



A Public Agency

# PUBLIC EDUCATION, OUTREACH AND LEGISLATION

## STAFF REPORT

---

To: SBWMA Board Members  
From: Joanna Rosales-Jose, Outreach & Communications Manager  
Date: January 26, 2023 Board of Directors Meeting  
Subject: Resolution Approving the Execution of a Two-Year Contract with Gigantic Idea Studio for \$125,000 for Outreach Campaigns

---

### Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No 2023-12 attached hereto authorizing the following action: **Approve the Execution of a Two-Year Contract with Gigantic Idea Studio for \$125,000 for Outreach Campaigns.**

### Summary

The SBWMA is responsible for developing and implementing public education and outreach efforts and received feedback from the Board and Technical Advisory Committee (TAC) about the importance of proper sorting of materials in the recycling, compost, and garbage streams, and the SBWMA's branding strategy. Therefore, staff is recommending the approval of a two-year contract with marketing and outreach consulting firm, Gigantic Idea Studio to conduct outreach campaigns on proper sorting and safe battery disposal and conduct analysis of existing agency branding.

### Analysis

With feedback from Board Members, TAC members, and Public Education and Outreach Committee members, staff outlined the three below specific outreach and education campaigns and/or analysis that will be included in the two-year outreach contract.

1. Proper sorting of recyclable, compostable, and garbage materials
2. Proper battery handling and disposal
3. Analysis of existing agency branding

These campaigns were singled out because of the necessity in reducing contamination in each waste stream and ensuring diversion of materials from the landfill, especially with ongoing compliance on Senate Bill (SB) 1383 regulations. Proper battery handling and disposal remains crucial for the safety of the Shoreway Environmental Center facility and its employees, and the costs to the ratepayers. Agency branding serves as a connector between the benefits of sorting and the ownership of the Shoreway Environmental Center that SBWMA constituents may not be aware of.

SBWMA solicited three quotes in December 2022 from an approved list of marketing and outreach consulting providers established in February 2021 through a Request for Qualifications (RFQ) process to seek marketing and outreach consulting providers to provide marketing and outreach services to the agency.

In December 2022, providers estimated potential deliverables, digital media strategies, and planning logistics. During the review process, evaluation of quotes included:

- Overall quote competitiveness
- Proposed approach to work
- Cost
- Trusted expertise
- Responsiveness

After careful consideration, staff recommends Gigantic Idea Studios to the Board of Directors to provide their marketing and outreach technical expertise during the SBWMA's 2023 and 2024 outreach campaigns because of their competitive pricing, proposed approach to work, and trusted expertise. In addition to these qualities, Gigantic Idea Studios brings relatable experience to SBWMA for the branding analysis, having worked on previous SBWMA campaigns and projects.

### **Background**

The SBWMA's overall mission is to provide cost effective waste reduction, recycling, and solid waste programs to Member Agencies through franchised services to meet and sustain diversion rates, recycling goals, and other related programs as mandated by the State. As part of this goal, the SBWMA is responsible for developing and implementing a variety of public education and public awareness activities to support the programs and services provided to constituents in the service area while working in conjunction with Recology San Mateo County and our Member Agencies.

SBWMA has contracted with Gigantic Idea Studios on multiple outreach and education campaigns in the past including the 2021-2022 compost campaign and a variety of projects from 2007 to 2014. Recent contamination monitoring and route review reports will help guide the upcoming 2023-2024 campaigns.

### **Fiscal Impact**

The approved FY2023 budget includes funding for costs of the upcoming projects under the Residential Outreach, Multi-Family Outreach, Member Agency & Rate Payer Education, Household Hazardous Waste Outreach, and Battery Outreach line items.

#### **Attachments:**

Resolution 2023-12

Exhibit A – Gigantic Idea Studios Professional Services Agreement



## RESOLUTION NO. 2023-12

### RESOLUTION APPROVING THE EXECUTION OF A TWO-YEAR CONTRACT WITH GIGANTIC IDEA STUDIOS FOR \$125,000 FOR OUTREACH CAMPAIGNS

**WHEREAS**, the SBWMA is responsible for developing and implementing public education and outreach efforts on behalf of the Member Agencies; and

**WHEREAS**, there is a need to inform SBWMA constituents about proper sorting techniques, proper battery handling and disposal, and for SBWMA to analyze current branding strategies; and

**WHEREAS**, the SBWMA staff recommended the approval of a two-year contract with Gigantic Idea Studios for \$125,000 for their technical expertise during the SBWMA's 2023 and 2024 outreach campaigns

**NOW, THEREFORE BE IT RESOLVED** that the South Bayside Waste Management Authority hereby approves the recommendation of a two-year contract with Gigantic Idea Studios for \$125,000 for their consulting expertise in upcoming outreach campaigns, attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26<sup>th</sup> day of January, 2023, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist.				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2023-12 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on January 26, 2023.

ATTEST:

\_\_\_\_\_  
Alicia Aguirre, Chairperson of SBWMA

\_\_\_\_\_  
Cyndi Urman, Clerk of the Board



PROFESSIONAL SERVICES AGREEMENT  
FOR  
2023-2024 OUTREACH CAMPAIGN

This Agreement is made and entered into as of the 18<sup>th</sup> of January 2023 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and GIGANTIC IDEA STUDIO hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That AUTHORITY desires to engage CONSULTANT to provide professional services;
- B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;
- C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Services").

Performance of the Services specified in Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term. The term of this Agreement shall commence upon the date hereinabove written through December 31, 2024, unless terminated earlier pursuant to Section 10 of this Agreement.
- 3. Schedule. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit A. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. AUTHORITY'S agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.



4. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all Services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of the Services. A copy of CONSULTANT's hourly rates for which Services hereunder shall be performed are set forth in CONSULTANT's fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) unless the performance of Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by AUTHORITY's Executive Director (for contracts less than \$60,000) or AUTHORITY Board (for contracts \$60,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as, as more particularly described in Exhibit B, attached hereto and by this reference made a part hereof.

5. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the Services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY's Executive Director (for contracts less than \$60,000) or AUTHORITY Board (for contracts \$60,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
6. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to Services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the Services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing Services hereunder CONSULTANT shall adhere to the standards generally

prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the AUTHORITY.
10. Termination or Suspension of Agreement or Services.
  - (a) The AUTHORITY may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.
  - (b) CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to AUTHORITY, but only in the event of a substantial failure of performance by AUTHORITY.
  - (c) Upon such suspension or termination, CONSULTANT shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of AUTHORITY.
  - (d) Upon such suspension or termination by AUTHORITY, CONSULTANT will be paid for the Services rendered or materials delivered to AUTHORITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, AUTHORITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to AUTHORITY as such determination may be made by the Executive Director acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 11, 12, 13, 10(d), and 15.
  - (e) No payment, partial payment, acceptance, or partial acceptance by AUTHORITY will operate as a waiver on the part of AUTHORITY of any of its rights under this Agreement.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT’s services to be performed hereunder covering AUTHORITY’s risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY’s Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers’ Compensation	statutory minimum
Employer’s Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT’s vehicle usage in performing services hereunder)



<sup>1</sup>Professional Liability

\$1,000,000 per claim and aggregate

The requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Applicable to Workers Compensation, Employers Liability, Commercial General Liability, and Automobile Liability policies, concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its

---

<sup>1</sup> Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement.  Recommended \_\_\_\_\_ [Project Manager]  Approved \_\_\_\_\_ [Risk Manager]

officers, boards, employees, and agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY's insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of Services. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to

ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste  
610 Elm Street, Suite 202  
San Carlos, CA 94070  
Attention: Joanna Rosales-Jose, Outreach and  
Communications Manager  
Joanne Nghiem, Management  
Analyst III

CONSULTANT: Gigantic Idea Studio  
Lisa Duba, Principal  
580 2nd Street, Suite 230  
Oakland, CA 94607  
Phone: 415-515-6143  
Email: lisa@gigantic-idea.com

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.
23. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
24. Counterparts. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed on the date first written above.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joe LaMariana, Executive Director

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, Legal Counsel

Dated: January 19, 2023

CONSULTANT



---

Lisa Duba, Principal

## EXHIBIT A

### SCOPE OF WORK, WORK SCHEDULE, AND FEE SCHEDULE FOR 2023-2024 OUTREACH CAMPAIGN

#### **INTRODUCTION**

The goals of the outreach campaigns are to spread awareness of proper sorting of recyclable, compostable, and garbage materials, proper battery handling and disposal, while also analyzing the existing agency branding. These campaigns will focus on reducing contamination in each waste stream and ensuring diversion of materials to the landfill. Recent contamination monitoring and route review reports will help guide the upcoming focus of these campaigns.

#### **BACKGROUND**

AUTHORITY's overall mission is to provide cost effective waste reduction, recycling, and solid waste programs to Member Agencies through franchised services to meet and sustain diversion rates, recycling goals, and other related programs as mandated by the State. As part of this goal, AUTHORITY is responsible for developing and implementing a variety of public education and public awareness activities to support the programs and services provided to constituents in the service area while working in conjunction with Recology San Mateo County and our Member Agencies.

#### **Task 1: Multi-Year Planning**

To best integrate ongoing outreach campaigns into AUTHORITY's overall strategic goals, CONSULTANT shall develop a multi-year outreach plan. This is an opportunity to look at all the various outreach messaging that each audience receives and from whom — AUTHORITY, cities/Member Agencies and Recology. The goal of any integrated campaign is consistency of messaging regardless of who is delivering the message; as well as utilization of all available delivery channels to increase repetition of messaging. This increases legitimacy and the chances of recall – the more a message is heard, the more likely it can be acted upon.

CONSULTANT shall identify all the programs, services, behaviors and other goals that need attention. Once identified, they can be prioritized for development. According to Community-Based Social Marketing, choosing behaviors to target that deliver the most environmental benefit, and are most likely to be adopted, are some of the ways CONSULTANT shall look at AUTHORITY's program data and help create an outreach plan that supports achieving measurable results.

CONSULTANT and AUTHORITY shall participate in weekly meetings over the course of 4-6 weeks. CONSULTANT shall work with AUTHORITY to set goals, identify audiences, strategies, tactics, key messages, and evaluation metrics.

Deliverables: Multi-Year Outreach Plan that includes campaign goals, strategies, tactics, evaluation methods, and a multi-year calendar.

#### **Task 2: Year 1 Multi-Touch Campaign & Two Mini-Campaigns**

### *Task 2.1: Year 1 Multi-Touch Campaign on Proper Sorting*

This multi-touch campaign would promote AUTHORITY's most important message for the year, using the most media dollars. More "touches" (media and other distribution channels) will help this campaign reach as many different people as budget will allow. CONSULTANT shall coordinate with Member Agencies and Recology to time distribution. CONSULTANT shall set up a system to distribute AUTHORITY's content for easy sharing and cross-promoting. In addition, AUTHORITY and CONSULTANT shall plan for whether to include RethinkWaste branding communications in this campaign.

CONSULTANT shall perform the following:

- Create tools for outreach to selected audience(s) for one multi-touch campaign, including the following:
  - Series of two-three 10-second, social media-quality videos
  - Social post content and social ad creation
  - Cart tag assessment, and/or creation
  - Website content
  - Newsletter and/or media article copywriting
  - Print ad design
  - Partner e-blast/memo (formatted email with content download links and sent to all stakeholders that can place/share/run our content)
- Run digital promotion, may include digital ads, streaming video and/or audio, search engine ads, video promotion, social media promotion.
- Media relations, article, or advertorial placement.
- Partner outreach: send partner memo, pitch placement, conduct follow up.
- Campaign reporting.

Deliverables: Will be determined in planning phase. May include some or all the above, depending on the number of different audiences.

### *Task 2.2: Two Mini-Campaigns*

CONSULTANT shall perform the following:

- Create a short newsletter article/blurb for two additional messaging goals.
- Create a simple digital promotion for each, most likely a digital ad, search ad, and/or Facebook promotion.
- Partner outreach: Distribute mini-campaign information to Member Agencies, Recology for cross-promotion, track.
- Place, manage, track and report paid promotion.

Deliverables: Images, content, design for 2 small promotions. Two e-blasts to partners to promote the new content.

## **Task 3: Year 2 Multi-Touch Campaign & Quarterly Mini-Campaigns**

### *Task 3.1: Year 2 Multi-Touch Campaign, Batteries*

CONSULTANT shall identify audiences and messages related to proper battery disposal and related safety issues. There are currently different options for single-family, multi-family, and small businesses. Scope or expected results for this campaign may need to be adjusted, depending on how many audiences are chosen. Alternatively,

there can be one piece of content (a unified campaign) designed to funnel traffic to the web page, where people can find the information that is relevant to their situation. In addition, AUTHORITY and CONSULTANT shall plan for whether to include RethinkWaste branding communications in this campaign.

CONSULTANT shall perform the following:

- Create tools for direct outreach to selected audience (s) for one multi-touch campaign, including the following:
  - Up to three short videos or image ads on how to access the battery program, up to one per audience. Social media quality.
  - Social post content and social ad creation
  - Cart tag assessment, and/or creation
  - Website content
  - Newsletter and/or media article copywriting
  - Print ad design
  - Partner memo (formatted email with content download links and sent to all stakeholders that can place/share/run our content
- Run digital promotion, may include digital ads, streaming video and/or audio, search engine ads, video promotion, social media promotion.
- Media relations, article or advertorial placement.
- Partner outreach: send partner memo, pitch placement, conduct follow up.
- Campaign reporting.

Deliverables: Will be determined in planning phase.

*Task 3.2: Three Quarterly Mini-Campaigns*

CONSULTANT shall perform the following:

- Create a short newsletter article/blurb for three additional messaging goals.
- Create a simple digital promotion for each, most likely a digital ad, search ad, and/or Facebook promotion.
- Partner outreach: Distribute mini-campaign information to Member Agencies, Recology for cross-promotion, track.
- Place, manage, track and report paid promotion.

Deliverables: Images, content, design for 3 small promotions. Three e-blasts to partners to promote the new content (ie: placement in newsletters, websites, social media).



## SCHEDULE OF PERFORMANCE

CONSULTANT shall perform Services so as to complete each milestone within the number of months specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and AUTHORITY so long as all Services are completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones No. of Months	Completion From NTP
1. Task 1	3 months
2. Task 2	12 months
3. Task 3	24 months

## COMPENSATION

The AUTHORITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule set forth below up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of Services as outlined and budgeted below. The AUTHORITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Multi-Year Planning)	\$6,000
Task 2 (Year 1 Multi-Touch Campaign & Two Mini-Campaigns)	\$44,000
Task 3 (Year 2 Multi-Touch Campaign & Quarterly Mini-Campaigns)	\$50,000
<b>Total Basic Services</b>	<b>\$100,000</b>
Additional Services (Not to Exceed)	\$25,000
<b>Maximum Total Compensation</b>	<b>\$125,000</b>

**BILLING RATES**

These Professional Billing Rates apply for services conducted by CONSULTANT personnel.

<b>Personnel</b>	<b>Hourly Rate (\$)</b>
Lisa Duba	\$150
Kas Neteler	\$150
Nancy Roberts	\$150
Myer Venzon	\$135
Stefanie Pruegel	\$150
Laura-Lee Love	\$125
Peter Mach	\$135
Tekla Balukas	\$95
Dennis Uyat	\$95
Danielle Lehman, Boxer + Mutt	\$175
Lisa Abboud	\$165
Mischa Hedges	\$160

EXHIBIT B

**SAMPLE INVOICE**

INVOICE

Your Company Name  
 Address  
 City State Zip  
 Phone Number

Date:  
 Project Number:  
 Invoice Number:

RethinkWaste  
 Attn: **Project Manager**  
 610 Elm Street, Suite 202  
 San Carlos, CA 94070

SBWMA Project: **Project Title**  
 Invoice for Professional Services from 1/1/23 to 1/31/23

TASK 1 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	1.5	\$200.00	\$300.00
Jane Smith	1.0	\$100.00	\$100.00
<b>TOTALS:</b>	<b>2.0</b>		<b>\$400.00</b>

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
<b>TOTALS:</b>	<b>3.0</b>		<b>\$600.00</b>

TOTAL THIS TASK: \$600.00

**TOTAL THIS INVOICE \$1,000.00**

**BILLING LIMITS:**

Total Contract Amount		\$10,000.00
Prior Invoices	0%	\$0.00
Current Contract Balance	100%	\$10,000.00
<b>This Invoice</b>	<b>10%</b>	<b>\$1,000.00</b>
Contract Balance	90%	\$9,000.00

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Trans Bay Insurance</b> 2161 San Pablo Ave Pinole, CA 94564 License #: 0188680	CONTACT NAME: <b>Jacquelyn Rios</b>	FAX (A/C, No): <b>(510)724-8041</b>	
	PHONE (A/C, No, Ext): <b>(510)724-1200</b>	E-MAIL ADDRESS: <b>jacquelyn@transbay.com</b>	
INSURED <b>GIGANTIC IDEA STUDIO</b> 580 2ND ST STE 230 OAKLAND, CA 94607-3546	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Benchmark Ins Group</b>		<b>41394</b>
	INSURER B: <b>State Compensation Insurance Fund</b>		<b>35076</b>
	INSURER C: <b>Mount Vernon Fire</b>		<b>29522</b>
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00001023-669677 REVISION NUMBER: 107

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		61 SBA ID6414	09/21/2022	09/21/2023	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		61 SBA ID6414	09/21/2022	09/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Each occurrence \$ <b>1000000</b>
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	1835339-2022	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ <b>1,000,000</b> E L DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E L DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	Errors & Omissions		SP1559648G-44965137	05/21/2022	05/21/2023	Occurrence Based <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is named as additional insured per attached endorsements as required by written contract. Primary Wording and Waiver of Subrogation apply to the general liability as required by written contract. 10 day notice of cancellation for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

South Bayside Waste Management Authority (SBWMA)  
610 Elm Street Suite 202  
SAN CARLOS, CA 94070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JNR)

© 1988-2015 ACORD CORPORATION. All rights reserved.

## STAFF REPORT

---

**To:** SBWMA Board Members  
**From:** Julia Au, Sr. Outreach, Education and Compliance Manager  
**Date:** January 26, 2023 Board of Directors Meeting  
**Subject:** Resolution Approving the 2023-2024 Legislative and Regulatory Platform

---

### Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2023-13 attached hereto authorizing the approval of the 2023-2024 Legislative and Regulatory Platform.

### Summary

Adopting a legislative and regulatory platform of important topics for the SBWMA enables the agency's interests to be heard in Sacramento and statewide with a loud and preemptive voice, act more swiftly on pressing and emerging legislative and regulatory issues that need prompt action, as well as help the agency prioritize our legislative resources. The 2023-2024 Legislative and Regulatory Platform (Platform) language is purposefully broad enough so that issues of importance that are not currently conceived, which may unexpectedly arise that the agency and its members may need to contribute to during this California legislative session, can still be addressed in a promptly manner. This Platform will cover one California legislative session, which covers two calendar years.

### Analysis

The proposed Platform identifies 13 key topic areas of importance to the agency and our member agencies to guide the identification of critically relevant bills and regulatory action that need attention during the legislative session. The Platform ranks the topic areas with the most relevant, in terms of subject matter important to the agency and issues the agency will actively engage in, at the top. This document was developed by staff in conjunction with the agency's legislative and regulatory lobbyist firm, Environmental and Energy Consulting (EEC).

Each year, numerous bills are proposed for legislative consideration and many more industry-specific regulations are proposed for statutory implementation; therefore, bill and regulation identification and tracking are a critically important step in the process.

Based on the approved Platform, the Executive Director and staff will work with Legislative Committee Members, EEC, and partners to identify a list of industry-specific bills to track and to determine which bills to take a position on, alongside any potential co-sponsored legislation. To better meet the needs and time of the Board, Legislative Committee, staff and our lobbyists, the Platform will be updated every legislative session or every two years.

### Background

The SBWMA Board last approved a Legislative and Regulatory Platform for the 2021-2022 legislative session.

**Fiscal Impact**

There is no additional fiscal impact for development of this Legislative and Regulatory Platform.

**Attachments:**

Resolution 2023-13

Exhibit A – RethinkWaste 2023-2024 Legislative and Regulatory Platform

Attachment A – RethinkWaste 2023-2024 Legislative and Regulatory One Page for website and distribution



## RESOLUTION NO. 2023-13

### RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE APPROVAL OF THE 2023-2024 LEGISLATIVE AND REGULATORY PLATFORM

**WHEREAS**, the SBWMA's adopted mission is to serve as solid waste industry leaders in public health, safety and environmental stewardship by providing our ratepayers with innovative cost-effective zero waste programs and Member Agency climate action plan alignment through education, engagement, infrastructure, and policy development;

**WHEREAS**, the goals of the SBWMA and the environmental quality of life of our Member Agencies' community members are strongly served by the establishment of a legislative and regulatory platform on important issues; and

**WHEREAS**, the adoption of a legislative platform gives the SBWMA a strong, preemptive voice in on pressing and emerging legislative and regulatory issues and it allows staff to functionally work with agency partners and legislative and regulatory contacts to affect change that aligns with agency goals, principles and objectives; and

**NOW, THEREFORE BE IT RESOLVED** that the South Bayside Waste Management Authority hereby approves the 2023-2024 Legislative and Regulatory Platform.

**PASSED AND ADOPTED** by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of January, 2023, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				
Menlo Park									

I HEREBY CERTIFY that the foregoing Resolution No. 2023-13 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on January 26, 2023.

ATTEST:

\_\_\_\_\_  
Alicia Aguirre, Chairperson of SBWMA

\_\_\_\_\_  
Cyndi Urman, Clerk of the Board





# RethinkWaste 2023-2024

## Legislative & Regulatory Platform

## Executive Summary

A pre-approved biennial Legislative & Regulatory Platform provides RethinkWaste with a clear and concise guiding document from which to focus all targeted activities during each Legislative session to achieve agency goals, principles and objectives and best represent its interests. The platform is ranked in order of most important issues to the agency and issues to actively engage in and also includes how each will meet agency core values and goals. With Legislative Committee oversight, this platform, allows staff to strategically direct agency resources and marshal important external partnerships with nimble, yet highly effective urgency to deliver successful outcomes in the fast-paced and complex Sacramento legislative ecosystem.

The elements below provide the overarching direction for RethinkWaste's Legislative Committee and staff throughout the entire legislative session in the most time expeditious fashion. The Legislative & Regulatory Platform model is a longstanding tool that has been adopted by numerous governmental agencies, including the County of San Mateo, the City/County Association of Governments (C/CAG), most counties and major cities, transit districts and many special agencies. Upon Board approval, these are the 14 guiding principles that our agency will work diligently to advance during this legislative session:

### 1. **Plastics and Packaging Reduction**

Support legislation, regulations, and programs that provide a consistent approach to phasing out the sale and distribution of plastic products, materials, and packaging that cause significant land and ocean litter problems, and that are known to be carcinogenic.

This meets the agency's zero waste principle to "Pursue, in priority sequence, waste reduction, reuse, recycling, composting, and landfilling, inline with highest and best use of discarded products and packaging."

### 2. **Extended Producer Responsibility (EPR)**

Extended producer responsibility (EPR) or product stewardship is a strategy that shifts the responsibility for end-of-life management of a product or package to the manufacturer to finance the end-of-life management costs by incorporating it in the price of a product.

Support laws and regulations that require manufacturers to take responsibility for the end-of-life management of problematic (costly to handle, not easily recyclable, and toxic containing) products and packaging that shift costs away from local governments. Support efforts to implement and improve existing EPR regulations to include as well as support new EPR efforts for products, including but not limited to: batteries and solar panels. Support provisions that make EPR laws effective including minimum collection rates, progressively increasing collection targets and no local preemption clause.

This meets the agency's environmental objectives to "Advocate for and support product stewardship legislation and initiatives to ban non-recyclable materials."

### 3. **Battery Collection and Recycling Program Implementation**

Support and implement legislation, regulations, and programs that ensure the safe collection, management, and processing of Li-ion batteries to reduce the serious fire, health, and safety hazard

these batteries pose when improperly disposed of. This includes supporting collection programs related to loose Li-ion batteries and Li-ion batteries embedded in electronic products and zero-emission vehicles.

This meets the agency's environmental objective to "Reduce the toxicity and hazards of materials (especially batteries and plastics) that enter the solid waste system, and effectively manage such toxicity and hazards so that people, property, and the environment are protected."

#### **4. Organics and Waste Diversion**

Support the diversion of recyclables and organics from landfills through implementation of AB 939 (Chapter 809, Statutes of 1989); AB 341 (Chapter 476, Statutes of 2011); AB 1826 (Chapter 727, Statutes of 2014); and SB 1383 (Chapter 395, Statutes of 2016) and support regulations that are practical for local governments to implement. Support new legislative efforts to divert waste away from landfilling and toward recycling, composting, and anaerobic digestion to support the state's 75 percent solid waste diversion goal.

This meets the agency's zero waste principle to "Reduce and mitigate landfill and other facility impacts, such as by eliminating the disposal of recyclable and organic materials at landfills."

#### **5. Recycling and Organics Processing Infrastructure**

Support new or additional funding for expanded recycling and organics processing infrastructure which will be needed to fully implement AB 1826 and SB 1383. Support investment in expanded clean composting, anaerobic digestion, and recyclable materials manufacturing to support diversion, jobs, greenhouse gas (GHG) reduction and the green economy.

This meets the agency's economically sustainable materials management system objectives to "Duly consider cost structures, rate stability and predictability when developing and evaluating programs, policies and infrastructure, accounting for additional revenue and avoided cost when assessing Return on Investment" and "Develop collection and processing systems that are adaptable, flexible, scalable, and resilient." This also meets the agency's broad core value of delivering cost-effective resources for our member agencies.

#### **6. Diversion Funding**

Support new or additional funding sources for implementation of Countywide Integrated Waste Management Plan as well as local grants and funding for local government implementation of AB 939; AB 341; AB 1826; SB 1383 and other solid waste and waste diversion related laws that affect local governments. Support funding for CalRecycle to assist in the implementation of these laws and other efforts to divert organic and recyclable waste from landfill.

This meets the agency's economically sustainable materials management system objectives to "Duly consider cost structures, rate stability and predictability when developing and evaluating programs, policies and infrastructure, accounting for additional revenue and avoided cost when assessing Return on Investment" and "Develop collection and processing systems that are adaptable, flexible, scalable, and resilient." This also meets the agency's broad core value of delivering cost-effective resources for our member agencies.

## **7. Right to Repair**

Currently, manufacturers design products that are difficult or impossible to repair without damaging the product, often making consumers purchase buy new products and discard old ones. Support Right to Repair legislation that requires manufacturers to provide access to repair information and software, and also sell spare parts and any required tools on fair and reasonable terms to consumers.

This meets the agency's zero waste principle to "Support robust buy-recycled efforts and local economic development, using reused, repaired, or recycled items, where possible."

## **8. Food Waste Reduction and Recovery**

Support legislation to enable additional food rescue and recovery of edible food for human consumption, including expansion of good samaritan laws, increasing infrastructure, and support legislation that establishes funding for food recovery programs and develops policies for safe, but consistent food date labeling.

This meets the agency's zero waste principle to "Pursue, in priority sequence, waste reduction, reuse, recycling, composting, and landfilling, in line with highest and best use of discarded products and packaging."

## **9. Market and Economic Development**

Support legislation that promotes innovative economic development policies and programs that create green jobs and promote waste reduction. Support programs to improve California's Beverage Container Recycling Program ("Bottle bill"), including the long-term continuation and expansion of this program as well as ensuring Californians have convenient access to recycling centers. Support efforts to improve markets for compost and mulch and for recycled content products, including increasing recycled product purchasing. Support policies that develop new markets for recycled content materials and compost and policies that establish fees and funding streams for large volume or hard to recycle materials such as tires. Support legislation that promotes market development for wood and other construction and demolition materials.

This meets the agency's zero waste principles to "Support robust buy-recycled efforts and local economic development, using reused, repaired, or recycled items, where possible."

## **10. Toxics Reduction / Household Hazardous Waste (HHW)**

Support legislation that will reduce the amount of toxic chemicals released into our environment and that impact worker health. Oppose legislation that preempts or supersedes local control over household hazardous waste programs or supersedes local product stewardship/EPR ordinances and limits the role of manufacturers and producers in product stewardship programs. Oppose state legislation that weakens local ordinances without an adequately funded alternative.

This meets the agency's environmental objective to "Reduce the toxicity and hazards of materials (especially batteries and plastics) that enter the solid waste system, and effectively manage such toxicity and hazards so that people, property, and the environment are protected."

## 11. Healthy Soils

Support measures to advance the development and maintenance of healthy soils (which are expected to decline because of climate change) through the use of natural infrastructure. Support measures to increase use of compost and mulch as appropriate for new and expanded landscapes to improve soil quality and compost socks, blankets and berms as a means of flood and erosion control and soil improvement after fires.

This meets the agency's core values to conduct long-term planning for waste reduction, recycling programs and facility infrastructure and to develop materials management systems that are adaptable, flexible, scalable, and resilient.

## 12. Green Purchasing

Support laws to purchase products and services that reduce the impact on human health and the environment through their lifecycle when compared with competing products serving the same purpose.

This meets the agency's environmental objectives to "Recognize the importance of materials conservation, litter abatement, and embedded energy in developing priorities for waste reduction and recycling efforts" and "Advocate for and support product stewardship legislation and initiatives to ban non-recyclable materials."

## 13. Climate Adaption and Mitigation

Support legislation that funds and advances the use of natural vegetation to adapt to flooding, fire, and drought and reduce the impact that urban areas have on the environment. This includes promoting the appropriate use of compost berms, socks and blankets to control soil erosion after fires and to address flooding, as well as the use of native plants and natural landscapes for water conservation. Support measures to expand the use of compost and mulch as ways to improve climate resiliency locally and statewide. Support legislation to reduce organics and recyclables in the landfill as a measure to reduce greenhouse gases.

This meets the agency's environmental objectives to "Support demonstration projects that reduce or sequester carbon emissions" and "Eliminate greenhouse gas emissions associated with collection and transfer of materials."

# RethinkWaste's 2023-2024 Legislative and Regulatory Platform

RethinkWaste's Legislative and Regulatory Platform provides agency staff, lobbyists, and Legislative Committee members with a clear and concise guiding document from which to focus all targeted activities during each Legislative session to achieve agency goals, principles, and objectives and best represent its interests.

## 1 Plastics and Packaging Reduction

Support legislation, regulations, and programs that provide a consistent approach to phasing out the sale and distribution of plastic products, materials, and packaging that cause significant land and ocean litter problems, and that are known to be carcinogenic.



## 2 Extended Producer Responsibility

Support laws and regulations that require manufacturers to take responsibility for the end-of-life management of problematic products and packaging that shift costs away from local governments.

## 3 Battery Collection and Recycling Program Implementation

Support and implement legislation, regulations, and programs that ensure the safe collection, management, and processing of Li-ion batteries to reduce the serious fire, health, and safety hazard these batteries pose when improperly disposed of.



## 4 Organics and Waste Diversion

Support the diversion of recyclables and organics from landfills through implementation of AB 93; AB 341; AB 1826; and SB 1383 and support regulations that are practical for local governments to implement.

## 5 Recycling and Organics Processing Infrastructure

Support new or additional funding for expanded recycling and organics processing infrastructure which will be needed to fully implement AB 1826 and SB 1383.

## 6 Diversion Funding

Support new or additional funding sources for implementation of Countywide Integrated Waste Management Plan as well as local grants and funding for local government implementation of AB 939; AB 341; AB 1826; SB 1383 and other solid waste and waste diversion related laws that affect local governments. Support funding for CalRecycle to assist in the implementation of these laws and other efforts to divert organic and recyclable waste from landfill.

7

### Right to Repair

Support Right to Repair legislation that requires manufacturers to provide access to repair information and software, and also sell spare parts and any required tools on fair and reasonable terms to consumers.



8

### Food Waste Reduction and Recovery

Support legislation to enable additional food rescue and recovery of edible food for human consumption, including expansion of good samaritan laws, increasing infrastructure, and support legislation that establishes funding for food recovery programs and develops policies for safe, but consistent food date labeling.



9

### Market and Economic Development

Support legislation that promotes innovative economic development policies and programs that create green jobs and promote waste reduction. Support programs to improve California's Beverage Container Recycling Program and efforts to improve markets for compost and mulch and for recycled content products.

10

### Toxics Reduction / Household Hazardous Waste

Support legislation that will reduce the amount of toxic chemicals released into our environment and that impact worker health.

11

### Healthy Soils

Support measures to advance the development and maintenance of healthy soils (which are expected to decline because of climate change) through the use of natural infrastructure.



12

### Green Purchasing

Support laws to purchase products and services that reduce the impact on human health and the environment through their lifecycle when compared with competing products serving the same purpose.

13

### Climate Adaption and Mitigation

Support legislation that funds and advances the use of natural vegetation to adapt to flooding, fire, and drought and reduce the impact that urban areas have on the environment. Support legislation to reduce organics and recyclables in the landfill as a measure to reduce greenhouse gases.