

Mojave Desert and Mountain Recycling Joint Powers Authority

REGULAR MEETING
THURSDAY, MAY 28, 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 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 no later than 24 hours prior to the meeting.

TELECONFERENCE NOTICE:

Members of the Board may participate from the teleconference locations identified on this agenda in accordance with the Ralph M. Brown Act. Each teleconference location is open and accessible to the public, and members of the public shall have the opportunity to address the Board from any listed teleconference location.

Members of the public may attend and participate in the meeting remotely using the Zoom information below. Remote public access is provided as an additional means of participation and does not replace the public’s right to attend at the in-person meeting location or any listed teleconference location.

To participate via teleconference, please sign in with the link below:

Join Zoom Meeting:

[https://victorvilleca-
gov.zoom.us/j/84386873117?pwd=douJM5Q0k59XThrrHyTasZ2JdHpwVC.1](https://victorvilleca.gov.zoom.us/j/84386873117?pwd=douJM5Q0k59XThrrHyTasZ2JdHpwVC.1)

***Directions for hyperlink: Right click on the link above, select ‘Open Hyperlink’ and it will take you directly to the meeting. If Passcode or Meeting ID are required, see below.

Meeting ID: 843 8687 3117

Passcode: JPA

Members of the public are invited to address the MD&MRJPA Board during the Public Comment period, which is held near the beginning of the meeting to provide an early opportunity for public participation on agendized and/or non-agendized matters within the Board’s jurisdiction.

CALL TO ORDER AND ROLL CALL

PLEDGE

PUBLIC COMMENTS

1. PUBLIC COMMENTS ON ITEMS OF INTEREST TO THE PUBLIC. Pg 5

CONSENT CALENDAR

2. REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS. *Pg 6*

A. Minutes of the Board Meeting held November 13, 2025.

RECOMMENDATION: Approve Consent Calendar.

PUBLIC HEARING ITEMS

NONE.

DISCUSSION/ACTION ITEMS

3. JPA BOARD VICE-CHAIR. *Pg 10*

RECOMMENDATION: Board selects Vice-Chair.

4. FISCAL YEAR 2026/2027 BUDGET. *Pg 11*

RECOMMENDATION: Approve FY 2026/2027 JPA Budget.

5. AMERICANS WITH DISABILITIES ACT (ADA). *Pg 14*

RECOMMENDATION: Adopt the Notice of Nondiscrimination on the Basis of Disability.

6. RECREATE WASTE COLLABORATIVE. *Pg 16*

RECOMMENDATION: Approve Contract CC26-01 with ReCREATE Waste Collaborative for Recycling Support Services.

7. REGIONAL ORGANICS CHARACTERIZATION RESULTS. *Pg 25*

RECOMMENDATION: Receive findings of regional organics characterization study.

8. SENATE BILL 54 REGULATIONS. *Pg 26*

RECOMMENDATION: Update and discussion on SB 54 regulations

9. **SENATE BILL 54 PLAN.** *Pg 32*

RECOMMENDATION: Information and discussion of the SB 54 plan process.

10. **STATUS OF BOARD SUPPORTED LEGISLATION.** *Pg 35*

RECOMMENDATION: Update on previously supported legislation.

11. **LEGISLATION: MARKET DEVELOPMENT.** *Pg 36*

RECOMMENDATION: Support Assembly Bill 1149 and Assembly Bill 2253.

12. **LEGISLATION: NITROUS OXIDE.** *Pg 37*

RECOMMENDATION: Support Senate Bill 936, Assembly Bill 2076, and Senate Bill 758.

BOARD MEMBER COMMENTS

13. **COMMENTS BY MEMBERS OF THE BOARD.** *Pg 38*

DATE OF NEXT MEETING

THURSDAY, AUGUST 13, 2026

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		MEETING DATE	ITEM NUMBER
IVY ESQUIVEL		MAY 28, 2026	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 November 13, 2025.

RECOMMENDED ACTION

Approve Consent Calendar.

PRESENTED BY		MEETING DATE	ITEM NUMBER
IVY ESQUIVEL		MAY 28, 2026	2

MINUTES

MOJAVE DESERT AND MOUNTAIN RECYCLING JPA BOARD MEETING

10:30 A.M., THURSDAY, NOVEMBER 13, 2025
IN PERSON AT VICTORVILLE'S CITY HALL, TRAINING ROOM 1

JPA Board Members Present: Jeff Drozd (Yucca Valley), Christopher (CJ) Porter (1st District), McArthur Wright (29 Palms), Kendi Segovia (Big Bear), Carmen Hernandez (Barstow), Larry Cusack (Apple Valley), Ellen Campbell (Needles)

Others Present: John Davis (Administrator), Ivania Esquivel (Secretary), Jacob Scoggins (Victorville), Richard Crockett (Burrtec), Suresh Malkani (Apple Valley), Adam Cripps (Apple Valley), Benjamin Lucha (Victorville), Sarah St. Louis (Victorville), Frank Forbes (SB County), Hashem Shokair (Circular Action Alliance), Pamela Quick (Apple Valley), Kirk Kunihiro (ReCREATE Waste Collaborative), Taylor Hosey (SB County), Emily Coven (Circular Action Alliance), Heather Uribe (SB County), Sharon Mitchell (SB County)

Board Chair, Larry Cusack, called the meeting to order at 10:30 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 August 14, 2025.
- B. Warrant ratification for July 1, 2025, through September 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: Ellen Campbell (Needles)
Seconded: McArthur Wright (29 Palms)

Roll Call Vote.

Motion Passed: 7-0, with Board Members Tiffany Gaudin (Victorville) and Angelo Meza (Adelanto) absent.

Public Hearing Items.

None.

3. CIRCULAR ACTION ALLIANCE.

Recommendation: Presentation and discussion of Senate Bill (SB) 54 and Circular Action Alliance. No action necessary.

4. SENATE BILL (SB) 54 REGULATIONS.

Recommendation: Updated SB 54 regulations and comments. No action necessary.

5. SENATE BILL (SB) 54: COVERED MATERIALS.

Recommendation: Information on California covered material disposal and recyclability claims. No action necessary.

6. RECREATE WASTE COLLABORATIVE UPDATE.

Recommendation: Receive and discuss the 2024/25 update from ReCREATE Waste Collaborative. No action necessary.

7. VICTOR VALLEY COMPOST FACILITY.

Recommendation: Presentation and discussion about Victor Valley Compost Facility operation and contamination. No action necessary.

Board Member Ellen Campbell (Needles) left the meeting at 11:42 a.m. A quorum of the Board remained present.

Staff member Christopher (CJ) Porter of Paul Cook (San Bernardino County 1st District) left the meeting at 11:50 a.m. A quorum of the Board remained present.

8. EXTENDED AGREEMENT WITH HIGH DESERT SECOND CHANCE.

Recommendation: Authorize an extended MOU for Edible Food Recovery with High Desert Second Chance through June 2028.

This item was deferred to a future meeting. No action was taken by the Board.

9. PERMA ALTERNATE.

Recommendation: Appoint Surresh Malkani as PERMA Alternate Board Member; Authorize the Authority Administrator to make future appointments as necessary.

Motion was made to approve the recommended action for Agenda Item Number 9.

Moved: McArthur Wright (29 Palms)
Seconded: Carmen Hernandez (Barstow)

Roll Call Vote.

Motion Passed: 5-0, with Board Members Tiffany Gaudin (Victorville), Angelo Meza (Adelanto), Ellen Campbell (Needles), and CJ Porter (SB County 1st District) absent.

10. LEGISLATIVE UPDATE.

Recommendation: Update on Authority supported legislation. No action necessary.

11. COMMENTS BY MEMBERS OF THE BOARD.

None.

Adjournment:

The Chair set the date of the next meeting for February 12, 2026. The meeting was adjourned at 12:10 p.m.

Larry Cusack
Chair

Ivy Esquivel
Secretary

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

AGENDA MATTER

JPA Board Vice-Chair

SUMMARY STATEMENT

JPA Board elections are held the first meeting in each new fiscal year, in accordance with the Authority's Joint Powers Agreement. The Board last selected officers at its August 2025 meeting with Larry Cusack chosen as Chair, and Debra Jones as Vice-Chair. However, Debra Jones was replaced as Victorville's Board member by Tiffany Gaudin leaving the Vice-Chair position vacant until the Board fills that position.

RECOMMENDED ACTION

Board select Vice-Chair.

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	None	MAY 28, 2026	3

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

AGENDA MATTER

FY 2026/2027 Budget

SUMMARY STATEMENT

The FY 2026/2027 Recycling Authority Budget includes expense and revenue adjustments, as shown in the two attached worksheets.

- Two Board-adopted policies guided recent Authority budget preparation. Expense increases are held to 3%; and reserves are set at 20% of budgeted annual expenses using the latest year end fund balance less insurance retention requirements, which are \$7,500 in FY 2026/2027.
- ReCREATE Waste Collaborate has \$15,000 of unfinished work that is sequestered for expenditure in FY 2026/2027.
- \$25,000 is carried over to cover financial administration arrears.
- JPA Administration includes general program costs shared by all members; MRF Administration costs are shared only by Apple Valley and Victorville.

Expenses

The total combined Budget expenses are proposed as \$488,699 increasing by \$15,413 over FY 2025/2026. Apple Valley Finance Department has provided the Authority's financial services since 2010. The most recent Authority budgets included \$25,000 to reimburse their costs; The Town did not transfer those funds for three years beginning 2022. This oversight is addressed in the Authority's 2026 budget by including the first of three annual \$25,000 payments. The new annual expenditure for financial services is \$30,000, increasing JPA Administration by \$13,000 and MRF Administration by \$17,000.

This year's budget includes JPA Administration expenditures of \$419,272 decreasing by \$2,367 after reallocating financial administration costs, realizing reduced insurance premiums and shifting edible food reporting contract services to the marketing account. MRF Administration increased \$7,819 to \$69,427 due to financial services increases and reallocation that better reflects work performed.

Revenues

JPA program costs are shared 1/3 equally among the members; and 2/3 based on population using May 2026 California Department of Finance figures (excluding military facilities). The Authority population decreased by 1,907 with only Twentynine Palms and Needles increasing. FY 2026/2027 member contributions (net of fund balance adjustments) decreased by \$3,759 to \$362,378 for JPA Administration and increased by \$2,512 for MRF Administration. Individual member agency contributions range between a 2% decrease to a 2% increase reflecting population shifts.

RECOMMENDED ACTION

Approve FY 2026/2027 JPA Budget

PRESENTED BY	FISCAL IMPACT:	MEETING DATE	ITEM NUMBER
John Davis	\$488,699 budget	MAY 28, 2026	4

**MOJAVE DESERT & MOUNTAIN RECYCLING AUTHORITY
BUDGET FY 2026-27**

FY 2025-26 through December 2025 Proposed 2026-27

ESTIMATED REVENUES

	2025-26 Budget	Received	% Received	Proposed 2026-27	Change
Admin Fund 8510					
4E+05 Member Contributions	\$ 366,137	\$ 179,100	49%	\$ 362,378	\$ (3,759)
4E+05 Interest Earnings	\$ 500	\$ 465	93%	\$ 500	\$ -
3E+05 Encumbered Fund Balance	\$ 10,000			\$ 10,000	
7E+05 Grants	\$ 2,500	\$ -	0%	\$ 2,500	\$ -
3E+05 Budgeted Fund Balance	\$ 42,501	\$ 37,744	89%	\$ 43,894	\$ 1,392
Admin Total	\$ 421,638	\$ 217,309	52%	\$ 419,272	\$ (2,367)
MRF Admin - Fund 8512					
4E+05 Member Contributions	\$ 28,984	\$ 3,487	12%	\$ 31,319	\$ 2,335
3E+05 Budgeted Fund Balance	\$ 22,664	\$ 16,892	75%	\$ 38,109	\$ 15,444
MRF Admin Total	\$ 51,648	\$ 20,379	39%	\$ 69,427	\$ 17,779
Combined Revenue Total	\$ 473,286	\$ 237,688	50%	\$ 488,699	\$ 15,413

PROPOSED EXPENDITURES

		Exp. & Encumbered December 2025	% Exp. & Encumber	Proposed 2026-27	Change
Admin Fund 8510					
7E+05 Marketing	\$ 125,000	\$ 66,360	53%	\$ 135,000	\$ 10,000
7E+05 Board Expenses	\$ 4,000	\$ 1,674	42%	\$ 4,000	\$ -
7E+05 Training	\$ 7,500	\$ 8,544	114%	\$ 7,500	\$ -
7E+05 Insurance	\$ 32,848	\$ 32,253	98%	\$ 32,253	\$ (595)
7E+05 Meetings and Conferences	\$ 5,000	\$ 2,625	52%	\$ 5,000	\$ -
7E+05 Memberships and Dues	\$ 1,000	\$ 1,000	100%	\$ 1,000	\$ -
7E+05 Sponsorships	\$ 15,500	\$ 16,500	106%	\$ 15,500	\$ -
7E+05 Audit	\$ 5,500	\$ -	0%	\$ 5,500	\$ -
7E+05 Contract Services	\$ 204,290	\$ 80,804	40%	\$ 179,519	\$ (24,771)
7E+05 Legal	\$ 1,000	\$ 60	6%	\$ 1,000	\$ -
7E+05 General & Administrative	\$ 20,000	\$ 1,040	5%	\$ 33,000	\$ 13,000
Admin Total	\$ 421,638	\$ 210,860	50%	\$ 419,272	\$ (2,367)
MRF Admin - Fund 8512					
7E+05 Insurance	\$ 8,212	\$ 8,063	98%	\$ 8,063	\$ (149)
7E+05 Audit	\$ 2,500	\$ -	0%	\$ 2,500	\$ -
7E+05 Contract Services	\$ 30,936	\$ 12,890	42%	\$ 31,864	\$ 928
7E+05 Legal	\$ 5,000	\$ -		\$ 5,000	\$ -
7E+05 General & Administrative	\$ 5,000	\$ -	0%	\$ 22,000	\$ 17,000
MRF Admin Total	\$ 51,648	\$ 20,953	41%	\$ 69,427	\$ 17,779
Combined Expenditure Total	\$ 473,286	\$ 231,813	49%	\$ 488,699	\$ 15,413
Revenue over (Under) Exp.	\$ -	\$ 5,875		\$ -	

**2026-27 JPA
Admin Member
Contributions \$ 362,378**

	Per			Total JPA			Change as % of	
	Jurisdiction	Population	Per Capita	Admin Rev	2025-26 Rev	Change	Total	Quarterly
Adelanto	\$ 13,421	36,652	\$ 22,256	\$ 35,677	\$ 36,244	\$ (567)	-2%	\$ 8,919
Apple Valley	\$ 13,421	75,236	\$ 45,684	\$ 59,106	\$ 59,514	\$ (409)	-1%	\$ 14,776
Barstow	\$ 13,421	24,727	\$ 15,015	\$ 28,436	\$ 28,710	\$ (274)	-1%	\$ 7,109
Big Bear Lake	\$ 13,421	4,920	\$ 2,987	\$ 16,409	\$ 16,585	\$ (176)	-1%	\$ 4,102
Needles	\$ 13,421	4,796	\$ 2,912	\$ 16,334	\$ 16,486	\$ (152)	-1%	\$ 4,083
San Bernardino Cc	\$ 13,421	75,109	\$ 45,607	\$ 59,029	\$ 59,884	\$ (856)	-1%	\$ 14,757
Twentynine Palms	\$ 13,421	14,941	\$ 9,073	\$ 22,494	\$ 22,042	\$ 451	2%	\$ 5,623
Victorville	\$ 13,421	139,680	\$ 84,815	\$ 98,237	\$ 99,661	\$ (1,424)	-1%	\$ 24,559
Yucca Valley	\$ 13,421	21,798	\$ 13,236	\$ 26,657	\$ 27,010	\$ (353)	-1%	\$ 6,664
Sub total	\$ 120,793	397,859	\$ 241,585	\$ 362,378	\$ 366,137	\$(3,759)	-1%	\$90,594

**2026-27 MRF
Member
Contributions \$ 31,319**

	Per				
	Jurisdiction	2025-26 Rev	Change	% Change	Quarterly
Apple Valley	\$ 15,659	\$ 14,403	\$ 1,256	9%	\$ 3,915
Victorville	\$ 15,659	\$ 14,403	\$ 1,256	9%	\$ 3,915
Total	\$ 31,319	\$ 28,807	\$ 2,512	9%	\$ 7,830

2026-27 Totals	Combined		Change		Quarterly Amounts
	JPA Admin,	MRF Admin	from 2025- 26	from 2025- 26	
Adelanto	\$ 35,677	\$ 36,244	\$ (567)	-2%	\$ 8,919
Apple Valley	\$ 74,765	\$ 73,918	\$ 847	1%	\$ 18,691
Barstow	\$ 28,436	\$ 28,710	\$ (274)	-1%	\$ 7,109
Big Bear Lake	\$ 16,409	\$ 16,585	\$ (176)	-1%	\$ 4,102
Needles	\$ 16,334	\$ 16,486	\$ (152)	-1%	\$ 4,083
San Bernardino Cc	\$ 59,029	\$ 59,884	\$ (856)	-1%	\$ 14,757
Twentynine Palms	\$ 22,494	\$ 22,042	\$ 451	2%	\$ 5,623
Victorville	\$ 113,896	\$ 114,064	\$ (168)	0%	\$ 28,474
Yucca Valley	\$ 26,657	\$ 27,010	\$ (353)	-1%	\$ 6,664
Total	\$ 393,697	\$ 394,943	\$ (1,247)	0%	\$ 98,424

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

AGENDA MATTER

Americans with Disabilities Act

SUMMARY STATEMENT

The Authority is a member of the Public Entity Risk Management Agency (PERMA) for liability and cyber insurance. In 2025, PERMA engaged Disability Access Consultants (DAC) to review member ADA Title II compliance status and provide recommended actions. DAC met with the Authority Administrator and subsequently provided a recommended action plan.

Because the Authority has no employees and does not own or operate any facilities, most ADA requirements are not applicable.

However, DAC did recommend developing and posting the Notice Under the Americans with Disabilities Act, ensuring it includes contact information to request an accommodation or submit a grievance.

Other recommendations are:

- Conduct an ADA self-evaluation that includes the review of all public facing policies, programs, services and activities. Conduct public outreach as part of the ADA self-evaluation.
- Ensure a standard statement of accommodation is posted to flyers, announcements and agendas for all events and meetings that the public is invited or permitted to attend.
- Ensure that the time frame required to request reasonable accommodation is the same on all statements - such as "no later than 48 business hours" before the event. The current statement only requests 24 hours, which may not be enough time to provide accommodation.
- Continue to maintain and publicly post a website accessibility statement. Ensure there is a policy for accessible website content that is distributed to people who update the website.

The Administrator is implementing the recommendations with PERMA's assistance.

RECOMMENDED ACTION

Adopt the Notice of Nondiscrimination on the Basis of Disability

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	None	MAY 28, 2026	5

Notice of Nondiscrimination on the Basis of Disability under the ADA Act and Section 504 of the Rehabilitation Act of 1973

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, the Mojave Desert and Mountain Recycling Authority will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

Employment

The A does not discriminate on the basis of disability in its hiring or employment practices and complies with all the regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).

Effective Communication

The Mojave Desert and Mountain Recycling Authority will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Mojave Desert and Mountain Recycling Authority's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures

The Mojave Desert and Mountain Recycling Authority will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all Authority programs, services and activities. For example, individuals with service animals are welcomed in Mojave Desert and Mountain Recycling Authority offices, where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Mojave Desert and Mountain Recycling Authority, should contact the ADA Coordinator as soon as possible but no later than 48 business hours before the scheduled event.

The ADA does not require the Authority to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

The Mojave Desert and Mountain Recycling Authority will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Complaints that a program, service, or activity of Mojave Desert and Mountain Recycling Authority is not accessible to persons with disabilities should be directed to:

John Davis

ADA Coordinator

Mojave Desert and Mountain Recycling Authority
14343 Civic Drive
Victorville, CA 92392

Email: recyclingjpa@gmail.com

PH: (909) 797-7717 California Relay at 7-1-1 (Free Relay Service)

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

AGENDA MATTER

ReCREATE Waste Collaborative

SUMMARY STATEMENT

ReCREATE Waste Collaborative’s most recent two-year agreement runs through June 2025. Initially engaged to provide residential cart contamination inspection and outreach, their scope has expanded allowing member agencies to select from a menu of services according to their priorities. ReCREATE also completed the regional organics characterization project awaiting CalRecycle review.

High Desert Second Chance chose not to renew its \$30,000 annual agreement to provide edible food recovery data for Authority agencies. ReCREATE has experience with tracking and verifying data from generators and food recovery organizations including mobile apps. Feeding America is contracted with Authority business and organizations and is prepared to implement a donation app with Authority training support.

Extending ReCREATE’s agreement for two additional years continues to offer support as needed to comply with California’s Short Lived Climate Pollution Reduction program (SB 1383). Local jurisdictions are undergoing intensive CalRecycle review and may be required to comply by initiating or expanding efforts that can be supported by ReCREATE. Container contamination continues as a key project, aiming to improve recycling and composting performance and reduce processing and disposal costs. This work is likely to become a producer organization focus under SB 54.

The following services are included through June 30, 2028 with an annual \$60,000 budget including \$20,000 previously paid to High Desert Second Chance:

- AB 341, 1826, 827 and SB 54 and 1383 implementation
- Waste Characterization Studies
- Edible food recovery needs assessments and data reporting
- 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 and enforcement responses
- Pilot program development and execution
- Development of educational material (print, online, radio, social media)

RECOMMENDED ACTION

Approve Contract CC26-01 with ReCREATE Waste Collaborative for Recycling Support Services

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	\$60,000 annually for two fiscal years	MAY 28, 2026	6

**MOJAVE DESERT AND MOUNTAIN INTEGRATED WASTE MANAGEMENT
AUTHORITY
AMENDED CONTRACT NUMBER: JPA 26-01
FOR
RECYCLING SUPPORT SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 28th day of May, 2026, by and between the **MOJAVE DESERT AND MOUNTAIN RECYCLING AUTHORITY**, a legal entity, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "JPA"), and **RECREATE WASTE COLLABORATIVE, LLC** (hereinafter referred to as "Consultant"), for consulting services.

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

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

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

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

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

- III. **SCOPE OF WORK AND SERVICES:** 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 54 and 1383 implementation
- Waste Characterization Studies
- Edible food recovery needs assessments and data reporting
- 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, radio, 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 May 28, 2026, and terminate on June 30, 2028.

V. **COMPENSATION AND EXPENSES:**

Annual compensation shall not exceed \$60,000, subject to Authority budgeting that may carry first year compensation over to the second year. Total compensation shall not exceed \$120,000. Second year compensation depends on inclusion in the Authority budget.

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 \$190.00 hourly
- Recycling Specialist II (Project Lead) \$110.00 hourly
- Recycling Specialist I (Field Staff) \$92.00 hourly

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

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO

CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: ISO Form Number CA 00 01 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$300,000 per accident for bodily injury and property damage.
- Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
- If the Consultant maintains higher limits than the minimums shown above, the JPA requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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

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

- Verification of Coverage. Consultant shall furnish the JPA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the JPA before work or services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- Special Risks or Circumstances. JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

VIII. **LEGAL RELATIONS AND RESPONSIBILITIES**

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

than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

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

IX. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY**: The JPA retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this

Contract. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the JPA except as required by law.

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

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

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

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

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

- XV. **TERMINATION FOR DEFAULT:** JPA, may, by written notice of default to the Consultant, terminate this contract in whole or in part if the Consultant fails to:
- a. Perform the service within the time specified in this contract or any extension;
or
 - b. Make progress, so as to endanger performance of this contract; or
 - c. Perform any of the other provisions of this contract.

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

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

- XVI. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of God, etc.

- XVII. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

The Mojave Desert and Mountain
Recycling Authority:

Consultant:

By: _____ By: _____

Title: _____ Title: _____

ATTACHMENT A

INSURANCE

INSURANCE REQUIREMENTS INSTRUCTION FORM

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

Name: Mojave Desert and Mountain Integrated Waste Management Authority

Address: 14343 Civic Drive, Victorville CA 92392

Contact person: John Davis

Phone number: (909) 797-7717

Email: recyclingjpa@gmail.com

Description of Operations/Location(s)/Vehicles:

Dates of required coverage: _____

Special Instructions: _____

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

AGENDA MATTER

Regional Organics Characterization Results

SUMMARY STATEMENT

ReCREATE Waste Collaborative (Recreate) completed a regional waste characterization study to determine alternative organic product procurement under California’s short-lived climate pollution program (SB 1383). The study followed 2024 authorizing legislation (AB 2346) and subsequent CalRecycle guidance. Adelanto, Apple Valley, Barstow, Twentynine Palms, Victorville, and Yucca Valley were included in the characterization. San Bernardino County must include its entire territory including the valley, so they was not included. Big Bear Lake and Needles are exempt from procurement.

The statewide procurement requirement is .08 tons per capita. The characterization showed reductions for each agency, ranging from .03 to .064 tons. Yucca Valley’s result (.064) reflects the lack of roll-off samples, so additional sampling will be carried out before sending the results for CalRecycle review. CalRecycle is reviewing the other five reports.

Each agency’s procurement cost varies under its franchise. However, \$19 per ton of organic product is a reasonable cost estimate. The study results would reduce costs by \$233,411 annually and can be used for five years (\$1,167,055). The study cost \$60,000.

Agency	Population	Updated target	Updated tons	Prior tons	Tons difference	Cost reduction
Adelanto	37,150	0.034	1263	2972	-1709	\$ (32,469)
Apple Valley	75,262	0.038	2860	6021	-3161	\$ (60,059)
Barstow	24,811	0.045	1116	1985	-868	\$ (16,499)
Twentynine Palms	13,891	0.03	417	1111	-695	\$ (13,197)
Victorville	141,013	0.041	5782	11281	-5500	\$(104,491)
Yucca Valley	22,027	0.064	1410	1762	-352	\$ (6,696)
					-12285	\$(233,411)

The study was carried out in October 2025, the high season for landscape debris. Sorting was at Barstow, Landers and Victorville landfills and included commercial, residential, transfer, roll-off and self-haul deliveries. Random 200-pound samples were allocated by population, with 117 total samples of 23 organics material categories. Residential and commercial samples were sorted by hand; roll-off, self-haul and transfer samples were characterized visually. The updated per capita procurement targets are determined by applying the percentage of organic materials to each agency’s annual disposal tonnage.

RECOMMENDED ACTION

Receive findings of regional organics characterization study.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	\$1,167,055 savings	MAY 28, 2026	7

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

AGENDA MATTER

SB 54 Regulations

SUMMARY STATEMENT

On May 1, 2026, the Office of Administrative Law (OAL) approved the permanent SB 54 regulations and filed them with the Secretary of State. The regulations became effective upon filing. Governor Newsom rejected the March 2025 draft regulations under industry pressure, and a new rulemaking process began. The revised regulations were submitted to OAL in December 2025, following public workshops and two comment periods. Those regulations were withdrawn in January, revised and ultimately approved.

The final regulations added new language allowing packaging producers to claim permanent exclusions under unspecified sections of federal statutes for food and agricultural commodities packaging. The March 2025 version did not contain those provisions, only allowing specific exclusions and extensions as identified in SB 54.

The Authority Administrator sent comments (attached) recommending that CalRecycle identify specific exclusionary sections, but the final version was left open-ended.

Litigation is expected to challenge the permanent exclusion language and hazardous waste thresholds for emerging technologies. Oregon was sued in federal court over its definition of a producer. California uses the same definition. A group of producers filed a lawsuit claiming that California's limits on recyclable labeling violates their free speech rights, an issue directly linked to SB 54's covered materials definitions.

A CalMatters article summarizing the issues is attached.

RECOMMENDED ACTION

Update and discussion on SB 54 regulations

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	None identified	MAY 28, 2026	8

California's new plastic recycling rules spark fights from all sides

by Alejandra Reyes-Velarde May 13, 2026

<https://calmatters.org/environment/2026/05/plastic-recycling-california-sb54-waste/>
California just gave plastic producers until 2032 to make all their packaging recyclable or compostable — the most ambitious deadline in the country. Advocates say it doesn't go far enough. Producers say it goes too far. At least one of them is threatening to sue. The sweeping regulations, finalized at the start of the month, put producers in a bind that has no obvious solution. Plastic clamshell containers, for instance, protect berries from being crushed and keep them fresher, longer until they reach a refrigerator. Plastic producers say there's simply no substitute — yet under the new rules, they'll have to find one.

Last week, two environmental groups — the Natural Resources Defense Council and Californians Against Waste — said they plan to take California to court. Their argument: the state's rules actually break the law by allowing recycling methods that create a lot of toxic waste, and by letting some plastics slip through the rules entirely. On the other side, plastic manufacturers say the rules go too far and will make products more expensive for shoppers.

Sen. Ben Allen, a Democrat from coastal Los Angeles County who authored the plastic waste law, said the program still “massively moves the needle on this really major problem” — even if the process was messy. “This was the product of a compromise, and it was not perfect, and everybody walked away from the table, you know, unhappy about various aspects,” Allen said.

“California is the United States, but 30 years in the future,” said Joe Árvai, director of the University of Southern California's Wrigley Institute for Environmental Studies.

“What's happening now is emblematic of trends that we are seeing worldwide ... and the U.S. needs to adapt in the way that those countries are adapting in order to remain globally competitive.”

Less plastic, more recycling

For decades, the burden of reducing, reusing and recycling plastic waste has fallen on consumers. Once a consumer buys a product, they decide what happens to it — whether it ends up in the garbage can or the recycling blue bin — and their tax dollars fund recycling systems we have today.

In 2022, California's landmark [Senate Bill 54](#), the Plastic Pollution Prevention and Packaging Producer Responsibility Act, shifted that responsibility to businesses. The regulations outline what materials are covered by the law and who counts as a “producer” of plastic waste.

The new regulations are a huge milestone, said Anja Brandon, director of U.S. plastics policy for the Ocean Conservancy. “There's plenty more steps on this journey, but I'm just really excited that we are going to start making real progress,” she said.

The law applies to plastic food service ware and almost all single-use packaging — from the plastic wrap around large pallets of products shipped to retailers to a tube of toothpaste and the cardboard box around it.

Our broken recycling system

Most of the plastic packaging Californians throw away isn't recycled — and that's not your fault as a consumer.

For decades, the revolving green arrows symbol has urged consumers to do a better job of reducing, reusing and recycling. But the system itself started out broken, and got worse.

When people toss items into recycling bins, workers at recycling centers sort through them. Contaminated items — like a peanut butter tub with residue still inside — go straight to the landfill. Manufacturers buy clean, valuable materials like water bottles and detergent tubs and turn them into new products.

But a slew of other trash isn't valuable enough to sell. It ends up in landfills, too.

In 2021, the plastic recycling rate was only [6% nationwide](#), according to a report by the advocacy group Beyond Plastics. That's down from 8% in 2018, partly because [China](#) and other countries that used to buy our trash have stopped doing so. In California, most plastic packaging types are recycled at strikingly low rates, according to a 2025 CalRecycle report: Even milk jugs and detergent bottles, among the most commonly recycled plastics, reached only 19%, while most others came in at single digits or below.

To carry out the law, the Department of Resources Recycling and Recovery appointed the Circular Action Alliance, a nonprofit that helps states carry out extended producer responsibility mandates, as the organizing body for producers. The alliance is responsible for coming up with a plan to meet the law's goals.

Producers — defined as companies that make more than \$1 million in sales and produce products packaged in plastic or own brands under which those products are sold — must join the organization and pay fees to fund waste management. They can meet the law's requirements by using less plastic, finding alternative materials, or investing in recycling infrastructure.

“The biggest challenge is the scale and coordination required to modernize a complex recycling system across a state as large and diverse as California,” said Sheila Estaniel, a spokesperson for the Circular Action Alliance, in an email.

California's requirement that businesses reduce single-use plastic altogether makes it one of the strongest plastic waste laws in the country. It also goes further than other similar laws because it requires plastic producers to pay \$5 billion over a decade to address the environmental damage their products have caused to communities — though the state doesn't expect to start distributing those funds until 2027 at the earliest.

Watered down rules

The plastic waste rules have had a rocky road to implementation.

In 2024, CalRecycle developed a first draft of regulations detailing what plastic the law covers and what producers must do. The draft expired before CalRecycle finalized it. In 2025, Gov. Gavin Newsom directed regulators to rewrite the rules — a move that some advocates say food and agriculture lobbyists pushed for.

The result was a second draft that carved out a broad exclusion for plastics used for food and agriculture purposes, covering products under the jurisdiction of the FDA and USDA, such as packaging for fresh produce and supplements. Advocates said the exclusion gutted the law.

“Governor Newsom was clear when he asked CalRecycle to restart these regulations that they should work to minimize costs for small businesses and families — while ensuring California's bold recycling law can achieve the critical goal of cutting plastic

pollution,” said Anthony Martinez, a spokesperson for the governor. “That’s exactly what these draft regulations do.”

CalRecycle submitted that draft to the Office of Administrative Law in August 2025, but withdrew it to make changes that narrowed that exclusion. Regulators ultimately excluded only plastic that federal law requires for food safety — walking back a broader carve-out that advocates said would have gutted the law.

Advocates gear up to sue

Not all plastics follow the same rules — and advocates object to the state’s two-track system.

Some materials with unique technical challenges can apply for exemptions, but must meet specific criteria to qualify.

Others, like plastic that federal law requires for food safety, escape the rules entirely once producers complete an application to CalRecycle — no timeline, no obligations.



Mirna Hernandez shops at Superior Groceries in Victorville on Aug. 16, 2024. Photo by Ted Soqui for CalMatters

“In practice, this allows exclusions to remain in effect ...even for notices that ultimately fail — creating strong incentives to submit weak or legally unsupported claims simply to delay (and effectively filibuster) compliance,” wrote Tony Hackett, a policy associate for Californians Against Waste in a public comment letter to the department.

Advocates raise a second concern: the regulations allow certain waste polluting technologies — ones the law specifically excluded because they generate significant quantities of hazardous waste — to count as recycling, as long as they have a hazardous waste permit.

These technologies include chemical recycling processes that the oil industry has long promoted as a solution to plastic pollution — a claim California’s attorney general says is deliberately misleading. Rob Bonta has [sued ExxonMobil](#) alleging the company misled the public about recycling’s potential to address the plastic crisis.

“These regulations ignore explicit limits on recycling technologies and create permanent escape hatches the law never authorized,” said Nick Lapis, director of advocacy for Californians Against Waste, in a statement.

Rhonalyn Cabello, a CalRecycle spokesperson, said the agency does not comment on pending or potential litigation.

Sen. Allen agreed the regulations fall short.

“We feel that the regulations as presented don’t maintain some of the core agreements that were made in the passage of the bill,” he said. When there’s too many exclusions, he said, companies are “basically forcing everybody else to pay and getting away scot free.”

Set up to fail?

Businesses claim they want to reduce plastic waste but feel trapped by conflicting state regulations and a lack of viable packaging alternatives.

The tension starts with labeling. The state’s accurate recycling labels law, Senate Bill 343, prohibits businesses from using the chasing arrows symbol to indicate recyclability unless certain criteria are met. Advocates say the restriction is necessary to avoid confusion. But businesses say it means consumers are less likely to recycle products that could be recyclable.

“If we lose the right to use (recycling labels on) dairy cartons, our members are going to have to expand their plastic use, because that is the only other packaging type that can take a shelf stable product,” said Katie Davey, executive director of the Dairy Institute of California.

As investments from producers flow to cities and counties under the law, Cabello said, more materials may eventually meet the labeling criteria.

Beyond labeling, businesses say workable alternatives to plastic simply don’t exist yet — and that getting there will be costly. Investments needed to meet the law’s first goal alone — a 25% reduction in single-use plastic by 2032 — could cost up to \$15.4 billion, according to CalRecycle estimates.

Kevin Kelly, the chief executive of Emerald Packaging, sells film plastic packaging to farmers, who use the plastic to bag items like salads and baby carrots. Paper packaging that could replicate plastic’s ability to regulate oxygen and carbon dioxide levels — keeping produce fresh — is still in early development, he said, and mass production is decades away.

“You have to build tens to hundreds of billions of dollars in infrastructure to actually produce something at the level that would be needed to replace plastics,” Kelly said.

Dairy illustrates the same problem. Alternatives to plastic milk packaging include refrigerated gable-top cartons, shelf-stable cartons, and glass. Each comes with tradeoffs. Glass is heavier — meaning fewer units per shipment — and clear glass exposes fresh milk to light that can degrade it. Switching packaging lines entirely would cost producers about \$40 million for a single mid-size line, according to the Dairy Institute — a cost they would pass on to consumers.

“We’re deeply concerned because we know that food costs are going to increase and products are going to come off the market because there literally is not a packaging solution within the required timeframe,” Davey said.

But USC’s Joe Árvai said producer complaints are really about the pace of change, not whether compliant packaging is possible at all.

“Whether they like it or not, these changes are coming,” he said. “In the end, there are going to be players in the industry that are going to be better able to respond, and they will be better indemnified against the shocks than their partners and competitors.”

What happens next

The next major test comes in June, when the Circular Action Alliance must submit its plan to CalRecycle outlining how producers will meet the law’s goals.

Oregon, which passed a similar law and is also facing an industry legal challenge, offers a possible model. There, grant funding is already flowing to expand reuse and refill infrastructure — helping businesses and schools replace single-use plastic products and improve recycling access.

“Despite the fact that there’s a lawsuit in Oregon, money is moving out the door,” said the Ocean Conservancy’s Anja Brandon. She said groups like hers will closely watch the June plan.

“We’ll all be waiting with bated breath” to see how producers are interpreting this and what pathways they’re laying out, she said.

Meanwhile, advocates will be watching closely as CalRecycle begins to make decisions about who qualifies for exclusions and exemptions. The Natural Resources Defense Council is waiting for CalRecycle to post additional documents before filing its lawsuit.

“If we let this thing get derailed and turned into a Swiss cheese of exemptions and non-compliance, it will really harm our global progress on this issue,” Allen said.

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

AGENDA MATTER

SB 54 Plan

SUMMARY STATEMENT

Circular Action Alliance (CAA), the SB 54 Producer Responsibility Organization, will submit its draft plan and budget to CalRecycle by June 15 to be effective January 1, 2027 following public review and CalRecycle approval. The plan must address statewide needs and investments identified in February 2026 assessments published by CalRecycle. The needs assessments cover source reduction and materials design; collection, processing and end markets; and consumer education and access.

CAA has shared information as it prepares its plan, including an April presentation to the San Bernardino County Solid Waste Task Force. They propose paying for new and additional costs incurred by local jurisdictions, service providers and other interest holders. CAA cannot impact franchise agreements or cause rate increases. They must cover costs for all covered materials required to be accepted for collection and processing. These include costs for collection and service expansion, transportation, facilities, education and administration. Local costs are reimbursable back to January 1, 2023. Copies of slides from the April power point are attached.

The payment process includes a basic agreement and verifiable supplemental project cost specific addenda through an online portal. The Authority Administrator and CAA plan to hold an initial meeting with member agencies once the draft agreement is available. Topics are expected to include identification of eligible costs, payment options, required substantiation, and third-party roles. For example, would payments for increased recycling processors go to the processor (MRF) or to local agency? Will the Authority be reimbursed directly for new costs to monitor containers and provide public outreach?

RECOMMENDED ACTION

Information and discussion of the SB 54 plan process

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	Substantial new costs payments beginning 2027	MAY 28, 2026	9

SB 54 local costs to be paid by Circular Action Alliance beginning January 2027.

Sample Costs: Collection & Service Expansion

- New or expanded curbside collection
- Increased collection routes and service frequency
- Multifamily, public-space, and drop-off collection
- Recycling carts and containers for covered materials
- Collection vehicles required for SB 54 service expansion
- Labor



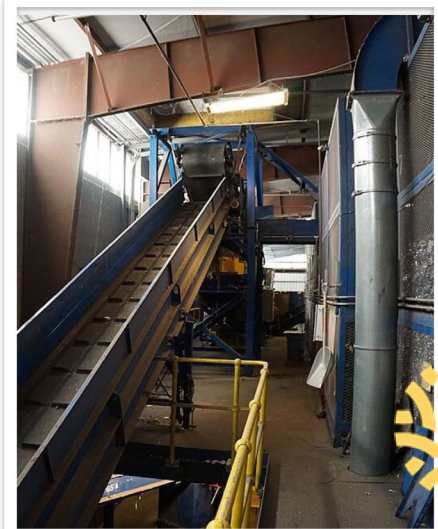
Sample Costs: Transportation

- New and additional transportation of covered materials
- Long-haul or rural transport to MRFs or REMs
- Incremental transportation costs attributable to SB 54
- Vehicles
- Fuel, maintenance, labor



Sample Costs: Facilities

- Processing equipment (screens, optical sorters, robotics, bunkers, etc.)
- Facility construction or expansion
- Transfer station and drop-off infrastructure
- Weigh scale and data tracking systems
- Sorting and residue management
- Equipment rental or lease costs
- Maintenance
- Quality control and safety measures
- Labor



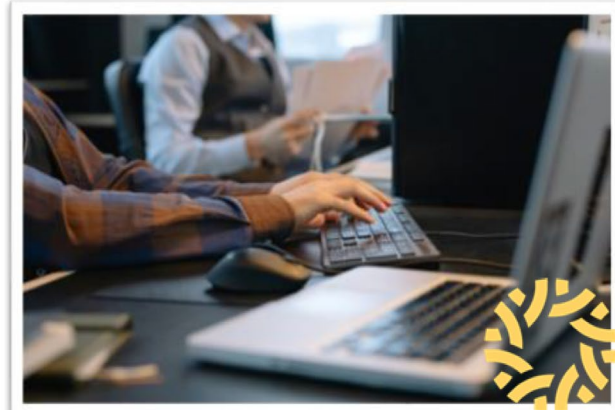
Sample Costs: Education & Admin

Education & Contamination Reduction

- Cart tagging and contamination reduction programs
- Outreach and education
- Signage, labels, and instructional materials

Administrative & Compliance

- Staff time for SB 54 implementation and reporting
- Data tracking, recordkeeping, and compliance systems
- Reimbursement application preparation and administration



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

AGENDA MATTER

Status of Board Supported Legislation

SUMMARY STATEMENT

AB 762 Disposable Nicotine Vapes Ban cleared the Assembly and is in the Senate awaiting assignment.

AB 864 Regulatory Streamlining for Solar Panel Recycling is a two-year bill now in the Senate inactive file.

SB 881 Support for Food Banks would extend the Farm to Fork Food Bank Tax Credit, which gives farmers a 15% tax credit for food donated to food banks, as well as the Emergency Food for Families Voluntary Contribution Tax Fund, which allows tax filers to donate funds to food banks when filing their taxes. This was introduced as budget bill with provisions like SB 353 which remains active and that the Board previously endorsed. The Senate approved SB 881.

RECOMMENDED ACTION

Update on previously supported legislation

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	None identified	MAY 28, 2026	10

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

AGENDA MATTER

Legislation: Market Development

SUMMARY STATEMENT

AB 1149 Plastic Bottle Market Development Payments. Unredeemed beverage container deposits have been used historically to incentivize in-state reclaimers who convert recycled bottles into manufacturing feedstock (plastic flake or pellets, glass cullet). Plastic bottle resin (PET) recycled markets have struggled recently due to competition from cheap imports and low virgin material pricing. Two large California processors closed last year, although both are reopening under new ownership. AB 1149 would extend Plastic Market Development incentives through 2029 and increase the payment ceiling. The bill cleared the Assembly in a different form in 2025 and was amended in the Senate. The Governor's May budget revision included Plastic Market Development funds.

AB 2253 Deceptive Recycled Content Claims. The bill would require companies that make recycled content marketing claims to maintain documentation showing that the recycled material was diverted from the waste stream and clarifies that recycled content claims must be based on the actual recycled material in a product, as opposed to purchased credits. AB 2253 is on the Assembly floor.

RECOMMENDED ACTION

Support AB 1149 and AB 2253

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	Improved PET market value	MAY 28, 2026	11

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

AGENDA MATTER

Legislation: Nitrous Oxide

SUMMARY STATEMENT

SB 936 Nitrous Oxide Cylinder and Flavor Ban. Would ban all flavored N₂O canisters as well as unflavored canisters with a volume greater than 8 grams, with an exemption for dentistry, automotive, restaurant, and industrial applications. Recreational N₂O use created public health concerns leading to local retail restrictions in Orange County and others. Discarded cannisters require expensive special local government handling. SB 936 has multiple authors and co-authors in both houses and seems to be the prime vehicle to address N₂O issues. It has cleared all Senate committees prior to a floor vote.

However, two other bills are active. AB 2076 would ban the online sale of nitrous oxide to Californians and require retail locations to ensure that purchasers are of legal age. The bill cleared all Assembly committees and is awaiting a floor vote.

SB 758 would ban the sale of nitrous oxide canisters except at grocery stores and other exempted locations given public health concerns. SB 758 was approved by the Senate in January and referred to the Assembly.

RECOMMENDED ACTION

Support SB 936, AB 2076 and SB 758

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
John Davis	Reduced cost to handle cannisters	MAY 28, 2026	12

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

AGENDA MATTER

Board Comment

SUMMARY STATEMENT

Comments by members of the Board.

RECOMMENDED ACTION

None.

PRESENTED BY		MEETING DATE	ITEM NUMBER
IVY ESQUIVEL		MAY 28, 2026	13