



## Item No. 9 Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**THROUGH: GEORGE RODERICKS, CITY MANAGER**

**FROM: STEPHANIE B. DAVIS, AICP PRINCIPAL PLANNER**

**DATE: JULY 21, 2021**

**SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN MATEO FOR SENATE BILL 1383 EDIBLE FOOD RECOVERY MONITORING.**

### **RECOMMENDATION**

Approval of a Memorandum of Understanding (MOU) with the County of San Mateo for Senate Bill (SB) 1383 Edible Food Recovery Monitoring.

### **BACKGROUND**

Senate Bill (SB) 1383 is statewide effort to reduce emissions of short-lived climate pollutants. The SB 1383 regulations require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated) haulers, solid waste facilities, and local food banks and other food recovery organizations.

Specifically, the law sets the following targets:

- Reduce statewide disposal of organic waste by 50% by January 1, 2020 and by 75% by January 1, 2025 (based on 2014 levels).
- Rescue at least 20% of currently disposed of edible food for human consumption by 2025.
- SB 1383 regulations go into effect January 1, 2022.

CalRecycle is the state agency responsible for creating the regulatory standards for SB 1383. SB 1383 requires counties to take the lead collaborating with the jurisdictions located within the county in planning for the necessary organic waste recycling and food recovery capacity needed to divert organic waste from landfills into recycling activities and food recovery organizations. SB 1383 requires jurisdictions designating other entities to operate Edible Food Recovery Programs on their behalf to have such enforceable mechanisms in place.

## **ANALYSIS**

Beginning in 2018, the San Mateo County Office of Sustainability (OOS) began to research what would be required for all jurisdictions in San Mateo County to comply with SB 1383 and subsequently proposed that the County offer to run one program on behalf of all the jurisdictions. The County is required by the State to ensure that all the jurisdictions, most of which have very many generators, have complied with the analysis, infrastructure developments, and capacity planning, to recover the more than 36,000,000 pounds of edible food estimated being wasted in San Mateo County each year. The OOS determined that one countywide program, instead of twenty independent ones, would increase the likelihood that the maximum amount of edible food would be recovered and would produce an efficient economy of scale saving time and money in the long run. Countywide consensus for one, countywide unified program by all jurisdictions was agreed upon. The proposed OOS Edible Food Recovery program is a hybrid of two successful models—an expansion of the grocery rescue work that has been conducted by Second Harvest for forty years and ongoing commercial rubbish/recycling/composting collection services. Such program would be applicable to events at the Park, the private schools, and the Circus Club.

A Memorandum of Understanding (MOU) has been prepared by San Mateo County Counsel in consultation with counsels from all jurisdictions, including Atherton, outlines the specifics the OOS is offering to run on the Town's behalf, including a detailed scope of services.

The draft MOU included in Attachment 1 has been reviewed and deemed acceptable by Town Counsel. It is dated December 1, 2021 and would become effective January 1, 2022. Prior to the MOU becoming effective, staff will be presenting the Council an Edible Food Recovery Ordinance for adoption at a future meeting that is required to be adopted by each jurisdiction to implement the program as outlined in the MOU. Such Ordinance will be promulgated through the City Manager's Office working with the Town's new Sustainability Coordinator. An overview of SB 1383 regulations and next steps for County/City/Town implementation collaboration presented by the OOS is included for reference (Attachment 2).

## **POLICY FOCUS**

The purpose and applicability of the proposed MOU is found to be consistent with, and supportive of, the Town's adopted Climate Action Plan (CAP). Specifically, CAP Greenhouse Gas (GHG) reduction measures aimed to reduced solid waste including;

- *WC1. Set higher community waste diversion rate.*
- *WC3. Promotion of recycling/diversion of yard waste.*

## **FISCAL IMPACT**

The edible food recovery program implemented by the County will charge a fee to edible food generators required to comply with SB 1383 edible food recovery provisions.

## **PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town’s electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town’s electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials.

**COMMISSION/COMMITTEE FEEDBACK/REFERRAL**

This item  X  has or \_\_\_\_\_ has not been before a Town Committee or Commission.

- \_\_\_\_\_ Audit/Finance Committee (meets every other month)
- \_\_\_\_\_ Bicycle/Pedestrian Committee (meets as needed)
- \_\_\_\_\_ Civic Center Advisory Committee (meets as needed)
- \_\_\_\_\_ Environmental Programs Committee (meets every other month)
- \_\_\_\_\_ Park and Recreation Committee (meets each month)
- \_\_\_\_\_ Planning Commission (meets each month)
- \_\_\_\_\_ Rail Committee (meets every other month)
- \_\_\_\_\_ Transportation Committee (meets every other month)
- \_\_\_\_\_ Tree Committee (meets each month)

**ATTACHMENT**

1. MOU with the County of San Mateo for SB 1383 Edible Food Waste Recovery
2. OOS Countywide CA SB 1383 Presentation

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF ATHERTON AND COUNTY OF SAN MATEO FOR THE  
ESTABLISHMENT OF AN EDIBLE FOOD RECOVERY PROGRAM CONSISTENT  
WITH CALIFORNIA CODE OF REGULATIONS, TITLE 14, DIVISION 7, CHAPTER  
12 SHORT-LIVED CLIMATE POLLUTANTS**

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this 1<sup>st</sup> day of December 2021, by and between the County of San Mateo, hereinafter called "the County" and the "The Town of Atherton", hereinafter called "the Jurisdiction";

**W I T N E S S E T H:**

WHEREAS, the County's Board of Supervisors has enacted a Mandatory Organic Waste Disposal Reduction Ordinance as required by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants; and

WHEREAS, to promote consistency within jurisdictions throughout San Mateo County and leverage economies of scale, the County has offered to lead the creation of a County-wide Edible Food Recovery Program on behalf of the unincorporated areas of the county and all the jurisdictions in the county; and

WHEREAS, the Town of Atherton City Council adopted this Memorandum of Understanding on July 21, 2021 and authorizes the County to operate an Edible Food Recovery Program on behalf of and within the Jurisdiction.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Tasks to be Completed by the Jurisdiction**

- A. The County will create and coordinate the Edible Food Recovery program on behalf of the Town of Atherton if the Town of Atherton performs each of the following actions:
  - a) adopts and makes part of its municipal code an enforceable ordinance establishing an Edible Food Recovery program as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, including the specific provisions provided to the Town of Atherton by the County of San Mateo for edible food recovery definitions, requirements for Tier One and Tier Two Edible Food Generators, and requirements for Food Recovery Organizations and Food Recovery Services; and
  - b) enters into this Memorandum of Understanding; and
  - c) provides the County with a list and schedule of "large events" as defined by the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants occurring in the Jurisdiction; and

- d) after consultation with the County, is responsible for coordinating the required edible food recovery regulations for those “large events” occurring in the Town of Atherton; and
- e) authorizes, by ordinance, the County to enforce California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants in Section (a) above, and to incorporate such authorization to include, without limitation, the authority to inspect, investigate, hold hearings, issue citations, and/or assess administrative fines on behalf of the Town of Atherton as its Designee for Edible Food Recovery; and
- f) shall develop a method to accept written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant with the Edible Food Recovery requirements as required under the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, and direct all such complaints to the County; and
- g) acknowledges, by ordinance, that, notwithstanding this Memorandum of Understanding, the Town of Atherton is, as stated in California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants, ultimately responsible for compliance with the said Code.

**Note: Some County of San Mateo Jurisdictions are Member Agencies of the South Bayside Waste Management Authority (SBWMA), a joint powers agency located within San Mateo County that provides solid waste and recyclables processing services for its Members; nothing in this MOU precludes the SBWMA from assisting its Member Agencies with the Tasks described in this MOU.**

**2. Services to be Performed by the County**

- A. The County shall create and coordinate an Edible Food Recovery Program compliant with California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants on behalf of the Town of Atherton so long as this Memorandum of Understanding is in effect in its entirety.
- B. The County shall provide such services and activities for the Town of Atherton as described in Exhibit A, attached hereto and incorporated by reference herein.
- C. The County shall offer only to provide services relating directly to the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants Edible Food Recovery regulations with the exception of a yearly analysis to be conducted by the County to estimate the amount of Green House Gas (GHG) emissions reduction to be attributed to edible food recovery activities in the Town of Atherton for use in their climate action plans.
- D. The County shall provide the Town of Atherton with the information and data necessary for the Town of Atherton to make their required reports to CalRecycle.

- E. The County will not be obligated to provide services if modifications are made to the ordinance by the Town of Atherton, which omits existing provisions and/or reduces the impact of the ordinance in any way.

**3. Consideration**

The benefit of this MOU to the Town of Atherton is that it alleviates the need for staff, cost analysis, capacity assessment, expenditures for infrastructure, labor, administration, and record keeping for the edible food recovery activities in their jurisdiction.

The benefit of this MOU to both the County and the Town of Atherton is that this approach will create one uniform, standardized, and coordinated effort throughout the incorporated and unincorporated areas of San Mateo County.

**4. Relationship of Parties**

It is expressly understood that this is an agreement between two independent entities, the County and the Town of Atherton, and that no individual agency, employee, partnership, joint venture, or other relationship is established by this MOU. The intent by both the County and the Town of Atherton is to create an independent collaborative relationship.

**5. Hold Harmless**

- A. Except as provided in subsection b. below, the Town of Atherton shall indemnify and save harmless the County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Memorandum of Understanding, brought for, or on account of, any of the following:

- a) Injuries to or death of any person, including the Town of Atherton or its employees/officers/agents;
- b) Damage to any property of any kind whatsoever and to whomsoever belonging; or
- c) Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the County and/or its officers, agents, employees, or servants. However, the Town of Atherton’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Town of Atherton to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. With respect to coordinating, implementing, and/or enforcing the required edible food recovery regulations for those “Large Events” (as defined by the California Code of Regulations, Title 14, Division 7, Chapter 12) occurring in the Town of Atherton pursuant to section 1.A.d. above,

## ATTACHMENT 1

- a) The County shall indemnify, defend, and hold harmless the Town of Atherton and its officers, agents, employees, and servants against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, to the extent that they arise out of the negligence or willful misconduct of County staff arising out of coordinating, implementing, and/or enforcing the required edible food recovery regulations for those Large Events occurring in the Town of Atherton.
  - b) The Town of Atherton shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and servants against all damages, claims, liabilities, losses, and other expenses, including without limitation attorneys' fees and related costs, whether or not a lawsuit or other proceeding is filed, to the extent they arise out of the negligence or willful misconduct of Town of Atherton staff arising out of coordinating, implementing, and/or enforcing the required edible food recovery regulations for those Large Events occurring in the Town of Atherton.
- C. A party seeking indemnity and defense under this section shall provide the indemnifying and defending party with prompt notice of any claim and give control of its defense and settlement to the indemnifying and defending party. The party seeking indemnity and defense shall also cooperate in all reasonable respects with the indemnifying and defending party, its insurance company, and its legal counsel in its defense of such claim. The obligation to defend and indemnify pursuant to this section shall not cover any claim in which there is a failure to give the indemnifying and defending party prompt notice, but only to the extent that such lack of notice prejudices the defense of the claim. The indemnifying and defending party may not settle any potential suit hereunder without the other party's prior written approval, which will not to be unreasonably withheld, conditioned, or delayed. If a party who owes indemnity and defense under this section fails to promptly indemnify and defend a covered claim, the other party shall have the right to defend itself, and in such case, the party owning indemnity and defense shall promptly reimburse the other party for all of its associated costs and expenses.
- D. The obligations imposed by this section shall survive termination or expiration of the Memorandum of Understanding.

### **6. Amendment of MOU and Merger Clause**

This MOU, including the Exhibit attached hereto and incorporated herein by reference, constitutes the sole MOU of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the MOU conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this MOU, the provisions of this body of the MOU shall prevail. Any prior MOU, promises, negotiations, or representations between the parties not expressly stated in this

document are not binding. All subsequent modifications shall be in writing and will become effective when signed by both parties.

**7. Records**

The County shall maintain and preserve all records relating to this MOU in its possession and those of any third-party performing work related to this MOU for a period of five (5) years from the termination of this MOU.

**8. Assignability**

The County shall have the right to assign this MOU or any portion thereof to a third party or subcontract with a third party to perform any act required under this MOU without the prior written consent of the Jurisdiction.

**9. Notices**

Any written notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited with the United States Postal Service, postage prepaid, or when transmitted by email communication, addressed:

In the case of the County, to:

Carolyn Bloede, Director  
County of San Mateo Office of Sustainability  
455 County Center, 4th Floor  
Redwood City, CA 94065  
Email: cbloede@smcgov.org

In the case of the Town of Atherton, to:

George Rodericks, City Manager  
Town of Atherton  
80 Fair Oaks Lane  
Atherton, CA 94027  
Email: grodericks@ci.atherton.ca.us

**10. Controlling Law and Venue**

The validity of this MOU, the interpretation of its terms and conditions, and the performance of the parties hereto shall be governed by the laws of the State of California. Any action brought to enforce this action must be brought in the Superior Court of California in and for the County of San Mateo.

**11. Term and Termination**

Subject to compliance with the terms and conditions of the MOU, the term of this MOU shall commence on January 1, 2022 and shall automatically be renewed from year to year on the same terms and conditions. This MOU may be terminated without cause by the Town of Atherton or

## **ATTACHMENT 1**

the County's Director of Office of Sustainability or the Director's designee at any time upon thirty (30) days written notice to the other party.

**12. Authority**

The parties warrant that the signatories to the MOU have the authority to bind their respective entities.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

**Town of Atherton**

By: \_\_\_\_\_  
Carolyn Bloede  
Director, Office of Sustainability

By: \_\_\_\_\_  
George Rodericks  
City Manager

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

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

**EXHIBIT A - SCOPE OF ACTIVITIES**

The activity listed below relating to the County of San Mateo’s Edible Food Recovery Program will be conducted by the County and the Town of Atherton.

**I. Establishment**

1. The County will develop and coordinate a standardized and uniform San Mateo County-wide Edible Food Recovery Program consistent with and compliant to California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The program will operate within the Town of Atherton’s boundaries and replace the need for the Town of Atherton to create such a program on their own. This program will operate in the unincorporated areas of the county as well as all jurisdictions in the county agreeing to similar MOUs.

**II. Enforcement**

1. The County will conduct enforcement of the ordinance within the Town of Atherton using a complaint-based system consistent with the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants. The County will respond to complaints, investigate, and resolve reported issue(s).
2. The County will follow enforcement provisions detailed in the ordinance and described in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants.
3. The County will keep detailed records of enforcement in the Town of Atherton for a minimum of five (5) years.
4. The County will provide the necessary records to the Town of Atherton for the Town of Atherton required reporting about Edible Food Recovery work to CalRecycle.
5. The County will notify the Town of Atherton promptly about any related issues that arise that require the Town of Atherton’s assistance or to request the Town of Atherton lead in resolving the issue(s) related to noncompliance.
6. The Town of Atherton will work with the County on any related issues requiring jurisdictional assistance or lead in resolving the issue(s) related to complaints and/or noncompliance by any Tier 1 and Tier 2 Edible Food Generator or Food Recovery Organization and Service as defined in the California Code of Regulations, Title 14, Division 7, Chapter 12 Short-Lived Climate Pollutants and operating within the Jurisdiction’s boundaries.

Please read this comment!

ATTACHMENT 2



OFFICE OF  
SUSTAINABILITY  

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COUNTY OF SAN MATEO

Countywide CA SB 1383 Meeting  
2/2/2021

**2020**

**50 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE**  
(11.5 Million Tons Allowed Organic Waste Disposal)

**2022**

**SOME REGULATIONS BEGIN TO TAKE EFFECT**

**2025**

**75 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE**  
(5.7 Million Tons Allowed Organic Waste Disposal)

**2025**

**20 PERCENT INCREASE IN RECOVERY OF CURRENTLY DISPOSED EDIBLE FOOD**

# Categories of SB 1383 Regulation



**Organic Waste  
Collection**



**Edible Food  
Recovery**



**Procurement**



**Organic Waste Recycling  
Capacity Planning**

# Organic Waste Collection



- Provide all businesses residents with organics collection services
- Contamination Monitoring
- CalGreen and WELO
- Enforcement
- Record Keeping
- Requirement

# ORGANIC WASTE COLLECTION SERVICES



## Provide an SB 1383 Compliant Organic Waste Collection Program

- Different organic waste collections program options to choose from
- Compliant bin colors and labels
- Contamination monitoring/waste audits
- Regulate haulers and self-haulers



## Pass SB 1383 Enforcement Ordinance

- Require participation in SB 1383 compliant organic waste collection program
- Regulate haulers and self-haulers

# ORGANIC WASTE COLLECTION SERVICES



## Three-Container “source separated” Collection Service

- Organics prohibited from black container
- All organic waste segregated for collection and recycling



## Two-Container Collection Service

- One container for collection of segregated organic waste
- One container for collection of mixed waste (subject to 75% organic content recovery standard)



## One-Container Collection Service

- One container for collection of mixed waste (subject to 75% organic content recovery standard)

- Regulate Haulers and Self Haulers
- Collection waivers authorized for certain documented circumstances

# **PARTICIPATION/CONTAMINATION MONITORING & EDUCATION AND OUTREACH**

## **Annually Starting 2022 Jurisdictions must Conduct:**

- **Compliance Review**
  - Commercial Businesses that Generate  $\geq 2$  Cubic Yards/week
  - Verify Businesses are:
    - Subscribed to Service or Self-hauling
- **2 or 3 Container Collection Service: Route Reviews of Commercial/Residential Areas to Verify Service and Inspect for Contamination**
- **Annual Education and outreach**



# SB 1383 IN ACTION

## ENFORCEMENT REQUIREMENTS



**Monitor Compliance and Conduct Enforcement**

# JURISDICTION REQUIREMENTS

ATTACHMENT 2

## Ordinance 2022



Adopt an Ordinance  
(Enforceable  
Mechanism)  
Including  
Enforcement

## Compliance Monitoring & Education 2022-2024



Annual  
Compliance  
Reviews, Route  
Reviews,  
Inspections

Educate Violators

## Compliance Monitoring & Enforcement 2024



Annual Compliance  
Reviews  
Route Reviews,  
Inspections,  
Notice of Violations,  
Penalties for  
Violators

# WAIVERS FOR JURISDICTIONS



## Jurisdictions may ask for their organics collection program requirements to be waived if:

- The jurisdiction disposed less than 5,000 tons of solid waste per year

AND

- The jurisdiction has a total population of less than 7,500 people
- *Waivers do not absolve a jurisdiction from their edible food recovery, procurement, and some education and outreach requirements*

# Construction & Landscaping Requirements

ATTACHMENT 2



Recycling organic waste commingled with C&D debris, to meet CalGreen 65% requirement for C&D recycling in both residential and non-residential projects

Model Water Efficient Landscape Ordinance (MWELO) requirements for compost and mulch application.



# Edible Food Recovery



- Identify existing food recovery capacity
- Expand existing food recovery capacity
- Ensure commercial edible food generators have access to food recovery services
- Education and outreach
- Monitor tier 1 and 2 commercial edible food generators for compliance with their 1383 food recovery requirements

# Commercial Edible Food Generator Tiers

## Tier 1

By January 1, 2022



- Supermarket
- Grocery store (10,000+ sq. ft.)
- Food service provider
- Food distributor
- Wholesale food vendor

## Tier 2

By January 1, 2024



- Restaurant ( $\geq$  250 seats or 5,000 sq. ft.)
- Hotel with onsite food facility &  $\geq$  200 rooms
- Health facility with onsite food facility &  $\geq$  100 beds
- Large events and venues
- State agency with cafeteria ( $\geq$  250 seats or 5,000 sq. ft.)
- Local education agency with on-site food facility

# Jurisdiction Edible Food Recovery Requirements

**Establish Edible Food Recovery Program**



**Plan for Capacity and Expansion (if needed)**



**Enforceable Mechanisms and Monitor Compliance**



**Ensure Generators Have Access to Organizations/ Services**



**Provide Education**



**Report Program Information**



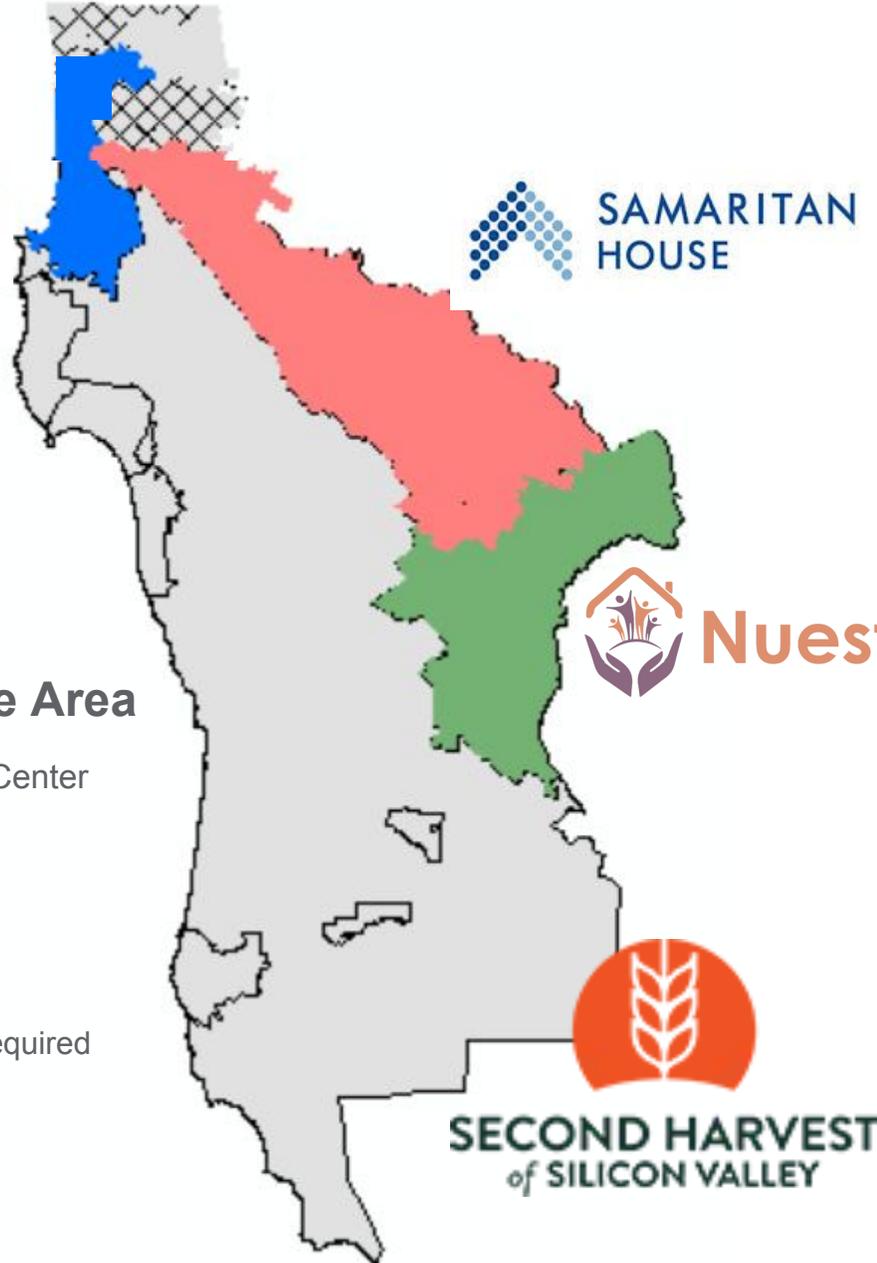
# OOS's Edible Food Recovery Approach

ATTACHMENT 2



## Approximate Service Area

-  Pacifica Resource Center
-  Samaritan House
-  Nuestra Casa
-  More Partnerships Required



- One program run by OOS on behalf of all jurisdictions
- Contracts with 4 different food recovery organizations
- Conducted a successful pilot program
- Over 700,000 lbs. of groceries rescued during initial pilot
- Inspections and complaint investigations managed by OOS
- One capacity planning report and implementation schedule on behalf of the entire County

# Next Steps: Food Recovery MOU and Ordinance

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF [NAME] AND COUNTY OF SAN MATEO FOR  
SB 1383 EDIBLE FOOD RECOVERY  
EDUCATION AND ENFORCEMENT ACTIVITIES**

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, hereinafter called "the County" and the "City of [Name]", hereinafter called "the City";

**WITNESSETH:**

WHEREAS, the County's Board of Supervisors repealed and replaced the existing County ordinance banning polystyrene disposable food service ware by food vendors (Municipal Code Chapter 4.107) with the Disposable Food Service Ware Ordinance (Ordinance) on February 25, 2020; and

WHEREAS, to promote consistency within jurisdictions throughout San Mateo County and leverage economies of scale, the County has offered to lead the education and enforcement efforts for the Ordinance in the incorporated cities of San Mateo County; and

WHEREAS, the City's City Council adopted the Ordinance on [date] and authorizes the County to provide education and enforcement services within the City's jurisdiction.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Tasks to be Completed by the City**

The County will offer to lead the education and enforcement efforts for the Ordinance if the City carries out each of the following:

- a) Adopt and make part of its municipal code:
  - i. The Ordinance in its entirety by reference; or
  - ii. An ordinance that contains each of the provisions of the Ordinance.
- b) Authorize, by ordinance, the County to enforce the municipal code adopted pursuant to Section (a) above, such authorization to include, without limitation, the authority to hold hearings, issue citations, or assess administrative fines on behalf of the City.
- c) Enter into a Memorandum of Understanding (this current document) with the County for enforcement within the City.

**2. Services to be Performed by the County**

A. The County shall provide education and enforcement services within the City's jurisdiction if the City's governing body adopts the County's Ordinance.

- Jurisdictions must have MOU in place by 1/1/2022
- Office of Sustainability is currently drafting the MOU
- Jurisdictions must incorporate food recovery requirements into their SB 1383 ordinance.

# Developing a Fee for Service Contract

Appendix 3: Grocery Rescue Donation Guidelines



**Grocery Rescue Donation Guidelines**

[www.shfb.org](http://www.shfb.org)

All food donations must be suitable for human consumption and staged indoors in food grade boxes. The following guidelines outline additional requirements by product category.

Meat, Poultry, Fish
<p><b>Acceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Product must be securely sealed in its original packaging, be dated appropriately, and have labeling intact</li> <li>Product must be frozen on or before the date on the package</li> <li>Product must be stored at 0° F or less while awaiting pickup</li> <li>Product must be staged in separate boxes by species and stacked accordingly (top to bottom):</li> </ul>
<p><b>Unacceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Product held above 41° F for more than two hours</li> <li>Product staged in non-food grade packaging or meat boxes with USDA logo</li> <li>Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier</li> <li>Product missing ingredient label and/or a date on the package</li> <li>Product with discoloration, severe freezer burn, and/or bulging packaging</li> <li>Multiple species staged in the same box</li> <li>Defrosted product</li> </ul>

Seafood
Pork
Beef
Poultry

Dairy & Eggs
<p><b>Acceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Product must be securely sealed in its original packaging, be dated appropriately, and have labeling intact</li> <li>Product must be donated no later than 7 days past the date on the package</li> <li>Refrigerated product must be stored at 41° F or less while awaiting pickup</li> <li>Frozen product must be stored at 0° F or less while awaiting pickup</li> </ul>
<p><b>Unacceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Product held above 41° F for more than two hours</li> <li>Product staged in non-food grade packaging or meat boxes with USDA logo</li> <li>Opened or damaged packaging resulting in leaking and/or the loss of the sanitary barrier</li> <li>Product with bad odor, discoloration, and/or bulging packaging</li> <li>Broken eggs</li> </ul>

Produce
<p><b>Acceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Product must be stored in a cool, dry, and clean area while awaiting pickup</li> <li>Highly perishable product, such as cut produce, must be stored at 41° F or less while awaiting pickup</li> </ul>
<p><b>Unacceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Highly perishable product held above 41° F for more than two hours</li> <li>Product staged in non-food grade packaging or meat boxes with USDA logo</li> <li>Opened or damaged packaged produce resulting in leaking and/or the loss of the sanitary barrier</li> <li>Significantly rotten, moldy, damaged, decayed, or overripe product</li> </ul>

Non-Food
<p><b>Acceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Product must be staged in separate boxes from food donations</li> </ul>
<p><b>Unacceptable Conditions</b></p> <ul style="list-style-type: none"> <li>Opened or damaged packaging resulting in leaking</li> </ul>

9

- SB 1383 requires generators to contract with food recovery organizations
- Food Recovery organizations in San Mateo County are using this to their advantage setting standards for food donations must meet and requiring a generators pay a fee for their food recovery service
- Generators can reduce costs by reducing their waste hauling costs and by taking advantage of food donation tax benefits

# How the Program Works: Generator Site

ATTACHMENT 2



# How the Program Works: Redistribution Site



# Initial Pilot Results



- Nearly 700,000 LBS of food recovered from 8 different sites
- Food distributed to 22 different sites
- Supported over 7000 residents with additional food resources

# Public Education & Outreach



**Cooking with Leah's PANTRY**  
*Learn how to prepare healthy meals and reduce food waste!*

October 3rd, 10th, and 17th  
6:00pm-7:30pm  
Jefferson High School  
(Culinary Room E-126)

Receive a FREE \$6 farmer's market voucher at each workshop!

Fresh Approach  
OFFICE OF SUSTAINABILITY  
COUNTY OF SAN MATEO

FOR REGISTRATION & MORE INFORMATION: Contact Anna at (415) 632-9071



# SNAP-Ed TOOLKIT

Obesity Prevention Interventions and Evaluation Framework

<https://snapedtoolkit.org/interventions/programs/food-smarts/>

# Procurement



- Procure recycled organic waste products
- Assure all purchased paper products are recycled and recyclable

# SB 1383 IN ACTION

## PROCUREMENT REQUIREMENTS



## RECYCLED-CONTENT PAPER PROCUREMENT

- Recycled content
- Recyclability



## PAPER PRODUCTS SUBJECT TO SB 1383 INCLUDE:

- Janitorial supplies
- Cartons
- Wrapping
- Packaging
- File folders
- Hanging Files
- Building insulation and panels
- Corrugated boxes
- Tissue
- Toweling
- Copy Paper
- Xerographic paper
- Watermark paper
- Cotton fiber paper
- Offset Paper
- Forms
- Computer printout paper
- Envelopes
- Book paper
- Notepads
- And more...

# SB 1383 IN ACTION

## PROCUREMENT REQUIREMENTS



### RECOVERED ORGANIC WASTE PRODUCT INCLUDE QUALIFYING:

- Compost
- Renewable gas for fuel, electricity, and heating
- Electricity from biomass conversion
- Mulch from specified solid waste facilities

# SB 1383 IN ACTION

## PROCUREMENT REQUIREMENTS



Jurisdiction	SB 1383 Recovered Organic Waste Product Procurement Requirement (tons)
San Mateo County Government (Unincorporated San Mateo County)	5318.64
Brisbane	370.64
Millbrae	1826.56
South San Francisco	5430.32
Atherton	562.48
Belmont	2145.04
Burlingame	2409.44
Colma	138.32
Daly City	8731.36
East Palo Alto	2463.52
Foster City	2642.64
Half Moon Bay	994.48
Hillsborough	913.44
Menlo Park	2820.32
Pacifica	3066.48
Portola Valley	368.56
Redwood City	6940.32
San Bruno	3636.32
San Carlos	2411.6
San Mateo	8246.96
Woodside	454.08
County Total	61859.52

# Collaborative Procurement Opportunities



- Exploring collaborative approaches

- Biogas through Peninsula Clean Energy



- Carbon farming along the coast

# RECORD KEEPING AND REPORTING



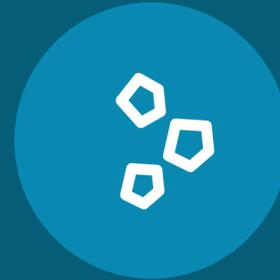
**Maintain Records and Report to CalRecycle**



Organic Collection Services



Hauler Program



Contamination Minimization



Waivers



Education & Outreach



Edible Food Recovery Program



Recycled Organic Waste Procurement



Recycled Paper Procurement



Commercial Edible Food Generators



Jurisdiction Inspection & Enforcement

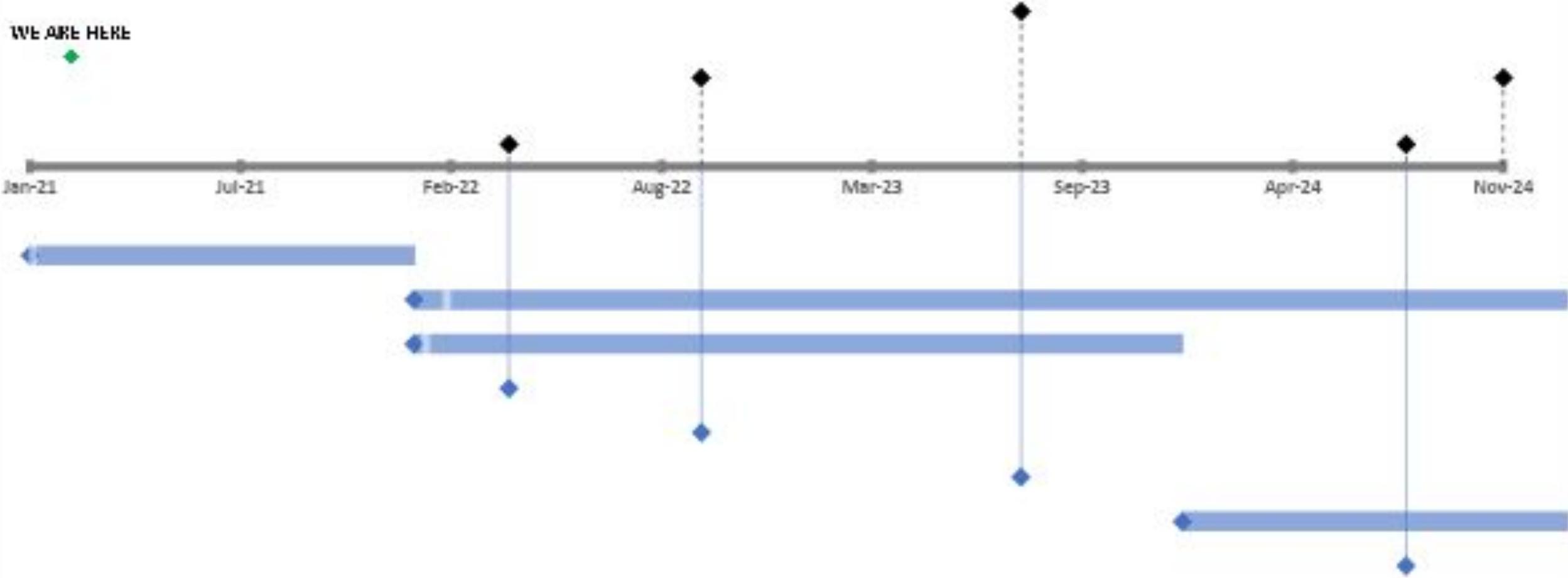
# Organic Waste Recycling Capacity Planning



- County must conduct organic waste recycling capacity study on behalf of and in coordination with jurisdictions
- Jurisdictions must submit implementation reports to CalRecycle if the County finds that the jurisdictions lacks organic waste recycling capacity.

# SB 1383 Implementation Timeline

WE ARE HERE



# Next Step For Collaboration with the County



- Prepare for a Food Recovery MOU from OOS.
- Keep an eye out for requests for your jurisdiction's organic waste recycling capacity from OOS
- Please answer OOS's SB 1383 survey.

# SB 1383 Resources

ATTACHMENT 2

## Upcoming Events

- CRRA SB 1383 Conference  
<https://www.crra.com/SB1383>
- CalRecycle Bay Area Regional Webinar 3/2/2022  
<https://protect-us.mimecast.com/s/QN4gC5ywRnFY0kE1s8yXwv>

## CalRecycle Resources

- CalRecycle SB 1383 Frequently Asked Questions  
<https://www.calrecycle.ca.gov/organics/slcp/faq>
- CalRecycle SB 1383 Model Tools and Case Studies  
<https://www.calrecycle.ca.gov/organics/slcp/education>

## Contact OOS Staff

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Questions?