleged violation including location(s) and all other relevant facts known to the complainant;
- (iv) Any relevant photographic or documentary evidence to support the allegations in the Complaint; and
- (v) The identity of any witnesses, if known.

If the Authority receives a complaint, it shall forward a copy to City within ten (10) working days of receipt.

(f) Investigation of Complaints. Where a Complaint: 1) meets the requirements of

Section 4(e); and 2) the Authority determines that the allegations, if true, would constitute a violation of SB 1383 Regulations, it shall function as the Enforcement Agency for the purposes of investigation and commence an investigation within ninety (90) days of receiving such Complaint. The Authority may collaborate with City and/or a Hauler in such investigation where appropriate. It shall not be appropriate to collaborate with a Hauler where it is the subject of the Complaint. The Authority may decline to investigate a Complaint if, in its judgment, investigation is unwarranted because the allegations are contrary to facts known to it.

(i) Where the Authority has investigated or declined to investigate a non-anonymous Complaint, it shall notify the complainant regarding the results of the investigation through the contact information provided by the complainant. It shall provide a copy of such notice to the City within ten (10) working days of receipt.

(ii) The Authority shall maintain records of all Complaints received in compliance with Section 4(e) and responses provided in compliance with this subsection in the Implementation Record. The records shall include the Complaint as received and the Authority's determination of compliance or Notice of Violations issued.

(g) Enforcement. The Authority shall function as the Enforcement Agency and enforce Chapter 2 of Title 5 of the Hercules Municipal Code as required by SB 1383 by performing the following actions:

(i) Monitoring compliance of Generators, Haulers, Food Recovery Organizations and Food Recovery Services through Inspections, Compliance Review and Route Review conducted in accordance with SB 1383 Regulations (14 CCR § 18995.1). The Authority may collaborate with City and/or a Hauler in such Inspections, Compliance Review and Route Review where appropriate; and

(ii) Issuing Notice of Violations to Generators, Haulers, Food Recovery Organizations and Food Recovery Services and Self-Haulers in accordance with 14 CCR 18995.4 and providing a copy of such to City within ten (10) working days of issuance. The Authority may collaborate with City and/or a Hauler before issuance of a Notice of Violation where appropriate. It shall not be appropriate to collaborate with a Hauler where it is the subject of the Enforcement Action. If the violator fails to comply with the Notice of Violation within the deadline set forth therein, the Authority shall refer the matter to City to impose penalties pursuant to the SB 1383 Regulations and it shall function as the Enforcement Agency in that matter thereafter. Authority will provide support to City in carrying out the Enforcement Action, including providing testimonial and other evidence at any hearings, if necessary. If the Authority becomes aware that the violator has complied with the Notice of Violation, the Authority shall so notify the City.

(h) Waivers. The Authority shall create a standardized waiver request form, which shall be a printable document maintained on the Authority's website. Each time the Authority updates the form, it shall so advise the City and the Provider. The Authority shall review the following waiver requests and, may consult with the Provider regarding such request. Thereafter, the Authority shall consult with the City, and the City's Representative shall make the final determination whether to approve, deny, or modify the waiver, and Authority shall notify the applicant of such decision. The Authority will maintain, and regularly provide the City with, a list of Generators operating in its jurisdiction that have applied for waivers. The list shall include the status of the application.

(i) De Minimis Waivers: The Authority may waive a Commercial Business's obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of SB 1383 if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as set forth herein. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted herein; and

(2) provide sufficient documentation that either:

(a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or

(b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green Container comprises less than 10 gallons per week per applicable container of the business' total waste; and

(3) Acknowledge that it must notify the Authority if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case the waiver will be rescinded; and

(4) Acknowledge that, if the de minimis waiver is granted, it will expire after 5 years and that the waiver is only valid as to the Commercial Business that applied for the waiver, and not as to the property or another business in the same location.

(ii) Physical Space Waivers: The Authority may waive an existing Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if it receives evidence from its staff, City staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of SB 1383. A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver; and

(2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer; and

(3) Provide written verification to the Authority that it is still eligible for physical space waiver every five years, if the Authority has approved application for a physical space waiver.

(iii) Emergency Circumstances – Waivers for City: The Authority will notify CalRecycle and apply for a waiver to landfill Organics if City experiences a natural disaster, uses a recyclable materials or Organic Waste processing facility that has a temporary operational failure, or

unforeseen operational restrictions have been imposed upon it by a regulatory agency pursuant to 14 CCR 18984.13.

5. City Responsibility. City shall be responsible for all other applicable SB1383 and SB 1383 Regulations requirements not expressly delegated to and accepted by the Authority as set forth herein, including the Workplan as it may be amended from time to time pursuant to Section 4. If the City requests that the Authority accept an additional SB 1383 Regulation Responsibility or perform an additional Requirement listed in the Workplan, the Parties shall meet and confer regarding the request and implementation, if the Authority is willing to do so. Any changes to the Workplan shall comply with the provisions of Section 4.

6. Sharing of information. Within thirty (30) days of a request by the Authority, or as soon thereafter as such information is available to City, the City shall share with the Authority all data, documents, contact information for Generators within its jurisdiction, or any other information necessary for the Authority to carry out the responsibilities delegated to it in this MOU.

7. Staffing and funding. In order for the Authority to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this MOU, the Parties agree that the Authority's costs associated with its responsibilities under this MOU and the Other MOUs will be funded through the Authority's budget and rate setting process, except as otherwise specified herein. These costs may include the Authority's cost to engage independent contractors to perform some or all of the duties delegated to it herein. Budget changes related to this MOU will be integrated into the Authority's regular budget process, as approved by the Board of Directors.

8. Indemnification/Hold Harmless. Each Party shall solely be liable for any and all damages, including attorneys' fees, resulting from the actions or omissions arising from its performance of the terms of this MOU, except as is expressly stated in Section 9. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Parties") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Parties because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors in the performance of this MOU.

For purposes of indemnification set forth in this MOU, "Indemnified Parties" means the applicable party, its affiliates, successors and assigns and its and their employees, directors, officers, agents, and volunteers. The Indemnified Parties: 1) shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby; 2) shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and 3) shall reasonably cooperate with the defense.

9. Apportionment of Penalties.

(a) Any penalties assessed against the City by CalRecycle that are the result of an

Authority's failure to satisfy its obligations under the following provisions of this Agreement and its alleged failure to comply with the corresponding provision of the SB 1383 Regulations shall be paid by the Authority:

- (i) Subdivision (a)(i) of Section 4 (14 CCR §§ 18985.1 and 18985.2)
 - (ii) Subdivision (b)(i) of Section 4 (14 CCR § 18992.3)
 - (iii) Subdivision (b)(ii) of Section 4 (14 CCR §§ 18985.3 and 18995.2)
 - (iv) Subdivision (b)(iii) of Section 4 (14 CCR § 18994.1)
 - (v) Subdivision (c) of Section 4 (14 CCR §§ 18991.1–18991.2)
 - (vi) Subdivision (d) of Section 4 (14 CCR §§ 18992.1 and 18992.2), with the express indication that the Authority shall not be required to pay a penalty arising from the City's failure to expand capacity.
 - (vii) Subdivision (e) of Section 4 (14 CCR §§ 18995.3(a)-(b))
 - (viii) Subdivision (f) of Section 4 (14 CCR §§ 18995.3(c)-(e))
 - (ix) Subdivision (g)(i) of Section 4 (14 CCR §§ 18995.1)
 - (x) Subdivision (g)(ii) of Section 4 (14 CCR §§ 18995.4) with the express indication that the Authority is not required to pay a penalty arising from an alleged failure to commence an action to impose penalties pursuant to 14 CCR sections 18997.1 and 18997.2 as the Authority's responsibility under subdivision (g) of Section 4 does not extend to commencing such actions.
 - (xi) Subdivision (h) of Section 4 (14 CCR §§ 18984.11) with the express indication that the Authority is not required to pay a penalty arising from the City's granting of a waiver that is alleged not to be consistent with 14 CCR § 18984.11.
- (b) For avoidance of doubt, the Parties hereby indicate that any penalties arising from SB 1383 Regulations requirements not expressly delegated to and accepted by the Authority as set forth herein shall not be payable by the Authority.
- (c) In the event that the Authority pays any penalties assessed against the City by CalRecycle that are the result of the alleged failure to comply with Subdivision (a)(i) of Section 4, the Authority shall be entitled to allocate a reasonable portion of the penalty to the City if the Authority had provided compliant educational materials to the City for approval, and the City failed to approve them.
- (d) Nothing in this Section shall prevent either the City or the Authority (on the City's behalf when the Authority is obligated to pay the penalty) from challenging CalRecycle enforcement activities. In the event that the Authority intends to challenge CalRecycle's imposition of a penalty imposed on the City, the City shall reasonably cooperate and assist the Authority in its legal challenge. Without limiting the generality of the foregoing, the City shall promptly share any Notices of Violation or accusation issued pursuant to 14 CCR 18997.5 that it receives related to any

alleged violations that subdivision (a) would require the Authority to pay.

(e) Any penalties paid by the Authority pursuant to this section shall be paid out of Authority funds.

10. Termination. Either Party may terminate this MOU upon giving at least one hundred and eighty (180) calendar days' prior written notice to the other Party in the manner set forth in Section 10. The parties expressly acknowledge, notwithstanding anything to the contrary in this Agreement, including specifically Section 7, and/or in the past or then-present Authority budgets, that the Authority shall have no obligation after termination to fund the City's compliance with the provisions of SB 1383 Regulations delegated to the Authority pursuant to this Agreement. If City terminates the MOU effective at the end of a rate year, the Authority will, in conjunction with its action that November to approve the following year's rate structure, and the Authority Board will calculate the amount due Pinole to reimburse it for its share of unspent compliance funds based on its percentage share of volume in the rate model during the prior year. The rate model adopted for the following year's rate structure shall not require the City or customers in the City to pay for any SB 1383 compliance activities undertaken by Authority.

11. Notice. All notices shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Party, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Party at its principal office, or to such other address as the Party may designate from time to time by written notice given in the manner specified in this Section.

Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery or two (2) days after mailing if deposited in the United States mail.

12. Governing Law and Venue. This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the Parties arising out of this MOU shall be in Contra Costa County, California.

13. Amendment. This MOU may only be modified or amended by a subsequent written agreement signed by all Parties.

14. Entire Agreement. This MOU, including the Workplan, as it may be amended, represents the entire and integrated agreement between the Parties as to the subject matter referenced herein.

15. Severability. No provision of this MOU shall be interpreted to require any unlawful action by any Party. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this MOU with respect to the matter in question, and the remainder of the MOU shall remain in full force and effect. However, in the event such a section or clause is an essential element of the MOU, the Parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

16. Execution in Counterpart. This MOU may be executed in counterparts and/or by facsimile or

other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one MOU, which shall be binding upon and effective as to all Parties.

17. No Waiver. The failure of any Party hereto to enforce any of the provisions of this MOU, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

18. No Partnership. The relationship between the Parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this MOU shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and year first above written.

ATTEST:

CITY OF HERCULES

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

**WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY**

Board Secretary

Board Chair

APPROVED AS TO FORM:

Authority Counsel

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Summary report:	
Litera Compare for Word 11.5.0.74 Document comparison done on 9/14/2023 1:10:35 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://meyersnave-mobility.imatech.com/EBIMAN/5001258/3	
Modified DMS: iw://meyersnave-mobility.imatech.com/EBIMAN/5001274/11	
Changes:	
<u>Add</u>	78
Delete	62
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	140

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
General Provisions							
18981.2 (a)	Enforceable Ordinance	Adopt enforceable ordinances consistent with the requirements of chapter to mandate organic waste generators, haulers and entities to comply with requirements	Member Agencies		One-time; 1/1/2022	Completed	Store in individual member agency Implementation Records.
Article 3. Organic Waste Collection Services							
18984.1 (a)	Organic Waste Collection	Implement a three-container organic waste collection service and providing a green container (organics), a blue container (recycling), and a gray container to each generator (solid waste)	Member Agencies	Haulers	One time; 1/1/2022	Completed	Indicate in individual member agency Implementation Records.
18984.5 (a)	Contamination	Monitor the containers provided to the generators using three-container service to minimize contamination	RecycleMore	Haulers	7/1/2022	Inspection and Enforcement Program in development w/RecycleMore, cities, Haulers & subs	Written plan and agreement with Haulers. El Cerrito to have their own plan with credit back based on 7.5% from PCA rate structure
18984.5 (b)	Contamination Monitoring	Conduct a route review for prohibited container contaminants on randomly selected collection route annually . Containers may be randomly selected along a hauler route. This section should not be construed to require that every container on a hauler route must be sampled annually. Contact or written notice to generator upon discovering contaminants (left at door, gate and/or through mail, email, or electronic message) is required	RecycleMore	Haulers and Sub-consultant	7/1/2022; Annually	Inspection and Enforcement Program in development w/ RecycleMore, cities, Haulers and subcontractors	Written plan and agreement with Republic and their sub-consultant (i.e., Cascadia) El Cerrito to have their own plan with credit back based on 7.5% from PCA rate structure
18984.7 (a)-(b)	Container Colors	Provide collection containers to generators that comply with container color requirements specified in SB 1383	Member Agencies	Haulers	1/1/2022 1/1/2036	Bin & cart color changes implemented with both haulers for newly purchased containers, and	Current container orders are in compliance.

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
						all containers by 2036.	
18984.8 (a)-(c)	Container Labeling	Place a label on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this article specifying what materials are allowed to be placed in each container and items that are prohibited container contaminants for each container	Member Agencies	Haulers	7/1/2022	Bin & cart label updates by Haulers for newly purchased containers and all containers by 2036.	Current container orders are compliant. Planning a relabeling project for existing.
18984.11	Waivers	Waive a commercial business' obligation to comply with some or all of the organic waste requirements due to: - De Minimis organic waste (<20 gallon or <10 gallon per week) - Physical Space	RecycleMore/ Member Agencies		1/1/2022	RecycleMore has coordinated the waiver process with Member Agencies and Haulers.	Store in individual member agency Implementation Records.
Article 4. Education and Outreach							
18985.1 (a)	Outreach – Organic Waste Generators	Provide the following: information on organic waste generators requirements to properly separate materials in appropriate containers, methods for prevention of organic waste, recovering organic waste on site, community composting and any other local requirements, information on methane reduction benefits, the methods of organic waste recovery, the organic waste collection service uses, list of approved haulers, and how to recover organics, public health and safety and environmental impacts, information for edible food	RecycleMore/ Member Agencies	RecycleMore & Haulers	Prior to 2/1/2022; Annually	RecycleMore and Hauler Websites, Postcards, Letters to non-compliant, commercial & MFD toolkits	<u>Print:</u> 1) SB 1383 Postcards to commercial & residential generators 2) SB 1383 Fact Sheet 3) Organic Waste Recycling Poster (Republic Services) 4) Comprehensive Residential & Commercial Guide Brochure (Republic Services) 5) Multifamily Multipage Guide (Republic Services) 6) Composting at Home Brochure 7) Compost Giveaway Flyer (Republic Services) 8) Recycling Directory

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
		recovery programs, information regarding self-hauling requirements					<p>9) Quarterly Newsletters (Republic Services & EBS)</p> <p><u>Website:</u></p> <p>10) Online Recycling Guide/What Goes in Each Cart</p> <p>11) SB 1383 Compliance Pages (Businesses/ Multifamily Property Owners / Residents / Residents in Multifamily Properties</p> <p>12) Backyard Composting info & resources</p> <p>13) Compost Giveaway (Republic Services)</p> <p>14) Curbside Organics & Food Scrap Pail Program</p> <p>15) Online Business Self-Reporting Form / Self-Haul / Waivers</p> <p>16) School Recycling and Classroom Educational Programs/Organic Recycling at Schools</p> <p>17) Garbage Collection Services Hauler Contact Information Resources</p> <p><u>Social Media:</u></p> <p>18) SB 1383 Post 1/3: It's Coming</p> <p>19) SB 1383 Post 2/3: Food Waste/Climate Change/Methane Education</p> <p>20) SB 1383 Post 3/3: It's Here/Are You Ready?</p> <p>21) Various postings on the following:</p> <ul style="list-style-type: none"> a. Alternative suggestions and Awareness for Reducing, Reusing and Recycling b. Food Savings/ Sustainability/Waste Reduction Tips c. Ideas for repurposing food scraps

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
							d. Compost Giveaway for Residents/ Compost Workshop/ Discount Compost Bin Program
18985.2 (a)	Outreach – Edible Food Recovery	Develop a list of food recovery organizations and food recovery services operating within the jurisdiction and maintain the list on the jurisdiction’s website	RecycleMore		On or before 2/1/2022	List is completed and website updated. Cities to add info on their websites.	RecycleMore has contacted all Food Recovery Organizations that serve the region to clarify their acceptance & contact info.
18985.2 (b)	Outreach – Edible Food Recovery	Provide commercial edible food generators that generate edible food with the following information: details about the edible food recovery program, information about commercial edible food generators, requirements and about food organizations and services operating within the jurisdiction and where a list of all services can be found	RecycleMore		Annually	Website, Tier 1 letters	RecycleMore is finalizing the Tier 1 Letters to send out
Article 7. Regulation of Haulers							
18988.1 (a)	Reporting	Require haulers to identify the facilities to which they will transport organic waste	RecycleMore	Haulers	On or before 2/1/2022	Information ready for reporting	Indicate in individual member agency Implementation Records.
18988.1 (b)	Enforceable Ordinance	If a jurisdiction allows generators to self-haul organic waste, adopt an ordinance or a similarly enforceable mechanism	Member Agencies		Completed	Individual Ordinances allow self-haul	Indicate in individual member agency Implementation Records.
Article 8. CALGreen Building Standards and Model Water Efficient Landscape Ordinance (MWELo)							
18989.1(a)	Enforceable Ordinance	Adopt an ordinance or enforceable requirement complying with	Member Agencies		On or before 2/1/2022	To be evaluated by each	Indicate in individual member agency Implementation Records.

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
		CalGreen Code Sections 4.410.2, 4.408.1, or 5.408.1				Member Agency	
18989.2(a)	Enforceable Ordinance	Adopt an ordinance or other enforceable requirement that requires compliance with the Model Water Efficient Landscape Ordinance	Member Agencies		On or before 2/1/2022	To be evaluated by each Member Agency	Indicate in individual member agency Implementation Records.
Article 10. Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery							
18991.1	Edible Food Recovery	Implement an edible food recovery program including: educating edible food generators, increase access to food recovery organizations and food recovery services, monitor commercial edible food generators compliance, increase edible food recovery capacity (if needed)	RecycleMore	County & Sub-consultant	9/1/2022	RecycleMore is working with RecycleSmart & the County for the regional program.	RecycleMore will educate food generators about edible food recovery organizations through a brochure with information on which organizations to partner with and how to track donations. RecycleMore has contracted with Abbe & Ass. to assist in the Edible Food Recovery Plan for West County.
18991.1 (b)	Edible Food Recovery	Jurisdictions may fund actions taken to comply with this section through franchise fees, local assessments or other funding mechanisms	RecycleMore/ Member Agencies		One time; Assessed as needed	N/A; informational	
Article 11. Capacity Planning							
18992.1 (b)	Organic Waste Recycling Capacity Planning	A jurisdiction contacted by a county pursuant to subdivision shall respond to the county's request for the information necessary to comply with the requirements of this article	RecycleMore	County	120 days of receiving request from County	N/A; respond to County as needed	
18992.1 (d)	Organic Waste Recycling Capacity Planning	If a county determines that organic waste recycling capacity, each jurisdiction that lacks sufficient capacity is required to submit an implementation schedule to the Department that demonstrates how it will ensure there is enough available capacity to recover the organic waste currently disposed	RecycleMore	County	As needed	N/A; respond to County as needed	
18992.2 (c)	Edible Food Recovery Capacity Planning	If a county identifies that new or expanded capacity is needed to recover the amount of edible food identified, each jurisdiction within that	RecycleMore	County	As needed	N/A; respond to County as needed	

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
		county that lacks capacity shall submit an implementation schedule to the Department that demonstrates how it will ensure there is enough new or expanded capacity to recover the edible food currently disposed					
Article 12. Procurement of Recovered Organic Waste Products							
18993.1 (a) (e)	Recovered Organic Waste Product Procurement	Procure quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target. City shall comply with requirement by directly procuring recovered organic waste products or requiring, through written contract, that a direct service provider to the jurisdiction to procure recover organic waste products and provide written documentation	Member Agencies		1/1/2022; Annually	To be evaluated and implemented by each Member Agency	Indicate in individual member agency Implementation Records.
18993.3 (b)	Recycled Paper Content Procurement	Procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150-22154 of the Public Contract Code	Member Agencies		1/1/2022; Ongoing	To be evaluated and implemented by each Member Agency	Store in individual member agency Implementation Records.
18993.3 (c)	Recycled Paper Content Procurement	Require businesses from whom it purchases paper products and printing to certify in writing the minimum percentage of postconsumer paper products and printing and writing paper offered or sold to jurisdiction	Member Agencies		1/1/2022; Ongoing	To be evaluated and implemented by each Member Agency	Store in individual member agency Implementation Records.
Article 13. Reporting							
18994.1 (a)	Reporting	Report to the department a copy of ordinances adopted pursuant to this chapter and the contact information for the person responsible for compliance with the container color requirements	RecycleMore/ Member Agencies		4/1/2022	Completed	Store in individual member agency Implementation Records.
18994.2 (a)	Reporting	Report for the period covering the entire previous calendar year	RecycleMore		10/1/2022; 8/1/2023		First Program reporting 10/1/22 and 8/1 thereafter.

**EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore**

June 2022

Section Reference	Type of Requirement	Requirement	Responsible Party	Delegation	Frequency	Action Item(s)	Deliverables
					and annually thereafter	RecycleMore is working with the Haulers and will be prepared to report.	
Article 14. Enforcement Requirements							
18995.1 (a) (1) (A)	Enforcement	Have an inspection and enforcement program that is designed to ensure overall compliance with this chapter and complete a compliance review of all garbage accounts for commercial businesses that generate two cubic yards or more per week of solid waste and determine compliance, as well as conduct route reviews, and contamination requirements	RecycleMore/Mem ber Agencies	Haulers – Initial Inspections NOV – RecycleMo re Citations – Member Agencies	1/1/2022; Annually	Inspection and Enforcement Program in development with RecycleMore and Haulers	Store in individual member agency Implementation Records.
18995.1 (a) (2)	Enforcement	Conduct inspection of Tier 1 commercial edible food generators and organizations 2022, and Tier 2 on or after January 1, 2024	RecycleMore	Sub- consultant	1/1/2022; 1/1/2024	Inspection and Enforcement Program to be implemented	Store in individual member agency Implementation Records.
18995.1 (a) (3)	Enforcement	Inspect, conduct route or compliance reviews when investigating a complaint	RecycleMore		1/1/2022	RecycleMore will follow-up on complaints.	Store in individual member agency Implementation Records.
18995.1 (a) (4)	Enforcement	Provide educational material describing the applicable requirements of this chapter in response to violations	RecycleMore		1/1/2022- 12/31/2023	Inspection and Enforcement Program to be implemented	Store in individual member agency Implementation Records.
18995.1 (a) (5)	Enforcement	Enforce this chapter in response to violations	RecycleMore		1/1/2024	Inspection and Enforcement Program to be implemented	Store in individual member agency Implementation Records.
18995.1 (a) (6)	Enforcement	At least every five years from the date of issuance, verify through inspection that commercial businesses are meeting de minimis and physical space waivers for compliance	RecycleMore		Every 5 years	Inspection and Enforcement Program to be implemented	Store in individual member agency Implementation Records.
18995.1 (b)	Enforcement	Conduct a sufficient number of route reviews and inspections of entities described in this section to	RecycleMore/ Haulers & Sub- consultant	Haulers & Sub- consultant	Ongoing	Inspection and Enforcement Program in	Store in individual member agency Implementation Records.

EXHIBIT A
Draft SB 1383 Workplan between Member Agencies and RecycleMore

June 2022

<i>Section Reference</i>	<i>Type of Requirement</i>	<i>Requirement</i>	<i>Responsible Party</i>	<i>Delegation</i>	<i>Frequency</i>	<i>Action Item(s)</i>	<i>Deliverables</i>
		adequately determine overall compliance with this chapter				development with RecycleMore and Member Agencies	
18995.1 (c)	Enforcement	Generate a written or electronic record for each inspection, route review, and compliance review conducted pursuant to this chapter	RecycleMore	Haulers & Sub-consultant	Ongoing	Inspection and Enforcement Program in development with RecycleMore and Member Agencies	Store in individual member agency Implementation Records.
18995.1 (d)	Enforcement	Documentation of route reviews, compliance and inspection reviews, as well as other records of enforcement shall be maintained in the Implementation Record . Records will include copies of all documentation, enforcement actions, date of violation, date of compliance and educational materials	RecycleMore	Haulers & Sub-consultant	Ongoing	Inspection and Enforcement Program in development with RecycleMore, Hauler and Member Agencies	Store in individual member agency Implementation Records.

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recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Reka Abraham - Program Manager
SUBJECT: Staff Report - Recycling and HHW Programs Update

ACTION REQUESTED:

Information only.

BACKGROUND:

DISCUSSION:

Program Updates:

1. SB1383
 1. Edible Food Recovery
 1. Grant allocations – funding allotments determined.
 2. Edible food generator inspections list – generator list determined and sent to Contra Costa County Health Inspectors.
 3. Edible good generation and recovery compliance tracking software - the best software option to meet RecycleMore's needs was determined to be Careit.
 4. Careit outreach project – Nothing Wasted Consulting chosen to bring Careit to all Tier 1 and 2 generators for SB 1383 compliance.
 5. Non-compliance outreach project - Earth Island Institute (Food Shift) chosen to work with all SB 1383 commercial edible food generators flagged as non-compliant via Contra Costa County Health Inspections.
 6. Capacity planning – determining surplus edible food generation and surplus edible food recovery capacity as required by Contra Costa County Department of Conservation & Development.
 1. Commercial non-compliance outreach – non-compliance letters sent to all new non-compliant businesses that were not included in the 2023 compliance project.
2. HHW

1. Battery boxes – determining a new vendor for the battery box program.
2. Acceptable e-waste list – determined acceptability requirements for e-waste at the HHW facility to clarify to HHW contractor and residents what items are and are not accepted.
3. Other Programs
 1. DIY Repair Workshop – to be held at the City of San Pablo library in collaboration with Fixit Clinic on May 18th from 11am-2pm. Bay Area Bike Mobile will also be in attendance in the library parking lot.

ATTACHMENTS:



recycle more
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Lisa Borreani - Program Mgr
SUBJECT: Staff Report - Outreach Programs Update

ACTION REQUESTED:

Information only.

BACKGROUND:

DISCUSSION:

PROGRAM UPDATES – Planned for May 2024

1. Website

- Continued transition of online disposal and recycling guide to Waste Wizard due to the RouteWare acquisition of Recyclist.
- Begin search of new website management and hosting provider due to the RouteWare Acquisition of Recyclist. RouteWare will no longer be providing this service and support.
- Article – Earth Day 2024 events recap.

2. Social

- Earth Day IG Vermicomposter Starter Kit Giveaway winner to be selected and announced on May 6.
- 5/18/24 – Support El Cerrito Citywide Garage Sale
- Memorial Day – Support CPSC Refuel Your Fun (Reusable 1lb propane cylinders)

3. School Programs - Partnership with Republic Services:

- Recycling Facility Tours - Restarted in April 2024 (May 14 next tour with 60 students with Murphy Elementary).
- School Assemblies – May 16 scheduled with Saint David's for 162 students.

4. Newsletter

- Q3 2024 Republic Services newsletter layout draft in progress working with

Member Agencies.

5. Events

- Fix it Clinic – May 18, 2024 – Promotion continued.
- HHW Event – June 22, 2024 – Promotion in progress/coordinated with Republic Services.

ATTACHMENTS:



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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Peter Holtzclaw - Executive Director
SUBJECT: PCA Board Direction

ACTION REQUESTED:

Information only

BACKGROUND:

Since the Board directed staff to prepare a Request for Proposals for Post Collection services in February 2024, two significant material changes in the marketplace have happened.

1. The Solid Waste Collection RFP issued jointly by the cities of Richmond and San Pablo resulted in only one proposal, submitted by Republic Services through its Richmond Sanitary Services (RSS) subsidiary.
2. Concurrently, RSS and the City of Richmond have extended a separate transfer franchise until 2035, which dictates that all solid waste collected by RSS in Richmond must travel through the Republic's Golden Bear facility in Richmond.

These two occurrences have led staff to ask the Board to reconsider its earlier direction to staff to issue a Post Collection RFP, as they make the RFP moot.

DISCUSSION:

A significant issue has arisen since the March 2024 Board meeting, and that is the result of the Richmond/San Pablo Collection RFP. The collection RFP resulted in only one bidder, Richmond Sanitary/Republic Services. This isn't surprising, it's what RecycleMore staff predicted would happen in the October Ad Hoc Report regarding the Post Collection system, and staff stated back in December and February Board meetings that the prediction similarly applied to the collection system. The collection RFP closed in mid-March, and Richmond Sanitary Service, a Republic subsidiary, was the sole bidder.

This is a significant, material change to the marketplace, and the Board should reconsider its prior direction to issue a Post Collection RFP. If Republic is the sole collector of solid waste in

the region (save for El Cerrito, who's franchise collector East Bay Sanitary was established via a sole source negotiation last year, and the company has no Post-Collection assets), then there is no legitimate reason for RecycleMore to issue a Post Collection RFP, or even an RFQ/SOI.

The Ad Hoc Report went into much detail for the reasons against an RFP, but it left out a critical point that is now relevant. Non-internalized/"received" tons are the least profitable volumes for solid waste companies to handle (which do not include "gate rate" received tons). Since Republic is the only collector in West Contra Costa County, other waste companies are guaranteed not to bid on any post-collection volumes here. This is on top of the other primary reasons for not bidding – other waste companies do not have any transfer capabilities to move collected waste to their landfills, MRFs, or compost facilities (as well as not having any HHW capabilities). Issuing a Post Collection RFP now, knowing Republic is the only hauler with post collection assets in the region, would be a waste of time and money, and go directly against the interest of local rate payers by abandoning RecycleMore's bargaining power for the next Post Collection Agreement.

Moreover, there is also a current transfer franchise agreement between the City of Richmond and Republic that dictates all of Richmond's solid waste must be processed through the Republic Golden Bear facility. This agreement (attached to this report) ends on 1/1/2025, but can be unilaterally extended by either party until 2035. It appears Republic has exercised its right to extend this agreement. It seems that this agreement dovetails with RecycleMore's PCA with Republic, and staff is seeking more clarity on this issue. This is another reason not to issue an RFP, because no other waste company would consider responding to it given this side agreement between the City of Richmond and Republic Services.

CONCLUSION:

Staff is requesting the Board to reconsider its earlier direction to staff to issue a Post Collection RFP, as the two significant material changes in the marketplace, indicated in the Background section of this report, make the RFP moot. Rather, staff can begin negotiating the next PCA with Republic, as the current PCA ends in June 2025. The Board does not need to decide now. Board direction to staff can be given in June or July, as this pause can allow Richmond and San Pablo City Councils to rescind their earlier directions to their Board Directors to vote for a PCA RFP.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 8.1 - Attachment 1: RFP Attachment 3c - Golden Bear Transfer Station Agreement_small.pdf](#)

ORIGINAL

EXCLUSIVE FRANCHISE AGREEMENT

BETWEEN

THE CITY OF RICHMOND, a Municipal Corporation

AND

**GOLDEN BEAR TRANSFER SERVICES, INC.
A California Corporation**

EXCLUSIVE FRANCHISE AGREEMENT

1. **PARTIES.** This Agreement, effective on June 28, 2004, is by and between the City of Richmond, a Municipal Corporation ("City") and Golden Bear Transfer Services, Inc., a California Corporation ("Franchisee").

2. **DEFINITIONS.** As used herein, the following terms shall have the meanings set forth below:

Agreement. "Agreement" means this exclusive Franchise Agreement by and between the City and Franchisee for the transfer of Solid Waste.

Franchisee. "Franchisee" means Golden Bear Transfer Services, Inc., a wholly-owned subsidiary of Republic Services, Inc., the entity which has been granted an exclusive franchise pursuant to the terms and conditions set forth in this Agreement.

City. "City" means the City of Richmond, a Municipal Corporation.

City Manager. "City Manager" means the City Manager of the City.

Disposal Fees. "Disposal Fees" means any form of disposal charge, tipping fee, disposal fee, including any taxes, fees or surcharges of any type whatsoever applicable to the disposal of Solid Waste in a Solid Waste landfill facility.

Franchise Area. "Franchise Area" means the corporate City limits of the City, as those limits may be amended from time to time.

Gross Revenues. "Gross Revenues" means revenues from Solid Waste Transfer services provided at the Solid Waste Facility by Franchisee, exclusive of governmental taxes, fees and surcharges applicable to said Gross Revenues. Gross Revenues does not include any other revenues of Franchisee, including without limitation any fees or other receipts related to Recyclable Materials or Disposal Fees.

Recycling. "Recycling" means the process of collecting, sorting, cleaning, treating and reconstituting materials and recovering them so that they may be used in the form of raw material for new, reused, or reconstituted products.

Recyclable Materials. "Recyclable Materials" means those materials subject to Recycling.

Solid Waste. "Solid Waste" has the meaning set forth in Richmond Municipal Code section 9.20.010.

Solid Waste Facility. "Solid Waste Facility" means a Solid Waste Transfer/Processing Station.

Exclusive Franchise Agreement
City of Richmond and Golden Bear
Transfer Services, Inc.

June 28, 2004
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Solid Waste Transfer. "Solid Waste Transfer" means the services of handling Solid Waste at the Solid Waste Facility and preparing the Solid Waste for transport in hauling vehicles to a landfill disposal facility. Solid Waste Transfer includes the temporary storage of Solid Waste, separation of materials in the Solid Waste, or to transfer the Solid Wastes directly from smaller to larger vehicles for transport. Solid Waste Transfer does not include disposal fees and charges or transportation of, or transportation costs for transport of, Solid Waste from the Solid Waste Facility to a landfill for disposal.

Solid Waste Transfer/Processing Station. "Solid Waste Transfer/Processing Station" means a facility utilized to receive solid wastes for transfer to a landfill for disposal, to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport. "Solid Waste Transport/Processing Station" does not include any of the following:

- (1) A facility, whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards, manure;
- (2) A facility, whose principal function is to receive, store, convert, or otherwise process recyclable materials and solid wastes not intended for disposal;
- (3) The operations premises of a duly licensed solid waste handling operator who receives, stores, transfers, or otherwise processes wastes as an activity incidental to the conduct of a refuse collection and disposal business in accordance with land use approvals and health regulations.

3. **TERM.** The term of this Agreement and the exclusive franchise granted hereunder shall commence on June 28, 2004, and continue through December 31, 2025 ("Initial Term"). City and Franchisee shall have the right to extend the Initial Term of this Agreement for a period of ten (10) years through and including December 31, 2035, upon written notice to the City or Franchisee, as appropriate, no less than 180 days prior to the expiration of the Initial Term.

4. **INTENT TO PROVIDE FOR ALL SOLID WASTE TRANSFER AND PROCESSING.** The Parties hereto agree that City has the right pursuant to Public Resources Code section 40059 and Richmond Municipal Code Chapter 9.19 to grant to Franchisee the exclusive privilege to provide Solid Waste Transfer services in the Franchise Area. The intent of this Agreement is to provide for the Franchisee to be the exclusive provider of Solid Waste Transfer services in the Franchise Area, on the terms and conditions set forth herein.

5. **GRANT OF EXCLUSIVE PRIVILEGE.** City hereby grants to Franchisee the exclusive privilege to provide Solid Waste Transfer services within the Franchise Area pursuant to the terms of this Agreement.

6. **FRANCHISEE'S DUTY TO MAINTAIN RECORDS.** Franchisee shall maintain a proper set of books and records in accordance with generally accepted accounting principles, accurately reflecting the business operations subject to this Agreement.

7. **FRANCHISE FEE TO CITY.** Franchisee shall pay to the City a Franchise Fee pursuant to Richmond Municipal Code section 9.19.030(c) for the exclusive privilege of providing Solid Waste Transfer services within the Franchise Area. The Franchise Fee is set forth in the attached Exhibit "A".

8. **TRANSFER RATE FOR CITY SOLID WASTE.** In consideration of the City's grant of an exclusive franchise to Franchisee herein, Franchisee agrees to provide transfer and handling services for the City's Solid Waste at the rates set forth in Exhibit "B" to this Agreement.

9. **COMMITMENT OF CITY SOLID WASTE; CONFORMANCE WITH PLAN.** In consideration of Franchisee's performance of services pursuant to this Agreement, City agrees that:

- (a) subject to and immediately upon the expiration of its commitment of City's Solid Waste to a "Designated Facility" pursuant to the Exercise of Joint Powers Authority Agreement dated April, 1991, reflected in the amendment to the City's collection franchise agreement with RSS, Inc. dated January 20, 1994, the City agrees that it shall commit all of City's Solid Waste for Solid Waste Transfer to Franchisee's Solid Waste Facility for the Term of this Agreement; and
- (b) City has determined that in its judgment that the Franchisee's Solid Waste Facility to be located at the West Contra Costa Landfill Facility site should be considered to be in conformance with the requirements of the Integrated Waste Management Plan for West Contra Costa County, and further agrees to provide written notification to the West Contra Costa Integrated Waste Management Authority of City's determination in this regard upon execution of this Agreement.
- (c) City and Franchisee agree that the initial designated disposal facility for City Solid Waste shall be the Potrero Hills Landfill. The designation of the disposal facility may be changed by the mutual written agreement of the Parties to be reflected in an amendment to this Agreement.

10. **INSURANCE.** Franchisee shall procure and maintain in full force and effect at all times during the entire term of this Agreement the following insurance coverage:

- (a) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (b) Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.
- (c) Workers' Compensation and Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury or disease, \$1,000,000 each employee bodily injury by disease.
- (d) Pollution and/or Environmental Impairment Liability: \$3,000,000 each occurrence/\$10,000,000 policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Collector shall ensure that such coverage shall, if commercially available, without involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate this insurance is primary and no other insurance carried by City will be called upon to contribute to a loss suffered by Franchisee hereunder and waive subrogation against City and other additional insureds.
- (e) Collector's deductibles, self-insured retentions or self-insurance programs are authorized pursuant to this Franchise Agreement.

Evidence of comprehensive general liability, automobile liability, employer's liability and workers' compensation insurance shall be provided by Franchisee by filing with City a certificate of insurance indicating that City is included as an additional named insured if commercially available under the liability policies. All policies shall include a provision that should a policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days' written notice to the City.

Such insurance shall be obtained from a company or companies licensed to do business in the State of California. Failure of Franchisee to maintain insurance in the manner and amount stated herein may constitute a material breach of this Agreement.

11. **INDEMNIFICATION.** Franchisee agrees to defend, indemnify and hold harmless the City, its officers, employees, agents against any and all liability, claims, judgments, or demands, including demands arising from injuries or deaths of persons and damage to property and claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1976, as amended, ("CERCLA"), arising out of the Franchisee's performance of services pursuant to this Agreement, save and except claims or litigation arising through the sole negligence or willful misconduct of City.

12. **ATTORNEY'S FEES.** In the event that any legal action or proceeding is necessary to enforce the terms and conditions of this Agreement, the prevailing party in any such

action shall be entitled to an award of reasonable attorneys fees and costs, including any consultant expenses and expert witness fees.

13. **ASSIGNABILITY.** Franchisee shall not assign, subcontract or transfer this Agreement or any part hereof, or any obligation hereunder, without the prior written consent of City, which consent shall not be unreasonably withheld..

14. **INVOLUNTARY ASSIGNMENT.** No interest of Franchisee in this Agreement shall be assignable by operation of law. Each or any of the following acts shall be considered an involuntary assignment providing City with the right to elect to terminate the Agreement forthwith, without suit or other proceeding:

(1) If Franchisee is or becomes insolvent, or makes an assignment for the benefit of creditors;

(2) If Writ of Attachment or Execution is levied on this Agreement or other property of Franchisee such that would affect Franchisee's ability to perform its duties and obligations under this Agreement.

(3) If in any proceeding to which Franchisee is a party, a Receiver is appointed with authority to take possession of Franchisee's property such that would affect Franchisee's ability to perform its duties and obligations under this Agreement;

15. **NOTICE PROVISIONS.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or ten (10) days after posted by certified mail, return receipt requested, addressed as appropriate either to Franchisee:

Golden Bear Transfer Services, Inc.
Attention: President
P.O. Box 94804-0100
3260 Blume Drive, Suite 210
Richmond, California 94806

To City:

City of Richmond
Attention: City Manager
Richmond City Hall
1401 Marina Way South
Richmond, CA 94804

Each party shall also mail a courtesy copy to counsel for the other party.

16. **BREACH, CURE AND TERMINATION.** Upon recommendation by the City Manager, the City shall determine whether a breach of any provision of this Agreement by Franchisee has occurred. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct. In the event that the City determines that a breach has occurred, City shall give Franchisee written notice of the

breach setting forth the alleged breach or default. Franchisee shall have a reasonable period of time to cure the alleged breach or default based on the nature of the asserted claim for breach or default. In the event the breach or default is cured to the satisfaction of the City within the period of time allotted, the breach shall not be deemed a material breach. In the event that the City determines that Franchisee has failed to satisfactorily cure the breach or default within the period of time allotted, the City may determine such breach or default to be material, subject to Franchisee's rights pursuant to the dispute resolution procedure set forth hereinbelow.

Any uncured material breach shall be cause for termination of this Agreement by the City. Upon the occurrence of an uncured material breach and the declaration of such and termination of this Agreement by the City, this Agreement and the franchise granted thereunder shall be of no further force and effect, including all provisions of Exhibits "A" and "B".

In the event of a dispute between Franchisee and the City of whether or not a material breach has occurred, or whether or not such a breach has been cured, or otherwise under this Agreement, then the parties shall engage in good faith negotiations to resolve their differences. The party seeking to commence the dispute resolution process provided by this paragraph shall send a written notice to the other party. The parties may elect to employ the services of a mediator to assist in the resolution of any such dispute. In the event that the parties are unable to resolve their dispute within thirty days of the date of the sending of the notice, then either party may commence an action in the Superior Court of the State of California in the County of Contra Costa seeking declaratory relief of the respective rights and obligations of the parties.

17. **FORCE MAJEURE.** Notwithstanding Franchisee's exclusive franchise rights set forth in Section 5 of this Agreement, upon an event of Force Majeure due to war, insurrection, riots, floods, earthquakes, fires, acts of God, acts of terrorism, a public enemy, epidemics, quarantine restrictions, labor disputes, or any other causes which may be beyond the control or not the fault of Franchisee, which interrupts the performance of services by Franchisee, the City Manager shall have the right to declare a temporary suspension of this Agreement for the reasonable duration of the event of Force Majeure and until such time as City determines that Franchisee is able to reassume all obligations under this Agreement. Should Franchisee fail to demonstrate to the reasonable satisfaction of the City Manager that required services can be resumed by Franchisee prior to the expiration of a six (6) month period, this Agreement may be terminated at the direction of the City.

Upon an event of Force Majeure beyond the control or not the fault of Franchisee, which does not interrupt the performance of services by Franchisee, but affects the costs incurred by Franchisee to perform the duties and obligations described herein, Franchisee may apply to City for changes to the rates set forth in Exhibit A to this Agreement.

Franchisee shall not be in breach or default under the terms of this Agreement if such breach or default is due to a Force Majeure event including without limitation war, insurrection, riots, floods, earthquakes, fires, acts of God, acts of terrorism, a public enemy, epidemics, quarantine restrictions, labor disputes or any other causes beyond the control or not the fault of Franchisee, and such breach or default could not have been prevented by reasonable foresight on the part of the Franchisee.

18. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

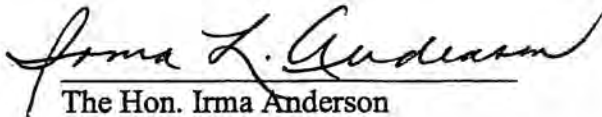
Franchisee shall comply with all applicable laws, rules and regulations governing the services to be performed herein regarding the transfer and processing of Solid Waste.

19. AMENDMENT OR MODIFICATION. This Agreement may be amended or

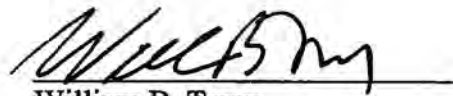
modified only upon the prior written agreement of the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

CITY OF RICHMOND:

FRANCHISEE:



The Hon. Irma Anderson
Mayor, City of Richmond



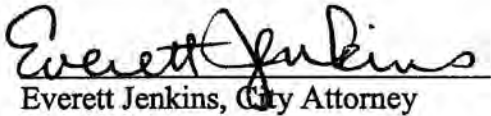
William B. Terry
President, Golden Bear Transfer
Services, Inc.

ATTEST:



Diane Holmes, City Clerk

Approved As To Form:



Everett Jenkins, City Attorney

EXHIBIT A

Franchise Fee

In consideration of the mutual covenants and promises of the Parties set forth in this Agreement, Franchisee shall pay to City a Franchise Fee which *shall be the greater of the following*:

(a) a fee of One Dollar and Fifty Cents (\$1.50) per ton of Solid Waste transferred for disposal through Franchisee's Solid Waste Facility. Said per ton fee shall not be applied to any tons comprising Recyclable Materials or other materials not transferred for disposal; or

(b) a fee equal to two and one-half percent (2.5%) of Franchisee's Gross Revenues generated from Solid Waste Transfer services under this Agreement, based upon audited revenue statements submitted annually to the City. The payment to the City shall be made on a monthly basis, with annual adjustments as necessary based on review of the audited revenue statement. "Gross Revenues" means revenues from Solid Waste Transfer services provided at the Solid Waste Facility by Franchisee, exclusive of governmental taxes, fees and surcharges applicable to said Gross Revenues. Gross Revenues does not include any other revenues of Franchisee, including without limitation any fees or other receipts related to Recyclable Materials or Disposal Fees.

Pursuant to the provisions of Richmond Municipal Code section 9.19.030, the Franchise Fee paid to City pursuant to this Franchise Agreement shall be the sole and only fees and charges that may be assessed by the City regarding the Solid Waste Facility. Except as specifically provided pursuant to Richmond Municipal Code section 9.19.030 (d), no other fees or charges or excises of any kind shall be assessed or levied, including without limitation any host fees or mitigation fees, however derived.

EXHIBIT B

CITY'S SOLID WASTE TRANSFER SERVICE RATES

Franchisee agrees that in consideration of the mutual covenants and promises set forth in this Agreement, City shall be entitled to a preferential rate for Solid Waste Transfer services for the City's Solid Waste ("Transfer Rate"), which Transfer Rate shall be as favorable as the rate charged to the West Contra Costa Integrated Waste Management Authority ("JPA") for Solid Waste Transfer services.

The foregoing notwithstanding, upon the earliest date of:

- (1) the expiration of the term of the Service Agreement between the JPA and West Contra Costa Resource Recovery ("WCRR") for the operation of the Integrated Resource Recovery Facility ("IRRF");
or
- (2) the expiration of the term of any agreement, other than the Service Agreement, between the JPA and any affiliated entity of Franchisee (including WCRR) for the transfer of Solid Waste which includes the City Solid Waste; or
- (3) the commencement date of operation of the Franchisee's Solid Waste Facility for transfer of Solid Waste;

Franchisee agrees to provide handling and transfer services for the City's Solid Waste at the rate of \$15.04 per ton, exclusive of any governmental or contractual taxes, fees and surcharges. Effective January 1, 2004, the Transfer Rate shall be adjusted annually for the remaining term of this Agreement on December 31 of each year, by the change, if any, in the San Francisco - Oakland - San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on or before the November 30 preceding the December 31 adjustment.



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: May 9, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: West Contra Costa Integrated Waste Management Authority Fiscal Year 2024-25 Draft Budget

ACTION REQUESTED:

Provide direction to staff on the Draft Fiscal Year (FY) 2024-25 Budget as proposed below:

- Staff proposes a FY 2024-25 Operating Budget in the amount of \$1,703,415 including use of reserves to balance the Operating Fund;
- Staff forecasts revenues to be \$1,197,910;
- Staff proposes 6 full-time positions.

BACKGROUND:

The Board approved the FY 2023-24 Budget in June 2023, which included the following:

- Total expenditures of \$1,663,188 which used \$785,250 in reserves;
- Six full time positions and one part-time contractor;
- Projected Revenues of \$1,238,756

In November 2023, the Board approved the Post-Collection Rate Structure underpinning the Authority's FY 2023-24 and FY 2024-25 Budget. This included:

- The approved rate structure based on Republic processing 155,059 tons (including solid waste, recycling, organics, and dry waste);
- The revenue requirement for post-collection activities totaled \$117.15 per ton. Of this amount, Republic pays the Authority \$6.83 per ton per month to cover the Authority's expenses, as outlined in the Post Collection Agreement. El Cerrito also pays a monthly amount based on a volume amount equal to 7.5% of the total tonnage that is included in Republic's monthly amount.

DISCUSSION:

Summary of the Operating Fund Budget

Operating Fund Revenues - Fiscal Year 2024-25 Operating Fund Recommended Budget revenues are estimated at **\$1,197,910**. There are three primary sources of Operating Fund revenue. The first source is fees paid by Republic to RecycleMore as required under the Post-Collection Agreement which includes payments from the City of El Cerrito to contribute their “fair share” of RecycleMore administrative and operating costs. The second is funds and reimbursable expenses from the Oil Payment Program, HHW, and SB 1383 Local Assistance Grants. The final revenue source is interest from the Operating Fund balance.

Republic Services Payments	\$ 1,070,337
Grants	\$ 120,073
Interest	\$ 7,500
Total	\$ 1,197,910

The proposed FY 2024-25 budget accounts for revenue and expenses and their impacts on the fund balances and the Authority’s programs and services.

Operating Fund Expenses – Proposed FY 2024-25 Operating Fund Expenses are **\$1,703,415**.

The FY 2023-24 operating expenses were budgeted at \$1,701,288. The major categories and amounts in the recommended FY 24-25 Budget compared to FY 23-24 are:

	<u>FY23-24</u>	<u>FY24-25</u>
Personnel	\$970,679	\$991,788
Professional Services	n/a	n/a
Program Expenses	\$339,509	\$351,493
General Expenses	\$352,910	\$360,134
<u>Grant Expenditures</u>	<u>n/a</u>	<u>n/a</u>
Total	\$1,663,188	\$1,703,415

As a note, last year’s categories don’t line up specifically with this year’s categories as the Authority is reformatting its general ledger codes into QuickBooks from San Pablo’s internal finance system.

Personnel – Recommended FY 2024-25 Budget expenses include staff salaries and benefits of \$991,788 as summarized below:

- The FY 2024-25 Proposed Budget includes funding for six positions (One Executive Director; One Office Administrator; Two Program Managers; and Two Coordinators)
- Employee Benefits - There are no new or enhanced benefits in the recommended FY 2024-25 Budget. There are minor additional expenses for cost increases for maintaining employee benefits

at the current level.

- Cost of Living Adjustment – COLA is not illustrated here, but 3.5% is precedent.

Professional Services Professional Services Expenses are included in the recommended Operating Budget are not broken out but are included within the General Expenses and Program Expenses. These are funds for ongoing services, such as Legal Counsel, an Annual Financial Audit and ongoing IT Maintenance services. There are also funds for one-time services and ongoing services, such as various software needs, cell phone plan, and website maintenance. The same holds for Grant Expenditures.

Program Expenses Program Expenses are used mainly for the Schools Program; AB 939 and SB 1383 Programs; Recycling, HHW, and Oil Recycling Programs; Commercial Programs; and Focused Outreach. The Proposed FY 2024-25 Budget includes \$351,493 for Program Expenses that are discussed later in the report.

General Expenses General Expenses are proposed at \$360,134.

Use of Reserves The Proposed FY 2024-25 Budget has total expenses of \$1,703,415 and total revenues of \$1,197,910. Balancing the FY 2024-25 Proposed Budget at Board policy 67% of revenues would require use of reserves from the Reserve Fund in the amount of \$868,188.

Summary of the Recycling Fund Budget (Reserves)

Recycling Fund Revenues Staff estimates the Recycling Fund will earn about \$7,500 interest during FY 2024-25. There are no other income sources of income for this Fund.

Refer to Exhibit A-1 for a breakdown of Fund Balances, Revenues and Expenses, A-2 for a List of Expenditures in the main Budget Categories, A-3 for the detail with those Budget Categories, A-4 for salary/compensation schedules, and A-5 for the Compliance Fund.

Discussion of Major Projects

The FY24-25 budget has a number of on-going, important projects; the more notable ones are briefly described here.

On-Going Projects

Website

- RecycleMore's website was successfully revamped and is now in on-going maintenance mode along with adding new content; RecycleMore will need to find a new vendor as RouteWare will not host the website or support it, since acquiring it from Recyclist.

Mattresses

- This is to fund the current cooperative agreement with Republic to process the large volume of mattresses collected and dropped off in the jurisdiction.

Edible Food

- Staff has concluded this year's initial grant recipients and anticipates another grant program in FY24-25 along with using consultants to both foster greater capacity via the Careit software application as well as improving compliance.

Events and Promotional Items

- RecycleMore already engages in events with promotional items (like reusable bags, water bottles, etc) with full staff our capacity is greatly increased.
- This includes updating the Authority’s logo, the purchase of various promotional items, the van costs, and maintaining items like banners, tables, chairs, and a commercial-grade canopy.
- Staff is also exploring more collaboration with local nurseries to promote organic recycling, and is working to have compost give-aways at these local businesses which will include back yard composters.
- After the great success in Hercules, staff is developing three FixIt Clinics that encourage residents to repair household items versus disposing them for FY24-25.

Backyard Composters

- Staff believes subsidizing a greater portion of backyard composters, which run well over \$150 per unit, will spur residents to purchase and use these items.
- Staff plans to showcase these in collaborative events with local nurseries that will also include master composter training programs.

MFD Pails/Stickers and Indoor Commercial Recycling Bins

- As part of our collaborative Multifamily Dwelling outreach strategy within our SB 1383 program is supporting the cost of food scrap pails for residents in MFD’s.
- Staff is also seeing a surge in commercial businesses requiring indoor bins, as the commercial sector recovers from the pandemic.

School Trolley

- Staff now feels the trolley concept isn't worth the cost of procuring a new unit.

Compliance Fund

See attachment A-5 for an overview of the Restricted Compliance Fund for AB 1826 and SB 1383. This contains a breakdown of anticipated expenses and revenues for compliance activities that are paid out of that fund and not RecycleMore’s budget.

Briefly, the Compliance Fund has a current balance of \$682,263 as of 3/31/2024. Anticipated expenses include (in the amount of \$460,000):

Outreach	\$ 50,000
Data Trackers	\$ 36,000
Edible Food Inspections	\$ 35,000

Edible Food Consultants	\$ 90,000
Careit	\$ 10,000
Route Reviews	\$ 94,000
QCS	\$ 45,000
Edible Grants	\$100,000

The Compliance Fund will have an additional \$233,000 (approximately) deposited into it from the Rate Structure for the remainder of CY2024.

2024 Rate Structure and Forecasted 2025 Rate Structure

RecycleMore’s budget and the Post Collection Rate Structure happen in six-month intervals, and both provide a way for the Board to view the spending of RecycleMore’s budget and the efficacy of its and Republic’s programs.

The historical Rate Structure is attachment A-6, and shows a 2024 forecast relative to the PCA, HHW Program, RecycleMore’s budget and the Recycling Credit.

- Given RecycleMore’s anticipated shortfall, staff anticipates an increase to RecycleMore’s budget for CY2024.
- Staff believes there will be a 4% increase to the Material Specific line item as inflation remains above 4%.
- The Recycling Credit will give some relief to the three increases
- These are all forecasts, as we’re only 4 months into the rate year.

Fund Balances

Estimated Fund Balances	<u>6/30/2024</u>	<u>6/30/2025</u>
Operating Fund	\$ 356,463	\$ 709,566
Recycling/Special Projects Fund	\$ 1,567,575	\$ 981,075

Board policy:

- Operating Fund set at 67% of revenues (based on rate revenues of 1,059,053, this is \$709,566)
- Recycling/Special Projects Fund at \$662,000

CONCLUSION:

Staff has proposed an FY 2024-2025 Budget in the estimated amount of \$1,703,415 as a starting point with the Board to receive direction on a final budget.

Attachments:

A-1 Budget Summary

A-2a Salary Compensation Schedule

A-2b Employees Salary & Benefits Schedule

A-3 General Expense Schedule

A-4 Program Expense Schedule

A-5 Compliance Fund

A-6 PCA Rate Structure

FISCAL IMPACT:

Operating Fund Budget - The Proposed FY 2024-2025 Operating Fund Budget includes:

1. Total expenses of **\$1,703,415** and total revenues of **\$1,197,910**.
2. Use of reserves in the amount of **\$866,188** to balance FY 2024-25 Operating Budget.
3. Funding for six full time positions.

Recycling Fund Budget (Reserves) - The recommendation for the Recycling Fund Budget consists of appropriating \$866,188 to maintain the operating budget at 67% of revenue. For FY23-24, the Board approved use of \$785,250 in reserves to balance the budget but this was not necessary. For FY24-25, an amount of \$866,188 is proposed to cover an anticipated shortfall. The Reserve Fund is estimated to be \$587,988 on 6/30/2025.

Fund Balances (estimated)

	<u>6/30/2024</u>	<u>6/30/2025</u>
Operating Fund	\$ 356,463	\$ 717,126
Recycling/Special Projects Fund	\$ 1,446,656	\$ 587,988

ATTACHMENTS:

- [Agenda Item 8.2 - Attachment A1: FY24-25 Budget Summary \(DRAFT\).xlsx](#)
- [Agenda Item 8.2 - Attachment A2a: FY 24-25 Salary Compensation Schedule \(DRAFT\).xlsx\).xlsx](#)
- [Agenda Item 8.2 - Attachment A2b: FY 24-25 Employees Salary & Benefits Expenses Schedule \(DRAFT\).xlsx](#)
- [Agenda Item 8.2 - Attachment A3: FY 24-25 Operational Expenses Schedule \(DRAFT\)..xlsx](#)
- [Agenda Item 8.2 - Attachment A4: FY 24-25 Program Expenses Schedule \(DRAFT\).xlsx](#)
- [Agenda Item 8.2 - Attachment A5: FY24-25 Compliance Fund \(DRAFT\).xlsx](#)
- [Agenda Item 8.2 - Attachment A6: PCA Rate Structure](#)
- [Agenda Item 8.2 - Attachment A7 - FY24-25 Draft Budget Slide Deck May 2024 050224.pptx](#)

WCCIWMA Draft FY24-25 Budget

	Operating Fund	Special Projects Fund
OPENING FUND BALANCE July 1, 2024 (Projected)	356,463	1,446,656
Revenue		
Post-Collection Rates	1,070,337	
Grants	120,073	
Interest	7,500	7,500
Total Revenue	1,197,910	7,500
Expenditures		
Salaries & Benefits	991,788	
General Operating	360,134	
Program	351,493	
Total Expenditures	1,703,415	
Total Revenues less Expenditures	(505,505)	
Transfer Out		(868,188)
Transfer In	868,188	
Projected Year-End Fund Balance 6/30/2025	\$ 717,126	\$ 587,988
Board Policy	67% Revenue	662,000

**West Contra Costa Integrated Waste Management Authority
July 1, 2024 Compensation Schedule Steps**

Class Title	Cola Assumption FY 2023-24		3.5%				
	Class	Salary Rate	Step A (1)	Step B (2)	Step C (3)	Step D (4)	Step E (5)
Executive Director	Exempt	Monthly	\$ 16,446	\$ -	\$ -	\$ -	\$ -
		Semi-Monthly	\$ 8,223	\$ -	\$ -	\$ -	\$ -
		Hourly	\$ 109.64	\$ -	\$ -	\$ -	\$ -
		Annually	\$ 197,352	\$ -	\$ -	\$ -	\$ -
Program Manager	Exempt	Monthly	\$ 10,412	\$ 10,776	\$ 11,153	\$ 11,544	\$ 11,948
		Semi-Monthly	\$ 5,206	\$ 5,388	\$ 5,577	\$ 5,772	\$ 5,974
		Hourly	\$ 69.41	\$ 71.84	\$ 74.36	\$ 76.96	\$ 79.65
		Annually	\$ 124,941	\$ 129,314	\$ 133,840	\$ 138,524	\$ 143,373
Program Manager	Exempt	Monthly	\$ 10,412	\$ 10,776	\$ 11,153	\$ 11,544	\$ 11,948
		Semi-Monthly	\$ 5,206	\$ 5,388	\$ 5,577	\$ 5,772	\$ 5,974
		Hourly	\$ 69.41	\$ 71.84	\$ 74.36	\$ 76.96	\$ 79.65
		Annually	\$ 124,941	\$ 129,314	\$ 133,840	\$ 138,524	\$ 143,373
Senior Coordinator (Office Adm.)	Non-Exempt	Monthly	\$ 6,807	\$ 7,045	\$ 7,291	\$ 7,546	\$ 7,811
		Semi-Monthly	\$ 3,403	\$ 3,522	\$ 3,646	\$ 3,773	\$ 3,905
		Hourly	\$ 45.38	\$ 46.96	\$ 48.61	\$ 50.31	\$ 52.07
		Annually	\$ 81,678	\$ 84,537	\$ 87,496	\$ 90,558	\$ 93,728
Program Coordinator	Non-Exempt	Monthly	\$ 4,911	\$ 5,083	\$ 5,261	\$ 5,445	\$ 5,636
		Semi-Monthly	\$ 2,456	\$ 2,542	\$ 2,631	\$ 2,723	\$ 2,818
		Hourly	\$ 32.74	\$ 33.89	\$ 35.07	\$ 36.30	\$ 37.57
		Annually	\$ 58,936	\$ 60,999	\$ 63,134	\$ 65,343	\$ 67,630
Program Coordinator (outreach)	Non-Exempt	Monthly	\$ 4,911	\$ 5,083	\$ 5,261	\$ 5,445	\$ 5,636
		Semi-Monthly	\$ 2,456	\$ 2,542	\$ 2,631	\$ 2,723	\$ 2,818
		Hourly	\$ 32.74	\$ 33.89	\$ 35.07	\$ 36.30	\$ 37.57
		Annually	\$ 58,936	\$ 60,999	\$ 63,134	\$ 65,343	\$ 67,630
							\$ 698,749

EXPENDITURES - EMPLOYEES & BENEFITS

	<u>FY23-24</u>	<u>FY23-24 (Proj)</u>	<u>FY24-25</u>
Salary	721,192	752,533	698,743
CALPERS Retirement	136,759	140,556	145,618
Medical Insurance	88,062	84,384	108,068
Dental Insurance	5,580	6,029	5,980
VSP	-	2,149	2,148
All Other Insurance	19,085	33,861	31,232
	<hr/>	<hr/>	<hr/>
	\$ 970,678	\$ 1,019,512	\$ 991,788

EXHIBIT A-3

EXPENDITURES - OPERATIONAL

	<u>FY23-24</u>	<u>FY23-24 (Proj)</u>	<u>FY24-25</u>	
Office Equipment and Supplies	44,650	15,781	16,387	
Professional Memberships & Dues	7,306	7,185	7,300	
Rent / Lease	47,509	47,509	50,000	
Automotive	-	7,812	14,790	
Technology and Communications	36,965	36,185	22,657	Phones, Internet, Applications, IT Equipment
Professional Services	168,500	129,840	180,000	Legal, Financial, Audit, IT, Nothing Wasted
Staff Training & Conferences	10,534	9,267	10,000	
Board Expenses	15,781	14,627	13,000	Stipends, Meeting Space Rental, Granicus, Minutes
Marketing	9,510	14,204	38,500	Website, Branding, Promo Materials, Sponsorships
Other General Expenses & Fees	12,155	8,515	7,500	
	\$ 352,910	\$ 290,925	\$ 360,134	

<u>EXPENDITURES - PROGRAMS</u>	<u>FY23-24</u>	<u>FY23-24 (Proj)</u>	<u>FY24-25</u>	
Recycling & Organics Programs				
Program Expense			139,050	
SB1383		14,250		sb1383 Food Scrap Pails, Stickers, Edible Food Grant, sb1383 Outreach & compliance materials, data tracker, Careit
Mattresses	80,000	82,560		
Commercial	8,550	4,259		CCC Green Biz, Interior Recycling Containers
Composting		3,780		TriFormis, Workshops (hold)
Professional Services		28,450		Edible Food Inspections, Outreach & Compliance Consultants (all Compliance Fund)
SB1383				
School Programs				
Program Expense	30,250	5,670	25,000	No Tram, Bus Rental, Giveaways
HHW Programs				
Program Expense	48,050	18,760	50,000	Outreach for One-Day, General, Door2Door, Sharps/Pharm, Battery Boxes, Marine Flares
Professional Services		25,000		Sweetser Consulting
Outreach & Events Programs				
Program Expense	10,250	9,308	17,370	Earth Day, Pinole Car, Strolls, FixIt, Supplies, Software, Advertising
Grants - Programs				
Grant - Oil Payment Program (OPP) - Cycle 13	30,000	9,305		
Grant - Oil Payment Program (OPP) - Cycle 14	32,500		35,733	
Grant - HHW HD 37 (Reimbursable)	100,000	10,004	30,000	
Grant - SB 1383 Local Assistance			54,340	Hercules MFD Project Materials
	\$ 339,600	\$ 211,346	\$ 351,493	

EXHIBIT A-5

WCCIWMA Restricted 1826/1383 Compliance Fund

3/31/24 Compliance Fund Balance \$ 682,263

FY23-24 Projected Expenses

Outreach	\$	50,000
Route Reviews	\$	94,000
Edible Food Inspections	\$	59,875
Edible Food Grants	\$	100,000
Recyclist/Data Tracker	\$	33,000

Subtotal \$ 336,875

Projected Balance 1/1/25 \$ 607,888

FY24-25 Forecasted Expenses

Outreach	\$	50,000
Data Trackers	\$	36,000
Edible Food Inspections	\$	35,000
Edible Food Consultants	\$	90,000
Careit	\$	10,000
Route Reviews	\$	94,000
QCS	\$	45,000
Edible Food Grants	\$	100,000

Subtotal \$ 460,000

Projected Balance takes 3/31 balance, subtracts FY23-24 expenses, and adds in remaining CY2024 payments

Blended Per Ton Rate and Components 2014 - Present

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Material Specific	\$91.31	\$87.80	\$84.42	\$82.87	\$81.28	\$78.62	\$76.53	\$74.33	\$72.61	\$70.99	\$69.57
HHW	\$7.57	\$7.83	\$7.73	\$6.86	\$6.97	\$6.78	\$6.22	\$6.04	\$5.75	\$6.02	\$5.76
Authority Budget	\$6.83	\$6.74	\$6.70	\$5.36	\$7.86	\$6.44	\$6.16	\$6.12	\$5.43	\$5.37	\$7.28
Authority Regulatory Compliance	\$2.10	\$1.47	\$1.40	\$1.43	\$1.33	NA	NA	NA	NA	NA	NA
Recycling Rebate	(\$2.52)	(\$5.20)	(\$2.79)	(\$0.48)	(\$1.18)	(\$2.91)	(\$6.15)	(\$4.58)	(\$4.56)	(\$5.64)	(\$5.71)
Governmental Fee	\$10.55	\$10.48	\$10.14	\$10.10	\$10.00	\$9.64	\$9.27	\$9.18	\$10.54	\$11.10	\$11.51
Change In Law (SB 1383)	\$1.31	\$1.48	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total	\$117.15	\$110.60	\$107.60	\$106.14	\$106.26	\$98.57	\$92.03	\$91.08	\$89.77	\$87.84	\$88.41

RecycleMore Board of Directors

Agenda Item #8.2

Draft FY2024-25 Budget

5/9/2024

3 Points Bind the FY24-25 Budget Together

1. Our Agency's Mission:
 - Provide cost-effective compliance with state law;
 - Provide effective oversight of the privately-owned IRRF;
 - Protect rate-payer interest;
 - Provide cost-effective waste disposal and diversion while assisting member agencies to meet State mandates
2. The Budget fulfills the Agency's compliance responsibilities.
3. The Budget portrays a good-faith effort if our programs fail to meet State mandates.

What is a Solid Waste Authority?

- Special District/JPA
- Hundreds of these in CA
- 30-40 Solid Waste Authorities in the State, 6 in the greater Bay Area

Why Does it Exist?

- Efficiency
- Lower Rates/Bargaining power
- Compliance

What RecycleMore Does

- Represents Richmond, Pinole, Hercules, San Pablo in a Post-Collection Agreement with Republic
- Main aspect of the PCA is setting post-collection rates
- Manages numerous programs associated with solid waste, recycling, composting, household hazardous waste, electronic waste, batteries, and mattresses
- Responsible for maintaining compliance with state law for Richmond, Pinole, Hercules, San Pablo, El Cerrito and Unincorporated County (represent for our member agencies with CalRecycle)

Proposed FY24-25 Budget

- \$1,703,415 Total Expenditures
- Estimated Revenues of \$1,197,910 (will need rate increase in November)
- Use of Reserves totaling \$866,188

Background

- Look at the Budget in coordination with Rates
- Rates are set each November for the calendar year
- Budget and Rates offer a check-in financially and operationally every six months.
- Budget and Rates also need to be viewed in the context of the Authority's Funds (Operating and Reserve) and their balance.

Fund Balances (estimated)

	<u>6/30/2024</u>	<u>6/30/2025</u>
Operating Fund	\$ 356,463	\$ 717,126
Recycling/SP Fund*	\$ 1,446,656	\$ 587,988

- Fund Policies:
 - Operating Fund 67% of Revenues
 - Reserve/Special Project Fund \$662,000
- In June 2023, the Board approved \$785,250 to be transferred from the Recycling/SP Fund into the Operating Fund. That has not occurred as it was not needed (yet).

Discussion: FY24-25 Budget Summary

WCCIWMA FORECASTED FISCAL YEAR 2024-2025 BUDGET		
BASELINE REVENUES AND EXPENDITURES - Operating Fund		
Attachment A-1		
	Operating Fund	Special Project Fund
OPENING FUND BALANCE - July 1, 2024 (Projected)	\$ 356,463	\$ 1,446,656
REVENUE:		
Revenue from Post-Collection Rates	1,070,337	-
Oil Payment Program, HWW, & SB 1383 Local Assistance Grants	120,073	
Interest Income	7,500	7,500
Total Revenues	1,197,910	7,500
EXPENDITURES:		
Salary and Benefits	991,788	-
Operational & Professional Services	360,134	-
Program Expenditures	351,493	-
OPEB/UAL payment		
Total Expenditures	1,703,415	-
Total Revenue less Expenditures	(505,505)	7,500
Transfer Out		\$ (866,168)
Transfer In	\$ 866,168	
PROJECTED YEAR-END FUND BALANCE - June 30, 2025	\$ 717,126	\$ 587,988

Fund Balance as a % of Rate Schedule Revenue 67% \$662,000 (Policy)

Discussion

Summary of Operating Fund Budget
Forecasted Revenues

Three Sources of Revenue

	\$\$
1. Republic Services Payments	\$1,070,337
2. Grants	\$ 120,073
3. Interest	<u>\$ 7,500</u>
Total	\$1,197,910

Discussion

Summary of Operating Fund Budget Forecasted Expenses

		<u>FY24-25</u>
Personnel	\$	991,788
General Expenses	\$	360,134
<u>Program Expenses</u>	\$	<u>351,493</u>
Total	\$	1,703,415

Discussion: Salary & Benefit Expenses

<u>EXPENDITURES - EMPLOYEES & BENEFITS</u>						
				<u>FY23-24</u>	<u>FY23-24 (Proj)</u>	<u>FY24-25</u>
			Salary	721,192	752,533	698,743
			CALPERS Retirement	136,759	140,556	145,618
			Medical Insurance	88,062	84,384	108,068
			Dental Insurance	5,580	6,029	5,980
			VSP	-	2,149	2,148
			All Other Insurance	19,085	33,861	31,232
				\$ 970,678	\$ 1,019,512	\$ 991,788

Discussion: General Expenses

<u>EXPENDITURES - OPERATIONAL</u>									
				<u>FY23-24</u>	<u>FY23-24 (Proj)</u>	<u>FY24-25</u>			
Office Equipment and Supplies				44,650	15,781	16,387			
Professional Memberships & Dues				7,306	7,185	7,300			
		Rent / Lease		47,509	47,509	50,000			
		Automotive		-	7,812	14,790			
Technology and Communications				36,965	36,185	22,657	Phones, Internet, Applications, IT Equipment		
		Professional Services		168,500	168,512	180,000	Legal, Financial, Audit, IT, Nothing Wasted		
Staff Training & Conferences				10,534	9,267	10,000			
		Board Expenses		15,781	14,627	13,000	Stipends, Meeting Space Rental, Granicus, Minutes		
		Marketing		9,510	22,157	38,500	Website, Branding, Promo Materials, Sponsorships		
Other General Expenses & Fees				12,155	12,155	7,500			
				\$ 352,910	\$ 341,190	\$ 360,134			

Discussion: Major Projects

- Website
- Mattresses
- Compost Bin Subsidy
- Edible Food (Grants, Compliance, Capacity-Building – all in Compliance Fund)
- Events:
 - Earth Day, Car Show, Compost Give-Aways, Fixit Clinics
- MFD & Other Outreach
- School Programs

Discussion: Program Expenses

EXPENDITURES - PROGRAMS		FY23-24	FY23-24 (Proj)	FY24-25	
Recycling & Organics Programs					
Program Expense				139,050	
	SB1383		14,250		sb1383 Food Scrap Pails, Stickers, Edible Food Grant, sb1383 Outreach & compliance materials, data tracker, Care-It
	Mattresses	80,000	82,560		
	Commercial	8,550	4,259		CCC Green Biz, Interior Recycling Containers
	Composting		3,780		TriFormis, Workshops (hold)
Professional Services			28,450		
	SB1383				Edible Food Inspections, Outreach & Compliance Consultants (all Compliance Fund)
School Programs					
Program Expense		30,250	5,670	25,000	No Tram, Bus Rental, Giveaways
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Program Expense		48,050	18,760	50,000	Outreach for One-Day, General, Door2Door, Sharps/Pharm, Battery Boxes, Marine Flares
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Outreach & Events Programs					
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Grant - SB 1383 Local Assistance				54,340	Hercules MFD Project Materials
		\$ 339,600	\$ 211,346	\$ 351,493	

Discussion: Compliance Fund

- Compliance activities can be discussed in greater detail during rate setting in October/November.
- SB 1383 Compliance activities:
 - Data Tracking Software
 - Outreach (MFD)
 - MOU Workplan
 - Enforcement/Tier 1 and Tier 2 Edible Food Inspections
 - Edible Food Grant Program
 - Edible Food Consultants
 - Route Monitoring
 - Quarterly Content Studies

Discussion: Compliance Fund

WCCIWMA Restricted 1826/1383 Compliance Fund				
	3/31/24 Compliance Fund Balance	\$ 682,263		
	FY23-24 Projected Expenses		FY24-25 Forecasted Expenses	
	Outreach	\$ 50,000	Outreach	\$ 50,000
	Route Reviews	\$ 94,000	Data Trackers	\$ 36,000
	Edible Food Inspections	\$ 59,875	Edible Food Inspections	\$ 35,000
	Edible Food Grants	\$ 100,000	Edible Food Consultants	\$ 90,000
	Recyclist/Data Tracker	\$ 33,000	Care-it	\$ 10,000
			Route Reviews	\$ 94,000
	Subtotal	\$ 336,875	QCS	\$ 45,000
			Edible Food Grants	\$ 100,000
			Subtotal	\$ 460,000
	Projected Balance 1/1/25	\$ 607,888		
Projected Balance takes 3/31 balance, subtracts FY23-24 adds in remaining CY2024 payments				

The Role of Rates

Blended Per Ton Rate and Components 2014 - Present

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Governmental Fee	\$10.55	\$10.48	\$10.14	\$10.10	\$10.00	\$9.64	\$9.27	\$9.18	\$10.54	\$11.10	\$11.51
Change In Law (SB 1383)	\$1.31	\$1.48	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total	\$117.15	\$110.60	\$107.60	\$106.14	\$106.26	\$98.57	\$92.03	\$91.08	\$89.77	\$87.84	\$88.41

- With the anticipated budget shortfall, staff forecasts the Authority budget line item to increase later this year along with the Material Specific line item.

Conclusion

- The budget focuses on meeting the challenge of SB1383 while keeping post-collection rates in check.
- The budget also can be seen, as a whole, as providing a Good Faith Effort for its member cities if the jurisdiction does not meet the diversion goals set and monitored by CalRecycle.



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WASTE MANAGEMENT AUTHORITY

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