

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

REGULAR MEETING
THURSDAY, AUGUST 12, 2021
10:00 A.M.

TELECONFERENCE NOTICE

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act., the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on May 5, 2020 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://zoom.us/j/95815909962?pwd=aGFXYUpEWtC1SHB1U0NMdIQ3UlpwQT09>

******* 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: 958 1590 9962

Passcode: 157048

One tap mobile

+16699009128,,95815909962#,,,,*157048# US (San Jose)

Questions/Issues call (760) 955-5157.

CALL TO ORDER AND ROLL CALL

PLEDGE

CONSENT CALENDAR

1. Request to Approve the Consent Calendar as follows:

- A. Minutes of the Board Meeting held May 13, 2021.**
- B. Warrant Ratification for May 1, 2021 – July 31, 2021.**
- C. Treasurer's Report.**

Recommendation: Approve consent calendar.

PUBLIC HEARING ITEMS

None

DISCUSSION/ACTION ITEMS

2. JPA Board Chair and Vice-Chair.

Recommendation: Board select Chair and Vice-Chair.

3. Amended Agreement with High Desert Second Chance.

Recommendation: Authorize a Food Recovery Program with High Desert Second Chance.

4. Marketing Services: CoLab Crew.

Recommendation: Approve an Agreement with CoLab Crew to provide communication and marketing services with annual renewals ending June 30, 2026.

5. Fourth Amended Agreement for Professional Services Between the Mojave Desert and Mountain Recycling Authority and John C. Davis, Effective July 1, 2022.

Recommendation: Approve Amendment #4 with John C. Davis.

6. Request for Qualifications: SB 1383 Data Collection, Monitoring and Reporting.

Recommendation: Authorize Request for Qualifications to provide SB 1383 data collection, monitoring and reporting services.

7. Edible Food Recovery Requirements (SB 1383).

Recommendation: Presentation on edible food recovery requirements in SB 1383.

8. Statewide Commission on Recycling Markets and Curbside Recycling.

Recommendation: Presentation on Statewide Commission on Recycling Markets and Curbside Recycling.

9. Legislative Update: Plastics.

Recommendation: Update on plastics legislation.

10. Legislative Update: Beverage Containers.

Recommendation: Update on beverage container legislation.

PUBLIC COMMENTS

10. Public comment on items of interest to the public.

BOARD MEMBERS COMMENTS

11. Comments by members of the Board of Directors.

DATE OF NEXT MEETING

TO BE DETERMINED

ADJOURNMENT

**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 May 13, 2021.**
- B. Warrant Ratification May 1, 2021 – July 31, 2021.**
- C. Treasurer's Report**

RECOMMENDED ACTION

Approve consent calendar.

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
Linda St. Louis		August 12, 2021	1

MINUTES

MOJAVE DESERT AND MOUNTAIN RECYCLING JPA BOARD MEETING

10:00 A.M., THURSDAY, MAY 13, 2021

VICTOR VALLEY MATERIALS RECOVERY FACILITY (VIRTUAL MEETING)

JPA Board Members Present: Marilyn Kruse (Barstow), Debra Jones (Victorville), Bynette Mote (Big Bear), Jeff Drozd (Yucca Valley), McArthur Wright (29 Palms), Tim Terral (Needles), Joy Jeannette (Adelanto), Larry Cusack (Apple Valley), CJ Porter (1st District)

Others Present: John Davis (Administrator), Linda St. Louis (Secretary), Craig Schneider, Amanda Meere (SB County), Christina Kennedy (High Desert Second Chance), R. Torrance, Liz Becerra (Victorville), Pamela Q, Jenele Davison (Victorville), Guy Eisenbrey (Apple Valley), Richard Crockett (Burrtec), Sydnie Harris (Apple Valley)

Roll call was conducted. Chair, Debra Jones, called the meeting to order at 10:00 A.M.

Board Member Joy Jeannette led the pledge of allegiance.

1. **Consent Calendar.** The Consent Calendar was approved on a roll call vote following a motion from Board Member Joy Jeannette and a second from Board Member Larry Cusack to approve the minutes of the Board Meeting and warrant ratification.
2. **Audited Financial Statements for the Year Ended June 30, 2020.** Receiving and filing the Financial Statements for the Year Ended June 30, 2020 was approved on a roll call vote following a motion from Board Member Bynette Mote and a second from Board Member Joy Jeannette.
3. **2021/2022 Budget.** The 2021/2022 Budget, which included \$40,000 from the 2020/2021 marketing funds, was approved on a roll call vote following a motion from Board Member Joy Jeannette and a second from Board Member Larry Cusack.
4. **Edible Food Recovery: High Desert Second Chance.** Board Administrator John Davis and Christina Kennedy (Vice- President, High Desert Second Chance) gave a presentation with updated information on the High Desert Second Chance program.
5. **Curbside Contamination Project Update.** Board Administrator John Davis updated the Board.

6. **SB 1383 Update: SB 619.** Board Administrator John Davis provided the Board with updated information on SB 1383/SB 619.
7. **The Joint Powers Agreement Creating the Mojave Desert and Mountain Recycling Authority.** Board Administrator John Davis gave an overview of the agreement creating the JPA.
8. **Legislative Update.** A letter of support for AB 478 was approved on a roll call vote with a motion from Board Member Marilyn Kruse and a second from Board Member Joy Jeannette. Board Member Larry Cusack was not present for the vote.
9. **Public Comments.** None.
10. **Board Comments:**

Board Member McArthur Wright – Thanks for all the information – helps answer Council questions.

Board Member Joy Jeannette – Thanks to the Chair and Burrtec.

Chair Debra Jones – Thanks John Davis for forgoing COLA this year.

The Chair set the date of the next meeting for August 12, 2021. The meeting was adjourned at 11:32 AM.

Debra Jones
Chair

Linda St. Louis
Secretary

MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE JPA
Warrant Listing: May 1, 2021-July 31, 2021

Check #	Check Date	Payee	Description	Check Amount
2327	5/7/2021	John Davis	JPA & MRF Admin Services Apr 2021	11,971.33
2328	5/19/2021	Erin Duckhorn	Marketing Services Apr 2021, Inv 5050321	2,500.00
2329	5/19/2021	Burrtec	March 2021 Recycling Activity & Minimum Wage Retro	131,214.93
2330	5/19/2021	Linda St. Louis	Inv #049 JPA Board Agenda Prep	301.63
2331	5/19/2021	High Desert Second Chance	VOIDED- CK LOST IN MAIL	-
2332	5/19/2021	CPSC (California Product Stewardship Council)	Marketing Services Feb-Mar 2021 Inv #013	2,428.88
2333	5/19/2021	City of Barstow	Zero waste cert & test, June virtual workshops, Jessica Reed	2,061.00
2334	5/19/2021	Marilyn Kruse	JPA Bd Meeting May 2021	75.00
2335	5/19/2021	McArthur Wright	JPA Bd Meeting May 2021	75.00
2336	5/19/2021	Debra Jones	JPA Bd Meeting May 2021	75.00
2337	5/19/2021	Bynette Mote	JPA Bd Meeting May 2021	75.00
2338	5/19/2021	Tim Terral	JPA Bd Meeting May 2021	75.00
2339	5/19/2021	Jeff Drozd	JPA Bd Meeting May 2021	75.00
2340	5/19/2021	Larry Cusack	JPA Bd Meeting May 2021	75.00
2341	5/19/2021	Joy Jeannette	JPA Bd Meeting May 2021	75.00
2342	5/19/2021	City of Victorville	Citywide street lighting assesment district	346.98
2343	6/3/2021	John Davis	US Composting Council Membership Renewal	11,390.33
2344	6/28/2021	High Desert Second Chance	Edible Food Recovery Program March-May	7,500.00
2345	7/13/2021	Burrtec	Paving Permits for Parking lot	361,703.88
2346	7/13/2021	Erin Duckhorn	Marketing Services May & June Invoices	5,000.00
2347	7/13/2021	High Desert Second Chance	Edible Food Recovery Program June Inv #0018	2,500.00
2348	7/13/2021	CPSC (California Product Stewardship Council)	Marketing Services April 2021 Inv #014	581.83
2349	7/13/2021	CRRRA	Annual renweal-Bronze inv SP21-032	2,500.00
2350	7/13/2021	Mobius Intelligent Systems, LLC	Social Media & Website Services March-June Invoices	6,577.00
2351	7/13/2021	Californians Against Waste Foundation	Subscription to CAWF Inv #448	5,000.00
2352	7/13/2021	John Davis	JPA & MRF Admin Services June 2021	11,019.34
2363	7/14/2021	Burrtec	April 2021 Recycling Activity	22,012.17
2353	7/29/2021	Town of Yucca Valley	Check cashed, belongs to another agency.	712.24

Total	587,921.54
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MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE JOINT POWERS AUTHORITY

Treasurer's Report As of July 31, 2021


Institution/Investment Type	Carrying Amount	Market Value	Interest Rate Yield	Maturity Date	Quarterly Comparisons of Carrying Amounts				
					Jan-21	Oct-20	Jul-20	Apr-20	
Funds under control of the Authority:									
Checking Account:									
JPA Administration	190,148.79	190,148.79	(1)	0.30%	On Demand	140,736.83	142,443.35	166,236.78	146,450.01
JPA Organics	0.00	0.00	(1)	0.30%	On Demand	0.00	0.00	0.00	0.00
MRF Administration	539,975.67	539,975.67	(1)	0.30%	On Demand	542,325.65	546,569.65	550,813.65	20,769.08
MRF Operations	60,114.38	60,114.38	(1)	0.30%	On Demand	61,676.97	59,566.44	66,459.94	126,196.85
Total funds under control of Authority	790,238.84	790,238.84				744,739.45	748,579.44	783,510.37	293,415.94

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: Sydnie Harris, Treasurer


Sydnie Harris, Treasurer

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

AGENDA MATTER

JPA Board Chair and Vice-Chair

SUMMARY STATEMENT

JPA Board elections are held the first meeting in each new fiscal year, in accordance with the Joint Powers Agreement Creating the Authority. The Board selected officers at its February 2021 meeting, reflect turnover of members and cancellation of the August 2021 meeting.

Debra Jones was chosen as Chair, and Larry Cusack as Vice-Chair.

RECOMMENDED ACTION

Board select Chair and Vice-Chair

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	None	August 12, 2021	2

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

AGENDA MATTER

Amended Agreement with High Desert Second Chance

SUMMARY STATEMENT

High Desert Second Chance (HDSC) manages the High Desert Food Collaborative, including nearly 100 food recovery organizations operating under memoranda of understanding. The Collaborative was formed to provide a unified food recovery effort. HDSC has worked with the Authority since 2018 to expand edible food recovery across JPA territory, identifying and assisting established organizations and food generators to prepare for CalRecycle's SB 1383 requirements.

The Authority and HDSC formalized our relationship in 2019, under an agreement ending June 30, 2021. The Amended Agreement extends the term through June 2023, with an optional one year extension.

HDSC provides the following services to the Authority, assisting Authority member agencies with their requirements to:

- Provide records to member agencies documenting compliance.
- Work with Tier One commercial edible food generators (supermarkets, grocery stores, food distributors and wholesalers) to comply with their requirements commencing before January 1, 2022.
- Prepare a standard contract or written agreement between generators and food recovery organizations or services.
- Assure compliance with food recovery organization or service record keeping requirements.
- Assist with capacity assessment including identification of local food recovery organizations and services, and describing resources needed to operate effectively.

The Authority pays \$30,000 annually to HDSC. They reported directly recovering 373,517 pounds of food in 2020, and 280,175 pounds through June 2021; creating 545,000 meals in the process.

RECOMMENDED ACTION

Authorize a Food Recovery Program with High Desert Second Chance

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	\$30,000 in Authority budget	August 12, 2021	3

1 **MEMORANDUM OF UNDERSTANDING**

2
3 This MEMORANDUM OF UNDERSTANDING (“MOU”), made and entered into effective
4 the 9th day of January, 2019, and Amended the 12th day of August, 2021, by and between the Mojave
5 Desert and Mountain Recycling Authority, a joint powers authority (“AUTHORITY”) and High Desert
6 Second Chance (“HDSC”) (individually, “PARTY;” collectively, “PARTIES”) shall be as follows:

7 **RECITALS**

8 **WHEREAS**, AUTHORITY desires to facilitate edible food collection and distribution within its
9 members’ jurisdictions consistent with State regulations; and

10 **WHEREAS**, HDSC manages the High Desert Food Collaborative of edible food organizations
11 and food recovery services, operating edible food recovery programs within the AUTHORITY’s
12 boundaries;

13 **WHEREAS**, AUTHORITY and HDSC desire cooperatively to carry out effective regional
14 edible food recovery; and

15 NOW THEREFORE, and in consideration of the covenants and conditions contained herein, it is
16 agreed between the PARTIES as follows:

17 **1. TERM**

18 1.1 The term of this MOU shall be from September 1, 2021 through June 30, 2023, unless
19 otherwise terminated as provided herein.

20 1.2 If additional funding is available, the term of this MOU may be extended for an
21 additional one (1) year period, upon mutual written agreement of both PARTIES
22 representatives.

23 1.3 Alternatively, the PARTIES mutually may agree to execute another form of agreement to
24 continue the work.

25 **2. RESPONSIBILITIES OF AUTHORITY:**

26 2.1 AUTHORITY will coordinate contacts between HDSC and member agency staff.

27 2.2 AUTHORITY will identify and provide introductions to local commercial food
28 generators and recovery organizations and services with input from member agencies.

2.3 AUTHORITY will secure necessary input from California Department of Resources Recycling and Recovery (CalRecycle) to assure compliance with its applicable edible food recovery regulations.

2.4 AUTHORITY will work closely with HDSC to detail steps needed to assure effective regulatory compliance.

3. **RESPONSIBILITIES OF HDSC:**

3.1 HDSC will prepare and implement an information system model based on its current clients and operation.

3.2 HDSC will work closely with the AUTHORITY to assure that AUTHORITY'S information system and operations comply with State edible food recovery regulations.

3.3 HDSC will assist AUTHORITY and its member agencies to assess capacity for edible food recovery, including but not limited to identification of local food recovery organizations and services, and describing resources needed to operate effectively.

3.4 HDSC will support edible food recovery efforts throughout AUTHORITY territory, including reasonable efforts to share its information system model if needed.

3.5 HDSC will provide records to the AUTHORITY for each member agency documenting its performance in compliance with the regulations.

3.6 HDSC will work with Tier One commercial edible food generators (supermarkets, grocery stores, food distributors and wholesalers) to comply with their requirements commencing before January 1, 2022.

3.7 HDSC will prepare a standard contract or written agreement between generators and food recovery organizations or services that may be utilized by AUTHORITY members in compliance with all applicable laws and regulations.

3.8 HDSC will assure compliance with food recovery organization or service record keeping requirements for edible food recovery programs.

3.9 HDSC shall keep appropriate records regarding the programs and actions under this MOU and shall provide copies of all such records to AUTHORITY upon request.

1 **4. TERMINATION**

2 Either PARTY may terminate this MOU with or without cause upon thirty (30) calendar days'
3 prior written notice to the other PARTY. The PARTIES mutually may agree to waive this notice
4 requirement and terminate this MOU immediately.

5 **5. INDEMNIFICATION; INSURANCE**

6 5.1 HDSC shall indemnify, hold harmless and defend the AUTHORITY and any and all of
7 its members and all of their officers, agents, servants, or employees against any and all
8 claims, loss, damage, charge, fine, charge or expense, including reasonable attorneys'
9 fees for counsel acceptable to AUTHORITY, to which the AUTHORITY or such
10 officers, agents, servants, or employees may be put or subject to, by reason of any
11 damage, loss or injury of any kind or nature whatever to persons or property to the extent
12 caused by the negligent act or action, or any neglect, or failure to act, when under a duty
13 to act, on the part of HDSC, in its performance hereunder. In the event claims, losses,
14 damages, charges, fines, charges or expenses are caused by the joint or concurrent
15 negligence of AUTHORITY and HDSC, they shall be borne by each PARTY in
16 proportion to its negligence.

17 5.2 AUTHORITY shall indemnify, hold harmless and defend the HDSC and any and all of
18 its officers, agents, servants, or employees against any and all claims, loss, damage,
19 charge or expense, including reasonable attorneys' fees, to which the HDSC or such
20 officers, agents, servants, or employees may be put or subject to, by reason of any
21 damage, loss or injury of any kind or nature whatever to persons or property to the extent
22 cause by the negligent act or action or any neglect, or failure to act, when under a duty to
23 act, on the part of AUTHORITY in its performance hereunder.

24 5.3 The PARTIES agree to procure and maintain insurance coverages sufficient to cover their
25 respective risks.

26 **6. PAYMENT**

1 AUTHORITY will pay HDSC \$30,000 annually for its work associated with this MOU. HDSC
2 will submit an invoice for payment monthly, accompanied by a report of activities during the preceding
3 month. Payments will be made monthly in twelve equal payments.

4 **7. PROGRAM COORDINATION**

5 7.1 The AUTHORITY Administrator, or his/her designee, shall be the representative of
6 AUTHORITY for all purposes of this MOU. The AUTHORITY Administrator, or
7 his/her designee, hereby is designated as the Program manager for AUTHORITY.
8 He/she shall supervise the progress and execution of this MOU.

9 7.2 HDSC assigns TBD to have overall responsibility for the progress and execution of this
10 MOU.

11 **8. NOTICES AND COMMUNICATIONS**

12 Any notice by either PARTY to the other shall be personally delivered to the PARTY or sent by
13 certified mail, return receipt requested, to the addresses set forth below, or to such other addresses as
14 any PARTY may from time to time notify the others in writing. Such notice shall be deemed served
15 when personally delivered for 3 business days after deposit into the mail.

16 **FOR AUTHORITY:**
17 Attn:

18
19
20 **FOR HDSC:**
21 Attn:

22
23 **9. ENTIRE AGREEMENT**

24 This MOU contains the entire agreement between the PARTIES relating to the transactions
25 contemplated hereby and supersedes all prior or contemporaneous memoranda of understandings,
26 understandings, provisions, negotiations, representations, or statements, either written or oral.

27 **11. MODIFICATION**

1 No modification, waiver, amendment, discharge, or change of this MOU shall be valid unless the
2 same is in writing and signed by both PARTIES. No waiver of any term or conditions of this MOU shall
3 be a continuing waiver thereof.

4 **12. AUTHORITY FOR EXECUTION**

5 Each of the individuals executing this MOU on behalf of the PARTIES represents and warrants
6 that he/she is duly authorized to execute and deliver this MOU on behalf of AUTHORITY or HDSC, as
7 applicable; and that such execution and delivery on behalf of either AUTHORITY or HDSC is duly
8 authorized and within the authority of the signatory identified below.

9 **13. CHOICE OF LAW**

10 The laws of the State of California shall govern this MOU. Proper venue for any dispute
11 regarding this MOU shall lie in San Bernardino County, California.

12 **14. INTERPRETATION**

13 This MOU shall be interpreted to give effect to its fair meaning and shall be construed as though
14 both PARTIES prepared it.

15 **15. ASSIGNMENT**

16 Unless authorized in writing by both PARTIES, neither PARTY shall assign or transfer any
17 rights or obligations covered by this MOU. Any unauthorized assignment or transfer shall constitute
18 grounds for termination by the other PARTY. ·

19 **16. SEVERABILITY**

20 If any one or more of the provisions of this MOU is held to be invalid, illegal, or unenforceable,
21 then such provision or provisions shall be severed here from, and the remaining provisions of the MOU
22 shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

23 **17. EXECUTION OF COUNTERPARTS**

24 If this MOU is executed in counterparts, each counterpart shall be deemed an original, and all
25 such counterparts or as many of them as the PARTIES preserve undestroyed shall together constitute
26 one and the same MOU.
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4 **IN WITNESS THEREOF**, the PARTIES hereto have caused this MOU to be executed on the
5 date and year first above written.

6 **AUTHORITY:**

HDSC:

7

8 By: _____

By: _____

9

10 **ATTEST:**

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12 _____

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

AGENDA MATTER

Marketing Services: CoLab Crew

SUMMARY STATEMENT

Erin Duckhorn has provided communications and marketing services to the Authority since in 2019, focusing on social media content and digital outreach. Erin recently formed a partnership known as CoLab Crew. The recommended Agreement replaces the previous year-to-year arrangement with a five year effective term, renewable annually unless either part gives notice by December 31. The initial annual rate is \$30,390, the current rate; adjusted by CPI effective July 1. The following tasks are identified

- Produce strategic educational content and marketing materials (flyers, brochures etc.)
- Maintain and oversee Authority brand identity elements
- Website content management
 - Develop and update content, graphics and videos
- Manage social media
 - Develop and post original FB content (for main Authority page and all local community pages) weekly
 - Areas of focus include (subject to change depending on revised objectives): Recyclability of specific materials; Contamination prevention; Waste prevention, reducing consumption; Avoidance of hard-to-recycle items; Proper recycling of items that can't go to MRF but can be recycled (ex: mattresses); Medical Waste/Sharps
 - Increase local followers and engagement for community pages
 - Identify community growth targets
 - Develop and execute hyper-targeted FB advertising campaigns
 - Engage with and leverage like-minded community pages
 - Post local, relevant content
 - Recommend monthly FB advertising spend, create ads, coordinate with Mobius Systems on execution
 - Develop and post original Instagram content
 - Improve coordination with local haulers for timely/relevant content
 - Maintain outreach calendar for holidays, collection events, and relevant events in each Authority community
- Support Authority/community projects, campaigns, and/or events (Curbside Contamination, 1383 outreach etc.) by producing strategic educational content and marketing materials.

RECOMMENDED ACTION

Approve an Agreement with CoLab Crew to provide communication and marketing services with annual renewals ending June 30, 2026

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	\$30,390 from Professional Services	August 12, 2021	4

MOJAVE DESERT AND MOUNTAIN RECYCLING AUTHORITY
CONTRACT NUMBER: CC21-01
FOR
MARKETING SUPPORT SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this 12th day of August, 2021 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 **CoLab Crew**, a California limited liability company, (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 questions and review of completed tasks 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: Erin Duckhorn
Address: 1909 Kendal Place
Rohnert Park, CA 94928
Telephone: (707) 888-4556
Facsimile: (951) 693-9563
Email: erin@colabcrew.com

- III. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include and be in accordance with the following tasks, provided that Consultant and JPA Administrator, with input from the Technical Committee, may modify the specific tasks to reflect public interest, JPA priorities, and emerging issues:

- Maintain and oversee Authority brand identity elements
- Support Authority/community projects, campaigns, and/or events (Curbside Contamination, 1383 outreach etc.) by producing strategic educational content and marketing materials
- Website (Urecycle.org) content management
 - Develop and update content, graphics, and videos
- Maintain calendar for holidays and relevant events for Authority communities
- Produce Authority social media outreach materials: Recyclability of specific materials; contamination prevention; waste prevention, reducing consumption; organics recycling (as introduced), avoidance of hard-to-recycle items; proper recycling of items that can't go to MRF but can be recycled (ex: mattresses); hazardous waste recycling
- Develop and post original FB content (for main Authority page and all local community pages) weekly
- Develop and post original Instagram content for @highdesertrecycles weekly
- Coordinate with communities for timely, relevant, local content
- Develop and execute targeted FB advertising campaigns
- Virtually attend monthly Authority Technical Meetings
- Provide monthly report on outreach activities

- IV. **TERM:** The term of this Contract shall extend from September 1, 2021 through June 30, 2022; and shall renew annually for four additional one-year terms. Either party may provide notice of non-renewal to the other by December 31 and if non-renewal notice is provided this Contract shall end on the subsequent June 30. In no event shall the contract be extended beyond June 30, 2026.

- 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.
- A. **Compensation:** In compensation for the work represented by this Contract, the JPA shall pay Consultant NOT-TO-EXCEED a maximum total of \$30,390 annually. Consultant is responsible for all expenses related to the work, unless reimbursable expenses are approved in advance by the JPA Administrator.
- B. **Cost of Living:** The compensation in Section V.A. shall be adjusted annually by changes in the Consumer Price Index for All Urban Consumers (CPI-U) Riverside-San Bernardino-Ontario calculated by using the Annual Index.
- VI. **MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be that selected below:
- A. X **Commercial General Liability (CGL):** Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, personal and 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 or the general aggregate limit shall be twice the required occurrence limit.
- B. **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 \$1,000,000 per accident for bodily injury and property damage.
- C. **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)
- D. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. 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:
- A. **Additional Insured Status.** The JPA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
- B. **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the JPA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the JPA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the JPA.
- D. **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.
- E. **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.

- F. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. 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.
- G. 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.
- H. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- I. 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

- A. 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.
- B. 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.
- C. 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.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. 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.
- F. 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 misconduct. 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.
- G. 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.

- H. Attorney's 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.
- I. Disputes: Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof be settled by arbitration if requested by JPA.
- 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 Integrated Waste Management Authority
P.O. Box 5001
Victorville, California 92393-5001

Consultant: Erin Duckhorn
CoLab Crew
1909 Kendal Place
Rohnert Park, CA 94928

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 AUTHORITY, 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 AUTHORITY; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the AUTHORITY shall be null, void and of no legal effect whatsoever.
- XII. **INTEGRATION:** The Contract Documents represent the entire Contract of the AUTHORITY 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 AUTHORITY 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 with venue for any litigation in the Superior Court of the County of San Bernardino.
- XIV. **TERMINATION FOR CONVENIENCE:** The AUTHORITY 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 AUTHORITY shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- XV. **TERMINATION FOR DEFAULT:** AUTHORITY, 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 AUTHORITY'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 AUTHORITY.
- Upon termination of the contract with the successful bidder, the AUTHORITY may award the contract to another consultant, if it is deemed to be in the best interests of the AUTHORITY.
- 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.

PARTY OF THE FIRST PART

The Mojave Desert and Mountain
Recycling Authority:

By: _____

Title: _____

PARTY OF THE SECOND PART

Consultant:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ATTACHMENT A
INSURANCE

INSURANCE REQUIREMENTS INSTRUCTION FORM

Contractor shall provide its insurance broker(s)/agent(s) with a copy of the attached insurance requirements 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: _____

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

AGENDA MATTER

Fourth Amended Agreement for Professional Services Between the Mojave Desert and Mountain Recycling Authority and John C. Davis, Effective July 1, 2022

SUMMARY STATEMENT

The Authority Administrator's Agreement runs through June 30, 2022, the end of a five year term. This Amendment would extend the term through June 30, 2027, and add a new compensation Section 3.d. clarifying that the current compensation rate is adjusted on the Amendment's effective date in accordance with the existing formula. The Consumer Price Index is changed to Riverside-San Bernardino-Ontario from Los Angeles-Anaheim in Section 3.c. The only other change is to remove a reference to credit card fee reimbursement in Section 3.g.

The Agreement provides for termination by either party with two week notice and payment of any amounts earned. The JPA reimburses necessary communication, equipment, liability insurance, and travel and meeting expenses. The Administrator maintains office hours Tuesdays through Thursdays, and is available as needed on other days.

The JPA Administrator's Agreement was first approved in 1994, and amended in 2002 to add a cost of living clause and replace mileage reimbursement with an auto allowance. The 2010 amendment specified expense reimbursements; while 2011 froze the cost of living adjustment for one year and set a six year term ending June 30, 2017. The current five year term was approved August 19, 2016, and the amendment also reduced compensation by \$33,000 annually, and specified office hours.

RECOMMENDED ACTION

Approve the Fourth Amended Agreement for Professional Services Between the Mojave Desert and Mountain Recycling Authority and John C. Davis Effective July 1, 2022

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	No change to existing arrangement	August 12, 2022	5

**FOURTH AMENDED AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MOJAVE DESERT AND MOUNTAIN
RECYCLING AUTHORITY
AND JOHN C. DAVIS EFFECTIVE JULY 1, 2022**

THIS AGREEMENT made and entered into this 12th day of August, 2021 by and between the MOJAVE DESERT AND MOUNTAIN RECYCLING AUTHORITY, a joint powers authority (hereinafter referred to as “JPA”), and JOHN C. DAVIS (hereinafter referred to as “Administrator”) whose address is 39905 Memory Lane, Oak Glen, California, 92399 shall become effective as of July 1, 2022 (the “Effective Date”).

WITNESSETH:

WHEREAS, John C. Davis is qualified by reason of education, training, background and experience to provide Administrator contract services to the JPA; and

WHEREAS, John C. Davis has provided those Administrator contract services to the JPA under an agreement adopted this 13th day of June, 2002, and Amended this 13th day of May, 2010, and Amended this 12th day of May 2011, and Amended this 19th day of August, 2016; and

WHEREAS, the JPA desires to continue utilizing services of John C. Davis as Administrator, including Technical Committee support, market development, and project planning, management, and implementation.

NOW, THEREFORE, in consideration of the covenants, agreements, and undertakings herein set forth and the faithful performance of them and each of them by the respective parties, the parties agree and undertake as follows:

1. Term of Agreement. JPA does hereby contract with Administrator for services from July 1, 2022 through June 30, 2027.
2. Duties of Administrator.
 - a. Administrator will provide professional services in accordance with this Agreement, subject to policy direction by the JPA Board of Directors, in consultation with the Technical Committee. Consultant shall observe all applicable laws, rules, regulations, policies and procedures relating to the performance of his responsibilities, including but not limited to, attendance at Board of Directors and Technical Committee meetings.
 - b. Administrator will support the Technical Committee work by carrying out legislative, market, and solid waste program and policy research necessary to carry out the JPA programs;

preparing, transmitting, and recording Technical Committee and Board of Directors agendas and minutes, including support information and Board agenda items; consulting with JPA members as needed to further the JPA's interests; administering the activities of the JPA; and serving as Recycling Market Development Zone Administrator.

- c. Administrator also will undertake specific program and project planning, management, and implementation activities attributed to the Victor Valley Materials Recovery Facility as budgeted by the JPA Board and coordinated with participating municipalities.

3. Compensation: As of the Effective Date of this Agreement

- a. As payment and consideration for services as Administrator and in support of Technical Committee activities as provided in Section 2.b. of this Agreement, JPA shall pay Administrator and Administrator shall accept the rate of \$8,629 per month as adjusted by Section 3.d.
- b. As payment for consultant's services in carrying out program and project planning, management, and implementation activities as provided in Section 2.c. of this Agreement, JPA shall pay Administrator and Administrator shall accept the rate of \$2,139 monthly as adjusted by Section 3.d.
- c. The monthly rates in Section 3.a. and 3.b. shall be adjusted annually by changes in the Consumer Price Index (Riverside-San Bernardino-Ontario, All Consumers), calculated by using the March Index; adjustments shall not be cumulative. Any adjustment must be included in the JPA's annual budget as approved by the JPA Board. If the JPA Board does not include an adjustment in the budget, the rates will not be adjusted for that fiscal year.
- d. The monthly rates in Section 3.a. and 3.b. shall be adjusted on July 1, 2022 in accordance with the formula in Section 3.c.
- e. Invoices for payment will be submitted monthly to the JPA accompanied by a description of work carried out during the previous month. Any work billed on an hourly basis will be itemized.
- f. The Administrator is and shall remain an independent contractor and is not an employee of the JPA. No withholding shall be taken out by the JPA. Administrator shall receive a Form 1099 from JPA and is responsible for the payment of any and all taxes.

- g. The JPA will pay all expenses incurred in carrying out the Administrator's duties under this Agreement. Expenses must be reasonably necessary to the Administrator's duties, and cannot exceed JPA budget authorizations. Eligible expenses include:
 - i. Costs for travel, lodging and meals
 - ii. Direct meeting expense, including meals and materials
 - iii. Conference and workshop registration
 - iv. Internet, computer and telephone expense
 - v. Materials and journals
 - vi. Professional memberships
 - vii. Liability insurance
- 4. Time Commitment. Administrator will devote the time needed to carry out the responsibilities described in this Agreement, and shall record and present records of such time spent monthly with an invoice for payment. Administrator shall maintain regular office hours on Tuesdays, Wednesdays, and Thursdays.
- 5. Severability. If any of the provisions of this Agreement are held to be illegal, invalid, or unenforceable in any respect, the remainder of this Agreement and all other provisions hereof shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by law.
- 6. Assignment.
 - a. This Agreement shall be binding upon and inure to the benefit of the JPA, its successors, and assigns and to the benefit of Administrator, his heirs, and legal representatives.
 - b. This Agreement may be amended only in writing by both parties. No waiver of any term of condition of this Agreement shall be a continuing waiver thereof.
- 7. Governing Law. This Agreement shall be governed by the laws of the State of California, and any litigation concerning this Agreement shall be filed and maintained in the State of California.
- 8. Attorney's Fees/Costs. Each party shall bear its own attorney's fees or costs associated with litigation concerning this Agreement.
- 9. Termination. The right is reserved by either party to terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party.

10. Independent Contractor. Administrator's relationship to JPA is that of independent contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinbefore written.

John C. Davis, Administrator

Debra Jones, Chair
Mojave Desert and Mountain Recycling Authority

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

AGENDA MATTER

Request for Qualifications: SB 1383 Data Collection, Monitoring and Reporting

SUMMARY STATEMENT

CalRecycle's SB 1383 regulations require extensive detailed data collection, monitoring and reporting by local agencies. One article describes the scope of the effort:

The information tracking requirements of the new regulations are myriad. CalRecycle will require jurisdictions to monitor and record everything from the amount of recovered edible food, to the recycling compliance of individual waste generators. According to the new law, jurisdictions will be required to monitor and report on:

- The waste hauler's organic collection services
- The results of the waste hauler's contamination monitoring
- The number and nature of waivers granted to waste generators
- The extent and type of customer outreach
- The adequacy of edible food recovery programs
- The available capacity of recycling facilities for organics
- The results of waste generator compliance reviews, and notices of violation

CalRecycle will evaluate the success of each jurisdiction solely based on the information they collect and report.

The Authority focuses on programs that can be delivered to multiple agencies. SB 1383 data collection, monitoring and reporting could be consolidated under a blanket contract, while allowing for local flexibility.

A Request for Qualifications to identify experienced firms is the first step; followed by a description of service details and pricing. The Administrator will work with member staff to review and assess responses, and to prepare a recommendation for the Board.

RECOMMENDED ACTION

Authorize Request for Qualifications to provide SB 1383 data collection, monitoring and reporting services

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	Unknown; funds available in budget	August 12, 2021	6

SB 1383 Summary Checklist

This SB 1383 Jurisdictional Checklist was prepared by HF&H Consultants, LLC based on CalRecycle's

SB 1383 Short-Lived Climate Pollutant regulations ("SB 1383") approved on November 3, 2020. HF&H provides this as a guidance document to highlight key requirements for jurisdiction compliance; however, it does not reflect all requirements. In this checklist, "jurisdiction" means city or county. Requirements that pertain only to counties are labeled accordingly. Several items in the checklist may be assigned to a jurisdiction's designee, but it is ultimately the responsibility of a jurisdiction to comply with SB 1383 pursuant to 14 CCR Section 18981.2.c. Unless otherwise stated, jurisdiction compliance with SB 1383 shall occur by January 1, 2022. SB 1383 also includes requirements for generators, haulers, food recovery services, food recovery organizations, and facility operators; however, these are not summarized in this checklist.

Ordinances & Policies

- ☐ Adopt enforceable ordinance(s) or similar mechanism(s) requiring compliance with various SB 1383 requirements, including but not limited to: 14 CCR 18984.9.a-e, 18984.9-11, 18988.1-3, 18989.1-3, 18991.5, and 18993.1.a (14 CCR 18981.2.a)
- ☐ Require organic haulers to identify their organics facilities as a condition of their contract or other authorization (14 CCR 18988.1)

Collection & Processing

- ☐ Provide organic waste collection services (including paper and cardboard collection) to all organic waste generators, except self-haulers, using compliance options listed below (14 CCR 18984)
 - Three-container collection system (14 CCR 18984.1)
 - ◇ Green container for organics; delivery to organics recovery facility
 - ◇ Blue container for paper, wood, dry lumber, and nonorganic recyclables; delivery to facility for recovery
 - ◇ Gray container for nonorganic waste for disposal; may include organics if taken to high diversion organics processing facility
 - Two-container collection systems – select one option below (14 CCR 18984.2)
 - ◇ Green and gray containers: Green for organics; delivery to organics facility; gray for other materials, including organic waste not designated for the green container; delivery to high diversion organic waste processing facility
 - ◇ Blue and gray containers: Blue for paper products, printing and writing paper, wood, and lumber, and textiles (optional), and nonorganic waste; gray for all other materials, including organic waste not designated for the blue container; delivery to high diversion organics processing facility
 - Unsegregated single-container collection system (14 CCR 18984.3)
 - ◇ Gray container for all materials; delivery to high diversion organics processing facility
- ☐ Conduct route reviews of randomly selected containers for contaminants with all routes inspected annually, or conduct waste evaluations twice a year for blue, green, and gray containers (quarterly for gray containers in performance-based approach) (14 CCR 18984.5)
- ☐ Notify generators of recycling requirements if contamination is found (14 CCR 18984.5.b, 18984.5.c)
- ☐ Provide collection containers to generators that comply with color requirements when replacing containers after January 1, 2022 or by January 1, 2036, whichever comes first (Note: Use of containers purchased prior to January 1, 2022 is allowed) (14 CCR 18984.7)
- ☐ Label all new containers or lids with SB 1383-compliant labels commencing January 1, 2022 (14 CCR 18984.8)
- ☐ Allow limited generator waivers for de minimis volumes and physical space constraints; maintain related records (14 CCR 18984.11)
- ☐ Determine if jurisdiction meets CalRecycle criteria for low-population, high elevation, or rural waivers; in which case, jurisdiction does not need to perform the above tasks in those geographic regions (14 CCR 18984.12)

Edible Food Recovery

- ☐ Implement food recovery program that educates commercial edible food generators and increases access to food recovery programs (14 CCR 18991.1)
- ☐ Identify Tier One and Tier Two commercial edible food generators (14 CCR 18991.1)
- ☐ Increase edible food recovery capacity if current capacity is insufficient (14 CCR 18991.1)
- ☐ Prior to February 1, 2022, annually thereafter, maintain list of food recovery organizations/services (14 CCR 18985.2.a)
- ☐ Prior to February 1, 2022, annually thereafter, provide Tier One/Tier Two commercial edible food generators with information on their requirements, food recovery programs, and food recovery organizations/services (14 CCR 18985.2.b)

www.hfh-consultants.com



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201 N. Civic Drive, Suite 230
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(707) 246-4803
info@hfh-consultants.com

Southern California Office
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Irvine, CA 92612
(949) 504-5150
info@hfh-consultants.com

Procurement Requirements

- ☐ Procure a quantity of recovered organic waste, such as compost, mulch, renewable natural gas, or electricity from biomass, that meets or exceeds the annual organic waste product procurement target determined by CalRecycle and where products meet standards specified in SB 1383; procurement may be satisfied by direct service provider(s) to the jurisdiction (Note: Rural jurisdictions do not need to comply until after December 1, 2026 (14 CCR 18993.1))
- ☐ Purchase paper products and printing and writing paper with at least 30% post-consumer, recycled-content fibers, that are recyclable; require businesses from whom it purchases these products to certify its compliance in writing (14 CCR 18993.3)

Enforcement & Penalties

- ☐ Implement desk-top compliance monitoring program for multi-family and commercial organic waste generators with two cubic yards or more of materials per week and inspection program for Tier One/Tier Two edible food generators, and food recovery organizations and services by January 1, 2022 (14 CCR 18985.1.a)
- ☐ Provide educational materials to regulated entities not in compliance in 2022 and 2023 (14 CCR 18995.1.a)
- ☐ Investigate and maintain records of all complaints received alleging non-compliance with SB 1383 (14 CCR 18995.3)
- ☐ Take enforcement actions, including issuing notices of violations and assessing penalties in amounts consistent with those specified in SB 1383 by January 1, 2024 (14 CCR 18995.1.a.5, 18997.2)
- ☐ Pay penalties if assessed by CalRecycle (14 CCR 18997.3)

Education & Outreach

- ☐ Prior to February 1, 2022 and annually thereafter, provide generators using two or three-container systems with information on properly separating materials, organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, approved haulers, self-haul requirements, and edible food donation (14 CCR 18985.1.a)
- ☐ Prior to February 1, 2022 and annually thereafter, provide generators using single-container system information on organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, a list of approved haulers, self-haul requirements, edible food recovery donation information, and information that waste is processed at a high diversion organic waste processing facility (14 CCR 18985.1.b)
- ☐ Provide communications in non-English languages spoken by a substantial number of the public that are provided organic waste collection services, consistent with requirements of Government Code Section 7295 (14 CCR 18985.1.e)
- ☐ Annually, commencing in 2022, provide Tier One and Tier Two commercial edible food generators with information on jurisdiction's edible food recovery program, generator requirements, and food recovery organizations (14 CCR 18985.2)

Record Keeping & Reporting

- ☐ By April 1, 2022, file initial compliance report containing ordinance(s) or other enforceable mechanism(s) adopted and reporting items listed in the annual reporting section (14 CCR 18994.1)
- ☐ By October 1, 2022, and August 1 annually thereafter, submit annual SB 1383 compliance report (14 CCR 18994.2)
- ☐ Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (14 CCR 18995.2)
- ☐ Report (by counties only) on capacity planning activities conducted in accordance with 14 CCR 18992.1, 18992.2, 18992.3 beginning August 1, 2022, then August 1, 2024, 2029, and 2034 (14 CCR 18992.3, 18994.2.i)

Capacity Planning

- ☐ **Counties**, in coordination with jurisdictions and regional agencies, are responsible for the following activities
 - Conduct organics waste recycling and edible food recovery capacity planning described below (14 CCR 18992.1, 18992.2, 18992.3)
 - Estimate amount of organic waste disposed, identify amount of verifiable organic waste recycling capacity available to the jurisdiction, and estimate amount of new or expanded capacity required (14 CCR 18992.1)
 - Estimate amount of edible food that will be disposed by Tier One/Tier Two commercial edible food generators; identify food recovery capacity available; identify new or expanded capacity; and calculate minimum capacity needed for edible food recovery from Tier One/Tier Two commercial edible food generators (14 CCR 18992.2.a)
- ☐ If County *determines* existing, new, or planned organic waste recycling or edible food recovery capacity is insufficient for one or more jurisdiction's needs, notify jurisdiction(s); jurisdictions shall submit an implementation schedule (including timelines and milestones) demonstrating how capacity will be secured by the end of the reporting period (14 CCR 18992.1, 14 CCR 18992.2.c)



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

AGENDA MATTER

Edible Food Recovery Requirements (SB 1383)

SUMMARY STATEMENT

Starting in 2022, some food service businesses must donate edible food to food recovery organizations with others starting in 2024. California has a 2025 goal to recover 20% of edible food currently thrown away. CalRecycle's regulations, effective January 1, 2022, require that:

- Jurisdictions must establish food recovery programs and strengthen their existing food recovery networks
- Food donors must arrange to recover the maximum amount of their edible food that would otherwise go to landfills
- Food recovery organizations and services must maintain records
- Jurisdictions must actively expand and create new infrastructure to grow food recovery networks
- Jurisdictions must educate all regulated food donors beginning in 2022, including:
 - Supermarkets
 - Grocery stores over 10,000 square feet
 - Food distributors
 - Food service providers
 - Wholesale food vendors
 - Restaurants larger than 5,000 square feet or 250 seats
 - Hotels with on-site food facility and 200 rooms
 - Health facility with on-site food facility and 100 beds
 - Large venues
 - Large events
 - State agency cafeterias larger than 5,000 square feet or 250 seats
 - Local education agencies with on-site food facility
- The County must lead a capacity planning exercise to assure adequate food recovery capacity. Jurisdictions that cannot identify enough existing or new food recovery capacity must submit an implementation schedule to CalRecycle, including timelines and milestones for planning new or expanded capacity, including:
 - Funding infrastructure, including modifying franchise agreements or demonstrating other means of financially supporting capacity expansion
 - Identifying facilities, operations, and activities in the county that could increase food recovery capacity

A PowerPoint presentation summarizing the requirements, and funding options, is available.

RECOMMENDED ACTION

Presentation on edible food recovery requirements in SB 1383

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	Unknown	August 12, 2021	7

California's Edible Food Recovery Requirements

High Desert Food Collaborative

July 15, 2021

John Davis, Administrator

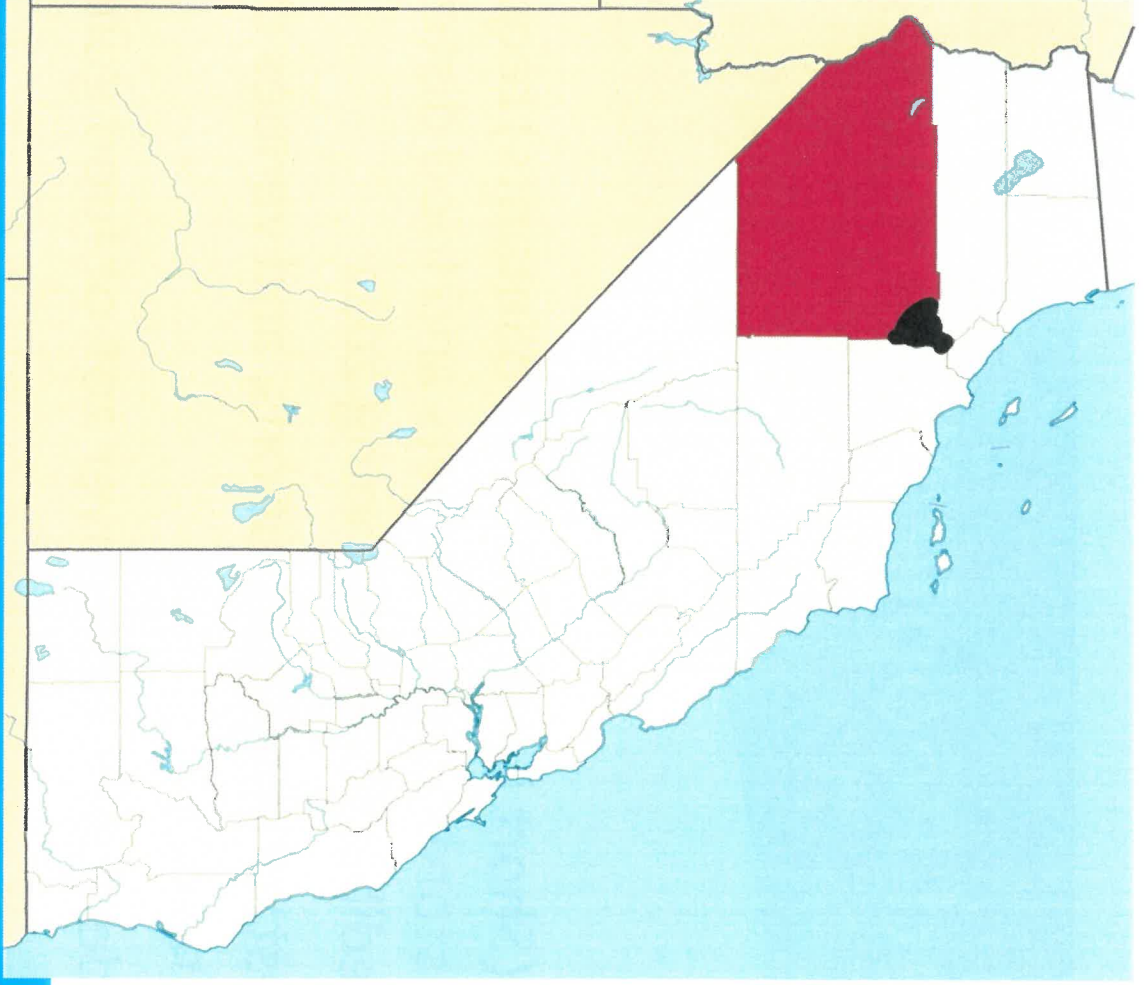
Mojave Desert and Mountain Recycling Authority

Mojave Desert and Mountain Recycling Authority

- * Adelanto, Apple Valley, Barstow, Big Bear Lake, Needles, San Bernardino County, Twenty Palms, Victorville, Yucca Valley
- * Joint Powers Authority formed in 1992 to work on regional issues
- * 15,000 +/- square miles
- * 393,776 people (excluding military bases)
- * **Working with High Desert Second Chance to expand the Food Collaborative model**



Recycling Authority



Feed People Not Landfills

- * SB 1383 (Short Lived Climate Pollutants) requires that grocery stores, supermarkets and food distributors donate edible food beginning 2022
- * Large restaurants, institutions, and venues must donate in 2024
- * Statewide goal is to recover 20% of food going to landfills
- * <https://www.calrecycle.ca.gov/Organics/SLCP>

Recovering Edible Food

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

Donated Food is Not Solid Waste

- * Definition 18 “Edible food” means food intended for human consumption.
- * (A) For the purposes of this chapter, “edible food” is not solid waste if it is recovered and not discarded
- * If it’s not solid waste, it’s not implicitly covered by solid waste franchises

Section 18985.2. Edible Food Recovery Education and Outreach

- * (a) On or before February 1, 2022 a jurisdiction shall:
 - * (1) Develop a list of food recovery organizations identified in Section 18982(a)(25)(A)–(B) and food recovery services operating within the jurisdiction and maintain the list on the jurisdiction’s website.

Section 18985.2. Edible Food Recovery Education and Outreach

- * (b) At least annually a jurisdiction shall:
 - * (1) **Provide commercial edible food generators with the following information:**
 - * (C) **Information about food recovery organizations and food recovery services operating within the jurisdiction, and where a list of those food recovery organizations and food recovery services can be found.**

Section 18991.1. Jurisdiction Edible Food Recovery Program

- * (a) **A jurisdiction shall implement an edible food recovery program that shall include the actions that the jurisdiction will take to accomplish each of the following:**
 - * (2) **Increase commercial edible food generator access to food recovery organizations and food recovery services.**
 - * (4) **Increase edible food recovery capacity if the analysis required by Section 18992.2 indicates that the jurisdiction does not have sufficient capacity to meet its edible food recovery needs**

Section 18991.1. Jurisdiction Edible

Food Recovery Program

- * A jurisdiction may fund the actions taken to comply with this section through franchise fees, local assessments, or other funding mechanisms

Section 18991.3. Commercial Edible Food Generators

- * (b) Commercial edible food generators shall arrange to recover the maximum amount of edible food that would otherwise be disposed. A commercial edible food generator shall comply with the requirements of this section through 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.

Section 18992.2. Edible Food Recovery Capacity

- * (a) Counties, in coordination with jurisdictions and regional agencies located within the county, shall:**
 - * (4) Identify the amount of new or expanded capacity, if any, at food recovery organizations and food recovery services that is necessary to recover the edible food that is estimated to be disposed by commercial edible food generators in (a)(1).**

Section 18992.2. Edible Food Recovery Capacity

- * (c) If a county identifies that new or expanded capacity is needed to recover the amount of edible food identified in Subdivision (a), then each jurisdiction within that county that lacks capacity shall:
 - * (1) **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 by commercial edible food generators within its jurisdiction by the end of the reporting period set forth in Section 18992.3 of this article.**

Section 18992.2. Edible Food Recovery Capacity

- * (c)(A) The implementation schedule shall include timelines and milestones for planning efforts to access additional new or expanded capacity including, but not limited to:
 - * 1. **Obtaining funding for edible food recovery infrastructure including, but not limited to, modifying franchise agreements or demonstrating other means of financially supporting the expansion of edible food recovery capacity.**

Enhanced Federal Tax Deductions for Food Donation

Enhanced tax deduction is the *lesser* of:

- * The tax basis for the donated food (generally, product cost) plus one-half of the profit margin (fair market value minus the tax basis), or
- * Twice the tax basis
- * Fair market value is the normal selling price for food of the same type and quality. The food must be “apparently wholesome.”

Enhanced Deduction Example

A grocery donates potatoes with a fair market value of \$100. The tax basis of these potatoes was \$30. The expected profit margin is the fair market value minus the tax basis ($\$100 - \30), which is \$70.



Enhanced Deduction Example

Under the enhanced deduction, the store is eligible to deduct the smaller of:

Tax basis X 2 = $\$30 \times 2 = \60 **or**

Tax basis + (expected profit margin / 2) = $\$30 + (\$70/2) = \$65$

The enhanced deduction would be **\$60**, substantially higher than the general deduction, which is the tax basis of \$30



NRDC
NATURAL RESOURCES
DEFENSE COUNCIL

A DONOR'S GUIDE TO THE ENHANCED FEDERAL TAX DEDUCTION FOR FOOD DONATION

This note provides a brief introduction, for taxpayers that are not C corporations, to the enhanced federal income tax deduction for businesses that donate food to a food bank or other charitable organization.

CAN MY BUSINESS BENEFIT?

Sole proprietorships, partnerships, S corporations, and limited liability companies (LLCs) can all benefit. If your business donates food to a charitable organization and expects to owe taxes in the following five years, you can potentially claim a deduction. To claim a deduction, your business must generate taxable income, and you must retain a donation record from the charitable organization.

HOW DO I CALCULATE MY DEDUCTION?

Your deduction is the lesser of:

- i. your tax basis for the donated food (generally, your cost) plus one-half of the profit margin (fair market value minus the tax basis), or
- ii. twice your tax basis.

Fair market value is your normal selling price—what you charge for food of the same type and quality. The food must be “apparently wholesome.”²

LET'S GO THROUGH THE CALCULATION:

1. Determine your tax basis—the amount it cost to produce the food you donated. Smaller businesses that don't use inventory tax accounting and aren't required to capitalize indirect costs can generally use 25 percent of the fair market value of the donated food as their tax basis.
2. Subtract your tax basis from the fair market value to find the amount of profit margin—meaning the profit you would have made from selling the food.
3. Calculate your deduction. Double the tax basis, or divide the profit margin in half and add the tax basis—the lesser of the two equals your deduction.

EXAMPLE: A restaurant donates surplus entrees with a fair market value of \$100. The tax basis of these entrees was \$30. The expected profit margin is the fair market value minus the tax basis (\$100-\$30), which is \$70. Under the enhanced deduction, the restaurant is eligible to deduct the smaller of:

Tax basis X 2 = \$30 X 2 = \$60

or

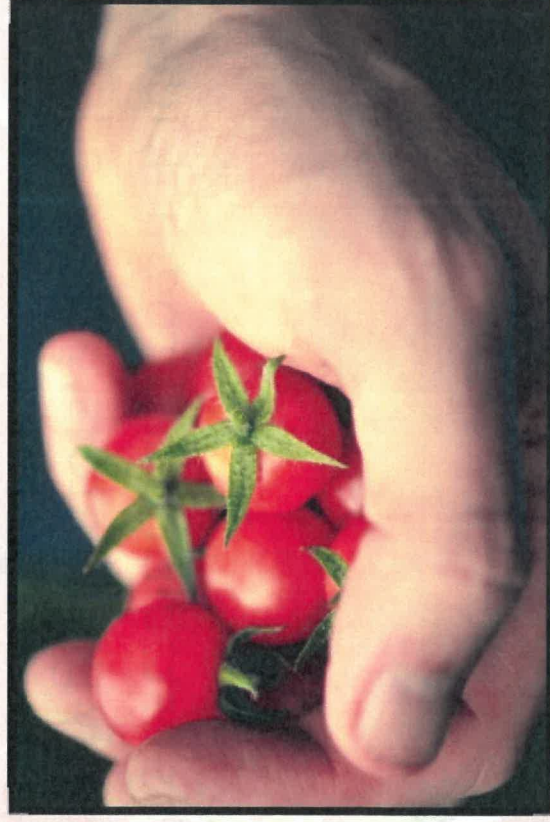
Tax basis + (expected profit margin / 2)
= \$30 + (\$70/2) = \$65

The enhanced deduction would be \$60.

The enhanced deduction is substantially higher than the general deduction, which is limited to the tax basis of \$30.¹

FEDERAL
enhanced

**TAX
DEDUCTION
FOR
food
DONATION**
a legal guide



Harvard
Food Law and Policy Clinic
A Division of the Center for Health Law and Policy Innovation

**food
recovery
project**
UNIVERSITY OF
ARKANSAS

Follow the Money

- * Jurisdictions establish the program, identify recovery options, notify generators, assure adequate capacity and funding
- * Generators are obligated to donate food, are allowed enhanced tax deductions for the donation, and reduce their costs for disposal or composting
- * Food recovery organizations or services incur the expense of receiving the donated food
- * Donated food is not solid waste

Follow the Money

- * Should rate increases pay to fulfill generator obligations?
- * Should generators pay?
- * What about a fee for service?

?

Details

- * If it's rates, who pays? Residents, businesses? All businesses? Tier one and two?
- * How does the jurisdiction disperse the money? Are food recovery groups qualified by the jurisdiction? Who fronts the capital costs? Are recovery groups paid by the pound or a fixed regular payment? Are operating payments in advance or reimbursed?
- * If it's a service fee, is it set by the jurisdiction or negotiated between the generator and food recovery groups? What about open competition between recovery groups?



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

AGENDA MATTER

Statewide Commission on Recycling Markets and Curbside Recycling

SUMMARY STATEMENT

The California Recycling Market Development Act (AB 1583, 2019) required that CalRecycle convene by July 1, 2020 a Statewide Commission on Recycling Markets and Curbside Recycling consisting of representative of public agencies, private solid waste enterprises, and environmental organizations that have expertise in recycling. The Recycling Authority Administrator is one of 17 Commissioners, chairing the Market Development Committee <https://www.calrecycle.ca.gov/markets/commission>

AB 2287 required that the Commission issue preliminary recommendations by January 1, 2021, and to issue policy recommendations and identify products that are recyclable or compostable and regularly collected in curbside recycling programs by July 1, 2021. The bill also requires the Commission to provide opportunities for the public to review and provide comment before finalizing a recommendation or identifying recyclable or compostable products. The Commission was authorized to share its recommendations and identifications with the Legislature or any state or federal agency.

The Commission issued 30 policy proposal recommendations. The Administrator was a primary author for seven and significant contributor to three others, including five market development proposals, carpet, textiles, state agency buy recycled, labeling and recyclable products. The final report is not yet on CalRecycle's website, but is publicly available at

<https://drive.google.com/drive/folders/1AkA647BRfk07uBq7nkg7f7WfGou8rvzC>

Commission meeting will begin again in September. Initial appointments are for two years, and may be extended. A brief PowerPoint presentation is available summarizing the Commission's work to date.

RECOMMENDED ACTION

Presentation on Statewide Commission on Recycling Markets and Curbside Recycling

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	None at this time	August 12, 2021	8



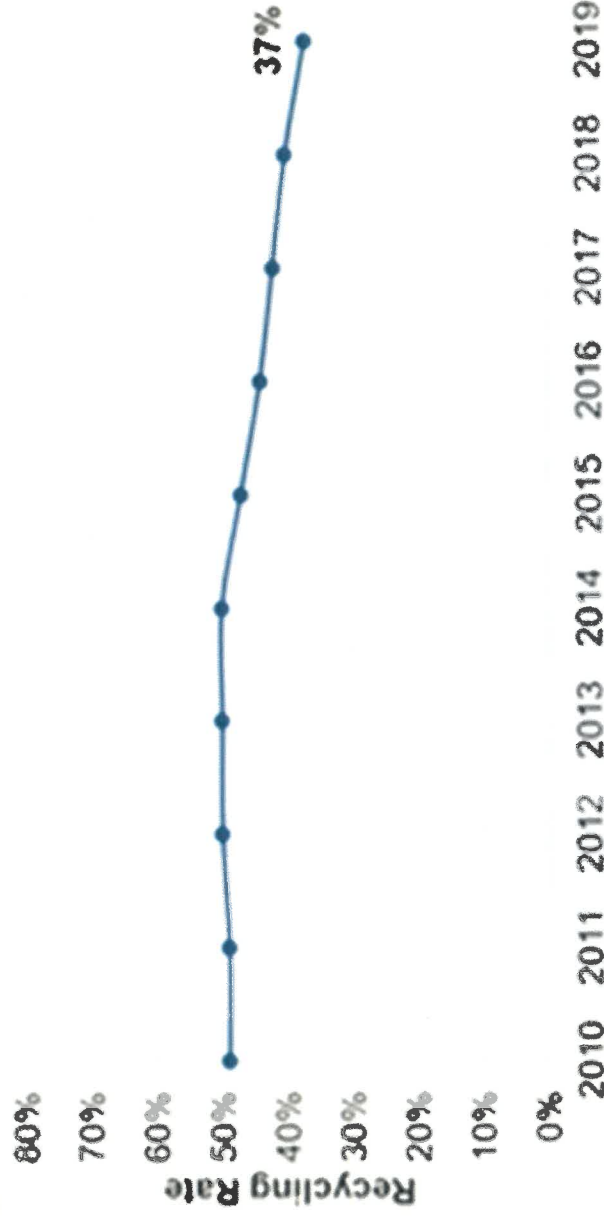
California's Statewide Commission on Recycling Markets and Curbside Recycling

<https://www.calrecycle.ca.gov/markets/commission>

<https://drive.google.com/drive/folders/1AkA647BRfk07uBq7nkg7f7WfGou8rvzC>

Statewide Recycling Rate

Figure 7. California's Statewide Recycling Rate Since 2010



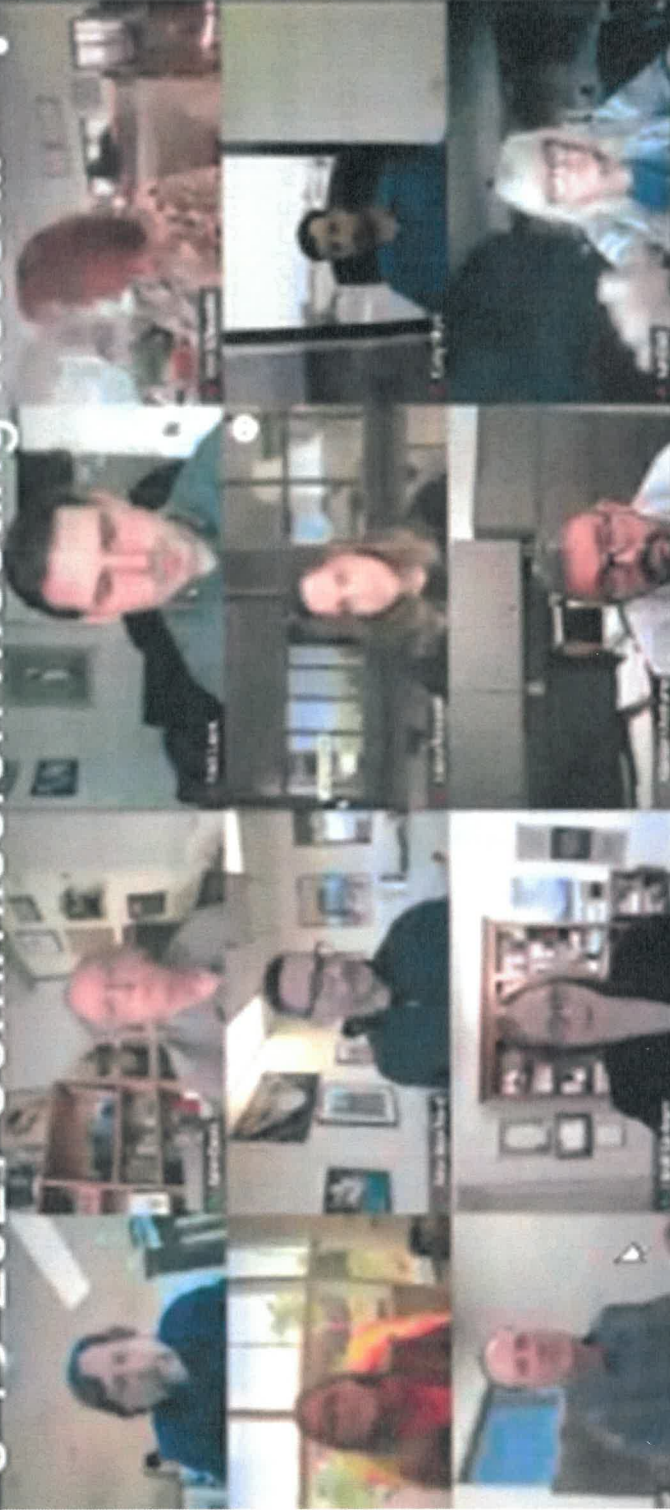
Source: CalRecycle Public Meeting, December 15th, 2020



State-Level Consensus Report

- AB 1583 (Eggman) signed in 2019 establishes Commission
- 17 Commissioners in July 2020, 16 since April 2021
- Though advisory, under Bagley Keene public meeting laws
- Four Committees, Eight 2-person groups
- Googledocs platform, CalRecycle webpages
- 24 full Commission meetings, twice as many Committee meetings
- Over 2500 person hours, volunteered
- All policies heard twice by full Commission, 29 in total
- Entire text reviewed by full Commission

5-19-2021 Commission Meeting Recording



Calls for Action

- Urgent Action to Support Redemption
- Let's Stop the Fires
- Stop Undermining Recovery Economics
- Follow the Waste Hierarchy: Prevention First
- Producer Responsibilities
- Other Proposals
 - Illegal Dumping and Litter



List of Policies

Policy 20-01: Extending Producer Responsibilities Framework for Household Hazardous Waste (HHW)

Policy 20-02: Transition from Single-Use Propane Cylinders to Refillable

Combined Policies 20-03/04: Precautionary Principle & Problem Products

Policy 20-05: State Agency Buy Recycled Campaign

Policy 20-06: Recycling Market Development Zone Loan Program

Policy 20-07: Consolidated Permit Process Utilization and Enhancement

Policy 20-08: Governor's Office of Business and Economic Development (GO-Biz) Enhanced Role

Policy 20-09: CalRecycle Market Development Focus

Policy 20-10: Controls on Plastic Waste Exports

More Policy Proposals

[Policy 20-11: Carpet Stewardship and Flooring](#)

[Policy 20-12: Food Recovery Policies](#)

[Policy 20-13: Right to Repair](#)

[Policy 20-14: Beverage Container Recycling, Changes to the Bottle Bill and Support CalRecycle AB 54 Report](#)

[Policy 20-15: What is Recyclable?](#)

[Policy 20-16: Design for Recyclability - Plastic Container Labels and Shrink Sleeves](#)

[Policy 20-17: Design for Recyclability - Beverage Containers](#)

[Policy 20-18: Label Restriction to Stop Plastic Bag/Film Contamination in Curbside Recycling](#)

[Policy 20-19: Compostable Products Certification and Approval for Composting or Anaerobic Digestion](#)

[Policy 21-20: Letter to the Legislature on Urgency Changes to Bottle Bill](#)

..and More Policy Proposals

Policy 21-21: Correct Counterproductive Incentives

Policy 21-22: Adding Returnable Bottles into the California Bottle Bill – No Crushing Process

Policy 21-23: Redefine Reusable Food Service Packaging

Policy 21-24: Producer Responsibility for Market Development

Policy Proposal 21-25 Fiber products recycled content requirements

Policy 21-26: Hospitality Textile Recycling

Policy Proposal 21-27: Recovering Resources from Mixed C&D Debris

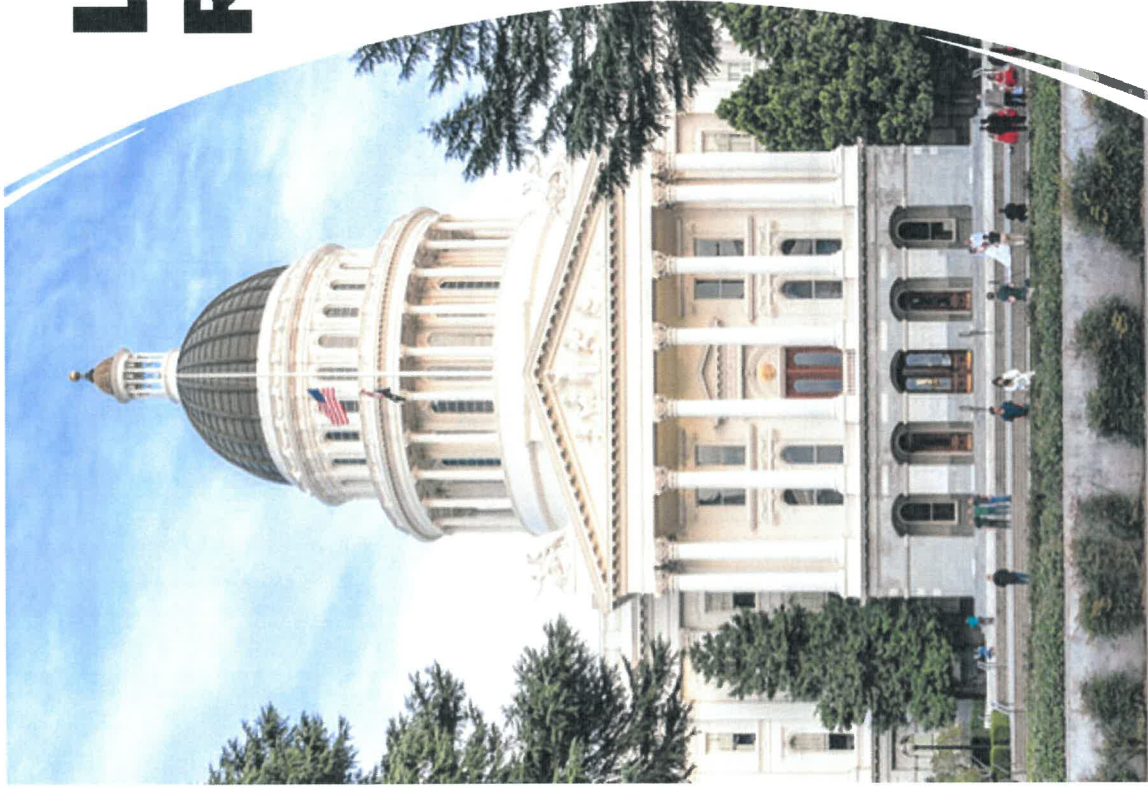
Policy Proposal 21-28: Renewable Technology / Organic Discards to Energy Infrastructure and Market Development

Policy Proposal 21-29: Carbon Farming

Policy 21-30: Label System for Products and Post-Consumer Management

Commission Policy Recommendation Scorecard

Policy #	Topic	Introduced Legislation & Status as of 6/23/2021	Budget Revision
<u>20-01</u>	Extending Producer Responsibilities Framework for Household Hazardous Waste (HHW)	SB 289 (Newman): Failed to move SB 244 (Archuleta): Assembly Environmental Safety and Toxic Materials	
<u>20-02</u>	Transition from Single-Use Propane Cylinders to Refillable		
<u>20-03</u>	Precautionary Principle	AB 652 (Friedman): Senate Environmental Quality AB 1200 (Ting): Senate Health AB 1201 (Ting): Senate Environmental Quality AB 622 (Friedman): Failed to move AB 802 (Bloom): Failed to move AB 1086 (Aguiar-Curry): Senate, awaiting referrals AB 1371 (Friedman): Failed to move AB 661 (Bennett): Two-year bill AB 683 (Grayson): Failed to move	
<u>20-04</u>	Problem Products – Incentives and Disincentives		
<u>20-05</u>	State Agency Buy Recycled Campaign		
<u>20-06</u>	Recycling Market Development Zone Loan Program		
<u>20-07</u>	Consolidated Permit Process Utilization and Enhancement		
<u>20-08</u>	Governor's Office of Business and Economic Development (GO-Biz) Enhanced Role		
<u>20-09</u>	CalRecycle Market Development Focus		
<u>20-10</u>	Controls on Plastic Waste Exports	AJR 4 (C. Garcia): Senate Floor AB 881 (Gonzalez): Senate Environmental Quality	May Budget Revision May Budget Revision
<u>20-11</u>	Carpet Stewardship and Flooring		
<u>20-12</u>	Food Recovery Policies	AB 125 (R. Rivas): Failed to move AB 1086 (Aguiar-Curry): Senate, awaiting referrals SB 619 (Calderon): Assembly Natural Resources	
<u>20-13</u>	Right to Repair	SB 605 (Eggman): Failed to move AB 962 (Kamliager): Senate Environmental Quality AB 1067 (Ting): Failed to move	
<u>20-14</u>	Beverage Container Recycling, Changes to the Bottle Bill and Support CalRecycle AB 54 Report	AB 1454 (Bloom): Senate, awaiting referrals SB 38 (Weikowski): Assembly, Natural Resources SB 451 (Dodd): Assembly Natural Resources AB 1311 (Wood): Senate Environmental Quality	
<u>20-15</u>	What is Recyclable?	AB 478 (Ting): Senate Environmental Quality SB 343 (Allen): Assembly Judiciary Committee	



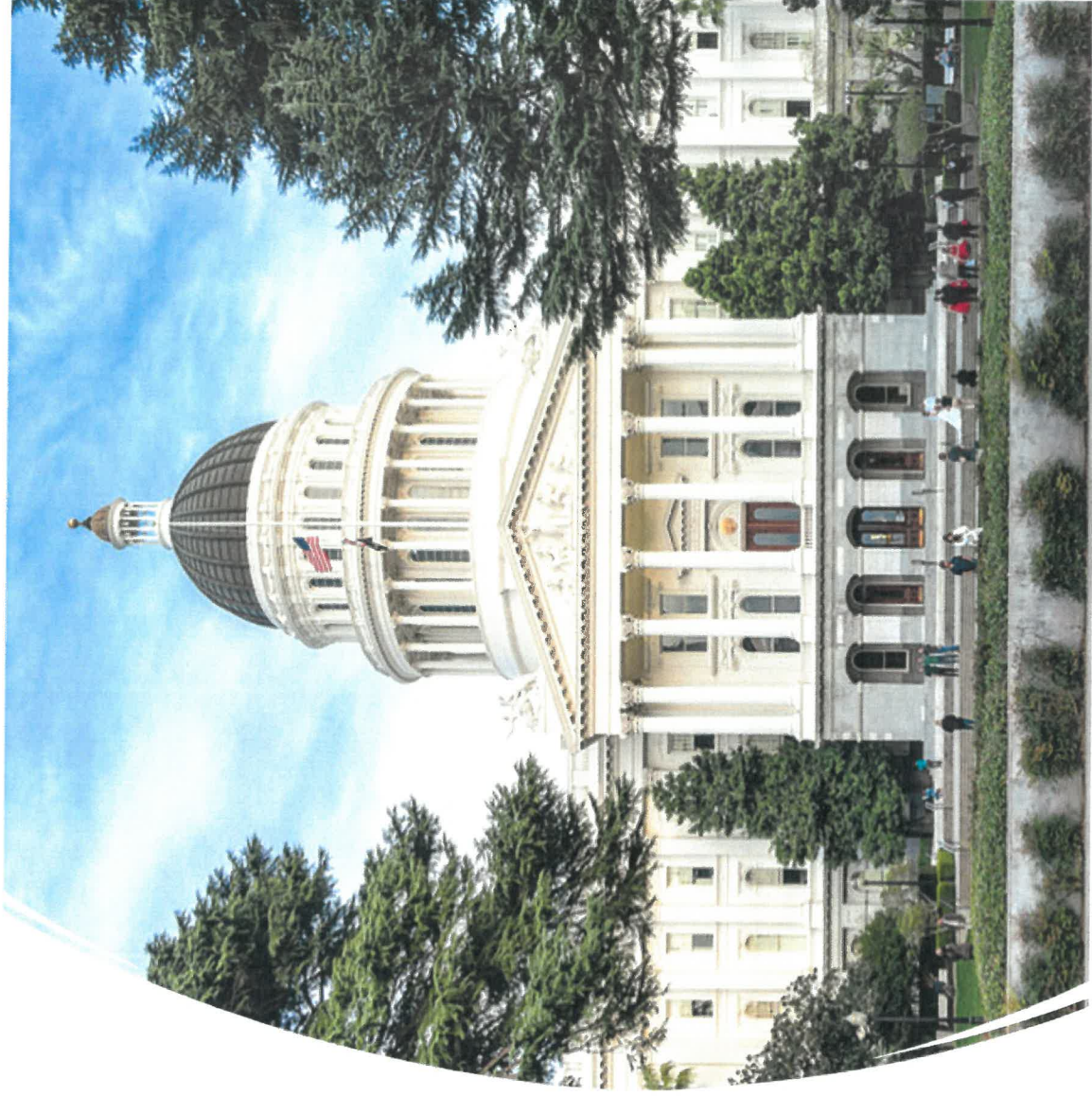
Legislative Responses..13/29

29 Policy Proposals...with 13 of those associated with legislation... the 6 below especially.

1. AJR 4 (by Assemblymember Cristina Garcia) urging the Federal government to ratify the Basel Convention;
2. AB 881 (by Assembly Member Lorena Gonzalez) to reclassify the export of mixed plastics overseas as disposal;
3. SB 343 (by Senator Ben Allen) to eliminate the use of deceptive “recyclable” claims on products that do not have recycling markets;
4. AB 1201 (by Assembly Member Phil Ting) to limit the use of “compostable” claims;
5. AB 661 (by Assembly Member Steve Bennett) to update the State Agency Buy Recycled Campaign; and,
6. SB 289 (by Senator Josh Newman) to develop a program to safely and conveniently collect batteries for recycling.

May Budget Revision Addresses Two Proposals...15/29

- Governor's Office of Business and Economic Development (Go-Biz) Enhanced Role
- CalRecycle Market Development Focus



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

AGENDA MATTER

Legislative Update: Plastics

SUMMARY STATEMENT

The following plastics related bills cleared the original house and continue to move. Detailed information is at <https://leginfo.legislature.ca.gov/>

- AB 478 Sets minimum recycled content requirements for plastic thermoform food containers (i.e. berry boxes, clamshell containers). Like the similar minimum content bill last year, will help support CA recycling jobs and industry. The Victor Valley MRF is recycling plastic thermoforms, and recycled content requirements would increase demand and value. Passed Assembly 54-3; cleared Senate Environmental Quality and Judiciary Committees.
- AB 1276 Expands plastic straws upon request law to include other single-use food accessories, other food facilities, and third party delivery platforms - including food that is taken away, delivered, or served on-site. Assembly approved 58-14; cleared Senate Environmental Quality and Government and Finance Committees.
- SB 343 Builds on California's current "Truth in Environmental Advertising" law prohibiting the word "recyclable" on products that are not truly recyclable and should not be put in a curbside recycle bin. SB 343 extends this prohibition to include the "chasing arrows" symbol, which most consumers believe denotes recyclability. Passed 31-6 in Senate; cleared Assembly Natural Resources and Judiciary.

These bills are held as two-year bills in the originating house.

- AB 842 Comprehensive packaging producer responsibility program for plastic single-use packaging and food service ware.
- SB 54 Reduces single-use packaging and food service ware. This is "placeholder" language that requires producers to source-reduce disposables, sets ambitious recycling and composting requirements, and requires all disposable packaging and food service ware to be truly recyclable or compostable by 2032.

AB 1371 Failed in Assembly 36-28 (15 not voting). The bill would have phased out the use of plastic "films" including mailers, void fill and polystyrene peanuts in e-commerce packaging.

RECOMMENDED ACTION

Update on plastics legislation

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	Unknown	August 12, 2021	9

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

AGENDA MATTER

Legislative Update: Beverage Containers

SUMMARY STATEMENT

The following beverage container recycling bills all cleared the original house and continue to move. Detailed information is at <https://leginfo.legislature.ca.gov/>

- AB 1311 Reduces operating hour requirements for reverse vending machine and bag drop recycling centers. 77-0 in Assembly; cleared Senate Environmental Quality.
- AB 1454 Bottle Bill Modernization - Processing Payment increases for centers, expanded Handling Fee eligibility, Quality Incentives for curbside, financing to help open new centers in unserved areas, support for bag drop. Passed by Assembly 78-0; pending Assembly Natural Resources Committee hearing.
- SB 38 Replace existing bottle bill program with a producer managed program. Senate approved 23-8; awaiting Assembly Natural Resources Committee hearing.
- SB 451 An urgency act to authorized beverage container recycling pilot programs. Senate approved 39-0; awaiting Assembly Natural Resources Committee hearing.

This is now a two-year bill.

- AB 1067 New recycling goals, convenience zones, pilot projects, auditing system, etc.

RECOMMENDED ACTION

Update on beverage container legislation

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	Unknown	August 12, 2021	10

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

AGENDA MATTER

Public Comment

SUMMARY STATEMENT

Comment on items of interest to the Public.

RECOMMENDED ACTION

None.

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
Linda St. Louis		August 12, 2021	11

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

AGENDA MATTER

Board Comment

SUMMARY STATEMENT

Comment on items of interest to the Board.

RECOMMENDED ACTION

None.

PRESENTED BY

Linda St. Louis

FISCAL IMPACT:

MEETING DATE

August 12, 2021

ITEM NUMBER

12