

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

REGULAR MEETING  
THURSDAY, AUGUST 14, 2025  
10:30 A.M.

THIS MEETING WILL BE HELD IN PERSON & VIA TELECONFERENCE.

**IN PERSON LOCATION:**

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

**TELECONFERENCE LOCATIONS:**

**City of Big Bear Lake:** 39707 Big Bear Blvd., Big Bear Lake, CA 92315

**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

**ALL MEETINGS ARE OPEN TO THE PUBLIC.**

The Mojave Desert & Mountain Recycling Joint Powers Authority (MD&MRJPA) holds its meetings in public in accordance with the requirements of the Ralph M. Brown Act and its established policies and procedures.

Members of the public may submit comments electronically to the Board Secretary at [iesquivel@victorvilleca.gov](mailto:iesquivel@victorvilleca.gov) by 7:00 a.m. the morning of the meeting. Members of the public may also choose to submit a comment before or during the Public Comment Item of the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at (760) 955-5210 or via email at [iesquivel@victorvilleca.gov](mailto:iesquivel@victorvilleca.gov) no later than 24 hours prior to the meeting.

## **TELECONFERENCE NOTICE:**

The MD&MRJPA allows members of the Board and the public to attend and participate in meetings via teleconference, in accordance with the Brown Act and applicable regulations.

To participate via teleconference, please sign in with 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

For any questions, comments, issues, or Public Records Requests, please contact the Board Secretary, Ivy Esquivel, via email at [iesquivel@victorvilleca.gov](mailto:iesquivel@victorvilleca.gov) or by phone at (760) 955-5210.

CALL TO ORDER AND ROLL CALL

PLEDGE

PUBLIC COMMENTS

### **1. PUBLIC COMMENTS ON ITEMS OF INTEREST TO THE PUBLIC.**

*P5*

CONSENT CALENDAR

### **2. REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS.**

*P6-14*

- A. Minutes of the Board Meeting held May 15, 2025.
- B. Warrant Ratification for May 1, 2025 through July 31, 2025.
- C. Treasurer's Report.

**RECOMMENDATION:** Approve Consent Calendar.

PUBLIC HEARING ITEMS
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**NONE.**

DISCUSSION/ACTION ITEMS
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**3. JPA BOARD CHAIR AND VICE-CHAIR.**

*P15*

**RECOMMENDATION:** Board selects Chair and Vice-Chair.

**4. UPDATED PROFESSIONAL SERVICE AGREEMENTS.**

*P16-34*

**RECOMMENDATION:** Approve modified agreements with John C. Davis, Erin Duckhorn and Mobius Intelligent Systems.

**5. SOLAR PANEL REUSE, REPAIR, AND RECYCLING.**

*P35-47*

**RECOMMENDATION:** Approve an agreement for a solar panel reuse, repair and recycling project with California Product Stewardship Council paid by CalRecycle's Zone Incentive Fund.

**6. RECREATE WASTE COLLABORATIVE INCREASED AUTHORIZATION.** *P48-56*

**RECOMMENDATION:** Approve the revised Agreement with ReCreate Waste Collaborative with updated compensation and scope of work.

**7. SB 54 UPDATE.**

*P57*

**RECOMMENDATION:** Update on SB 54.

**8. LEGISLATIVE UPDATE.**

*P58*

**RECOMMENDATION:** Update on Authority supported legislation.

BOARD MEMBER COMMENTS

9. **COMMENTS BY MEMBERS OF THE BOARD.**

*P59*

DATE OF NEXT MEETING

**THURSDAY, NOVEMBER 13, 2025**

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**

**IVY ESQUIVEL**

**MEETING DATE**

**AUGUST 14, 2025**

**ITEM NUMBER**

**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 May 15, 2025.
- B.** Warrant Ratification for May 1, 2025 through July 31, 2025.
- C.** Treasurer's Report.

**RECOMMENDED ACTION**

Approve Consent Calendar.

**PRESENTED BY**

**IVY ESQUIVEL**

**MEETING DATE**

**AUGUST 14, 2025**

**ITEM NUMBER**

**2**

## **MINUTES**

### **MOJAVE DESERT AND MOUNTAIN RECYCLING JPA BOARD MEETING**

10:30 A.M., THURSDAY, MAY 15, 2025  
IN PERSON AT VICTORVILLE'S CITY HALL, TRAINING ROOM 1

**JPA Board Members Present:** Jeff Drozd (Yucca Valley), CJ Porter (1<sup>st</sup> District Alternate), McArthur Wright (29 Palms), Debra Jones (Victorville), Kendi Segovia (Big Bear), Carmen Hernandez (Barstow), Larry Cusack (Apple Valley)

**Others Present:** John Davis (Administrator), Melissa Krejckant (Secretary), Ivania Esquivel (Victorville), Jacob Scoggins (Victorville), Juan Robinson (Victorville), Tiffany Gaudin (Victorville), Guy Eisenbrey (Apple Valley), Pamela Quick (Apple Valley), Julie Ryan (Apple Valley), Chad Camacho (AIM Recycling Hesperia), Frank Forbes (San Bernardino County), Katya Meyer (Big Bear Lake City), Taylor Hosey (San Bernardino County), Melissa Nelson (Victorville), Kirk Kunihiro (ReCREATE), Richard Crockett (Burrtec), Adam Cripps (Apple Valley)

Board Chair, Larry Cusack, called the meeting to order at 10:31 a.m. Roll call was conducted.

Board Chair, Larry Cusack (Apple Valley) led the pledge of allegiance.

**1. Public Comments.**

None.

**2. Consent Calendar.**

- A. Minutes of the Board Meeting held February 13, 2025.
- B. Warrant ratification for February 1, 2025 through April 30, 2025.
- C. Treasurer's Report.

Recommendation: Approve Consent Calendar.

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

Moved: Debra Jones (Victorville)  
Seconded: CJ Porter (1st District)

Roll Call Vote.

Motion Passed: 7-0, with Board Members Ellen Campbell (Needles) and Daniel Ramos (Adelanto) absent.

### **Public Hearing Items.**

None.

#### **3. 2025/2026 BUDGET.**

Recommendation: Approve 2025/2026 JPA Budget including \$50,000 from 2024/2025 marketing.

Motion was made to approve the recommended action.

Moved: CJ Porter (1<sup>st</sup> District)  
Seconded: McArthur Wright (29 Palms)

Roll Call Vote.

Motion Passed: 7-0, with Board Members Ellen Campbell (Needles) and Daniel Ramos (Adelanto) absent.

#### **4. CONTRACTS.**

Recommendation: Authorize one-year renewable terms for Mobius, Erin Duckhorn, and the Administrator; authorize cost of living fee adjustments and cyber insurance requirements for Mobius.

Motion was made to approve the recommended action.

Moved: Debra Jones (Victorville)  
Seconded: McArthur Wright (29 Palms)

Roll Call Vote.

Motion Passed: 7-0, with Board Members Ellen Campbell (Needles) and Daniel Ramos (Adelanto) absent.

#### **5. SOLAR PANEL REUSE, REPAIR, AND RECYCLING.**



**RECOMMENDATION:** Authorize a solar panel reuse, repair and recycling project with California Product Stewardship Council paid by CalRecycle's Zone Incentive Funds.

Motion was made to approve the recommended action.

Roll Call Vote.

Moved: McArthur Wright (29 Palms)  
Seconded: Larry Cusack (Apple Valley)

Motion Passed: 7-0, with Board Members Ellen Campbell (Needles) and Daniel Ramos (Adelanto) absent.

#### **6. PERMA ALTERNATE BOARD MEMBER.**

Recommendation: Appoint Adam Cripps as PERMA Alternate Board Member.

Motion was made to approve the recommended action.

Roll Call Vote.

Moved: Larry Cusack (Apple Valley)  
Seconded: CJ Porter (1<sup>st</sup> District)

Motion Passed: 7-0, with Board Members Ellen Campbell (Needles) and Daniel Ramos (Adelanto) absent.

#### **7. REGIONAL ORGANIC MATERIALS CHARACTERIZATION.**

Recommendation: Delay implementation of the regional waste characterization to address seasonality and formula issues.

Discussed ensued.

No action was required on this item, informational only.

#### **8. VICTOR VALLEY MATERIALS RECOVERY FACILITY.**

Recommendation: Update on Victor Valley MRF upgrades.

No action was required on this item, informational only.

**9. SB 54 UPDATE.**

Recommendation: Update on SB 54 regulations.

Discussed ensued.

No action was required on this item, informational only.

**10. LEGISLATION: EDIBLE FOOD.**

Recommendation: Support AB 337 and SB 353.

No action was required on this item, informational only.

**11. LEGISLATION: HOUSEHOLD HAZARDOUS WASTE.**

Recommendation: Support SB 501 and SB 762.

No action was required on this item, informational only.

**12. COMMENTS BY MEMBERS OF THE BOARD.**

Board member Jeff Drozd from Yucca Valley congratulated Adam Cripps of Apple Valley.

**Adjournment:**

The Chair set the date of the next meeting for August 14, 2025. The meeting was adjourned at 11:31 a.m.

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Larry Cusack  
Chair

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Ivy Esquivel  
Secretary

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

**AGENDA MATTER**

Commercial Warrants Schedule.

**SUMMARY STATEMENT**

Commercial warrants were issued from May 1, 2025 through July 31, 2025 in the amount of \$656,721.21 net of voids covering issued warrant numbers 2804 through 2849.

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**

**ADAM CRIPPS**

**MEETING DATE**

**AUGUST 14, 2025**

**ITEM NUMBER**

**2B**

MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE JPA				
Warrant Listing: May 1, 2025 - July 31, 2025				
2804	5/2/2025	John Davis	JPA & MRF Admin Services April 2025 - exp reimbursement	12,819.57
2805	5/2/2025	Burrtec	March 2025 MRF Activity	105,759.56
2806	5/7/2025	Erin Duckhorn	Marketing Services April 2025, Inv 5050125	3,004.00
2807	5/8/2025	ReCREATE Waste Collaborative LLC	April Door to Door Outreach and Follow-up Lid Flips, Inv #1353	27,806.00
2808	5/8/2025	High Desert Second Chance	Edible Food Recovery Program April Inv #0065	2,500.00
2809	5/21/2025	Jeff Drozd	2nd Qtr Board meeting	175.10
2810	5/21/2025	Larry Cusack	2nd Qtr Board meeting	87.60
2811	5/21/2025	McArthur Wright	2nd Qtr Board meeting	201.00
2812	5/21/2025	Debra Jones	2nd Qtr Board meeting	75.00
2813	5/21/2025	Kendi Segovia	2nd Qtr Board meeting	75.00
2814	5/21/2025	Carmen Hernandez	2nd Qtr Board meeting	75.00
2815	5/21/2025	Erin Duckhorn	CalRecycle Grant website & case studies Invoice #5050724	11,000.00
2816	5/21/2025	CRRA	Conference Registration INV MOJAVEREG25	6,000.00
2817	6/4/2025	Burrtec	April 2025 MRF Activity	137,356.13
2818	6/9/2025	Erin Duckhorn	Marketing Services May 2025, Inv 5060225	3,004.00
2819	6/9/2025	John Davis	JPA & MRF Admin Services May 2025 - exp reimbursement	12,746.98
2820	6/11/2025	Mobius Intelligent Systems, LLC	January 2025 Services Inv 3817	1,172.75
2821	6/11/2025	Mobius Intelligent Systems, LLC	February 2025 Services Inv 3826	1,154.00
2822	6/11/2025	Mobius Intelligent Systems, LLC	March 2025 Services Inv 3836	1,210.25
2823	6/11/2025	Mobius Intelligent Systems, LLC	April 2025 Services Inv 3846	1,154.00
2824	6/11/2025	Mobius Intelligent Systems, LLC	May 2025 Services Inv 3860	1,154.00
2825	6/11/2025	CRRA	Membership Renewal Inv. 16520	1,800.00
2826	6/12/2025	High Desert Second Chance	Edible Food Recovery Program May Inv #0066	2,500.00
2827		VOID	VOID	-
2828	7/1/2025	John Davis	JPA & MRF Admin Services June 2025 - exp reimbursement	12,746.98
2829	7/1/2025	PERMA	Liability Ins INV #419	40,316.00
2830	7/1/2025	CPSC (California Product Stewardship Council)	FY26 Associate Fees INV FY26-037-AF	4,500.00
2831	7/1/2025	CAWF	Renewal INV #794	5,000.00
2832		VOID	VOID	-
2833	7/1/2025	Stewardship Action Foundation	Annual Bronze Membership INV: SAF FY26-04-AD	1,000.00
2834	7/2/2025	CRRA	Annual Sponsorship inv #SP25-55	6,000.00
2835		VOID	VOID	-
2836	7/8/2025	City of Victorville	Q2 2025 Rent Disbursement	14,364.17
2837	7/8/2025	Town of Apple Valley	Q2 2025 Rent Disbursement	14,364.17
2838	7/8/2025	City of Victorville	Q3 2025 Rent Disbursement	29,160.24
2839	7/8/2025	Town of Apple Valley	Q3 2025 Rent Disbursement	29,160.24
2840	7/8/2025	City of Victorville	Q4 2025 Rent Disbursement	29,160.24
2841	7/8/2025	Town of Apple Valley	Q4 2025 Rent Disbursement	29,160.24
2842	7/8/2025	Erin Duckhorn	Marketing Services June 2025, Inv 5070725	3,004.00
2843	7/8/2025	Town of Apple Valley	CRRA Registration reimbursement - Guy Eisenbrey	880.00
2844	7/16/2025	High Desert Second Chance	Edible Food Recovery Program June Inv #0067	2,500.00
2845	7/16/2025	Container Recycling Institute	2025 Annual Supporter-Inv # 1531	1,000.00
2846	7/23/2025	ReCREATE Waste Collaborative LLC	April-June Consulting Services Inv #1378	13,564.00
2847	7/23/2025	City of Victorville	OCTOBER 2024 MRF ACTIVITY - Inv #1883, FEBRUARY 2025 MRF ACTIVITY - Inv #1900, MAY 2025 MRF ACTIVITY - Inv #1924	28,822.76
2848	7/23/2025	Town of Apple Valley	OCTOBER 2024 MRF ACTIVITY - Inv #1884, FEBRUARY 2025 MRF ACTIVITY - Inv #1901, MAY 2025 MRF ACTIVITY - Inv #1925	54,204.89
2849	7/23/2025	City of Victorville	Refund check #798812 for Invoice #1883 - VV paid us in error	4,983.34
			Total	656,721.21

**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 June 30, 2025. Staff remain available for any questions or comments.

**RECOMMENDED ACTION**

Receive, ratify, and file the June 30, 2025 Treasurer's Report as presented.

**PRESENTED BY**

**ADAM CRIPPS**

**MEETING DATE**

**AUGUST 14, 2025**

**ITEM NUMBER**

**2C**

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

Treasurer's Report  
As of June 30, 2025


Institution/Investment Type	Carrying Amount	Market Value	Interest Rate Yield	Maturity Date	Quarterly Comparisons of Carrying Amounts			
					Mar-25	Dec-24	Sep-24	Jun-24
Funds under control of the Authority:								
Checking Account:								
JPA Administration	174,528.39	174,528.39	(1) 0.30%	On Demand	213,477.53	199,101.96	172,718.42	235,248.67
JPA Organics	0.00	0.00	(1) 0.30%	On Demand	0.00	0.00	0.00	0.00
MRF Administration	468,943.36	468,943.36	(1) 0.30%	On Demand	349,925.00	215,480.68	91,854.25	55,994.57
MRF Operations	77,977.11	77,977.11	(1) 0.30%	On Demand	(68,455.09)	(70,083.12)	(49,118.26)	(111,968.15)
Total funds under control of Authority	721,448.86	721,448.86			494,947.44	344,499.52	215,454.41	179,275.09

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: Heather Conley

  
Adam Cripps, 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 last selected officers at its August 2024 meeting.

Larry Cusack was elected as Chair, and Debra Jones as Vice-Chair in 2024.

**RECOMMENDED ACTION**

Board selects Chair and Vice-Chair.

**PRESENTED BY**

**JOHN DAVIS**

**MEETING DATE**

**AUGUST 14, 2025**

**ITEM NUMBER**

**3**

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

**AGENDA MATTER**

Updated Professional Service Agreements.

**SUMMARY STATEMENT**

The Authority Board authorized changes to three core professional service agreements at its May 15, 2025 meeting. The agreements are for Authority administration (John Davis), social media system management (Mobius Intelligent Systems), and marketing and social media content (Erin Duckhorn).

The changes include standardizing compensation adjustments by uniformly applying cost of living terms, using the Annual Consumer Price Index for Riverside-San Bernardino-Ontario.

The Agreement term is one-year renewing annually. Either the Authority or the contractor may provide notice of non-renewal by December 31, terminating the agreement on the subsequent June 30<sup>th</sup>. Alternatively, both can agree to a shorter termination.

The Administrator renewal clause would become effective in 2027 after expiration of the current term; the marketing renewal would be effective in 2026.

**RECOMMENDED ACTION**

Approve modified agreements with John C. Davis, Erin Duckhorn, and Mobius Intelligent Systems.

<b>PRESENTED BY</b>	<b>FISCAL IMPACT</b>	<b>MEETING DATE</b>	<b>ITEM NUMBER</b>
<b>JOHN DAVIS</b>	ONGOING BUDGETED AGREEMENTS.	<b>AUGUST 14, 2025</b>	<b>4</b>



**FIFTH AMENDED AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE MOJAVE DESERT AND MOUNTAIN  
RECYCLING AUTHORITY  
AND JOHN C. DAVIS EFFECTIVE AUGUST 15, 2025**

THIS AGREEMENT made and entered into This 14<sup>th</sup> day of August, 2025 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 August 15, 2025 (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 13<sup>th</sup> day of June, 2002, and Amended this 13<sup>th</sup> day of May, 2010, and Amended this 12<sup>th</sup> day of May 2011, and Amended this 19<sup>th</sup> day of August, 2016, and Amended this 12<sup>th</sup> day of August 2021; 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 previously contracted with Administrator for services from July 1, 2022 through June 30, 2027. Beginning July 1, 2027, the term of the Agreement shall be one-year and shall renew annually. 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; or unless both parties agree to a shorter termination.
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 \$10,400 per month.
  - 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 \$2,578 monthly.
  - 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 Annual Index.
  - d. Invoices for payment will be submitted monthly to the JPA accompanied by a description of work carried out during the previous month.
  - e. 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.
  - f. 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.

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John C. Davis, Administrator  
Mojave Desert and Mountain Recycling Authority

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Larry Cusack, Chair  
Mojave Desert and Mountain Recycling Authority

**MOJAVE DESERT AND MOUNTAIN RECYCLING AUTHORITY**  
**CONTRACT NUMBER: JPA 25-01**  
**FOR**  
**MARKETING SUPPORT SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 15<sup>th</sup> day of August, 2025 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 **Erin Duckhorn Marketing** (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: 965 Pleasant Hill Rd  
Sebastopol, CA 95472  
Telephone: (707) 888-4556  
Email: duckhornmarketing@gmail.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. Work performed by Consultant not to exceed a maximum total of 30 hours per month.
- 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:** JPA previously contracted with Consultant for services from September 1, 2021 through June 30, 2026. Beginning July 1, 2026, the term of the Agreement shall be one-year and shall renew annually. 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; or unless both parties agree to a shorter termination.
- 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 \$37,135 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  
965 Pleasant Hill Rd  
Sebastopol, CA 95472



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: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

PARTY OF THE SECOND PART

Consultant:

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 RECYCLING AUTHORITY**  
**CONTRACT NUMBER: JPA25-02**  
**FOR**  
**SOCIAL MEDIA MANAGEMENT AND DIGITAL OUTREACH SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 15<sup>th</sup> day of August, 2025 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 **Mobius Intelligent Systems, 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 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: Bob Hollis  
Address: 3941 Park Dr  
Suite 20-689  
El Dorado Hills, CA 95762  
Telephone: 916 769-2501  
Email: admin@mis.systems

- III. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include and be in accordance with the following tasks.

- Social Media Outreach System
- Website Maintenance and Development including hosting, daily software updates, and daily security scans
- Weekly RMDZ and Authority newsletters
- META Facebook ads
- Virtually attend Authority Technical and Board Meetings as needed
- Provide monthly report on outreach activities

- IV. **TERM:** The Agreement shall be one-year and shall renew annually. 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; or unless both parties agree to a shorter termination.

- 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.

- C. Compensation: In compensation for the work represented by this Contract, the JPA shall pay Consultant NOT-TO-EXCEED a maximum total of \$13,336 annually for Social Media Outreach System work. JPA shall pay Consultant \$150 per hour for Website Maintenance and Development work. Consultant is responsible for all expenses related to the work, unless reimbursable expenses are approved in advance by the JPA Administrator.
- D. Cost of Living: The annual 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. If requested by Consultant, the hourly rate shall be adjusted to reflect changes to Consultant's usual and customary rates charged under other similar agreements, as verified and accepted by the JPA/

VI. **MINIMUM SCOPE AND LIMIT OF INSURANCE**. Coverage shall be that selected below:

- F. 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.
- G. 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.
- H. 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)
- I. X 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.
- J. 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:

- J. 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).
- K. 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.
- L. Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the JPA.

- M. 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.
- N. 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.
- O. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
- iii. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - iv. 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.
- P. 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.
- Q. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- R. 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**

- J. 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.
- K. 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.
- L. 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.
- M. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- N. 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.

- O. 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.
- P. 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.
- Q. 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.
- R. 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: Bob Hollis  
3941 Park Dr  
Suite 20-689  
El Dorado Hills, CA 95762
- 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:
- d. perform the service within the time specified in this contract or any extension; or
  - e. make progress, so as to endanger performance of this contract; or
  - f. 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: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

PARTY OF THE SECOND PART

Consultant:

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**

Solar Panel Reuse, Repair, and Recycling.

**SUMMARY STATEMENT**

CalRecycle pre-approved the \$36,000 proposal from California Product Stewardship Council (CPSC) for a solar panel reuse, repair, and recycling project. The funding is part of a \$42,545 Zone Incentive Fund grant to the High Desert Recycling Market Development Zone (RMDZ).

The project modifies CPSC's previous work on solar panel collection projects by triaging panels removed by installers and commercial facilities. This pilot project would identify panels for repair and reuse, making needed repairs, and distributing those panels to local businesses and residents. Panels that cannot be reused would go to an authorized recycler for dismantling, with non-hazardous glass sent to Shark Solutions in Victorville to test its recycling processes. CPSC includes community outreach involving local businesses, residents, and community colleges to initiate collection and distribution opportunities.

The remaining CalRecycle grant funds will be used to promote and share the High Desert RMDZ's website that includes local permitting and financing information:  
<https://highdesert.rmdzcentral.org/>

**RECOMMENDED ACTION**

Approve an agreement for a solar panel reuse, repair and recycling project with California Product Stewardship Council paid by CalRecycle's Zone Incentive Funds

<b>PRESENTED BY</b>	<b>FISCAL IMPACT</b>	<b>MEETING DATE</b>	<b>ITEM NUMBER</b>
<b>JOHN DAVIS</b>	<b>\$36,000 GRANT FUNDED.</b>	<b>AUGUST 14, 2025</b>	<b>5</b>

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE MANAGEMENT  
AUTHORITY**

**CONTRACT NUMBER: JPA25-04  
FOR  
SOLAR PANEL REUSE, REPAIR AND RECYCLING SUPPORT SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 14<sup>th</sup> day of August, 2025, 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 **CALIFORNIA PRODUCT STEWARDSHIP COUNCIL** (hereinafter referred to as "CPSC"), for grant support 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. **CPSC ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

CPSC: Doug Kobold  
Executive Director  
Address: 1822 21<sup>st</sup> Street, Ste. 100  
Sacramento, CA 95811  
Telephone: (916) 706-3420  
Email: [doug@calpsc.org](mailto:doug@calpsc.org)

- III. **SCOPE OF WORK AND SERVICES:** CPSC will work with the JPA, the High Desert Recycling Market Development Zone (RMDZ), local zone businesses, such as local glass recycler [Shark Solutions](#), and established educators such as the local community college, to host an in-person education event to educate installers on the reuse, repair, and recycling opportunities, and also to build partnerships between DTSC approved solar panel recyclers with regional recyclers of the product components i.e. glass. This work will allow the RMDZ to build regional partnerships, expand diversion capacity, and support education.

CPSC will carry out the tasks described in Attachment B to meet Objective 1: Regional partnerships and Objective 2: Diversion and feedstock testing.

IV. **TERM:** The term of this Contract shall extend from August 15, 2025, and terminate on May 15, 2026.

V. **COMPENSATION AND EXPENSES:** The JPA shall pay CPSC'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 CPSC NOT-TO-EXCEED a maximum total of \$36,000 payable upon completion of the tasks described in Appendix A.

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

K.     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. The general aggregate limit shall be \$3,000,000.

L.     X    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.

M.     X    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)

N.     X    Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

O. 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. CPSC hereby grants to JPA a waiver of any right to subrogation which any insurer of said CPSC may acquire against the JPA by virtue of the payment of any loss under such insurance. CPSC 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 CPSC 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 CPSC must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- Verification of Coverage. CPSC 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 CPSC'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. CPSC 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 CPSC shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- Status of CPSC: The CPSC is retained as an independent contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the JPA.
- Observing Laws and Ordinances: The CPSC 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 CPSC 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 CPSC 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 CPSC shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The CPSC shall, as a penalty to the JPA, forfeit \$25.00 for each worker employed in the execution of the Contract by the CPSC 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 CPSC 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: CPSC shall pay all sums of money that become due from any labor, services, materials or equipment furnished to CPSC 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. CPSC 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, CPSC 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 CPSC 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 CPSC, CPSC 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 CPSC 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 CPSC and/or the CPSC's subcontractor(s) pertaining to this Contract. The CPSC 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

CPSC: CPSC  
Attn. Doug Kobold  
1822 21<sup>st</sup> Street, Ste. 100  
Sacramento, CA 95811

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 CPSC, and their respective successors and assigns. Notwithstanding the foregoing, no



assignment of the duties or benefits of the CPSC 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 CPSC 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 CPSC. 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 CPSC. In the event of such termination, the JPA shall pay CPSC for all authorized and CPSC-invoiced services up to the date of such termination.
- XV. **TERMINATION FOR DEFAULT**: JPA, may, by written notice of default to the CPSC, terminate this contract in whole or in part if the CPSC 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 CPSC 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 contractor, 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  
SCOPE OF SERVICES

**Objective 1: Regional partnerships**

**1. Activities:** Map solar panel waste generators, collectors, and processors in the zone.

**Evaluation:** Number of businesses on the RMDZ database and number of businesses serving as a reuse/recycling business by adding to CPSC's [Solar Panel Reuse Map](#)

**2. Activities:** Forge partnerships with solar panel repair and recycling businesses

**Evaluation:** Number of businesses added to the public map, number of instructors and/or vendors attending the in-person event

**3. Activities:** Develop a solar panel education campaign

**Evaluation:** Number of publicly facing outreach material documents, such as fliers, social media graphics, video(s), and website updates.

**4. Activities:** Solar panel collection application

**Evaluation:** A CalRecycle-approved survey form and number of responses

**5. Activities:** Deploy solar panel education

**Evaluation:** Number of posts, emails, and other outreach metrics

**6. Activities:** Media Buys

**Evaluation:** Number of posts, emails, and other outreach metrics

**7. Activities:** Travel Expenses

**Evaluation:** Staffing to host an in-person event

**8. Activities:** Other in-person event expenses

**Evaluation:** Number of event attendees and qualitative feedback

**Objective 2: Diversion and feedstock testing**

**1. Activities:** Promote collection and reuse

**Evaluation:** Number of panels collected, number of collected panels getting reused, repaired, and recycled

**2. Activities:** Media buys

**Evaluation:** Number of posts, emails, and other outreach metrics

**3. Activities:** Reuse and recycling costs

**Evaluation:** Number of collected panels getting reused, repaired, and recycled

**4. Activities:** Collection costs

**Evaluation:** Number of collected panels getting reused, repaired, and recycled

**5. Activities:** Final report

Evaluation: The report(s) shall contain a description of the project and project deliverables. Materials needed, if any. The type and number of items diverted from the landfill. The project findings. Problems encountered, and actions taken to rectify them. Future recommendations. Supporting documentation (e.g., photos, diagrams, and data).

**Project Budget:** Total: \$36,000

<b>Objective 1: Regional partnerships</b>		
<b>Number</b>	<b>Activity</b>	<b>Budget</b>
1	Map solar panel waste generators, collectors, and processors in the zone. Collect solar panel building permits within the zone	\$4,304.08
2	Forge partnerships with regional solar panel repair and recycle businesses - establish contractors for educational and collection events	\$2,715.00
3	Developing a solar panel campaign, including developing training documents for collecting, identifying, testing, and processing solar panels deemed non-hazardous	\$2,000.00
4	Solar panel collection application and additional relevant survey questions	\$905.00
5	Deploy customized solar panel education, including outreach to local businesses, advertisements in local news outlets, and targeted social media	\$1,595.00
6	Media buys, including social media boosts, media content, education material, and event information	\$3,000.00
7	Travel costs to attend educational event for two CPSC associates	\$5,480.92
8	Other in-person solar panel education event expenses - includes rental space, educator fees	\$6,000.00
	<b>Total</b>	<b>\$26,000.00</b>

<b>Objective 2: Diversion and feedstock testing</b>		
<b>Number</b>	<b>Activity</b>	<b>Budget</b>
9	Promote solar panel collection and reuse - calls to businesses	\$665.00
10	Media buys, including social media boosts, educational content, and event information	\$800.00
11	Costs to subsidize reuse and repair businesses to service panels for resale, including transportation (\$10 per panel for 120 panels)	\$1,200.00
12	Costs for collection, sorting, testing, storage, and preparing panels for transport - \$992 collection rate for six events	\$5,952.00
13	Final report will include a description of the project and project deliverables and findings, type and number of items diverted from the landfill, problems encountered, and actions taken to rectify them, future recommendations, and supporting documents.	\$1,383.00
	<b>Total</b>	<b>\$10,000.00</b>

**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. However, the Board increased the first-year authorization to \$80,000 at its November 2024 meeting, since anticipated work on the regional waste characterization was delayed.

At its February 2025 meeting the Board authorized work on the regional waste characterization for Adelanto, Apple Valley, Barstow, Twentynine Palms, Victorville and Yucca Valley. The cost to complete that work is \$60,000, including \$40,000 carried over from the 2024 budget and \$20,000 included in the current 2025 budget.

The three agencies that are not a part of the study (Big Bear Lake, Needles and San Bernardino County) are allocated \$15,596 total for ReCreate's future work, distributed according to their budget contribution. The County may wish to carry out a characterization for its territory and its allocation is available for that use. The Authority budget includes \$125,000 for marketing expenses, including ReCreate's ongoing tasks (\$40,000) and waste characterization (\$60,000). The \$15,596 supplemental appropriation also is included. This amounts to \$115,596 to be included in a revised agreement.

Recreate has added to their list of available services, which also is included.

- AB 341, 1826, 827 and SB 1383 implementation
- Waste Characterization Studies
- Edible food recovery needs assessments
- Inspect Commercial Edible Food Generators and Food Recovery Organizations
- Organic waste education and outreach to commercial and residential customers
- Container contamination minimization monitoring
- Organics recycling waiver eligibility assessments and service adjustments
- Assistance with CalRecycle grant writing, enforcement approach development
- Pilot program development and execution
- Development of educational material (print, online, social media)

**RECOMMENDED ACTION**

Approve the revised Agreement with ReCreate Waste Collaborative with updated compensation and scope of work.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
JOHN DAVIS	\$115,596 BUDGETED.	AUGUST 14, 2025	6



**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE MANAGEMENT  
AUTHORITY**

**AMENDED CONTRACT NUMBER: JPA 25-05  
FOR  
RECYCLING SUPPORT SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 15th day of August, 2025, 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](mailto:kirk@recreatecollab.com)

- III. **SCOPE OF WORK AND SERVICES:** Consultant 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:

- AB 341, 1826, 827 and SB 1383 implementation
- Waste Characterization Studies
- Edible food recovery needs assessments
- Inspect Commercial Edible Food Generators and Food Recovery Organizations
- Organic waste education and outreach to commercial and residential customers
- Container contamination minimization monitoring

- Organics recycling waiver eligibility assessments and service adjustments
- Assistance with CalRecycle grant writing, enforcement approach development
- Pilot program development and execution
- Development of educational material (print, online, social media)

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 CC24-01 under that contract's same terms and conditions.

IV. **TERM:** The term of this Contract shall extend from August 15, 2025, and terminate on June 30, 2026.

V. **COMPENSATION AND EXPENSES:**

Compensation is allocated to the following tasks as described in the Authority Board action on August 14, 2025:

Regional Waste Characterization: \$60,000

Member Agencies Projects: \$40,000

Supplemental Agencies Appropriation: \$15,596

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 \$115,596 payable upon completion of the tasks. 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:

- d. Perform the service within the time specified in this contract or any extension; or
- e. Make progress, so as to endanger performance of this contract; or
- f. 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:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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

**AGENDA MATTER**

SB 54 Update.

**SUMMARY STATEMENT**

CalRecycle renewed developing regulations for SB 54 (The Plastic Pollution Prevention and Packaging Producer Responsibility Act) by issuing an updated Standardized Regulatory Impact Assessment (SRIA) showing \$32 billion in net benefits and plastic waste reduction of 1.9 billion pounds.. The updated assessment estimates \$53.3 billion in avoided costs for California consumers and businesses, compared with \$21 billion in costs. Estimated implementation costs fell by almost 50 percent thanks to updated data regarding the amount of single-use packaging and plastic food service ware in California.

The SRIA includes discussion of local government costs reimbursement by the Producer Responsibility Organization (PRO) to meet SB 54's requirements including collection, processing and transport, outreach, and reporting. Local government cost payment is included in SB 54's regulatory, PRO plan and budget sections. However, the language in each section is slightly different, and the draft regulations provide no additional clarity.

The PRO invoked the concept of paying "net new costs" incurred by local government in a presentation to the SB 54 Advisory Board. They pointed to a section of the statute that does not include that phrase but instead refers to unqualified "costs". "Net new costs" is not included anywhere in SB 54, nor in any of the prior draft regulations. The debate over "net new" or "costs" is likely to intensify as the PRO negotiates agreements with California local agencies, haulers and processors before full 2027 implementation.

PETE clamshells and Polypropylene tubs are two of the packaging materials identified as priorities for increased recovery by the PRO. The Victor Valley MRF already separates them, while other California MRFs don't. Under a "net new cost" scheme, Victor Valley would not be reimbursed while the other MRFs would.

Oregon's packaging producer responsibility program became effective July 1, 2025. Their cost payments are based primarily on processing, transport and collection systems. They also have responsible end market obligations that mirror language in the draft California regulations. Colorado is nearing implementation using a "net cost" model. The PRO is the same in all three states and are hoping to standardize practices when possible.

**RECOMMENDED ACTION**

Update on SB 54.

**PRESENTED BY**

**JOHN DAVIS**

**FISCAL IMPACT**

UNKNOWN FUTURE  
COST PAYMENTS.

**MEETING DATE**

**AUGUST 14, 2025**

**ITEM NUMBER**

**7**

MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE JOINT POWERS AUTHORITY			
<b>AGENDA MATTER</b>			
Legislative Update			
<b>SUMMARY STATEMENT</b>			
Two Authority supported bills continue to move through the Legislature after clearing their initial chamber without opposition.			
AB 864 would modify existing solar panel recycling regulations by requiring that new regulations be adopted by the Department of Toxic Substances Control to facilitate panel recycling. This would ease requirements precluding in-state transport and recycling of panel glass and increase market opportunities for local recyclers. The bill also clarifies that panels are surplus and not disposed if they are repaired and reused.			
SB 353 would extend the tax credit for agricultural donations to food banks until July 1, 2032.			
Two other bills failed to advance after the May Authority Board meeting.			
AB 337 would have expanded the types of activities eligible for CalRecycle's edible food recovery grant program to include transportation and technology subscriptions and management software; and modified grant requirements to focus on expanded capacity. It was held in committee as a two-year bill.			
SB 501 would have created a producer responsibility program for household hazardous waste. It also was held in committee as a two-year bill.			
<b>RECOMMENDED ACTION</b>			
Update on Authority supported legislation.			
<b>PRESENTED BY</b>	<b>FISCAL IMPACT</b>	<b>MEETING DATE</b>	<b>ITEM NUMBER</b>
<b>JOHN DAVIS</b>	NO DIRECT AUTHORITY IMPACT.	<b>AUGUST 14, 2025</b>	8

**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**

**FISCAL IMPACT**

**MEETING DATE**

**ITEM NUMBER**

**IVY ESQUIVEL**

**NONE.**

**AUGUST 14, 2025**

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