

**MOJAVE DESERT AND MOUNTAIN
RECYCLING JOINT POWERS AUTHORITY**

REGULAR MEETING
NOVEMBER 14, 2024
10:30 A.M.

The meeting will be held in-person and by teleconference.

In-Person Location:

Victorville City Hall
Training Room 1 Upstairs
14343 Civic Drive
Victorville, CA 92392

Teleconference Locations:

City of Big Bear Lake
Main Entrance 42480
Fox Farm Rd
Big Bear Lake, CA 92315

City of Twentynine Palms
Council Chambers
6136 Adobe Rd
Twentynine Palms, CA 92277

City of Needles
Council Chambers
1111 Bailey Ave
Needles, CA 92363

City of Barstow
Council Room
220 E. Mountain View St., Ste A
Barstow, CA 92311

City of Adelanto
Council Chambers
11600 Air Expressway
Adelanto, CA 92301

TELECONFERENCE NOTICE

This meeting is being held in accordance with the Brown Act that allows attendance by members of the Board and the public to participate and conduct the meeting by teleconference.

NOTICE TO THE PUBLIC: To participate please sign in via the link below.

Join Zoom Meeting

<https://victorvilleca-gov.zoom.us/j/84386873117?pwd=douJM5Q0k59XThrrHyTasZ2JdHpwVC.1>

***Directions for hyperlink – highlight line above and right click, select open hyperlink and it will take you directly to the meeting. If it requires the ID or Passcode, they are below.

Meeting ID: 843 8687 3117
Passcode: JPA

Questions/Issues call (760) 955-5217.

CALL TO ORDER AND ROLL CALL

PLEDGE

PUBLIC COMMENTS

- 1. **Public Comments on Items of Interest to the Public.** *Page 5*

CONSENT CALENDAR

- 2. **Request to Approve the Consent Calendar as follows:** *Pages 6-14*

- A. Minutes of the Board Meeting held August 8, 2024.
- B. Warrant Ratification for August 1, 2024 through October 31, 2024.
- C. Treasurer’s Report.

Recommendation: Approve consent calendar.

PUBLIC HEARING ITEMS

None.

DISCUSSION/ACTION ITEMS

- 3. **ReCreate Waste Collaborative Increased Authorization.** *Pages 15-24*

Recommendation: Increase the maximum not to exceed amount to \$80,000 through June 30, 2025 for work performed under ReCreate Waste Collaborative’s Contract CC 24-01.

- 4. **May 2025 Recycling Authority Board Meeting.** *Page 25*

Recommendation: Reschedule the May meeting to May 15, 2025

- 5. **Solar Modules Recycles, Repair, and Reuse.** *Page 26*

Recommendation: Approve in concept a solar modules recycling, repair and reuse project in conjunction with the California Product Stewardship Council and CalRecycle.

- 6. **Comments on SB 54 Revised Draft Regulations.** *Pages 27-30*

Recommendation: Board review and comment on November 4 SB 54 regulations comments.

7. **Food Date Labels: AB 660.** *Page 31*
Recommendation: Update on adopted legislation; no action necessary.
8. **Carpet Recycling: AB 863.** *Page 32*
Recommendation: Update on adopted legislation; no action necessary.
9. **Local Organic Product Procurement: AB 2346.** *Page 33*
Recommendation: Update on adopted legislation; no action necessary.
10. **Low Population & Elevation Waiver for Procurement: AB 2902.** *Page 34*
Recommendation: Update on adopted legislation; no action necessary.
11. **Textile Product Stewardship: SB 707.** *Page 35*
Recommendation: Update on adopted legislation; no action necessary.
12. **Plastic Grocery Bags: SB 1053.** *Page 36*
Recommendation: Update on adopted legislation; no action necessary.
13. **Paint Stewardship: SB 1143.** *Page 37*
Recommendation: Update on adopted legislation; no action necessary.
14. **Low Population Boundaries: SB 1175.** *Page 38*
Recommendation: Update on adopted legislation; no action necessary.
15. **Refillable Propane Cylinders: SB 1280.** *Page 39*
Recommendation: Update on adopted legislation; no action necessary.

BOARD MEMBERS COMMENTS

16. **Comments by Members of the Board of Directors.** *Page 40*

DATE OF NEXT MEETING

THURSDAY, FEBRUARY 13, 2024

ADJOURNMENT

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Public Comments.

SUMMARY STATEMENT

Comments on items of interest to the Public.

RECOMMENDED ACTION

No recommended action.

PRESENTED BY

Melissa Krejckant

MEETING DATE

November 14, 2024

ITEM No.

1

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Consent Calendar.

SUMMARY STATEMENT

Request to Approve the Consent Calendar as follows:

- A. Minutes of Board Meeting held August 8, 2024.
- B. Warrant Ratification for August 1, 2024, through October 31, 2024.
- C. Treasurer's Report.

RECOMMENDED ACTION

Approve consent calendar.

PRESENTED BY

Melissa Krejckant

MEETING DATE

November 14, 2024

ITEM No.

2

MINUTES

MOJAVE DESERT AND MOUNTAIN RECYCLING JPA BOARD MEETING

10:30 A.M., THURSDAY, AUGUST 8, 2024
VICTOR VALLEY MATERIALS RECOVERY FACILITY (VIRTUAL MEETING) AND IN
PERSON AT VICTORVILLE'S CITY HALL, TRAINING ROOM 1

JPA Board Members Present: Larry Cusack (Apple Valley), Debra Jones (Victorville), Jeff Drozd (Yucca Valley), CJ Porter (1st District), McArthur Wright (29 Palms), Ellen Campbell (Needles), James Noble (Barstow), Joy Jeanette (Adelanto), Kendi Segovia (Big Bear Lake)

Others Present: John Davis (Administrator), Melissa Krejckant (Secretary), Ivania Esquivel (Victorville), Jacob Scoggins (Victorville), Juan Robinson (Victorville), Guy Eisenbrey (Apple Valley), Richard Crockett (Burrtec), Frank Forbes (San Bernardino County), Jess Reed (Barstow), Emad Gewaily (Apple Valley), Kirk Kunihiro (ReCREATE), Treasure Trinh (San Bernardino County), Julie Ryan (Apple Valley), Tia Simen (San Bernardino County), Yalin Li (California Product Stewardship Council)

Roll call was conducted. Board Chair, Debra Jones, called the meeting to order at 10:30 a.m.

Board Member McArthur Wright (29 Palms) led the pledge of allegiance.

1. **Consent Calendar.**

- A. Minutes of the Board Meeting held May 9, 2024.
- B. Warrant ratification for May 1, 2024 through July 31, 2024.
- C. Treasurer's Report.

Recommendation: Approve Consent Calendar.

Motion was made to approve the recommended action for the Consent Calendar items A-C.

Moved: Jeff Drozd (Yucca Valley)
Seconded: Ellen Campbell (Needles)
Roll Call Vote.

Motion Passed: 8-0, with Board Member Joy Jeannette (Adelanto) acting in as a general member of the public.

Public Hearing Items.

None.

2. **JPA Board Chair and Vice-Chair.**

Recommendation: Board selects Chair and Vice-Chair.

Nomination was made to elect Larry Cusack (Apple Valley) as Board Chair and Debra Jones (Victorville) as Vice-Chair.

Roll Call Vote.

Nomination for Larry Cusack (Apple Valley) as MD&MR JPA Board Chair Passed: 8-0, with Board Member Joy Jeannette (Adelanto) acting in as a general member of the public.

Nomination for Debra Jones (Victorville) as MD&MR JPA Board Vice-Chair Passed: 8-0, with Board Member Joy Jeannette (Adelanto) acting in as a general member of the public.

3. **ReCREATE Waste Collaborative Contract.**

Recommendation: Approve Contract CC24-01 with ReCREATE Waste Collaborative for Recycling Support Services.

Motion was made to approve the recommended action of approving Contract CC24-01 with ReCREATE Waste Collaborative.

Moved: Ellen Campbell (Needles)
Seconded: McArthur Wright (29 Palms)

Roll Call Vote.

Motion Passed: 8-0, with Board Member Joy Jeannette (Adelanto) acting in as a general member of the public.

4. **CalRecycle Solar Panel Grant.**

Recommendation: Approve Resolution 24-01; Authorize a solar panel reuse and recycling pilot project.

Motion was made to approve the recommended action of approving Resolution 24-01 and authorizing a solar panel reuse and recycling pilot project.

Moved: Debra Jones (Victorville)
Seconded: Ellen Campbell (Needles)

Roll Call Vote.

Motion Passed: 8-0, with Board Member Joy Jeannette (Adelanto) acting in as a general member of the public.

5. Unincorporated Container Contamination Budget.

Recommendation: Increase 2024/25 Authority Administration Fund 8510 to \$429,434.

Motion was made to approve the recommended action of increase the 2024/25 Authority Administration Fund 8510 to \$429,434.

Moved: Ellen Campbell (Needles)
Seconded: James Noble (Barstow)

Roll Call Vote.

Motion Passed: 8-0, with Board Member Joy Jeannette (Adelanto) acting in as a general member of the public.

6. Upcoming Contract Adjustments.

Recommendation: Board input on updating and standardizing ongoing Authority Contracts.

No action was required on this item, informational only.

Discussion ensued.

7. Edible Food Capacity.

Recommendation: Update on edible food capacity.

No action was required on this item, informational only.

Discussion ensued.

8. SB 54 Needs Assessment Recommendations.

Recommendation: Provide any Board input to the recommendations.

No action was required on this item, informational only.

Discussion ensued.

9. SB 1383 Organics Procurement Legislation.

Recommendation: Updated information from May 9 Board meeting; no action necessary.

No action was required on this item, informational only.

Discussion ensued.

10. Active Legislation.

Recommendation: Continue support of AB 660, AB 863, SB 707, SB 1143, and SB 1280.

No action was required on this item, informational only.

Discussion ensued.

11. Inactive Legislation.

Recommendation: Updated status on inactive legislation; no action necessary.

No action was required on this item, informational only.

Discussion ensued.

12. Public Comments.

None.

13. Board Member Comments.

None.

Adjournment:

The Chair set the date of the next meeting for November 14, 2024. The meeting was adjourned at 11:17 a.m.

Larry Cusack
Chair

Melissa Krejckant
Secretary

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Commercial Warrants Schedule.

SUMMARY STATEMENT

Commercial warrants were issued from August 1, 2024, through October 31, 2024 in the amount of \$429,608.03 net of voids covering issued warrant numbers 2730 to 2758.

The claims and/or demands covered by the attached list of warrants were audited as to the accuracy and availability of funds for payment thereof and said claims and/or demands are accurate, and the funds were available for payment thereof.

RECOMMENDED ACTION

Receive, ratify, and file the commercial warrants as presented.

PRESENTED BY Emad Gewaily		MEETING DATE November 14, 2024	ITEM No. 2B
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MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE JPA				
Warrant Listing: August 1, 2024-October 31, 2024				

2730	8/6/2024	Burrtec	June 2024 MRF ACTIVITY	150,526.85
2731	8/6/2024	Container Recycling Institute	2024 Annual Supporter-Inv # 1380	1,000.00
2732	8/6/2024	John Davis	JPA & MRF Admin Services July 2024	12,326.61
2733		July Check		0
2734	8/6/2024	Erin Duckhorn	Marketing Services JULY 2024, Inv 5080224	3,004.00
2735	8/22/2024	High Desert Second Chance	Edible Food Recovery Program July Inv #0056	2,500.00
2736	9/4/2024	John Davis	JPA & MRF Admin Services August 2024	15,227.00
2737	9/4/2024	Erin Duckhorn	Marketing Services August 2024, Inv 5090324	3,004.00
2738	9/4/2024	Mobius Intelligent Systems, LLC	August 2024 Services Inv 3068	1,397.75
2739	9/4/2024	Ivania Esquivel	Reimbursement	902.71
2740	9/4/2024	Burrtec	July 2024 MRF ACTIVITY	125,431.39
2741		VOID	VOID	-
2742	9/4/2024	High Desert Second Chance	Edible Food Recovery Program August Inv #0057	2,500.00
2743	10/1/2024	Jeff Drozd	3rd Qtr Board meeting	168.80
2744	10/1/2024	Larry Cusack	3rd Qtr Board meeting	79.36
2745	10/1/2024	Ellen Campbell	3rd Qtr Board meeting	307.49
2746	10/1/2024	McArthur Wright	3rd Qtr Board meeting	60.03
2747	10/1/2024	James Noble	3rd Qtr Board meeting	97.78
2748	10/1/2024	Debra Jones	3rd Qtr Board meeting	75.00
2749	10/1/2024	Kendi Segovia	3rd Qtr Board meeting	75.00
2750	10/1/2024	ReCREATE Waste Collaborative LLC	Route Review Inspections Inv #1282	930.00
2751	10/2/2024	John Davis	JPA & MRF Admin Services September 2024 - exp reimbursement	12,800.69
2752	10/4/2024	Burrtec	August 2024 MRF ACTIVITY	61,535.82
2753	10/10/2024	Mobius Intelligent Systems, LLC	September 2024 Services Inv 3288	1,199.76
2754	10/10/2024	High Desert Second Chance	Edible Food Recovery Program September Inv #0058	2,500.00
2755	10/10/2024	Erin Duckhorn	Marketing Services September 2024, Inv 5100224	3,004.00
2756	10/23/2024	City of Victorville	Lighting Assessment FY24-25	1,089.45
2757	10/23/2024	City of Victorville	Q1 2025 Rent Disbursement	13,932.27
2758	10/23/2024	Town of Apple Valley	Q1 2025 Rent Disbursement	13,932.27

Total	429,608.03
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**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Treasurer's Report.

SUMMARY STATEMENT

Attached is a report of Cash and Investments of the Authority as of September 30, 2024. Staff remain available for any questions or comments.

RECOMMENDED ACTION

Receive, ratify, and file the September 30, 2024 Treasurer's Report as presented.

PRESENTED BY

Emad Gewaily

MEETING DATE

November 14, 2024

ITEM No.

2C

MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE JOINT POWERS AUTHORITY

Treasurer's Report
As of September 30, 2024

Institution/Investment Type	Carrying Amount	Market Value	Interest Rate Yield	Maturity Date	Quarterly Comparisons of Carrying Amounts				
					Jun-24	Mar-24	Dec-23	Sep-23	
Funds under control of the Authority:									
Checking Account:									
JPA Administration	172,718.42	172,718.42	(1)	0.30%	On Demand	235,248.67	268,289.02	150,305.75	123,916.40
JPA Organics	0.00	0.00	(1)	0.30%	On Demand	0.00	0.00	0.00	0.00
MRF Administration	91,854.25	91,854.25	(1)	0.30%	On Demand	55,994.57	59,614.57	57,373.88	63,493.88
MRF Operations	(49,118.26)	(49,118.26)	(1)	0.30%	On Demand	(111,968.15)	(202,694.15)	(79,613.77)	(172,193.50)
Total funds under control of Authority	215,454.41	215,454.41				179,275.09	125,209.44	128,065.86	15,216.78

Source of Market Value Information:
(1) Desert Community Bank

I hereby certify that the investment activity for this reporting period conforms with the investment policy of the California Government Code Section 53601. I also certify that there are adequate funds available to meet the budgeted and actual expenditures of the Mojave Desert & Mountain Integrated Waste Joint Powers Authority for the next six months.

Prepared by: Sara Ogunde


 Emad Crewally, Treasurer

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

ReCreate Waste Collaborative Increased Authorization.

SUMMARY STATEMENT

The Authority Board approved contract CC 24-01 with ReCreate Waste Collaborative at its August 2024 meeting. That contract authorized payment not to exceed \$40,000 annually over two years to carry out a variety of tasks selected by member agencies.

The Authority budget includes \$125,000 for marketing expenses, including the \$40,000 ReCreate authorization, with the remainder reserved primarily for waste characterization work anticipated by the passage of AB 2346. That work is unlikely to be completed in the current fiscal year as CalRecycle needs to set reporting guidelines. The work may be initiated in early 2025 and would be approved by the Board.

ReCreate's prior contracts were set at \$80,000 annually which has allowed them to provide on-site services like cart tagging and contamination monitoring or door to door outreach most cost-effectively. Member agency service allocations are based on budget contributions, and the current \$40,000 contract means that some service options are limited or unavailable to some of the agencies.

Increasing ReCreate's authorization to \$80,000 through June 30, 2025 will utilize their services more effectively this year, while retaining budget authority to initiate waste characterization work when appropriate. No other contract terms would change.

RECOMMENDED ACTION

Increase the maximum not to exceed amount to \$80,000 through June 30, 2025 for work performed under ReCreate Waste Collaborative's Contract CC 24-01

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	\$40,000 increased authorization from current budget	November 14, 2024	3

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE MANAGEMENT
AUTHORITY
CONTRACT NUMBER: CC24-01 FOR
RECYCLING SUPPORT SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this day of August, 2024, by and between the **MOJAVE DESERT AND MOUNTAIN RECYCLING AUTHORITY**, a legal entity, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "JPA"), and **RECREATE WASTE COLLABORATIVE, LLC** (hereinafter referred to as "Consultant"), for consulting services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

- I. **PROJECT MANAGER ASSIGNMENT**: All technical direction related to this Contract shall come from the designated Project Manager. Details of the JPA's assignment are listed below.

Project Manager: John Davis
Administrator
Address: 14343 Civic Drive, Victorville, CA 92392
Telephone: (909) 797-7717
Facsimile: (760) 269-0040
Email: recyclingjpa@gmail.com

- II. **CONSULTANT ASSIGNMENT**: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Kirk Kunihiro
Address: 623 W Pacific Coast Hwy Unit F Long Beach CA 90806
Telephone: (714) 723-1647
Email: kirk@recreatecollab.com

- III. **SCOPE OF WORK AND SERVICES**: Contractor will provide professional services to JPA for projects to be determined following consultant with JPA member agencies. Projects may include work further described in Attachment B Recreate Scope of Services:

- Cart Tagging and Contamination Monitoring
- Waste Characterization Studies
- Education and Outreach
- Edible Food Recovery
- Plastics Policy Implementation
- Other Services

Contractor will coordinate work with local recycling coordinators, haulers, and the JPA Administrator to assure that it is responsive to their needs and reasonably consistent throughout the JPA.

Contractor will complete unfinished tasks described in Contract CC22-01 for residential curbside container contamination reduction activities, under that contract's same terms and conditions.

IV. **TERM**: The term of this Contract shall extend from September 1, 2024, and terminate on June 30, 2026. Consultant and JPA agree that continuing work after June 30, 2025 depends on adoption of JPA budget including funds for this work.

V. **COMPENSATION AND EXPENSES**: The JPA shall pay Consultant's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed JPA requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

In compensation for the work represented by this Contract, the JPA shall pay Consultant NOT-TO-EXCEED a maximum total of \$40,000 during each fiscal year Term payable upon completion of the tasks and availability of funding after June 30, 2025. Prior to beginning each task Consultant and JPA will determine a project budget that will be the basis for payment. Budgets will be set using the following personnel costs:

- Project Manager \$180.00 hourly
- Recycling Specialist II (Project Lead) \$95.00 hourly
- Recycling Specialist I (Field Staff) \$78.00 hourly

Any direct reimbursable expenses including materials and travel must be pre-approved by the Project Manager.

VI. **MINIMUM SCOPE AND LIMIT OF INSURANCE**. Coverage shall be at least as broad as:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability**: ISO Form Number CA 00 01 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$300,000 per accident for bodily injury and property damage.

- Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
- If the Consultant maintains higher limits than the minimums shown above, the JPA requires and shall be entitled to coverage for the higher limits maintained by the contractor.

VII. **OTHER INSURANCE PROVISIONS**: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the JPA.
- Waiver of Subrogation. Consultant hereby grants to JPA a waiver of any right to subrogation which any insurer of said Consultant may acquire against the JPA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the JPA has received a waiver of subrogation endorsement from the insurer.
- Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the JPA. The JPA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the JPA.
- Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
 - The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- Verification of Coverage. Consultant shall furnish the JPA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the JPA before work or services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The JPA reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- Special Risks or Circumstances. JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

VIII. **LEGAL RELATIONS AND RESPONSIBILITIES**

- Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the JPA.
- Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all JPA, county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the JPA, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the JPA, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or

service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.

- Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the JPA. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- Indemnification/Hold Harmless: To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify JPA, its officers, officials, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees and costs, arising for all acts or omissions of Consultant or its officers, directors, agents, employees, independent contractors, subcontractors, or volunteers, in rendering services or work under this contract, excluding liabilities, losses, damages or expenses caused by the JPA's sole negligence or willful acts. Upon notice of a claim or loss to Consultant, Consultant shall immediately notify its applicable insurers according to the requirements of the applicable policy language, investigate, handle, respond to, and provide a defense to the JPA with counsel acceptable to JPA.
- Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, or national origin.
- Attorneys Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.
- Disputes: Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration.

IX. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY**: The JPA retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the JPA except as required by law.

- X. **NOTICES**: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

JPA: John Davis
Mojave Desert and Mountain Recycling Authority
P.O. Box 5001
Victorville, California 92393-5001

Consultant: ReCREATE
P.O. Box 1943
Long Beach, CA 90801

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, that the mailing is first class and that the mailing is deemed received three (3) days after deposit in the course of transmission with the United States Postal Service.

- XI. **SUCCESSORS AND ASSIGNS**: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the JPA, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the JPA; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the JPA shall be null, void and of no legal effect whatsoever.
- XII. **INTEGRATION**: The Contract Documents represent the entire Contract of the JPA and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the JPA and the Consultant. No waiver of any term or condition of this agreement shall be considered a continuing waiver thereof.
- XIII. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- XIV. **TERMINATION FOR CONVENIENCE**: The JPA reserves and has the right to immediately suspend, cancel or terminate this Contract without cause at any time upon written notice to the Consultant. In the event of such termination, the JPA shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- XV. **TERMINATION FOR DEFAULT**: JPA, may, by written notice of default to the Consultant, terminate this contract in whole or in part if the Consultant fails to:

- a. perform the service within the time specified in this contract or any extension;
or
- b. make progress, so as to endanger performance of this contract; or
- c. perform any of the other provisions of this contract.

The JPA's right to terminate this contract may be exercised if the Consultant does not cure such failure within five (5) working days, after receipt of the written notice from the JPA.

Upon termination of the contract with the successful bidder, the JPA may award the contract to another consultant, if it is deemed to be in the best interests of the JPA.

- XVI. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of God, etc.
- XVII. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

The Mojave Desert and Mountain
Recycling Authority:

Consultant:

By: _____ By: _____

Title: _____ Title: _____

ATTACHMENT A

INSURANCE

INSURANCE REQUIREMENTS INSTRUCTION FORM

Contractor shall provide its insurance broker(s)/agent(s) with a copy of the required insurance and request that they provide Certificates of Insurance complete with copies of all required endorsements and/or applicable policy language to:

Name: Mojave Desert and Mountain Integrated Waste Management Authority

Address: 14343 Civic Drive, Victorville CA 92392

Contact person: John Davis

Phone number: (909) 797-7717

Email: recyclingjpa@gmail.com

Description of Operations/Location(s)/Vehicles:

Dates of required coverage: _____

Special Instructions: _____

ATTACHMENT B

ReCREATE SCOPE OF SERVICES

JULY 29, 2024

The Scope of Services document provides an overview of the services that ReCREATE Waste Collaborative is available to provide to JPA member agencies.

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

May 2025 Recycling Authority Board Meeting.

SUMMARY STATEMENT

The regular May 2025 meeting would occur on May 8, which apparently conflicts with the City/County Conference in Lake Arrowhead. Meeting on May 15 would remove that conflict.

Board meetings are set to recur on the second Thursday quarterly in February, May, August and November.

RECOMMENDED ACTION

Reschedule the May meeting to May 15, 2025

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	None	November 14, 2025	4

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Solar Modules Recycling, Repair, and Reuse.

SUMMARY STATEMENT

The High Desert Recycling Market Development Zone is a CalRecycle program administered by the Authority <https://highdesert.rmdzcentral.org/>

CalRecycle provides incentive funds to support local business outreach and assistance. They have allocated \$36,000 through June 2026. This money can be used to initiate a solar module recycling, repair and reuse project with a goal of providing affordable usable and refurbished modules to residents and businesses. The California Product Stewardship Council (CPSC) has organized similar successful projects and worked successfully with the Authority on the reusable propane cylinder project. They also are sponsoring producer responsibility legislation to address solar module end of life management.

The solar module project would focus on capturing deinstalled and upgraded modules by working with installers and recyclers and fostering a network of reuse and repair businesses. Local community colleges are likely participants to host networking events and provide skills training.

The project would include establishing collection and feedstock testing protocols to yield marketable panels consistent with California Department of Toxic Substances Control requirements. This includes establishing module age, types of damage, repairability and capacity testing. Permitting, handling and warrantee issues would be addressed in this phase.

A steering committee would guide the project. Shark Solutions, a Victorville based windshield recycling company, is exploring solar module glass recycling and would be part of the steering committee.

Conceptual project approval is recommended now to work with CPSC in formalizing the project for CalRecycle approval, with formal approval anticipated at the Board's February 2025 meeting.

RECOMMENDED ACTION

Approve in concept a solar modules recycling, repair and reuse project in conjunction with the California Product Stewardship Council and CalRecycle

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	\$36,000 CalRecycle funding	November 14, 2024	5

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Comments on SB 54 Revised Draft Regulations.

SUMMARY STATEMENT

CalRecycle opened a 15-day written comment period for its revised SB 54 Plastic Pollution Prevention and Packaging Producer Responsibility Act regulations on October 14, 2025. Six additional days were added on October 25 with comments due on November 4.

The Authority Administrator attended a series of discussions to focus comments on the 222-page revised regulations and ultimately submitted eight comments which are attached.

Four comments (2, 3, 4 and 5) address local government cost categories, payment method. Eligibility and dispute resolution. The Producer Responsibility Organization (PRO) is to pay local government, recycling service provider and other costs to meet SB 54's mandates. The Administrator's comments endeavor to clarify the regulations so as better to negotiate cost coverage and payment from the PRO.

Local government compliance and enforcement is addressed by comments 6, 7 and 8. These comments attempt to shift CalRecycle's focus to producers as stated in SB 54 and provide reasonable conditions for local government compliance.

The first comment is meant to clarify reviews of contentious alternative recycling technologies by focusing on aspects of SB 54 that are unique to those technologies and limiting the review to technologies that are not considered as disposal in California.

RECOMMENDED ACTION

Board review and comment on November 4 SB 54 regulations comments

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM No.
John Davis	Unknown PRO payment of local compliance costs	November 14, 2024	6



**MOJAVE DESERT
& MOUNTAIN
RECYCLING**

Integrated Waste Management
Joint Powers Authority

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CITY OF ADELANTO

•

TOWN OF APPLE VALLEY

•

CITY OF BARSTOW

•

CITY OF BIG BEAR LAKE

•

CITY OF NEEDLES

•

COUNTY OF
SAN BERNARDINO

•

CITY OF
TWENTYNINE PALMS

•

CITY OF VICTORVILLE

•

TOWN OF YUCCA VALLEY

November 4, 2024

Mojave Desert and Mountain Recycling Authority Comments on SB 54 Regulations

1. Section 18980.3.6. Review of Certain Technologies focuses on chemical recycling by requiring that independent scientific peer reviewed studies verify the technology does not consistently generate significant amounts of hazardous wastes compared to other recycling technologies.

The full requirements of PRC 42041(aa)(5) need to be met, not just hazardous waste generation: The department’s regulations shall encourage recycling that line minimizes generation of hazardous waste, generation of greenhouse gases, environmental impacts, environmental justice impacts, and public health impacts. The regulations shall include criteria to exclude plastic recycling technologies that produce significant amounts of hazardous waste. The proposed regulations set a relative standard in comparison to other recycling technologies. The other PRC requirements need to be included.

Since mass balance accounting is used to determine recycling rates at chemical recycling facilities, the regulations should require that recycling output only reflect post-consumer covered materials inputs as well as fuel exclusions.

Pyrolysis and distillation are defined as transformation under PRC 40201 and should not be considered as technologies subject to the proposed regulation.

2. Article 8, Section 18980.8(g) adds a provision precluding costs before January 1, 2023 to be “reimbursable”. It is not practical or equitable to exclude capital improvement costs incurred prior to that date when those improvements are needed to comply with the Act. The section

should be revised to clarify that necessary pro rata capital costs shall be paid by the PRO to eligible recipients.

3. Article 8, Section 18980.8(g) consistently uses the terms “reimbursing” or “reimbursable” rather than payment. The section should be revised to use the term “payment” rather than “reimbursable”. Payment is a broader term with greater functionality and flexibility, and is used in PRC 42051.1 (g) (1).

4. The proposed language focuses on costs that are the same nature but greater or a different nature incurred to comply with the act. However the nature of recycling systems is fixed and includes the other elements specifically described in 42051.1 (j) (1) (B) that are subject to full cost funding in the PRO budget:
- Costs associated with this chapter incurred by local jurisdictions, recycling service providers, and other collection programs, and
 - costs related to consumer outreach and education;
 - the transportation of covered materials to a materials recovery facility, broker, or viable responsible end market;
 - cleaning, sorting, aggregating, and baling covered materials as necessary to bring those materials to a viable responsible end market;
 - waste stream sampling and reporting required by this chapter for local governments;
 - costs incurred to educate ratepayers to improve the preparation and sorting of covered material;
 - and improvements to collection, sorting, decontamination, remanufacturing, and other infrastructure necessary to achieve recycling rates.
 - These costs include costs related to both curbside and noncurbside collection programs and may be varied based on population density, distance to a viable responsible end market, and other relevant factors.

The PRO plan and budget should fully fund the costs described in PRC 42051.1 (j) (1) (B) as required by PRC 42060 which provides that “The regulations shall include, but not be limited to, all of the following:

“1) Any regulations necessary to ensure the PRO fully funds plan implementation, including fully funding the budget. This shall include the costs incurred by a local jurisdiction or a local jurisdiction’s recycling service providers to implement this chapter, including, but not limited to, the cost of consumer education and of collection, including the cost of containers where relevant, as well as the processing, storage, and transportation of covered materials. Costs may vary based on population density or other relevant factors and shall allow local jurisdictions to protect ratepayers from increased costs associated with the processing and marketing of covered material.”

5. Article 8, Section 18980.8(h)(4) requires binding arbitration to resolve cost disputes. This is an unnecessary requirement. Non-binding arbitration should be an option.
6. Article 11, Section 18980.11(a) would require that local jurisdictions include all covered materials in their collection and recycling programs on the date that CalRecycle approves the PRO plan. This is an unrealistic expectation and an unreasonable requirement. The initial plan will require agreement on cost payments and categories to collect, process, responsibly market, and provide outreach. The requirements of 18980.11(b) require that materials be sent to responsible markets, not just collected, which further complicates immediate compliance.

18980.11(c) allows one year to meet the obligations of 42060.5 when covered materials list change. That one year window should apply to initial compliance as well. Unresolved funding issues should extend compliance requirements until they are resolved and implemented.

7. Enforcement against local jurisdictions is called for in Article 13, Section 18980.13 (i) despite there being no explicit authority for CalRecycle to subject local governments to enforcement and penalties in SB 54. Enforcement under the revised draft is limited to 42060.5 covered materials, and there is no enforcement authorization in that section. Contrast this with SB 54 directly authorizing enforcement against the PRO or individual producers in Sections 42051.1.(m)(1), 42063.(b)(3) and 42080.(a).

Subjecting California localities to \$50,000/day fines is excessive. The regulations should set local government penalty limits at the same \$10,000/day limits in AB 939 and SB 1383, and use enforcement procedures already in place to assure local government compliance.

The term “regardless of the reason” should be removed from paragraph 2 as it conflicts with other provisions including corrective action plans and exemptions or extensions.

8. The corrective action plan referred to in 18980.13.1(a) is to PRC Section 42081(b), which specifically refers to the PRO and producers. The regulations should not deny local governments’ abilities to submit corrective action plans, and should be changed to clarify that ability.

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Food Date Labels: AB 660

SUMMARY STATEMENT

Effective July 1, 2026, food products may not show “sell-by” dates. Date label standardization means that all manufacturers only use “Best if Used By” to indicate quality and “Use By” to indicate safety.

Surveys showed over 50 different date labels in use, with consumer confusion resulting in as much as 20% of edible food discarded before use at an estimated \$1,300 household cost. Retailers will use coded sell by dates for inventory control while avoiding consumer confusion.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Consumer savings by avoided discards	November 14, 2024	7

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Carpet Recycling: AB 863

SUMMARY STATEMENT

AB 863 makes changes to the carpet stewardship recycling program (CARE). This program has been fined repeatedly by CalRecycle over performance issues and the legislation addresses recurring issues.

- Penalties are increased for continuing violations, and for intentional violations
- Waste carpet must be collected and sent to a carpet recycling facility by January 1, 2029 with costs paid by CARE
- California stakeholders will be added to the CARE board which has been dominated by Georgia carpet manufacturers
- At least 5% of California carpet must be recycled into new carpet by 2028
- At least 8% of CARE's funding is to be allocated to workplace apprenticeship programs
- CARE's recycling rate goal will be adjusted to reflect historic sales data
- CalRecycle can require that CARE take specific action to address deficiencies
- After three violations, CalRecycle may revoke CARE's eligibility to service as the producer responsibility organization

The bill included earlier language that would have brought other flooring products into the stewardship program, including resilient flooring such as vinyl tile and linoleum and artificial turf. Those provisions were removed prior to adoption. However as resilient flooring sales increase while the products lack recycling infrastructure, future legislation is likely.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Expanded carpet recycling coverage	November 14, 2024	8

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Local Organic Product Procurement: AB 2346

SUMMARY STATEMENT

The approval of AB 2346 provides additional tools and pathways for local jurisdictions to meet their SB 1383 procurement requirements, including using individual/regional procurement targets tied to waste characterization data and the addition of edible food recovery and community compost.

CalRecycle’s regulations currently require that cities and counties annually acquire .08 tons per capita equivalent of compost, mulch, renewable energy through anaerobic digestion, or biomass electricity. The .08 is a statewide average of per capita organics disposal needed to meet SB 1383’s landfill reduction goals.

AB 2346 provides that “One or more local jurisdictions within the same county may determine a local per capita procurement target using information from a local waste characterization study for a period not to exceed five years after the completion of the study.” Authority agencies should benefit from setting local targets that reflect local landscaping and consumption patterns.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduced procurement cost	November 14, 2024	9

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Low Population and Elevation Waiver Organic Product Procurement: AB 2902

SUMMARY STATEMENT

SB 1383 regulations set parameters for low population and high-elevation waivers from organics collection requirements. However, the regulations did not exempt that population from organics products procurement calculations. Needles received a low population waiver, Big Bear Lake's elevation waiver means that food scraps need not be collected for composting, and multiple County communities received low population or elevations waivers (or both).

AB 2902 requires that CalRecycle exclude residents included in department-issued low population or elevation waivers from the population in determining a local jurisdiction's organic waste procurement target.

The bill also exempts bear bins from the collection bin lid color requirements.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduced residential program costs.	November 14, 2024	10

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Textile Product Stewardship: SB 707

SUMMARY STATEMENT

The Responsible Textile Recovery Act of 2024 mandates the formation of a Producer Responsibility Organization (PRO) to manage collection, transportation, sorting, and repair of textiles and apparel. Producers also may comply individually. Online textile sellers over \$1,000,000 annually also must participate, and online marketplace are to provide that information to the PRO.

CalRecycle is to approve a single statewide PRO by March 1, 2026 and adopt regulations by July 1, 2028. The PRO plan must be approved by July 1, 2030 when the regulations are effective.

The author estimates that 95% of textiles could be reused or recycled but that only 15% are captured while California landfills 1.2 million tons annually. Covered textiles include clothing, footwear, handbags and backpacks, bedding, woven window covers and towels.

Textiles often are collected in curbside recycling and must be removed at materials recover facilities where they can jam and damage equipment. Textiles also are frequently dumping illegally on public and private property, requiring clean-up. Amounts of curbside and illegally dumped textiles are expected to decrease as SB 707 is implemented.

Many donated textiles are unsellable, with thrift stores and others left responsible for disposal costs. The costs to repair items for sale and for recycling or disposing unsold items are to be paid by the PRO.

Local government collection sites are included in the program, similar to current carpet and mattress locations. Local jurisdictions also are to be included in the PRO's needs assessment preparation to determine necessary steps and investment.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduced costs to handle textile discards	November 14, 2024	11

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Plastic Grocery Bags: SB 1053

SUMMARY STATEMENT

Beginning January 1, 2026, thicker 'reusable' plastic checkout bags are banned and no plastic carryout bags will be allowed. Retailers may offer 50% post-consumer recycled content paper bags for purchase at \$.10 each. Thinner plastic bags may be used to protect food before checkout.

Single-use plastic carryout bags initially were banned by legislation in 2014. Bag manufacturers carried a referendum to overturn the ban, which voters rejected in 2016. Stores were permitted to sell reusable plastic bags. However consumers often discarded the reusable bags, which had no recycling outlets. The weight of disposed plastic bags increased in California by nearly 40% between 2004 and 2021.

The California Grocers Association supported SB 1053, which was opposed by plastic bag manufacturers.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduced plastic bag MRF handling costs	November 14, 2024	12

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Paint Products Stewardship: SB 1143

SUMMARY STATEMENT

SB 1143 expands the existing PaintCare Program to include additional paint products. Earlier versions of the bill would have created a household hazardous waste (HHW) producer responsibility program, but those provisions were removed for 2024.

California’s PaintCare program was established in 2010, requiring the paint manufacturing industry to operate a financially sustainable and environmentally responsible program to manage postconsumer (leftover) architectural paint. The program now includes all remaining paint and paint-related product categories that can be managed under PaintCare’s existing program. This includes aerosols, related products like thinners and removers, and “nonindustrial coatings” in five gallons or less such as automotive, furniture and arts and crafts paint and furniture oil or wood preservatives.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduces HHW management costs	November 14, 2024	13

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Low Population Boundaries: SB 1175

SUMMARY STATEMENT

The Authority Board supported SB 1175 that would have established an alternative method to set low population and elevation waivers boundaries. The bill was held in the Assembly Appropriations Committee, presumably because of increased State costs to model the method.

CalRecycle's SB 1383 regulations authorize low-population and elevation waivers organics or food waste collection based unincorporated census tracts. CalRecycle would have been required to revise the regulations to consider alternatives to census tracts such as block groups. The current regulations result in neighborhood and communities with differing requirements, complicating outreach and creating collection inefficiencies.

RECOMMENDED ACTION

Update on Authority supported legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduced resident costs	November 14, 2024	14

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Refillable Propane Cylinders: SB 1280

SUMMARY STATEMENT

Prohibits the sale of propane cylinders unless they are reusable or refillable by January 1, 2028 consistent with regulations to be adopted by CalRecycle.

Reusable or refillable means:

- Explicitly designed and marketed to be utilized multiple times for the same product.
- Designed for durability to function properly in its original condition for multiple uses.
- Supported by adequate infrastructure to ensure the cylinders can be conveniently and safely reused or refilled for multiple cycles.

The Authority received a CalRecycle grant to pilot refillable cylinder outreach, sale and refill. This and other projects demonstrated statewide refillable feasibility. Single use cylinders cost about \$3 each to manage properly at household hazardous waste facilities or other when discarded at parks or campgrounds. Cylinders at materials recovery facilities or collection trucks can explode when compressed.

RECOMMENDED ACTION

Update on adopted legislation; no action necessary.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM No.
John Davis	Reduced management costs	November 14, 2024	15

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE
JOINT POWERS AUTHORITY**

AGENDA MATTER

Board Comments.

SUMMARY STATEMENT

Comments by members of the Board.

RECOMMENDED ACTION

No recommended action.

PRESENTED BY

Melissa Krejckant

MEETING DATE

November 14, 2024

ITEM No.

16