

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CONTRA COSTA COUNTY AND  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
REGARDING IMPLEMENTATION OF SB 1383 REGULATIONS**

This Memorandum of Understanding ("MOU") is entered into, by and between Contra Costa County, a political subdivision of the State of California ("County") and Central Contra Costa Solid Waste Authority, a joint powers authority established under the laws of the State of California ("Authority") (collectively the "Parties" and individually a "Party").

**RECITALS**

- A. On September 11, 1990, the Central Contra Costa Sanitary District, City of San Ramon and City of Walnut Creek formed Authority to exercise joint powers pertaining to solid waste handling and disposal in Central Contra Costa County. The member agencies entered a Joint Powers Agreement, which has been subsequently amended several times (last amended August 14, 2009) describing, among other things, delegation of authority from the member agencies to Authority. The current members of Authority are the cities of Walnut Creek, Lafayette and Orinda, the towns of Danville and Moraga, and County.
- B. On May 16, 2014, Authority's Board of Directors authorized the execution of a franchise agreement with Allied Waste Systems, Inc. dba Republic Services of Contra Costa County ("Republic Services") for the collection, transfer, transport, processing, diversion, and disposal of solid waste, compostable organic materials and recyclable materials within Authority's territory (the "Collection Agreement"). Also on May 16, 2014, Authority's Board authorized the execution of a separate franchise agreement with Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling for recyclable materials transfer, transport, processing and diversion within Authority's territory (the "Recyclables Processing Agreement"). The terms of both agreements commence on March 1, 2015 and continue through February 28, 2025. Authority has exercised its option to extend the Recyclables Processing Agreement through February 28, 2027 and has issued notice of its intention to similarly extend the Collection Agreement.
- C. On February 2, 2016, County's Board of Supervisors adopted Resolution No. 2016/61, which delegated to Authority the authority to enter into the Collection Agreement for the collection, transfer, transport, processing and diversion or disposal of solid waste, recyclable materials and compostable organic materials in the unincorporated portion of Authority's territory (hereafter "Authority Unincorporated Area"), depicted in the map attached hereto as Exhibit A and incorporated herein by reference, and the authority to enter into the Recyclables Processing Agreement for the

transfer, transport, processing and diversion of recyclable materials collected in the Authority Unincorporated Area, effective as of March 1, 2015, and continuing through the terms of the referenced agreements.

- D. On September 19, 2016, Governor Jerry Brown signed into law the Short-lived Climate Pollutant Reduction Act ("SB 1383"). SB 1383 required the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. The regulations developed by CalRecycle under SB 1383 revised numerous provisions of division 7 of title 14 of the California Code of Regulations and added Chapter 12, entitled "Short-lived Climate Pollutants," effective January 1, 2022. Hereafter, Chapter 12 of division 7 of title 14 of the California Code of Regulations, with the exception of articles 8 and 9, will be referred to as the "SB 1383 Regulations."
- E. The SB 1383 Regulations require counties, cities and other local jurisdictions to adopt enforceable ordinances or other enforceable mechanisms to mandate that organic waste generators, haulers, and other entities comply with requirements in the SB 1383 Regulations. The SB 1383 Regulations generally address requirements applicable to organic waste collection services, inspection of waste containers for prohibited contaminants, regulation of commercial edible food generators, provision of education and outreach information to generators, reporting to CalRecycle on compliance with the SB 1383 Regulations, and maintenance of records of compliance with SB 1383 Regulations, with the goal of achievement of statewide organic waste disposal reduction targets.
- F. On December 9, 2021, the Board of Directors of Authority adopted Ordinance 21-1 ("Authority's Ordinance") for the purpose of implementing the SB 1383 Regulations within Authority's territory on behalf of Authority's members.
- G. On December 14, 2021, the County Board of Supervisors adopted County Ordinance No. 2021-38 ("County's Ordinance") for the purpose of implementing the SB 1383 Regulations within the unincorporated area of Contra Costa County.
- H. The Parties concur that both Authority's Ordinance and County's Ordinance may be enforced within the Authority Unincorporated Area. The Parties further concur that many of the requirements involved in the implementation of the SB 1383 Regulations within the Authority Unincorporated Area should be assigned to one entity in the interest of efficiency and to avoid confusion among customers of the collection franchisees within the Authority Unincorporated Area.

- I. Under the SB 1383 Regulations, a jurisdiction may designate a public or private entity to fulfill certain of the jurisdiction's responsibilities under the SB 1383 Regulations through an agreement such as a memorandum of understanding. (See Cal. Code Regs., tit. 14, § 18981.2, subd. (b).) Authority is currently the solid waste franchising authority within its territory, and is engaged in a number of activities to comply with several requirements contained in the SB 1383 Regulations on behalf of its member agencies. Authority receives revenue under its franchise agreements and from other sources that Authority uses to fund its operations, including its activities to comply with requirements in the SB 1383 Regulations. Given Authority's authority over solid waste handling within the Authority Unincorporated Area and the mechanisms available to Authority to collect fees from its franchisees and otherwise accept revenues related to solid waste handling, the Parties agree that Authority should assume the duty and costs of compliance with specified requirements in the SB 1383 Regulations on behalf of County. County and Authority have further agreed to enter into this MOU to memorialize their agreement regarding Authority's SB 1383 compliance activities on behalf of County within the Authority Unincorporated Area, and County's retained responsibilities under the SB 1383 Regulations.
  
- J. The Parties acknowledge that while Authority assumes responsibility for complying with certain requirements in the SB 1383 Regulations on behalf of County, County retains responsibility for complying with certain other requirements.

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein.
  
2. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in paragraph 7 of this MOU.
  
3. **Definitions.** Terms used but not defined in this MOU shall have the meaning set forth in Authority's Ordinance or, if a term is not defined in Authority's Ordinance, the meaning of the term set forth in the SB 1383 Regulations.
  - a. "County's Representative" means the County representative identified in paragraph 8 of this MOU or his or her designee.
  
  - b. "Title 14" means title 14 of the California Code of Regulations.

#### 4. Responsibilities of Authority

##### a. Enforcement.

(1) Authority shall comply with all requirements applicable to jurisdictions set forth in Article 14 (Enforcement Requirements) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

(2) Notwithstanding language in Authority's administrative citations ordinance adopted on February 25, 2016 (Ordinance No. 16-1), which states in section 1.B., "[t]he administrative enforcement permitted by this ordinance will not be used at this time in the unincorporated County areas," Ordinance No. 16-1 may be applied within the Authority Unincorporated Area to enforce Authority's Ordinance except to the extent that Ordinance No. 16-1 conflicts with Authority's Ordinance or the SB 1383 Regulations. Authority has advised the County that Authority may seek to amend Ordinance No. 16-1 to expressly allow its application within the Authority Unincorporated Area for the sole purpose of enforcing Authority's Ordinance.

(3) Upon receipt of a written request from County to investigate an alleged violation of Authority's Ordinance or the SB 1383 Regulations within the Authority Unincorporated Area, Authority will timely investigate the alleged violation and take enforcement action as needed in the same manner that a jurisdiction would be required to investigate a complaint and take enforcement action against a violator under Article 14 of the SB 1383 Regulations.

(4) Upon receipt of a written request from County for assistance with investigation of a complaint received by County regarding an alleged violation of County's Ordinance, Authority's Ordinance or the SB 1383 Regulations within the Authority Unincorporated Area, Authority will assist with County's investigation and cooperate with County in any enforcement action that may be brought by County against the alleged violator. Such assistance could include but not necessarily be limited to reasonable efforts by Authority to obtain information from Authority's franchisees and providing written reports, declarations and oral testimony.

**b. Organic waste collection services.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 3 (Organic Waste Collection Services) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**c. Education and outreach.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 4 (Education and Outreach) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**d. Reporting and recordkeeping.** To aid County in its compliance with the reporting and recordkeeping requirements applicable to jurisdictions set forth in the SB

1383 Regulations, to the extent the requirements apply to the Authority Unincorporated Area, Authority shall:

(1) Provide County with electronic access to all Authority records related to Authority's responsibilities under this MOU through a cloud-based software program when, and for so long as, the County provides the program at the County's sole cost.

(2) Submit to County's Representative all of the information related to Authority's responsibilities under this MOU that County is required to include in its initial compliance report under section 18994.1 of Title 14, and annual reports under section 18994.2 of Title 14, at least thirty (30) days prior to the applicable reporting deadlines set forth in the foregoing provisions.

(3) Submit to County's Representative information related to County's allocational share of recovered organic waste product procurement arranged by Authority, if any, pursuant to section 18993.2 of Title 14 (Recordkeeping Requirements For Recovered Organic Waste Procurement Target).

**e. Assistance with capacity planning.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 11 (Organic Waste Recycling Capacity Planning) at sections 18992.1(b), 18992.1(c), 18992.2(b) and 18992.2(e) of the SB 1383 Regulations, on behalf of the County, in Authority Unincorporated Area.

(1) Organic waste processing capacity. If County determines that additional organic waste processing capacity is needed within the Authority Unincorporated Area, within one hundred twenty (120) days of receipt of notice by County's Representative, Authority will prepare and submit to County's Representative an implementation schedule for the Authority Unincorporated Area that conforms to the requirements in section 18992.1, subdivision (d)(1), of Title 14.

(2) Edible food recovery capacity. If County determines that additional edible food recovery capacity is needed within the Authority Unincorporated Area, within one hundred twenty (120) days of receipt of notice by County's Representative, Authority will prepare and submit to County's Representative an implementation schedule for the Authority Unincorporated Area that conforms to the requirements in section 18992.2, subdivision (c)(1), of Title 14.

**f. Edible food recovery program.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 10 (Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**g. Haulers.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 7 (Regulation of Haulers) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**h. Sharing of Information.** Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by County's Representative for records created or obtained by Authority and related to Authority's SB 1383 compliance activities within the Authority Unincorporated Area, Authority will provide the records to County's Representative, except to the extent the records are not subject to disclosure under the California Public Records Act. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by County's Representative for other information related to Authority's SB 1383 compliance activities within the Authority Unincorporated Area, Authority will use its best efforts to obtain and provide the information to County's Representative in the form requested by County's Representative.

**i. Cooperation.** Authority acknowledges that County's compliance with the SB 1383 Regulations will be regularly evaluated by CalRecycle, and that County may be subjected to enforcement action by CalRecycle if CalRecycle identifies a violation of a provision of the SB 1383 Regulations within the Authority Unincorporated Area ("Violation"). Authority acknowledges that if such a Violation is not timely corrected as required by a notice of violation or corrective action plan, County, as a jurisdiction under the SB 1383 Regulations, could be subject to an action for administrative civil penalties for failing to satisfy its compliance obligations under the SB 1383 Regulations within the Authority Unincorporated Area. Authority acknowledges that, given the powers delegated to it by County, Authority is better situated than County to take action to prevent or correct such Violations, and that Authority's cooperation is essential to minimize the possibility of enforcement actions and penalty orders arising from Violations within the Authority Unincorporated Area. In accordance with the foregoing, upon request by County's Representative, Authority shall utilize its best efforts to assist County in satisfying its SB 1383 Regulations obligations, and addressing SB 1383 Regulations compliance issues, to the extent these obligations or compliance issues pertain to any of Authority's responsibilities under this MOU. Authority's assistance under this subparagraph includes the following:

(1) Providing informal support to County in the course of compliance reviews by CalRecycle, such as participation in meetings, responding to inquiries, and providing information;

(2) Taking action to correct or otherwise address potential compliance issues raised by CalRecycle or County;

(3) Timely correcting any Violations, except to the extent that County's Conservation and Development Director and Authority's Executive Director agree on an alternative response to CalRecycle; and

(4) Providing legal analyses (except to the extent subject to withholding for privilege), written declarations, testimony, and documentary evidence in support of County as needed in any administrative or civil action arising from a Violation.

Nothing in this subparagraph is intended to obligate Authority to perform any of County's obligations set forth in subparagraph 5.a. of this MOU.

**5. Responsibilities of County**

**a. Compliance with SB 1383 Regulations.** Except for those responsibilities expressly assumed by Authority under this MOU, County shall be responsible for compliance with the following requirements of the SB 1383 Regulations:

(1) Requirements applicable to jurisdictions within the unincorporated area of Contra Costa County, with the exception of the Authority Unincorporated Area.

(2) Requirements applicable to counties specifically, and not jurisdictions as defined in the SB 1383 Regulations, within Contra Costa County, including but not limited to organic waste recycling capacity planning under Article 11.

(3) Requirements contained in the following provisions of the SB 1383 Regulations, within the Authority Unincorporated Area:

(a) Article 12 (Procurement of Recovered Organic Waste Products).

(b) Article 13 (Reporting).

**b. Sharing of information.** Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by Authority for records created or obtained by County and related to County's SB 1383 compliance activities within the Authority's Unincorporated Area, County will provide the records to Authority, except to the extent the records are not subject disclosure under the California Public Records Act. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by Authority for other information related to County's SB 1383 compliance activities within the Authority Unincorporated Area, County will use its best efforts to obtain and provide the information to Authority in the form requested by Authority.

**c. Enforcement of County Ordinance.** County shall be responsible for any enforcement of County's Ordinance within the Authority Unincorporated Area.

**6. Costs.**

**a. Grant Sharing.** County has received \$246,842 from CalRecycle's SB 1383 Local Assistance Grant Program ("SB 1383 Grant") to fund costs of SB 1383 implementation. Documents setting forth terms and conditions of the SB 1383 Grant are attached hereto as Exhibit B and incorporated herein by this reference. County will share the SB 1383 Grant with Authority in accordance with the following:

(1) Payment. County will provide Authority a \$60,000 share of the SB 1383 Grant (“Authority Grant”) within thirty (30) days after this MOU becomes effective under paragraph 14 of this MOU.

(2) Expenditures.

(a) Grant Activities. The Authority Grant may be used to fund costs of activities described in paragraph 4 of this MOU, or other implementation and monitoring activities required to comply with the SB 1383 Regulations, only to the extent that:

(i) The cost is not an “ineligible cost” as that term is described on page B-36 of Exhibit B;

(ii) The cost is not an “indirect cost” as that term is described on page B-37 of Exhibit B;

(iii) The activity to be funded takes place in the Authority Unincorporated Area, or otherwise pertains to compliance with the SB 1383 Regulations in the Authority Unincorporated Area;

(iv) The activity to be funded is described in the Personnel category of the approved budget for the SB 1383 Grant, set forth on pages B-14-15 of Exhibit B; and

(v) The activity to be funded takes (1) after November 2, 2022, and (2) before the date of termination of the SB 1383 Grant, as described on page B-32 of Exhibit B.

Activities described in this subparagraph 6.a.(2) will be referred to collectively as “Authority Grant Activities.”

(b) Supporting Documentation. Authority shall periodically and timely submit to County’s Representative supporting documentation for review by CalRecycle for any and all expenditures of Authority Grant funds that occurred in the period of time for which the submission is due. Supporting documentation may include but is not limited to, invoices, receipts, and records showing staff hours expended on, and compensation paid for, Authority Grant Activities (“Authority Expenditure Documentation”). A submission of Authority Expenditure Documentation is required for each period of time for which County is required under the SB 1383 Grant to submit an Expenditure Itemization Summary to CalRecycle, and due a minimum of fourteen (14) days prior to the date that County is required to submit its Expenditure Itemization summary. County’s submission deadlines, and periods of time for which submissions are due, are set forth on page B-32 of Exhibit B; however, such dates are subject to change by CalRecycle. As of the Effective Date, the periods of time for which submissions of Authority Expenditure Documentation are required under this



subparagraph 6.a.(2)(b), and the deadlines for each submission, are set forth in the table below:

<b>Expenditure Period</b>	<b>Submission Deadline*</b>
November 3, 2022, through May 2, 2023	April 19, 2023
May 3, 2023, through November 1, 2023	October 19, 2023
November 2, 2023, through May 2, 2024	April 18, 2024

\* Authority acknowledges that the submission deadlines above precede the end of the period for which submissions are due, and that these deadlines were established to allow sufficient time for County's Representative to assemble and timely submit County's Expenditure Itemization Summary for each period. It is the sole responsibility of Authority to schedule its Authority Grant expenditures in a manner that will allow Authority to submit supporting documentation for each and every expenditure of Authority Grant funds for the period in question.

If CalRecycle changes the periods or submission deadlines under the SB 1383 Grant, County will promptly notify Authority in writing of the change(s). Thereafter, Authority will submit Authority Expenditure Documentation in accordance with the revised submission schedule.

(c) In the event County is required by CalRecycle to report information regarding Authority Grant expenditures that is not contained in the Authority Expenditure Documentation, within thirty (30) days after the date of a written request by County's Representative, Authority will provide the requested information in the form requested.

(d) Stop Work Notice. County will promptly notify Authority in writing if a written notice to stop work is received from CalRecycle, as described on page B-28 of Exhibit B. Expenditures incurred by Authority after issuance of a stop work notice by CalRecycle may not be funded with the Authority Grant unless and until County specifies otherwise in writing.

(3) Acknowledgements. Authority shall acknowledge CalRecycle support each time Authority publicizes, in any medium, any Authority Grant Activities funded by the Authority Grant. Authority must acknowledge CalRecycle in the same way that County is required to acknowledge CalRecycle under the terms of the SB 1383 Grant, as set forth on pages B-37 and B-38 of Exhibit B.

(4) Approved Contractors. Authority may use Authority Grant funds to pay for Authority Grant Activities performed by Authority, or by a contractor or subcontractor to Authority ("Authority Contractor").

(5) Return of Authority Grant Funds. Authority will promptly repay any or all Authority Grant funds to County if:

(a) Such funds have not been spent by Authority as of the end of the SB 1383 Grant term; or

(b) County provides written notice to Authority that CalRecycle has determined that such funds must be repaid.

(6) Documents and Access.

(a) Commencing on the Effective Date and ending three (3) years after CalRecycle's approval of County's final report regarding the SB 1383 Grant, or three (3) years after the end of the term of the SB 1383 Grant, whichever is later, Authority shall maintain all records pertaining to Authority Grant Activities. County will promptly notify Authority in writing of any and all changes by CalRecycle to the SB 1383 Grant term.

(b) Commencing on the Effective Date and ending three (3) years after CalRecycle's approval of County's final report regarding the SB 1383 Grant, or three (3) years after the end of the term of the SB 1383 Grant, whichever is later, Authority shall allow CalRecycle and County access to all records pertaining to Authority Grant Activities and access to Authority staff for interviews related to Authority Grant Activities, during normal working hours.

(c) During normal working hours throughout the term of the SB 1383 Grant and for ninety (90) days thereafter, or until all issues related to Authority Grant Activities have been resolved, whichever is later, Authority shall provide CalRecycle and County with access to locations where Authority Grant Activities funded with Authority Grant funds are or have been performed.

**7. Termination.** This MOU may be terminated by mutual written consent of the Parties. Any Party may terminate this MOU, for any reason or no reason, upon giving six (6) months' prior written notice to the other Party. Notwithstanding the foregoing, if County ceases to be a member of Authority, this MOU terminates upon termination of County's membership in Authority. Upon termination of this MOU, Authority shall have no further obligations to carry out the Responsibilities of Authority described in paragraph 4 of this MOU.

**8. Notice.** All notices under this MOU (including requests, reports, approvals, and other communications), shall be made in writing and either served personally, sent by first class mail, or sent by e-mail provided confirmation of delivery is obtained at the time of e-mail transmission, addressed as follows:

To Authority: Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd., Ste. 320  
Walnut Creek, CA 94596  
Attn: Senior Program Manager  
E-mail: judith@recyclesmart.org

To County: Contra Costa County  
Department of Conservation & Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Solid Waste Program Manager  
E-mail: Recycling@dcd.cccounty.us

Any Party may change the address to which notice is to be given by providing the other Party with written notice of the change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served, or if served by e-mail provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

**9. Waiver.** No waiver of any provision of this MOU will be binding unless executed in writing by the Party making the waiver. No waiver of any provision in this MOU will be deemed, or constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

**10. Counterparts.** This MOU may be executed in counterparts and so executed shall constitute an agreement which shall be binding upon the Parties hereto. A photocopy of the fully executed MOU shall have the same force and effect as the original.

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

**12. Amendment.** This MOU may only be amended in writing signed by all Parties. This MOU may be amended to both extend the term and conditions, as well as to add tasks. Authority shall not begin new tasks without express written permission of County.

**13. Entire Agreement.** This MOU constitutes the entire agreement between County and Authority and supersedes all prior negotiations, representations, or agreements regarding the subject matter of this MOU, whether written or oral.

14. **Effective Date.** This MOU will take effect upon the date it is fully executed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU on the dates indicated below.

**COUNTY**

**AUTHORITY**

By: \_\_\_\_\_  
John Kopchik  
Conservation and Development  
Director

By:   
Rob Hilton  
Interim Executive Director

Date: \_\_\_\_\_

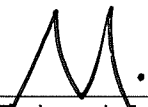
Date: 1/2/23

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary Ann McNett Mason  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

By:   
Deborah Miller  
Legal Counsel

Attachments: Exhibit A – Map of Authority Unincorporated Area  
Exhibit B – SB 1383 Local Assistance Grant Documentation