



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

March 20, 2025

REGULAR MEETING

Closed Session begins at 8:30 a.m.

Regular Session begins at 9:00 a.m. or immediately following

Closed Session

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

Meeting will also streamed via Zoom:

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUIiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

March 20, 2025

REGULAR MEETING

Closed Session begins at 8:30 a.m.

Regular Session begins at 9:00 a.m. or immediately following Closed Session.

Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Agenda Notes	4
Item 6.1: Minutes of the February 20, 2025 Regular Meeting	5
Item 6.2: February, March, and April 2025 Outreach Calendar	8
Item 6.3: Zero Waste Sonoma FY 2023-24 Audit of Financial Statements	10
Item 6.4: Discussion and Possible Action on the Fiscal Year 2025-26 ZWS Final Budget	32
Item 7: FY 23/24 Work Plan Program Progress	44
Item 8: Repair Event and Reuse Education Program RFP Approval	77

Note: This packet is 97 pages total



Zero Waste Sonoma

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PUBLIC COMMENT:

Public Comment may be submitted via recorded voice message or email. Public comment may also be made by “raising your hand” using the Zoom platform.

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, March 19th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email leslie.lukacs@sonoma-county.org and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

COMMITMENT TO CIVILITY: The ZWS Board of Directors has a commitment to civility. To assure civility in its public meetings, the public is encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. Board Members, staff, and members of the public are expected to establish and maintain a cordial and respectful atmosphere during discussions; and foster meaningful dialogue free of personal attacks. Members of the public must also adhere to the speaking time limit. Any commenters in violation of civility standards will be disconnected.



Agenda

Item

1. Call to Order
2. **Closed Session**
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Sec. 54957)
Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Sec. 54957.6)
Agency designated representative: Agency Counsel
Unrepresented employee: Executive Director
3. Adjourn Closed Session / Call to Order Regular Meeting
4. Agenda Approval
5. Public Comments (items not on the agenda)

Consent (w/attachments)

- 6.1 Minutes of the February 20, 2025 Meeting
- 6.2 February, March, and April 2025 Outreach Calendar
- 6.3 Zero Waste Sonoma FY 2023-24 Audit of Financial Statements
- 6.4 Discussion and Possible Action on the Fiscal Year 2025-26 ZWS Final Budget

Regular Calendar

7. FY 23/24 Work Plan Program Progress Report [Cushwa]
8. Repair Event and Reuse Education Program RFP Approval [Pagal]
9. Boardmember Comments – NO ACTION
10. Executive Director Report – VERBAL REPORT
11. Staff Comments – NO ACTION
12. Next ZWS meeting: April 17, 2025
13. Adjourn Regular Meeting
14. Zero Waste Sonoma Introductory Training (Optional)

Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.



Regular Calendar: These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

Public Comments: Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency/Zero Waste Sonoma, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

Disabled Accommodation: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B240, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

Noticing: This notice is posted 72 hours prior to the meeting on the internet at www.zerowastesonoma.gov



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: March 20, 2025 Board Meeting Agenda Notes

Consent Calendar

These items include routine financial, informational and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 6.1 Minutes of the February 20, 2025 Meeting
- 6.2 February, March and April 2025 Outreach Calendar
- 6.3 FY 2023-24 Audit of Financial Statements
- 6.4 Discussion and Possible Action on the Fiscal Year 2025-26 ZWS Final Budget (Supermajority vote)

7. FY 23/24 Work Plan Program Progress Report

Staff has prepared annual reports tallying education/outreach conducted by staff and contractors, including English and Spanish Eco-Desk 565-DESK (3375), social media, and website activity. **No action is requested of the Board.**

8. Repair Event and Reuse Education Program RFP Approval

A repair event and reuse education RFP was approved in the FY 25-26 Work Plan at the January 16, 2025 board meeting and funding included in the draft budget at the February 20, 2025 board meeting. This is the first Repair Event and Reuse Education RFP that the Agency has brought forward for consideration from the Board. **Staff recommends the Board provide feedback on the draft RFP and approve the release the Request for Proposals with the attached scope of work.**



Minutes of the February 20, 2025 Meeting

Zero Waste Sonoma met on February 20, 2025, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

City of Cloverdale – Kevin Thompson
City of Cotati – Susan Harvey
City of Healdsburg – Larry Zimmer
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – Shawn Kara
City of Sebastopol – Phill Carter
City of Sonoma – Jack Ding
County of Sonoma – Trish Pisenti
Town of Windsor – JB Leep

Staff Present:

Executive Director: Leslie Lukacs
Counsel: Ethan Walsh
Staff: Xinci Tan, Katherine Cushwa, Courtney Scott, Sloane Pagal, Rajesh Jyothiswaran
Agency Clerk: Thora Collard

1. Call to Order Closed Session 9:00 a.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Sec. 54957)
Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Sec. 54957.6)
Agency designated representative: Agency Counsel
Unrepresented employee: Executive Director

2. Adjourn Closed Session at 10:15 a.m.

3. Call to Order Regular Meeting

Regular session was called to order at 10:23 a.m.
Introductions

4. Agenda Approval

5. Public Comments (items not on the agenda)

None

6. Consent (w/attachments)

- 6.1 Minutes of the January 16, 2025 Meeting
- 6.2 January, February, and March 2025 Outreach Calendar
- 6.3 Organics Reserve Budget Adjustment
- 6.4 ZWS FY 2024/25 Second Quarter Financial Report

February 20, 2025 – SCWMA Meeting Minutes

Board Comment:

None

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Cotati – Susan Harvey

Second: City of Rohnert Park – Emily Sanborn

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	AYE
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -10- NOES -0- ABSENT – 0 - ABSTAIN -0-

Motion passed.

Regular Calendar

7. Discussion and Possible Action on the Fiscal Year 2025-26 ZWS Draft Budget

Board Comments/Action Items:

- Do we have any concerns about the continuation of the Federal Grant funding in the new year
- Can you describe the membership totals?
- Are we going to operating within our budget goals or have to draw down from reserves?
- Will we meet our reserve goals?
- Do we have any recourse? It appears the delay is impacting our ability to earn interest on reserves.
- How will the current political climate impact our federal and state funding sources?

Public Comments: None

Motion: Move to approve

First: City of Cotati – Susan Harvey

Second: City of Healdsburg – Larry Zimmer

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE

City of Healdsburg AYE
City of Petaluma AYE
City of Rohnert Park AYE

City of Sonoma AYE
County of Sonoma AYE
Town of Windsor AYE

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-
Motion passed.

8. Boardmember Comments – NO ACTION

9. Executive Director Report – VERBAL REPORT

10. Staff Comments – NO ACTION

11. Next ZWS meeting: March 20, 2025

12. Adjourn: 10:57 am

Submitted by: Thora Collard



Agenda Item #: 6.2
 Agenda Date: 3/20/2025

ITEM: February, March, April 2025 Outreach Calendar

February 2025 OUTREACH

Start date	End date	Start time	End time	Event
2/4/25	2/4/25	4:00 PM	8:00 PM	HHW Collection Event (Cotati)
2/11/25	2/11/25	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
2/14/25	2/17/25	10:00 AM	9:00 PM	Cloverdale Citrus Fair
2/14/25	2/14/25	9:00 AM	5:00 PM	Solar Panel Collection Event
2/18/25	2/18/25	4:00 PM	8:00 PM	HHW Collection Event (Rincon Valley)
2/25/25	2/25/25	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
2/28/25	2/2/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)
2/28/25	2/28/25	9:00 AM	5:00 PM	Solar Panel Collection Event

March 2025 OUTREACH

Start date	End date	Start time	End time	Event
3/4/25	3/4/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
3/7/25	3/9/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Graton)
3/8/25	3/8/25	9:00 AM	5:00 PM	Mattress Collection Event (Graton)
3/11/25	3/11/25	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)
3/14/25	3/14/25	9:00 AM	5:00 PM	Solar Panel Collection Event
3/18/25	3/18/25	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
3/25/25	3/25/25	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
3/28/25	3/28/25	9:00 AM	5:00 PM	Solar Panel Collection Event
3/29/25	3/29/25	10:00 AM	2:00 PM	Climate Ready Cotati Fair (formerly Sustainability Fair)
3/29/25	3/29/25	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
3/29/25	3/29/25	10:00 AM	11:30 AM	Compost Giveaway (Santa Rosa)

April 2025 OUTREACH

Start date	End date	Start time	End time	Event
4/1/25	4/1/25	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
4/4/25	4/6/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)
4/5/25	4/5/25	9:00 AM	5:00 PM	Mattress Recycling Event (Sonoma)
4/8/25	4/8/25	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
4/12/25	4/13/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Monte Rio)
4/12/25	4/12/25	9:00 AM	5:00 PM	Mattress Collection Event (Monte Rio)
4/15/25	4/15/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
4/19/25	4/19/25	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
4/22/25	4/22/25	4:00 PM	8:00 PM	HHW Collection Event (Forestville)
4/26/25	4/26/25	12:00 PM	4:00 PM	Santa Rosa Earth Day
4/26/25	4/26/25	10:00 AM	3:00 PM	Safari West Earth Day
4/26/25	4/26/25	10:00 AM	2:00 PM	DEA Drug Take Back Day
4/29/25	4/29/25	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)



Agenda Item #: 6.3
Cost Center: All
Staff Contact: Collard
Agenda Date: 3/20/2025
Approved by: LL

ITEM: Zero Waste Sonoma FY 2023-24 Audit of Financial Statements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board accept the FY 2023-24 Financial Statements and Auditors' Report.

II. BACKGROUND

Zero Waste Sonoma conducts an independent audit annually in accordance with the requirement contained in the Joint Powers Authority Agreement and compliance with Government Code section 6505. Zero Waste Sonoma entered into an agreement with Pisenti and Brinker, now doing business as Kosmatka Donnelly & Co., LLP to audit the Agency's FY 2023-24 Financial Statements.

III. DISCUSSION

Kosmatka Donnelly & Co., LLP concluded that Zero Waste Sonoma's financial statements accurately reflect the Agency's financial position as of June 30, 2024, and its financial changes for the year, in accordance with generally accepted accounting principles in the United States. The audit comprises three sections; Independent Auditor's Report, Management's Discussion and Analysis, and Basic Financial Statements for the Fiscal Year Ended June 30, 2024.

IV. FUNDING IMPACT

The cost of the audit was \$24,720.

V. ATTACHMENTS

Financial Statements and Auditors' Report Year Ended June 30, 2024
Management Representation Letter

Sonoma County Waste Management Agency

**Independent Auditor’s Report, Management’s Discussion and Analysis,
and Basic Financial Statements
For the Fiscal Year Ended June 30, 2024**



**Sonoma County Waste Management Agency
Fiscal Year Ended June 30, 2024**

Table of Contents

	Page
Independent Auditor’s Report	1-2
Management’s Discussion and Analysis (Required Supplementary Information)	3-5
Basic Financial Statements:	
Statement of Net Position.....	6
Statement of Revenues, Expenses, and Changes in Net Position.....	7
Statement of Cash Flows.....	8
Notes to the Basic Financial Statements	9-15

Independent Auditor's Report

To the Board of Directors
Sonoma County Waste Management Agency

Opinion

We have audited the financial statements of the Sonoma County Waste Management Agency (the "Agency"), as of and for the year ended June 30, 2024, and the related notes to the basic financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying basic financial statements referred to above present fairly, in all material respects, the financial position of the Agency as of June 30, 2024, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



Pisenti & Brinker LLP has joined practices with Kosmatka, Donnelly & Co., LLP (dba, KDP Certified Public Accountants, LLP). The former Pisenti & Brinker LLP Partners are now Partners of KDP Certified Public Accountants, LLP (KDP). KDP Certified Public accountants, LLP is a licensed CPA firm that provides attest services to its clients. Pisenti & Brinker Management LLC provides professional tax and business consulting services to its clients. Pisenti & Brinker Management, LLC and KDP Certified Public Accountants, LLP practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations, and professional standards.

Independent Auditor's Report (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Kosmatka, Donnelly & Co., LLP

Santa Rosa, California
February 28, 2025

**Sonoma County Waste Management Agency
Management’s Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2024**

The Management’s Discussion and Analysis provides an overview and analysis of the Sonoma County Waste Management Agency (Zero Waste Sonoma) financial activities for the fiscal year ended June 30, 2024. We encourage readers to consider the information presented here in conjunction with Zero Waste Sonoma financial statements and the accompanying notes.

Financial Highlights

Zero Waste Sonoma net position, as of June 30, 2024, was \$12,792,246, an increase of \$1,853,159 in comparison with the prior year. Total revenues increased by \$1,910,605, and total expenses increased by \$1,335,828 over the prior fiscal year.

Zero Waste Sonoma total capital assets increased by \$3,041,696, primarily due to the purchase of land for a household waste facility site, from June 30, 2023 to June 30, 2024.

Overview of the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to Zero Waste Sonoma basic financial statements. Zero Waste Sonoma basic financial statements are comprised of two components: 1) basic financial statements and 2) notes to the basic financial statements.

Zero Waste Sonoma accounts for its financial activity utilizing fund accounting, specifically enterprise fund accounting, to ensure and demonstrate compliance with finance-related legal requirements. An enterprise fund is a proprietary fund type used to report activities for which a fee is charged to external customers for goods or services provided. The focus of an enterprise fund is the determination of operating income, changes in net position (or cost recovery), and cash flows.

All activities are presented in the following three basic financial statements:

- Statement of Net Position
- Statement of Revenues, Expenses, and Changes in Net Position
- Statement of Cash Flows

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

**Sonoma County Waste Management Agency
Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2024**

Financial Analysis

Net Position - Over time, changes in net position may indicate whether the financial position of Zero Waste Sonoma is improving or deteriorating. Net position increased to \$12,792,246 during the fiscal year ended June 30, 2024, a change of \$1,853,159 from the fiscal year ended June 30, 2023. A portion of Zero Waste Sonoma net position, \$3,041,696, reflects its investment in capital assets, net of accumulated depreciation and less any related outstanding debts used to acquire those assets. The remaining balance of unrestricted net position may be used to meet Zero Waste Sonoma ongoing obligations to citizens and creditors. The following table summarizes the statement of net position for the current and prior fiscal year end:

	June 30, 2024	June 30, 2023	Increase (Decrease)
Assets			
Current assets	\$ 13,254,107	\$ 12,711,467	\$ 542,640
Capital assets	3,041,696	-	3,041,696
Total assets	<u>16,295,803</u>	<u>12,711,467</u>	<u>3,584,336</u>
Liabilities			
Current liabilities	3,503,557	1,772,380	1,731,177
Total liabilities	<u>3,503,557</u>	<u>1,772,380</u>	<u>1,731,177</u>
Net position			
Net investment in capital assets	3,041,696	-	3,041,696
Unrestricted net position	9,750,550	10,939,087	(1,188,537)
Total net position	<u>\$ 12,792,246</u>	<u>\$ 10,939,087</u>	<u>\$ 1,853,159</u>

Change in Net Position - Total revenues for the fiscal year ended June 30, 2024 were \$13,969,169, an increase of \$1,910,605 compared to prior year. Operating revenues increased by \$1,431,723, primarily due to rate increases for tipping fees and surcharges. Nonoperating revenues increased by \$478,882 due to additional state grant revenue and investment income. Zero Waste Sonoma operating expenses were \$12,098,573, an increase of \$1,318,391, due to increased contract service costs and increased grant expenditures. Operating expenses were comprised of contract services, administration, and professional services. The following table summarizes the changes in net position for the current and prior fiscal year end:

	June 30, 2024	June 30, 2023	Increase (Decrease)
Revenues			
Operating revenues	\$ 12,005,995	\$ 10,574,272	\$ 1,431,723
Nonoperating revenues	1,963,174	1,484,292	478,882
Total revenues	<u>13,969,169</u>	<u>12,058,564</u>	<u>1,910,605</u>
Expenses			
Operating expenses	12,098,573	10,780,182	1,318,391
Nonoperating expenses	17,437	-	17,437
Total expenses	<u>12,116,010</u>	<u>10,780,182</u>	<u>1,335,828</u>
Increase in net position	1,853,159	1,278,382	574,777
Net position - beginning of the year	10,939,087	9,660,705	1,278,382
Net position - end of the year	<u>\$ 12,792,246</u>	<u>\$ 10,939,087</u>	<u>\$ 1,853,159</u>

**Sonoma County Waste Management Agency
Management’s Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2024**

Capital Assets

Zero Waste Sonoma investment in capital assets for its business-type activities as of June 30, 2024 was \$3,041,696. This investment in capital assets includes land and construction in progress.

Major capital asset events during the fiscal year ended June 30, 2024 included the purchase of land to be used as a future household waste facility site. The existing structures will be deconstructed, and the materials re-used to build a new household waste facility. Construction in progress is \$14,637 as of the fiscal year ended June 30, 2024. The following table summarizes Zero Waste Sonoma capital assets:

	Capital Assets (net of accumulated depreciation)		
	June 30, 2024	June 30, 2023	Increase (Decrease)
	<u> </u>	<u> </u>	<u> </u>
Land	\$ 3,027,059	\$ -	\$ 3,027,059
Construction in progress	14,637	-	14,637
Total capital assets	<u>\$ 3,041,696</u>	<u>-</u>	<u>\$ 3,041,696</u>

Economic Outlook

Zero Waste Sonomaste’s projected revenue is expected to cover expenditures for all planned future projects.

Request for Additional Information

This financial report is designed to provide our residents, taxpayers and creditors with a general overview of Zero Waste Sonoma finances and to demonstrate its accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to Sonoma County Waste Management Agency, 2300 County Center Drive Ste. B-100, Santa Rosa, CA 95403.

Respectfully submitted,

Leslie Lukacs
Executive Director

Sonoma County Waste Management Agency
Statement of Net Position
June 30, 2024

Assets

Current assets:

Cash and investments	\$ 9,995,927
Prepaid expenses	19,150
Due from state and federal	182,224
Due from other governments	3,056,806
Total current assets	13,254,107

Noncurrent assets:

Capital assets	
Non-depreciable:	
Land	3,027,059
Construction in progress	14,637
Total capital assets	3,041,696

Total assets	16,295,803
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Liabilities

Current liabilities:

Accounts payable	1,432,163
Due to state	7,660
Unearned revenues	2,063,734

Total liabilities	3,503,557
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Net position

Net investment in capital assets	3,041,696
Unrestricted	9,750,550

Total net position	\$ 12,792,246
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The notes to the basic financial statements are an integral part of this statement.

**Sonoma County Waste Management Agency
Statement of Revenues, Expenses, and Changes in Net Position
For the Fiscal Year Ended June 30, 2024**

Operating revenues	
Tipping fees and surcharges	\$ 11,667,331
Service agreements	338,664
<hr/>	
Total operating revenues	12,005,995
<hr/>	
Operating expenses	
Contract services	8,305,329
Administration	2,103,903
Professional services	1,689,341
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Total operating expenses	12,098,573
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Operating loss	(92,578)
<hr/>	
Non-operating revenues (expenses)	
State grant revenue	1,426,167
Federal grant revenue	26,192
Investment income	510,815
Grant distributions	(17,437)
<hr/>	
Total non-operating revenues, net	1,945,737
<hr/>	
Change in net position	1,853,159
Net position, beginning of year	10,939,087
<hr/>	
Net position, end of year	\$ 12,792,246

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Statement of Cash Flows
For the Fiscal Year Ended June 30, 2024

Cash flows from operating activities	
Cash received from customers	\$ 10,760,614
Payments to suppliers	(10,037,088)
Payments for services provided by County of Sonoma	(1,512,330)
<hr/>	
Net cash used in operating activities	(788,804)
<hr/>	
Cash flows from noncapital financing activities	
Noncapital grants received - state	2,822,829
Noncapital grants received - federal	26,192
<hr/>	
Net cash provided by noncapital financing activities	2,849,021
<hr/>	
Cash flows from capital and related financing activities	
Acquisition of capital assets	(3,041,696)
<hr/>	
Net cash used in capital and related financing activities	(3,041,696)
<hr/>	
Cash flows from investing activities	
Investment income	510,815
<hr/>	
Net cash provided by investing activities	510,815
<hr/>	
Net decrease in cash and investments	(470,664)
Cash and investments, beginning of year	10,466,591
<hr/>	
Cash and investments, end of year	\$ 9,995,927
<hr/>	
Reconciliation of operating loss to net cash used in operating activities	
Operating loss	\$ (92,578)
Adjustments to reconcile operating loss to net cash used in operating activities:	
Increase in prepaid expense	(7,272)
Increase in due from other governments	(1,245,381)
Increase in accounts payable and accrued liabilities	556,427
<hr/>	
Net cash used in operating activities	\$ (788,804)
<hr/>	

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024

1. Reporting Entity

The Sonoma County Waste Management Agency (Zero Waste) was formed in April 1992 by a joint exercise of powers agreement between the cities and towns of Sonoma County and the County of Sonoma (the County) to assist the cities and the County with the implementation of programs necessary to satisfy the requirements of the Assembly Bill (AB) 939, the Integrated Waste Management Act of 1989.

Zero Waste is governed by a ten-member board of directors, with one member from nine Sonoma County cities and towns and one from the County.

Zero Waste's education, diversion, and planning activities include a regional composting program, household hazardous waste collections, and countywide efforts towards waste reduction and recycling. Zero Waste's activities are funded through garbage disposal tonnage and surcharge fees, charges for services and grants. The County, through Zero Waste, tracks each load of yard and wood waste entering the county disposal system. A tonnage tipping fee is collected to pay for operating costs of the composting program. A surcharge on the solid waste tipping fee entering the county disposal system is used to fund the other activities, such as household hazardous waste, education, diversion, and planning.

2. Summary of Significant Accounting Policies

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting policies of Zero Waste conform to the accounting principles generally accepted in the United States of America as applicable to governmental units.

Zero Waste uses a proprietary (enterprise) fund to account for its activities. An enterprise fund may be used to report any activity for which a fee is charged to external users for goods or services. Enterprise funds are required for any activity whose principal external revenue sources meet any of the following criteria: (1) issued debt is backed solely by fees and charges, (2) the cost of providing services for any activity (including capital costs such as depreciation or debt service) must be legally recovered through fees or charges, or (3) if the government's policy is to establish activity fees or charges designed to recover the cost of providing services.

Zero Waste's financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. All assets and liabilities associated with the operation of Zero Waste are included on the statement of net position. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024

2. Summary of Significant Accounting Policies (continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Cash and Investments

Zero Waste Sonoma cash and investments are pooled with the County Treasurer (the Treasurer). The Treasurer also acts as a disbursing agent for Zero Waste Sonoma. The fair value of the investments in the pool is determined quarterly. Realized and unrealized gains or losses and interest earned on pooled investments are allocated quarterly to Zero Waste Sonoma based on its respective average daily balance for that quarter in the County Treasury Investment Pool (the Treasury Pool), an external investment pool.

In accordance with GASB Statement No. 31, "*Accounting and Financial Reporting for Certain Investments and External Investment Pools*" and GASB Statement No. 72, "*Fair Value Measurement and Application*", investments are stated at fair value in the statement of net position and the corresponding changes in the fair value of investments are recognized in the year in which the change occurred. Zero Waste Sonoma follows the practice of pooling cash and investments of all funds with the Treasurer. The fair value of investments is determined annually. Interest earned on pooled investments is allocated quarterly to the appropriate funds based on their respective average daily balance for that quarter.

For purposes of the statement of cash flows, Zero Waste Sonoma considers all pooled cash and investments as cash and cash equivalents because the Treasury Pool is used as a demand deposit account.

Capital Assets

Capital assets include land and construction in progress. Assets that are purchased or constructed are reported at historical cost or at estimated historical cost if actual historical cost is not available. Capital projects spanning multiple years are recorded as construction in progress. Donated capital assets are valued at their estimated fair market value on the date of donation.

Maintenance and repair costs are charged to operations when incurred. Improvements to existing assets that significantly increase performance, change capacities or extend useful lives are capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

Capital assets used in operations are depreciated using the straight-line method over the estimated useful life.

**Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024**

2. Summary of Significant Accounting Policies (continued)

Capital Assets (continued)

The capitalization thresholds and estimated useful lives for capital assets are as follows:

	Capitalization Threshold	Estimated Useful Life
Land	\$ -	N/A
Land improvements	100,000	15 to 50 years
Buildings and improvements:		
Buildings	100,000	50 years
Building improvements	100,000	15 to 20 years
Machinery and equipment	5,000	5 to 20 years
Infrastructure	100,000	25 to 75 years
Intangible assets:		
Computer software	100,000	3 to 10 years
Temporary easements	-	Life of easement
Permanent easements	-	N/A
Right-to-use lease asset	100,000	Shorter of lease term or useful life of underlying asset
Right-to-use software asset (SBITAs)	100,000	Shorter of subscription term or useful life of underlying IT assets
Construction in progress	Projects expected to exceed the capitalization threshold for the applicable asset class	N/A

Unearned Revenue

Unearned revenue represents amounts for which asset recognition criteria have been met but revenue recognition criteria have not been satisfied. Zero Waste Sonoma has three advance grants from the state of California: Oil Payment program, Local Assistance program, and Beverage Container program. Zero Waste Sonoma receives the money in advance before earning the grant revenue. The grant revenue is earned when activity is performed that meets the grant requirements.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024

2. Summary of Significant Accounting Policies (continued)

Net Position

Net position is presented in the following components:

- **Net investment in capital assets** (if any) - This component of net position consists of capital assets, net of accumulated depreciation and reduced by outstanding borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- **Restricted net position** (if any) - This component of net position consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of “investment in capital assets” or “restricted”.

When both restricted and unrestricted resources are available for use, it is Zero Waste Sonoma policy to use restricted resources first, then unrestricted resources as they are needed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

3. Cash and Investments

Zero Waste Sonoma follows the County's practice of pooling cash and investments with the Treasurer. The Investment Oversight Committee has regulatory oversight for all monies deposited into the Treasury Pool. The fair value of Zero Waste Sonoma investment in this pool is reported in the accompanying financial statements at amounts based upon Zero Waste Sonoma pro- rata share of the fair value provided by the Treasury Pool for the entire Treasury Pool portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on accounting records maintained by the Treasury Pool, which are recorded on an amortized cost basis.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024

3. Cash and Investments (continued)

Investment Guidelines

Zero Waste Sonoma pooled cash and investments are invested pursuant to investment policy guidelines established by the Treasurer and approved by the Board of Supervisors. The objectives of the policy are, in order of priority: safety of capital, liquidity and maximum rate of return. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code 53601, and the percentage of the portfolio that may be invested in certain instruments with longer terms to maturity. A copy of the Sonoma County Investment Policy is available upon request from the Treasurer at 585 Fiscal Drive, Suite 100, Santa Rosa, California 95403.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, one of the ways that the Treasurer manages Zero Waste Sonoma exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturing evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Treasury Pool does not have a rating provided by a nationally recognized statistical rating organization. It is the County's policy to purchase investments meeting rating requirements established by the California Government Code. The credit ratings of investments held and other information regarding the Treasury Pool for the fiscal year ended June 30, 2024 are disclosed in the County's Annual Comprehensive Financial Report.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Treasury Pool).

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024

3. Cash and Investments (continued)

Fair Value Measurements

Zero Waste categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Zero Waste Sonoma has a recurring fair value measurement for its investment in the Treasury Pool of \$143,752 as of June 30, 2024, which is valued using significant other observable inputs (Level 2).

4. Capital Assets

Capital asset activity for the fiscal year ended June 30, 2024 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets, not being depreciated:				
Land	\$ -	\$ 3,027,059	\$ -	\$ 3,027,059
Consturction in progress	-	14,637	-	14,637
Total capital assets, not being depreciated	<u>-</u>	<u>3,041,696</u>	<u>-</u>	<u>3,041,696</u>
Capital assets, being depreciated:				
Vehicles	43,459	-	-	43,459
Total capital assets, being depreciated	<u>43,459</u>	<u>-</u>	<u>-</u>	<u>43,459</u>
Less: accumulated depreciation				
Vehicles	(43,459)	-	-	(43,459)
Total accumulated depreciation	<u>(43,459)</u>	<u>-</u>	<u>-</u>	<u>(43,459)</u>
Total capital assets, being depreciated, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total capital asset, net	<u>\$ -</u>	<u>\$ 3,041,696</u>	<u>\$ -</u>	<u>\$ 3,041,696</u>

5. Risk Management

Zero Waste Sonoma is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. Zero Waste Sonoma has insurance coverage through Great American Insurance Group with the following limits and deductibles: \$5,000,000 limit per occurrence and \$0 deductible for general liability, personal injury, errors and omissions and automobile liability. Zero Waste Sonoma has a \$2,000,000 limit per occurrence and \$10,000 deductible for employment practices liability and a \$1,000,000 limit and \$0 deductible for property damage.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Year Ended June 30, 2024

6. Related Party Transactions

Zero Waste Sonoma staffing, occupancy, and support services are provided by employees of Sonoma County's Integrated Waste department. The County is a member of the Board of Directors. Zero Waste Sonoma appoints an executive director who is a County employee through an at-will agreement. Additional staffing is provided by the County through a contract with Zero Waste Sonoma. During the year ended June 30, 2024, expenses for these services totaled \$1,378,659.

7. Future Pronouncements

The GASB has released the following standards which may be implemented in future financial statements:

GASB Statement No. 101 - Compensated Absences

The objective of Statement No. 101, effective for fiscal year 2024-25, is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. This will be achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

GASB Statement No. 102 - Certain Risk Disclosures

The objective of Statement No. 102, effective for fiscal year 2024-25, is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints.

GASB Statement No. 103 – Financial Reporting Model Improvements

The objective of Statement No. 103, effective for fiscal year 2025-26, is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

The impact on the basic financial statements of Zero Waste Sonoma of these pronouncements which have not yet been adopted is unknown at this time.



February 28, 2025

Kosmatka Donnelly & Co., LLP
3562 Round Barn Circle, Suite 200
Santa Rosa, CA 95403

This representation letter is provided in connection with your audit of the *basic financial statements* of the Sonoma County Waste Management Agency (the “Agency”) as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether these financial statements present fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 28, 2025:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 18, 2024, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
- Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, as amended.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- Management has followed applicable laws and regulations in adopting, approving and amending budgets.
- Risk disclosures associated with deposit and investment securities and derivative transactions are presented in accordance with GASB requirements.
- Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance.
- We have reviewed the GASB Statements effective for the fiscal year ending June 30, 2024 and concluded the implementation of the following Statements did not have a material impact on the basic financial statements:
 - a. GASB Statement No. 100, *Accounting Changes and Error Corrections—an Amendment of GASB Statement No. 62*
- We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
- It is our responsibility to establish and maintain internal control over financial reporting. One of the components of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entities' financial statements communicated by employees, former employees, vendors, regulators, or others.

- We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.
- We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entities' related parties and all the related party relationships and transactions of which we are aware.
- We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Agency's ability to record, process, summarize and report financial data.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.

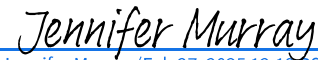
Required Supplementary Information

With respect to the required supplementary information accompanying the financial statements:

- a. We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
- b. We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- c. The methods of measurement or presentation have not changed from those used in the prior period.



Thora Collard, Administrative Manager



[Jennifer Murray \(Feb 27, 2025 12:19 PST\)](#)

Jennifer Murray, Sonoma County ACTTC's Office










Zero Waste Management Representation Letter

Final Audit Report

2025-02-27

Created:	2025-02-27
By:	Kathy Frech (Kathy.Frech@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATix1kcPcvDDGIXwnoO2UWgfm_bst1m2S

"Zero Waste Management Representation Letter" History

-  Document created by Kathy Frech (Kathy.Frech@sonoma-county.org)
2025-02-27 - 6:32:23 PM GMT- IP address: 209.77.204.154
-  Document emailed to jennifer.murray2@sonoma-county.org for signature
2025-02-27 - 6:34:01 PM GMT
-  Email viewed by jennifer.murray2@sonoma-county.org
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-  Signer jennifer.murray2@sonoma-county.org entered name at signing as Jennifer Murray
2025-02-27 - 8:18:59 PM GMT- IP address: 209.77.204.154
-  Document e-signed by Jennifer Murray (jennifer.murray2@sonoma-county.org)
Signature Date: 2025-02-27 - 8:19:01 PM GMT - Time Source: server- IP address: 209.77.204.154
-  Document emailed to Thora Collard (Thora.Collard@sonoma-county.org) for signature
2025-02-27 - 8:19:03 PM GMT
-  Email viewed by Thora Collard (Thora.Collard@sonoma-county.org)
2025-02-27 - 8:52:56 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Thora Collard (Thora.Collard@sonoma-county.org)
Signature Date: 2025-02-27 - 8:53:12 PM GMT - Time Source: server- IP address: 209.77.204.154
-  Agreement completed.
2025-02-27 - 8:53:12 PM GMT



Agenda Item #: 6.4
Cost Center: All
Staff Contact: Collard
Agenda Date: 3/20/2025
Approved By: LL

ITEM: Discussion and Possible Action on the Fiscal Year 2025-26 ZWS Final Budget

I. RECOMMENDED ACTION

Staff recommends the Board approve the FY 25-26 Zero Waste Sonoma Final Budget. As this item is a budget item, it requires a super-majority (8/10) vote for approval.

II. BACKGROUND

The FY 2025-26 Work Plan was approved at the January 16, 2025 Board meeting. The Work Plan serves as a key tool outlining contractor and staff costs for individual programs and planned projects for the upcoming fiscal year, marking the first step in the budget development process.

The Draft Budget which establishes funding guidelines and key parameters to align ZWS's annual budget with the County's budget, accounting, and audit processes was approved at the February 20, 2025 meeting. The final step is the Board's approval of the Final Budget which requires a supermajority vote.

III. DISCUSSION

The FY 25-26 Draft Budget is focused on maintaining core ZWS programs and is similar to the FY 24-25 Budget. Overhead administration costs (Executive Director, Administrative Manager, Agency Clerk and shared office expenses) are distributed across all programs based on a percentage split. Due to increased tonnage last year, staff does not recommend increases to the Agency surcharge or the Organics Tipping fee. Current rates allow ZWS to continue core programs and make a full contribution to the Debt Servicing Reserve Fund for the HHW facility.

Program items within the Draft Budget that have a change of \$10,000 and 5% has been explained in the Explanations and Details sections of the FY 25-26 Draft Budget.

ZWS is funded through a combination of tipping fees, surcharges, and grants. The Draft Budget projects annual tonnage to estimate revenue from tipping fees and the agency surcharge. Historically, tonnage has steadily increased over the years, though ZWS experienced two consecutive years of decline prior to the 23 - 24 fiscal year. However, last year saw a rebound, with an 8% increase in solid waste tonnage, a 7% increase in organics, and a 3% increase in food waste. To ensure a more balanced and reliable forecast, this year's tonnage projection is based on a ten-year average.

Revenue

- Notable changes in revenue are a decrease in grant funding (federal and state). Two state funded grants will be completed in FY 24/25 and our one federal grant will be in its final year of funding.
- Interest in Pooled Cash has increased over the years and the budget is showing a more accurate accounting of this.
- Donations and Contributions is used to for revenue from recycled batteries, the Med Disposal Project, and the City of Petaluma’s Agency surcharge. There was a large increase in tonnage from City of Petaluma resulting in larger revenue.

Expenditures

- Advertising/Marketing – Beginning in FY 24/25, ZWS partnered with BayROC on a regional marketing campaign for waste reduction and education. This year, staff requests and increase to this program, as well as, an increase for stronger outreach for all programs.
- Hazardous Waste Disposal - In the past, ZWS has reimbursed Mendo Recycle for the Sonoma County residents who participate in their HHW disposal events. Mendo Recycle suspended their disposal events in 2023. Last year the Board approved ZWS hosting two special events for those residents. These events have been very well attended. The increase in costs reflect the actual costs, as opposed to estimates used in the prior budget.
- Other Professional Services – this account is for grant related expenditures. This budget line has decreased due to the completion of a number of grants.
- County Services - This account is overhead charges passed along to the Agency from SPI for infrastructure related costs (Human Resources, Fleet Services, ISD, Insurance, Facilities, etc.). Since last month’s meeting, staff was worked with SPI to reduce the amount of charges being passed through to ZWS.
- Special Department Expense - the Board approved the addition of a Technical Assistance Project for polystyrene/food ware outreach and education in the amount of \$50,000. The Board also approved increasing the Food Recovery Organization (FRO) mini-grant program to \$25,000 (a \$15,000 increase over last year).
- Acq-CIP-Bldg & Impr - With the Pruitt HHW facility in the design phase, the capital costs for the project are reflected here. This account reflects the expenses for the design team (COAR), the Project Management, and our consultant Larry Sweetser.

Conclusion

This budget reflects the changes needed to implement the programs outlined in the FY25/26 Work Plan. Between all funds, staff estimates a negative net cost (increase to the reserves) of (\$28,999) for the Fiscal Year. There is a proposed draw down to the Organics Reserves [\$7,878] and Contingency [\$126,416] fund balances for one-time contingency fund projects. This budget will allocate the Debt Servicing contribution to contract work for the project design and still maintain reserves for future financing. Staff believes it is a sensible budget which reflects the direction given to staff. Staff recommends the Board provide feedback on this budget with direction for staff to return at the March ZWS meeting for final approval.

IV. ATTACHMENTS

Final FY 2025-26 Budget
History and Fund Balance
Budget Resolution

Zero Waste Sonoma
FY 25-26 Final Budget Summary

	Organics 78111	H H W 78104	Ed & Outreach 78110	Organics Res. 78103	Contin. Res. 78109	Unfund Liab 78112	Debt Srv.R 78113	Total All Divisions	
REVENUES									
42358	State Other Funding	-	88,467	870,851	-	-		959,318	
42461	Federal Other Funding	150,000						150,000	
42601	County of Sonoma	7,909,510	2,866,316	981,088	-	-		11,756,915	
44002	Interest on Pooled Cash	-	15,100	-	29,289	134,000	16,000	238,389	
46029	Donations/Contributions	-	257,390	81,939	-	-		339,329	
47101	Transfers In - w/in Fund	-	-	-	-	-	900,000	900,000	
TOTAL REVENUES		8,059,510	3,227,273	1,933,878	29,289	134,000	16,000	944,000	14,343,950
EXPENDITURES									
51041	Insurance - Liability	11,723	2,294	2,670	-	-		16,687	
51071	Maintenance		10,000					10,000	
51201	Administration Services	586,496	250,764	639,936	9,056	94,199	91,407	1,671,858	
51205	Ad/Marketing Svc	25,000	26,000	14,500	-	-		65,500	
51206	Accounting/Auditing Service	18,903	3,685	4,288	1,000	1,000	1,000	30,876	
51207	Client Accounting Services	35,125	6,875	8,000	-	-		50,000	
51212	Legal Services	5,000	2,000	20,000	10,000	20,000		57,000	
51213	Engineer Services	-	-	-	-	-		-	
51214	Temp Services		-	-				-	
51225	Training Services	-	2,400	-	-	-		2,400	
51229	Hazardous Waste Disposal		57,000					57,000	
51241	Outside Printing			3,500				3,500	
51249	Other Professional Services	170,000	79,991	843,348	-	-		1,093,338	
51401	Rents / Leases - Equipment	2,200	431	501	-	-		3,132	
51421	Rents / Leases - Bldg/Land	3,381	21,662	5,020	-	-		30,063	
51507	Special Departmental Exp.		105,000					105,000	
51803	Other Contract Services	7,109,882	1,700,000	40,000	-	25,000		8,874,882	
51805	Sponsorships			11,500				11,500	
51901	Telecommunication Data L	1,112	1,063	15,750	-	-		17,925	
51902	Telecommunication Usage	24	24	1,185	-	-		1,233	
51904	ISD - Baseline Services	24,730	8,353	24,488	-	-		57,570	
51906	ISD - Supplemental Project	-	-	400	-	-		400	
51909	Telecommunication Wirele	927	2,101	8,400	-	-		11,428	
51911	Mail Services	250	100	500	-	-		850	
51915	ISD - Reprographics Service	-	-	-	-	-		-	
51916	County Services	31,397	6,145	7,151	-	-		44,693	
51919	EFS Charges	-	-	-	-	-		-	
51922	County Car Expense	2,810	550	640	-	-		4,000	
51923	Unclaimable County Car Ex	-	-	50				50	
52091	Memberships/Certification	13,070	11,260	33,616	-	-		57,946	
52111	Office Supplies	2,000	3,000	13,120	1,000	1,000		20,120	
52114	Freight/Postage	-		10,000				10,000	
52115	Subscriptions	6,780	1,327	1,544				9,651	
52118	Print Supplies (Zero Waste Gd)			17,400				17,400	
52162	Special Departmental Expe	1,405	275	172,320	-	119,000	-	293,000	
52163	Professional Development	7,000	13,100	25,720	-	-		45,820	
52191	Utilities Expense	-	2,945	-				2,945	
SUBTOTAL		8,059,216	2,318,344	1,925,547	21,056	260,199	1,000	92,407	12,677,769
OTHER CHARGES									
57011	Transfers Out - within a Fu	-	900,000	-	-	-		900,000	
57015	Transfers Out - All Others	-	-	-	-	-		-	
SUBTOTAL		-	900,000	-	-	-		900,000	
19831	Acq-CIP-Bldg & Impr						703,280	703,280	
TOTAL EXPENDITURES		8,059,216	3,218,344	1,925,547	21,056	260,199	1,000	795,687	14,281,049

FY 25-26 FINAL BUDGET
 ZERO WASTE SONOMA
 REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY
 Summary

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
42461 Federal Other Funding				26,192	258,500	108,500	150,000	(108,500)	-72%
42358 State Other Funding	323,080	570,367	840,126	(5,015)	0	0	0		
42360 State Grant Revenue			509,461		2,054,051	1,554,051	959,318	(1,094,733)	-114%
42601 County of Sonoma	8,962,064	9,632,164	10,111,042	11,692,798	11,644,790	11,644,790	11,756,915	112,125	1.0%
44002 Interest on Pooled Cash	65,394	50,563	159,793	108,389	108,389	108,389	238,389	130,000	55%
44050 Unrealized Gains and Losses	(45,119)	(320,191)	(31,614)	34,263	0	0	0	0	0%
46029 Donations/Contributions	202,950	234,302	285,339	284,049	284,049	284,049	339,329	55,279	16%
46050 Cancelled/Stale Dated Warrants	0	144	163	0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	7,287	86,336	99,328	(102,820)	0	0	0	0	0%
46203 PY Intergovmntl Rev - State				128,364			0	0	0%
46210 Refunds	0	0	0	0	0	0	0	0	0%
SUBTOTAL	9,515,657	10,253,685	11,973,637	12,140,028	14,349,779	13,699,779	14,443,950	1,303,922	10%
47101 Transfers In - Within a Fund	0	0	745,000	903,981	903,981	903,981	900,000	(3,981)	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	745,000	903,981	903,981	903,981	900,000	(3,981)	0%
TOTAL REVENUES	9,515,657	10,253,685	12,718,637	13,044,009	15,253,760	14,603,760	14,343,950	(909,810)	-6%
EXPENDITURES									
51041 Insurance - Liability	11,632	12,562	13,229	14,447	14,742	16,314	16,687	1,945	12%
51071 Maintenance - Bldg	2,241	2,923	2,348	10,000	10,000	10,000	10,000	0	0%
51201 Administration Services	1,080,769	1,055,760	1,220,829	1,569,230	1,631,556	1,631,556	1,671,858	40,302	2%
51205 Advertising/Marketing Svc	8,651	15,174	4,443	25,250	45,000	45,000	65,500	20,500	31%
51206 Accounting/Auditing Services	18,800	17,000	0	28,939	24,120	24,120	30,876	6,756	22%
51207 Client Accounting Services	19,329	22,511	34,880	38,087	37,000	37,000	50,000	13,000	26%
51212 Outside Counsel-Legal Advice	46,676	22,186	19,087	55,434	52,000	52,000	57,000	5,000	9%
51214 Agency Extra/Temp Help	0	0	0	0	0	0	0	0	0%
51225 Training Services	783	900	0	1,600	1,600	1,600	2,400	800	33%
52119 Hazardous Waste Disposal	27,283	8,567	4,000	47,000	47,000	47,000	57,000	10,000	18%
51241 Outside Printing	0	727	4,948	3,500	3,500	30,000	3,500	0	0%
51249 Other Professional Services	266,259	481,622	1,349,186	2,030,784	2,280,092	1,630,092	1,093,338	(1,186,754)	-109%
51401 Rents and Leases - Equipment	2,812	2,568	3,163	2,933	3,132	3,132	3,132	0	0%
51421 Rents and Leases - Bldg/Land	4,815	6,435	12,712	22,888	23,047	23,047	30,063	7,017	23%
51507 Special Departmental Expense	43,413	117,043	77,025	105,000	105,000	105,000	105,000	0	0%
51801 Other Services	3,379	7,265	9,734	2,000	0	0	0	0	0%
51803 Other Contract Services	7,338,257	7,334,199	7,971,878	8,640,519	8,928,813	8,928,813	8,874,882	(53,930)	-1%
51805 County Sponsorships	0	3,935	4,700	5,000	5,000	5,000	11,500	6,500	57%
51901 Telecommunication Data Lines	7,948	7,989	7,337	13,609	13,662	13,662	17,925	4,263	24%
51902 Telecommunication Usage	1,134	1,256	1,198	1,217	1,233	1,365	1,233	0	0%
51903 Telecommunication Installation	0	1	0	0	0	0	0	0	0%
51904 ISD - Baseline Services	36,478	37,445	35,740	44,111	48,948	48,948	57,570	8,622	15%
51905 ISD - Improvement Projects	526	42	2,085	0	0	0	0	0	0%
51906 ISD - Supplemental Projects	150	0	0	400	400	0	400	0	0%
51907 ISD - Device Modernization	12,242	0	2,037	0	0	1,938	0	0	0%
51909 Telecommunication Wireless Svc	7,706	8,649	9,751	9,417	9,540	9,540	11,428	1,888	17%
51911 Mail Services	9	808	117	600	850	850	850	0	0%
51912 Records Services	0	1	0	0	0	0	0	0	0%
51916 County Services	32,285	31,196	7,204	54,855	54,911	54,911	44,693	(10,218)	-23%
51922 County Car Expense	1,936	(1,604)	1,364	3,178	692	692	4,000	3,308	83%
51923 Unclaimable County Car Expense	7	7	18	50	50	50	50	0	0%
52091 Memberships/Certifications	10,728	38,720	47,080	56,094	55,419	55,419	57,946	2,527	4%
52111 Office Supplies	2,579	17,090	14,677	16,820	18,420	18,420	20,120	1,700	8%
52114 Freight/Postage	11,063	3,037	1,733	10,000	10,000	15,000	10,000	0	0%
52115 Subscriptions (web)	4,920	7,263	5,547	6,790	9,051	9,051	9,651	600	6%
52118 Printing and Binding Supplies	1,542	5,311	11,228	12,400	12,400	12,400	17,400	5,000	29%
52162 Special Departmental Expense	7,281	134,069	26,362	224,100	225,500	225,500	293,000	67,500	23%
52163 Professional Development	1,039	12,088	37,650	39,781	43,220	43,220	45,820	2,600	6%
52191 Utilities	2,575	2,630	2,798	2,900	2,900	2,900	2,945	45	2%
53402 Depreciation Expense	8,692	8,692	5,167	0	0	0	0	0	0%
SUBTOTAL	9,025,941	9,426,067	10,951,258	13,098,934	13,718,797	13,103,539	12,677,769	(1,041,028)	-8%
57011 Transfers Out - Within a Fund	0	0	745,000	1,359,737	903,981	903,981	900,000	(3,981)	0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	745,000	1,359,737	903,981	903,981	900,000	(3,981)	0%
19831 Acq-CIP-Bldg & Impr					1,365,802	437,000	703,280	(662,522)	-94%
TOTAL EXPENDITURES	9,025,941	9,426,067	11,696,258	14,458,671	14,622,778	14,444,520	14,281,049	(1,045,009)	-7%
NET COST	(489,716)	(827,618)	(1,022,379)	1,414,663	(630,982)	(159,240)	(62,901)		
ROUNDING ERROR				2	2		2		
FUND BALANCE									
Beginning Fund Balance	8,576,817	9,111,419	9,689,480	10,939,086		9,750,550	9,909,790		
Ending Fund Balance	9,111,419	9,689,480	10,939,086	9,750,550		9,909,790	9,972,691		

FY 25-26 FINAL BUDGET
ZERO WASTE SONOMA
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Organics 78111

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
42461 Federal Other Funding				26,192	258,500	108,500	150,000	(108,500)	-72%
42601 County of Sonoma	6,658,704	7,004,421	6,937,009	7,934,341	7,886,333	7,886,333	7,909,510	23,178	0%
42358 State Other Funding	0	347,929	60,926	(5,015)			0	0	0%
42360 State Grant Revenue			147,156				0	0	0%
44002 Interest on Pooled Cash	0	0		0	0	0	0	0	0%
44050 Unrealized Gains and Losses	920	(50,354)	(7,118)	34,263	0	0	0	0	0%
46029 Donations/Contributions	0	0		0	0	0	0	0	0%
46210 Refunds	0	0		0	0	0	0	0	0%
46200 PY Revenue - Miscellaneous	870	67,569	(64,033)	(102,820)	0	0	0	0	0%
SUBTOTAL	6,660,494	7,369,565	7,073,940	7,886,961	8,144,833	7,994,833	8,059,510	(85,322)	-1%
47101 OT-Within Enterprise	0	65,000	0	0	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	65,000	0	0	0	0	0	0	0%
TOTAL REVENUES	6,660,494	7,434,565	7,073,940	7,886,961	8,144,833	7,994,833	8,059,510	(85,322)	-1%
EXPENDITURES									
51041 Insurance - Liability	1,338	8,542	8,995	10,025	10,319	11,369	11,723	1,403	12%
51201 Administration Services	176,754	357,149	346,909	395,307	457,633	457,633	586,496	128,863	22%
51205 Advertising/Marketing Svc	0	0	0	5,250	25,000	25,000	25,000	0	0%
51206 Accounting/Auditing Services	6,000	10,200	0	18,903	14,084	14,084	18,903	4,819	25%
51207 Client Accounting Services	2,223	15,308	23,718	26,987	25,900	25,900	35,125	9,225	26%
51212 Outside Counsel-Legal Advice	12,887	5,555	308	8,434	5,000	5,000	5,000	0	0%
51241 Outside Printing			2,295	1,659		0	0	0	
51249 Other Professional Services	0	282,706	100,738	29,192	278,500	128,500	170,000	(108,500)	-64%
51401 Rents and Leases - Equipment	323	1,746	2,151	1,994	2,192	2,192	2,200	8	0%
51421 Rents and Leases - Bldg/Land	373	2,679	2,500	2,849	3,008	3,008	3,381	374	11%
51801 Other Services	2,036	0		29,053	0	0	0	0	0%
51803 Other Contract Services	6,071,239	6,026,176	6,654,907	6,947,782	7,236,076	7,236,076	7,109,882	(126,193)	-2%
51805 County Sponsorships			450		0	0	0	0	0%
51901 Telecommunication Data Lines	1,956	1,630	978	1,027	1,080	1,080	1,112	32	3%
51902 Telecommunication Usage	17	57	3	8	24	24	24	0	0%
51903 Telecommunication Installation	0	0	0	0	0	0	0	0	0%
51904 ISD - Baseline Services	13,678	21,320	11,483	19,497	24,334	24,334	24,730	396	2%
51906 ISD - Supplemental Projects						0		0	0%
51907 ISD - Device Modernization	7,573	0	0	0	0	0	0	0	0%
51909 Telecommunication Wireless Svc	0	0	996	777	900	900	927	27	3%
51911 Mail Services	0	0	20	0	250	250	250	0	0%
51916 County Services	4,276	17,400	1,182	32,290	32,347	32,347	31,397	(950)	-3%
51922 County Car Expense	223	3,848	831	2,970	484	484	2,810	2,326	83%
52091 Memberships/Certifications	805	12,065	11,925	13,245	12,570	12,570	13,070	500	4%
52111 Office Supplies	695	11,593	17	400	2,000	2,000	2,000	0	0%
52114 Freight/Postage	10,134	0	0	0	0	0	0	0	0%
52115 Subscriptions (Web)	0	0	3,772	4,075	6,336	6,336	6,780	444	7%
52162 Special Departmental Expense	0	0	0	0	1,400	1,400	1,405	5	0%
52163 Professional Development	0	2,666	5,252	1,061	4,500	4,500	7,000	2,500	36%
52191 Utilites	0	0	0	0	0	0	0	0	0%
SUBTOTAL	6,312,528	6,780,639	7,179,429	7,552,786	8,143,937	7,994,986	8,059,216	(84,721)	-1%
57011 Transfers Out - Within a Fund	0	0	0	455,756	0	0	0	0	0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	455,756	0	0	0	0	0%
TOTAL EXPENDITURES	6,312,528	6,780,639	7,179,429	8,008,542	8,143,937	7,994,986	8,059,216	(84,721)	-1%
NET COST	(347,966)	(653,926)	105,489	121,581	(896)	154	(295)		
FUND BALANCE									
Beginning Fund Balance	1,452,606	1,799,299	2,454,498	2,349,008		2,227,427	2,227,273	1,981,311	(246,257)
Ending Fund Balance	1,799,299	2,454,498	2,349,008	2,227,427		2,227,273	2,227,568		

FY 25-26 FINAL BUDGET
ZERO WASTE SONOMA
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Household Hazardous Waste 78104

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
42358 State Other Funding	133,234	82,563	98,300	52,872		0			
42360 State Grant Revenue			0	84,988	117,472	117,472	88,467	(29,005)	-33%
42601 County of Sonoma	1,785,104	2,036,501	2,388,460	2,809,075	2,781,258	2,781,258	2,866,316	85,058	3%
44002 Interest on Pooled Cash	16,052	9,788	15,113	38,034	15,100	15,100	15,100	0	0%
44050 Unrealized Gains and Losses	(11,949)	(32,692)	(25,044)	38,597	0	0	0	0	0%
46029 Donations/Contributions	161,389	185,416	218,878	240,830	214,617	214,617	257,390	42,773	17%
46050 Cancelled/Stale Dated Warrants	0	0			0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	5,198	18,767	127,057		0	0	0	0	0%
46210 Refunds	0	0	0		0	0	0	0	0%
SUBTOTAL	2,089,028	2,300,343	2,822,764	3,264,396	3,128,447	3,128,447	3,227,273	98,826	3%
47101 Transfers In - Within a Fund	0	0	0		0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0	0%
TOTAL REVENUES	2,089,028	2,300,343	2,822,764	3,264,396	3,128,447	3,128,447	3,227,273	98,826	3%
EXPENDITURES									
51041 Insurance - Liability	7,677	2,261	1,984	2,211	1,916	2,106	2,294	378	16%
51071 Maintenance - Bldg	2,241	2,923	2,348	874	10,000	10,000	10,000	0	0%
51201 Administration Services	447,426	263,402	299,866	321,833	267,118	267,118	250,764	(16,354)	-7%
51205 Advertising/Marketing Svc	8,136	15,051	4,346	9,175	17,500	17,500	26,000	8,500	33%
51206 Accounting/Auditing Services	7,000	2,700	0	4,171	2,616	2,616	3,685	1,069	29%
51207 Client Accounting Services	12,757	4,052	5,930	6,747	4,810	4,810	6,875	2,065	30%
51212 Outside Counsel - Legal Advice	1,887	3,536	2,339	1,653	2,000	2,000	2,000	0	0%
51214 Agency Extra/Temp Help	0	0	0		0	0	0	0	0%
51225 Training Services	533	900	0	694	1,600	1,600	2,400	800	33%
51229 Hazardous Waste Disposal	27,283	8,567	4,000	37,521	47,000	47,000	57,000	10,000	18%
51241 Outside Printing			318						
51249 Other Professional Services	115,600	63,367	92,822	129,100	85,709	85,709	79,991	(5,719)	-7%
51401 Rents and Leases - Equipment	1,856	359	474	440	407	407	431	23	5%
51421 Rents and Leases - Bldg/Land	1,753	3,047	6,206	6,633	15,559	15,559	21,662	6,103	28%
51507 Special Departmental Expense	43,413	117,043	77,025	114,452	105,000	105,000	105,000	0	0%
51801 Other Services	343	0	2,314	17,579	0	0	0	0	0%
51803 Other Contract Services	1,239,488	1,239,720	1,206,174	1,224,731	1,612,737	1,612,737	1,700,000	87,263	5%
51901 Telecommunication Data Lines	489	734	978	1,027	1,032	1,032	1,063	31	3%
51902 Telecommunication Usage	8	4	4	8	24	156	24	0	0%
51903 Telecom Installation									
51904 ISD - Baseline Services	18,443	8,589	5,583	7,112	8,046	8,046	8,353	306	4%
51906 ISD - Supplemental Projects								0	
51907 ISD - Device Modernization Pro	2,474	0	0		0	0	0	0	0%
51909 Telecommunication Wireless Svc	1,851	2,746	1,946	2,481	2,040	2,040	2,101	61	3%
51911 Mail Services	8	11	13	9	100	100	100	0	0%
51916 County Services	19,270	7,164	2,795	8,840	10,274	10,274	6,145	(4,129)	-67%
51922 County Car Expense	1,278	792	183	655	90	90	550	460	84%
52091 Memberships/Certifications	4,650	4,850	4,850	7,500	8,833	8,833	11,260	2,427	22%
52111 Office Supplies	139	1,305	1,083	2,030	2,500	2,500	3,000	500	17%
52115 Subscriptions (Web)	0	0	832	899	1,177	1,177	1,327	150	11%
52162 Special Departmental Expense	0	0	0		260	260	275	15	5%
52163 Professional Development	658	2,810	5,271	3,595	13,100	13,100	13,100	0	0%
52191 Utilities	2,575	2,630	2,798	2,781	2,900	2,900	2,945	45	2%
SUBTOTAL	1,969,238	1,758,562	1,732,484	1,914,751	2,224,348	2,224,670	2,318,344	93,996	4%
57011 Transfers Out - Within a Fund	0	1,679,427	745,000	1,198,296	903,981	903,981	900,000	(3,981)	0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	1,679,427	745,000	1,198,296	903,981	903,981	900,000	(3,981)	0%
TOTAL EXPENDITURES	1,969,238	3,437,989	2,477,484	3,113,047	3,128,329	3,128,651	3,218,344	90,015	3%
NET COST	(119,790)	1,137,646	(345,281)	(151,348)	(118)	204	(8,929)		
FUND BALANCE									
Beginning Fund Balance	1,652,088	1,334,976	634,232	979,513		1,130,861	1,130,657	561,718	(577,868)
Ending Fund Balance	1,334,976	634,232	979,513	1,130,861		1,130,657	1,139,586		

FY 25-26 FINAL BUDGET
ZERO WASTE SONOMA
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Education and Outreach 78110

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
42358 State Other Funding	189,847	139,876	680,899	1,105,530		0			
42360 State Grant Revenue			362,305	187,792	1,936,579	1,436,579	870,851	(1,065,728)	-122%
42601 County of Sonoma	518,256	591,242	785,573	923,915	977,199	977,199	981,088	3,889	0%
44002 Interest on Pooled Cash	0	0	0		0	0	0	0	0%
44050 Unrealized Gains and Losses	(4,313)	(13,238)	8,056	(16,419)	0	0	0	0	0%
46029 Donations/Contributions	41,560	48,885	66,461	73,343	69,433	69,433	81,939	12,506	15%
46050 Cancelled/Stale Dated Warrants	0	144	163	13	0	0	0	0	0%
46203 PY Intergovmntl Rev - State				128,364					
46200 Revenue Appl PY Misc Revenue	1,219	0	36,304	(1,066)	0		0	0	0%
SUBTOTAL	746,569	766,909	1,939,761	2,401,472	2,983,211	2,483,211	1,933,878	(1,049,333)	-54%
47101 Transfers In - Within a Fund	0	0	0	0	3,981	3,981	0	(3,981)	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	3,981	3,981	0	(3,981)	0%
TOTAL REVENUES	746,569	766,909	1,939,761	2,401,472	2,987,192	2,487,192	1,933,878	(1,053,314)	-54%
EXPENDITURES									
51041 Insurance - Liability	2,617	1,759	2,249	2,506	2,506	2,839	2,670	164	6%
51201 Administration Services	388,063	350,203	564,483	570,210	681,080	681,080	639,936	(41,144)	-6%
51205 Advertising/Marketing Svc	515	123	97	2,000	2,500	2,500	14,500	12,000	83%
51206 Accounting/Auditing Services	3,500	2,100	0	4,726	3,420	3,420	4,288	868	20%
51207 Client Accounting Services	4,349	3,152	5,232	5,953	6,290	6,290	8,000	1,710	21%
51212 Outside Counsel - Legal Advice	17,119	9,087	7,960	17,627	15,000	15,000	20,000	5,000	25%
51214 Agency Extra/Temp Help	0	0	0	0	0	0	0	0	0%
51225 Training Services	250	0	0	0	0	0	0	0	0%
51241 Outside Printing	0	727	2,335	1,551	3,500	30,000	3,500	0	0%
51249 Other Professional Services	150,659	135,549	1,155,626	1,495,715	1,915,883	1,415,883	843,348	(1,072,535)	-127%
51401 Rents and Leases - Equipment	633	462	538	498	532	532	501	(31)	-6%
51421 Rents and Leases - Bldg/Land	2,689	709	4,006	2,387	4,480	4,480	5,020	540	11%
51801 Other Services	1,000	0	524	8,327	0	0	0	0	0%
51803 Other Contract Services	2,785	30,000	37,443	45,000	35,000	35,000	40,000	5,000	13%
51805 County Sponsorships	0	3,935	4,250	7,580	5,000	5,000	11,500	6,500	57%
51901 Telecommunication Data Lines	5,503	5,625	5,380	5,647	11,550	11,550	15,750	4,200	27%
51902 Telecommunication Usage	1,110	1,194	1,192	1,188	1,185	1,185	1,185	0	0%
51903 Telecommunication Installation	0	0	0		0	0	0	0	0%
51904 ISD - Baseline Services	4,357	7,536	18,674	8,158	16,568	16,568	24,488	7,920	32%
51905 ISD - Improvement Projects	526	42	405	49	0	0	0	0	0%
51906 ISD - Supplemental Projects	150	0	0		400	0	400	0	0%
51907 ISD - Device Modernization	2,195	0	2,037	2,373	0	1,938	0	0	0%
51909 Telecommunication Wireless Svc	5,854	5,903	6,809	6,836	6,600	6,600	8,400	1,800	21%
51911 Mail Services	1	797	84	196	500	500	500	0	0%
51912 Records Services	0	0	0	25	0	0	0	0	0%
51916 County Services	8,065	6,085	2,626	9,338	11,695	11,695	7,151	(4,544)	-64%
51922 County Car Expense	436	(6,244)	350	743	118	118	640	522	82%
51923 Unclaimable County Car Expense	7	7	18	12	50	50	50	0	0%
52091 Memberships/Certifications	5,273	21,805	30,305	30,055	34,016	34,016	33,616	(400)	-1%
52111 Office Supplies	1,745	4,193	5,094	10,159	11,920	11,920	13,120	1,200	9%
52114 Freight/Postage	929	3,037	1,733		10,000	15,000	10,000	0	0%
52115 Subscriptions (web)	4,920	7,263	943	1,019	1,539	1,539	1,544	5	0%
52118 Printing and Binding Supplies	1,542	5,311	11,228	10,019	12,400	12,400	17,400	5,000	29%
52162 Special Departmental Expense	0	750	1,000	37,181	167,840	167,840	172,320	4,480	3%
52163 Professional Development	381	6,612	27,128	21,528	25,620	25,620	25,720	100	0%
52191 Utilities	0	0	0		0	0	0	0	0%
53502 Community Grants				17,437					
SUBTOTAL	617,173	607,720	1,899,749	2,326,040	2,987,191	2,520,562	1,925,547	(1,061,645)	-55%
57011 Transfers Out - Within a Fund	0	622,901	0	137,905	0	0	0	0	0%
SUBTOTAL	0	622,901	0	137,905	0	0	0	0	0%
TOTAL EXPENDITURES	617,173	1,230,621	1,899,749	2,463,945	2,987,191	2,520,562	1,925,547	(1,061,645)	-55%
NET COST	(129,396)	463,712	(40,012)	62,474	(0)	33,370	(8,331)		
FUND BALANCE									
Beginning Fund Balance	577,587	711,026	243,271	283,283		220,810	187,440	109,096	(86,675)
Ending Fund Balance	711,026	243,271	283,283	220,810		187,440	195,771		

FY 25-26 FINAL BUDGET ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY									
Organics Reserve 78103									
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
44002 Interest on Pooled Cash	29,306	22,769	68,579	134,922	29,289	29,289	29,289	0	0%
44050 Unrealized Gains and Losses	(13,968)	(77,618)	(477)	39,034	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0		0	0	0	0	0%
SUBTOTAL	15,339	(54,850)	68,102	173,956	29,289	29,289	29,289	0	0%
47101 Transfers In - Within a Fund	0	0	0	455,756	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	455,756	0	0	0	0	0%
TOTAL REVENUES	15,339	(54,850)	68,102	629,712	29,289	29,289	29,289	0	0%
EXPENDITURES									
51201 Administration Services	25,395	31,271	0	22,377	24,318	24,318	9,056	(15,263)	-169%
51206 Accounting/Auditing Services	1,000	1,000	0	1,000	1,000	1,000	1,000	0	0%
51207 Client Accounting Services								0	0%
51211 Legal Services								0	0%
51212 Outside Counsel - Legal Advice	13,181	4,009	0		10,000	10,000	10,000	0	0%
51249 Other Professional Services			0	35,335		0		0	0%
51801 Other Services	0	0	0	1,000		0		0	0%
51803 Other Contract Services	0	0	0			0		0	0%
51916 County Services	116	274	188		379	379	0	(379)	0%
52111 Office Supplies	0	0	0		1,000	1,000	1,000	0	0%
52162 Special Departmental Expense	0	0	0	24,336	0	0	0	0	0%
52163 Professional Development	0	0	0		0	0	0	0	0%
53610 Other Charges	0	0	0		0	0	0	0	0%
SUBTOTAL	39,692	36,554	188	84,048	36,697	36,697	21,056	(15,642)	-74%
57011 Transfers Out - Within a Fund	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	39,692	36,554	188	84,048	36,697	36,697	21,056	(15,642)	-74%
NET COST	24,353	91,403	(67,914)	(545,664)	7,409	7,409	(8,233)		
FUND BALANCE									
Beginning Fund Balance	2,289,031	2,277,971	2,173,275	2,241,189		2,786,854	2,779,445	1,981,311	(806,367)
Ending Fund Balance	2,277,971	2,173,275	2,241,189	2,786,854		2,779,445	2,787,678		

FY 25-26 FINAL BUDGET ZERO WASTE SONOMA REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY									
Contingency Reserve 78109									
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
44002 Interest on Pooled Cash	14,882	13,247	52,186	72,630	48,000	48,000	134,000	86,000	64%
44050 Unrealized Gains and Losses	(11,769)	(108,218)	3,876	83,534	0	0	0	0	0%
46029 Donations/Contributions	0	0	0	0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0	0	0	0	0	0%
SUBTOTAL	3,113	(94,971)	56,062	156,164	48,000	48,000	134,000	86,000	64%
47101 Transfers In - Within a Fund	0	1,988,858	0	591,201	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	1,988,858	0	591,201	0	0	0	0	0%
TOTAL REVENUES	3,113	1,893,887	56,062	747,365	48,000	48,000	134,000	86,000	64%
EXPENDITURES									
51201 Administration Services	43,133	53,736	9,571	68,932	201,407	201,407	94,199	(107,207)	-114%
51205 Advertising/Marketing Svc	0	0	0	0	0	0	0	0	0%
51206 Accounting/Auditing Services	1,300	1,000	0	1,000	1,000	1,000	1,000	0	0%
51212 Outside Counsel - Legal Advice	1,603	0	8,480	25,231	20,000	20,000	20,000	0	0%
51249 Other Professional Services	0	0	0	0	0	0	0	0	0%
51801 Other Services	0	7,265	6,896	1,000	0	0	0	0	0%
51803 Other Contract Services	24,745	38,303	73,354	87,816	45,000	45,000	25,000	(20,000)	-80%
51905 ISD - Improvement Projects			1,680						
51916 County Services	558	274	413	260	217	217	0	(217)	0%
52111 Office Supplies	0	0	8,482	762	1,000	1,000	1,000	0	0%
52162 Special Departmental Expense	7,281	133,319	25,362	51,381	56,000	56,000	119,000	63,000	53%
52163 Professional Development		0	0					0	0%
53402 Depreciation Expense	8,692	8,692	5,167						
SUBTOTAL	87,311	242,589	139,406	236,384	324,624	324,624	260,199	(64,424)	-25%
57011 Transfers Out - Within a Fund	0	496,530	0	0	0	0	0	0	0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	496,530	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	87,311	739,119	139,406	236,384	324,624	324,624	260,199	(64,424)	-25%
NET COST	84,197	(1,154,769)	83,344	(510,982)	276,624	276,624	126,199		
FUND BALANCE									
Beginning Fund Balance	1,936,993	1,886,552	3,030,115	2,946,771		1,416,056	1,139,432	927,127	(86,106)
Ending Fund Balance	1,886,552	3,030,115	2,946,771	1,416,056		1,139,432	1,013,233		

FY 25-26 FINAL BUDGET
 ZERO WASTE SONOMA
 REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Unfunded Pension Liability Reserve 78112

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 24-25	Difference	% Change
REVENUES									
44002 Interest on Pooled Cash	5,154	3,838	11,353	21,669	16,000	16,000	16,000	0	0%
44050 Unrealized Gains and Losses	(4,041)	(23,108)	(29)	13,425	0	0	0	0	0%
46029 Donations/Contributions	0	0	0		0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0		0	0	0	0	0%
SUBTOTAL	1,114	(19,271)	11,324	35,094	16,000	16,000	16,000	0	0%
47101 Transfers In - Within a Fund	0	0	0	0	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	
SUBTOTAL	0	0	0	0	0	0	0	0	0%
TOTAL REVENUES	1,114	(19,271)	11,324	35,094	16,000	16,000	16,000	0	0%
EXPENDITURES									
51206 Accounting/Auditing Services	0	0	0		1,000	1,000	1,000	0	0%
51207 Client Accounting Services									
51801 Other Services				1,000					
52163 Professional Development									
SUBTOTAL				1,000	1,000	1,000	1,000		
57011 Transfers Out - Within a Fund									
SUBTOTAL	0	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	0	0	0	1,000	1,000	1,000	1,000	0	0%
NET COST	(1,114)	19,271	(11,324)	(34,094)	(15,000)	(15,000)	(15,000)	0	
FUND BALANCE									
Beginning Fund Balance	668,512	673,467	650,355	661,679		695,773	710,773		
Ending Fund Balance	673,467	650,355	661,679	695,773		710,773	725,773		

FY 25-26 FINAL BUDGET
 ZERO WASTE SONOMA
 REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Debt Services Reserve 78113

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Budgeted FY 24-25	Estimated FY 24-25	Requested FY 25-26	Difference	% Change
REVENUES									
44002 Interest on Pooled Cash	0	921	12,562	32,805	0	0	44,000	44,000	5%
44050 Unrealized Gains and Losses	0	(14,962)	(10,878)	18,322	0	0	0	0	0%
46029 Donations/Contributions	0	0		0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0		0	0	0	0	0	0%
SUBTOTAL	0	(14,041)	1,684	51,126	0	0	44,000	44,000	5%
47101 Transfers In - Within a Fund	0	745,000	745,000	745,000	900,000	900,000	900,000	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	745,000	745,000	745,000	900,000	900,000	900,000	0	0%
TOTAL REVENUES	0	730,959	746,684	796,126	900,000	900,000	944,000	44,000	5%
EXPENDITURES									
51041 Insurance - Liability									
51201 Administration Services							91,407	91,407	100%
51205 Advertising/Marketing Svc									
51206 Accounting/Auditing Services	0	0	0	0	1,000	1,000	1,000	0	0%
51207 Client Accounting Services									
51801 Other Services				1,000					
52163 Professional Development									
SUBTOTAL	0	0	0	1,000	1,000	1,000	92,407	91,407	99%
57011 Transfers Out - Within a Fund									
SUBTOTAL	0	0	0	0	0	0	0	0	0%
19831 Acq-CIP-Bldg & Impr					1,365,802	437,000	703,280	266,280	38%
TOTAL EXPENDITURES	0	0	0	1,000	1,366,802	438,000	795,687	357,687	45%
NET COST	0	(730,959)	(746,684)	(795,126)	466,802	(462,000)	(148,313)	313,687	
FUND BALANCE									
Beginning Fund Balance			730,959	1,477,643		1,272,770	1,734,770		
Ending Fund Balance		730,959	1,477,643	1,272,770		1,734,770	1,883,082		



Agenda Item #: 7
Cost Center: All
Staff Contact: Cushwa
Agenda Date: 3/20/2025
Approved by: LL

ITEM: **FY 23/24 Work Plan Program Progress Report**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is for informational purposes only. No action is requested of the Board.

II. BACKGROUND

Staff has prepared annual reports tallying education/outreach conducted by staff and contractors, including English and Spanish Eco-Desk 565-DESK (3375), social media, and website activity.

III. DISCUSSION

The Fiscal Year 2023/24 Annual Work Plan Program Progress Report is attached.

IV. FUNDING IMPACT

There are no new funding impacts resulting from this report.

V. ATTACHMENTS

Annual Work Plan Progress Report



ZERO WASTE SONOMA WORK PLAN PROGRAM PROGRESS REPORT

REPORTING PERIOD JULY 1, 2023 - JUNE 30, 2024

ORGANICS COST CENTER

JUSTIFICATION: MANDATED- Starting in the year 2021, required by CA State Legislation Short-lived Climate Pollutants SB 1383

FUNDING: Organics Cost Center

DURATION: Ongoing

DESCRIPTION: Each jurisdiction has an annual procurement target, calculated based on population.

JURISDICTION	COMPOST (CY)	# OF EVENTS/DONATIONS
Cotati	40	1
Healdsburg	228	7
Petaluma	87	3
Rohnert Park	372	4
Santa Rosa	408	10
Sebastopol	380	6
Sonoma	120	3
Unincorporated	547	14
Windsor	96	1
GRAND TOTAL	2278	49

COMPOST GIVEAWAYS

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

As part of the organics processing contracts with Cold Creek Compost, WM Redwood, and Napa Recycling, Zero Waste Sonoma has access to a compost allotment of 1,700 cubic yards every calendar year. With significant assistance from community volunteers, jurisdictions’ staff, and organizational partners such as Waste Less Windsor, Coastal Municipal Advisory Council (MAC), Sebastopol Climate Action Committee, and Landpaths, staff was able to give away 1,578 cubic yards of compost through 38 events or donations within the reporting period.

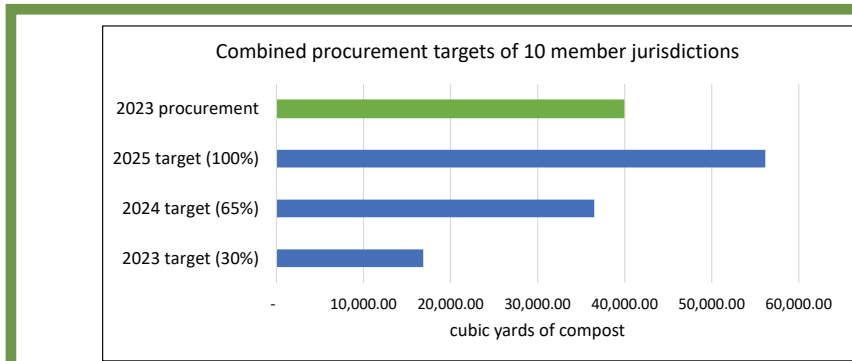
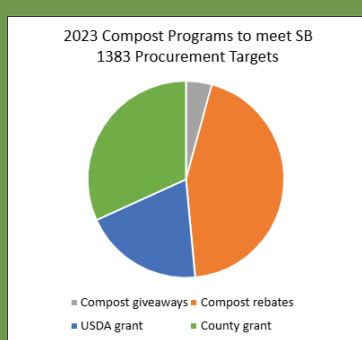
In addition, staff used SB 1383 Local Assistance Grant funds to purchase and give away 700 cubic yards of compost directly to non-profit farms, or to residents through newly established permanent Compost Hubs in Healdsburg, Santa Rosa, Cotati, and Petaluma. These hubs are meant to increase residents’ access to high quality compost year-round and serve to educate the public about the climate benefits of compost. The increased amount of compost given away will go toward the 10 member jurisdictions’ 2024 procurement targets, which are double that of 2023.



As part of the statewide climate strategy, CalRecycle included procurement requirements in SB 1383 to spur market development for compost, mulch, and other end products created from food scraps and yard debris placed in curbside green bins. Jurisdictions are required to annually procure an amount proportional to their populations. Under the SB 1383 MOU, which was executed in 2022, ZWS takes responsibility to meet the regionally combined procurement targets of the 10 member jurisdictions. Assuming ZWS meets the procurement target with compost alone, that equals 56,169 cubic yards of compost annually.

AB 1985 (Rivas) amended the original procurement targets established in the SB 1383 regulations to allow a phase-in period. As a result, jurisdictions are now required to procure 30% of their full procurement target in 2023, 65% in 2024, and 100% in 2025 and onwards.

Through a combination of programs and grants, ZWS was able to exceed the 10 jurisdictions' 2023 target by more than double (green bar). Although making up a small percentage, compost giveaways are wildly popular with residents. The benefits are not immediately apparent and hard to measure, as they encourage residents to divert more of their food and yard debris from the landfill and reinforce the positive habit of applying compost on soil. 2024 is the third year ZWS has offered a 10% rebate for any individual or organization purchasing large amounts of compost. In 2023, there were 16 participants, including landscapers, farms, ranches, and vineyards. ZWS was also fortunate to receive a federal USDA Composting and Food Waste Reduction (CFWR) grant, which will conclude in 2026. In addition, ZWS participated in a Carbon Sequestration through Compost Application regional grant, in collaboration with the RCPA, Ag+Open Space, Gold Ridge RCD, Sonoma RCD, Daily Acts, and Carbon Cycle Institute. The regional grant was funded by the County of Sonoma Climate Resiliency Fund and concluded in 2023.



ORGANICS COST CENTER

JUSTIFICATION: MANDATED - Required by State Legislation, SB 1383. Under state law, local jurisdictions are responsible for providing outreach, education, monitoring for compliance, and reporting to CalRecycle.

WHO WORKS: Staff

FUNDING: Organics Cost Center

DURATION: Ongoing

DESCRIPTION: Commencing January 1, 2022, jurisdictions are required to educate affected generators regarding the requirements they must meet under SB 1383 and the climate benefits associated.



SHORT-LIVED CLIMATE POLLUTANTS (SLCP) SB 1383

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

Staff continue to monitor compliance with SB 1383 among businesses and other commercial generators. This includes providing resources, supplies, and funding to Tier One and Two Commercial Edible Food Generators and Food Recovery Organizations and Services.

FOOD RECOVERY

Edible Food Generators	305
Food Recovery Organizations/Services	54
Pounds of Excess Edible Food Recovered	5,460,020

COMPLIANCE

Waivers Issued	2,457
Complaints Investigated	9
Compliance Reviews	6,252



STOP WASTE FROM THE START!

- Conduct food waste audits. Save money and be eco-smart by purchasing only the amount of food needed to meet customer demand.
- Work with your supply chain to clearly label or define the difference between safety-based and quality-based dates to reduce customer confusion.
- Rotate perishable stock at every delivery to minimize waste.
- Evaluate which storage containers best maintain food quality.
- Consider selling/donating to specialized markets for bruised or blemished produce, such as juicing businesses, or working with the Organic Food Association.
- Consider making surplus food available to staff.

PLAN YOUR FOOD RECOVERY LOGISTICS

- *Contract with a Food Recovery Organization or Service (FRO/S) that is 501(c)(3) to comply with the CA Dept. of Education and CGA. <https://www.frosonoma.org/industry/fro/> (Checklist on donating surplus food, Review our State Waste System for a list of available organizations.)
- *Work with FRO/S to set a schedule that meets your storage space and operational needs while maximizing the freshness and amount of edible food for quick redistribution. Notify your FRO in advance if you expect to have more surplus than usual, so they can prepare accordingly.
- Establish a dedicated area (in compliance with CalCode) for storing and labeling (with date and contents) food designated for donation.
- Properly repack and compost any inedible food or food scraps that are not safe or suitable for food recovery.
- *Be ready for inspections, if necessary.
- *You must recover the maximum amount of edible surplus food.

SECURE NECESSARY EQUIPMENT

- Food-safe containers or transport bags*
- Dedicated refrigerators/freezer space
- Labeling and record-keeping supplies
- Scale, if you are tracking the weight of donated foods (some FRO/S will track and/or weigh for you)

*Check the packaging preferences of your FRO/S partner. Ideally, find an FRO/S that will work with reusable containers. Reusable containers can be a significant cost-saver and are better for the environment.

*These items are necessary to comply with these laws.



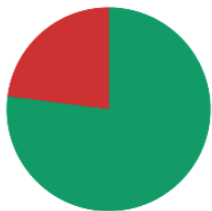
ZWS also issues waivers and investigates complaints on behalf of the member jurisdictions. Generators who produce minimal organics (<20 gal in a week) and/or have space constraints may be granted waivers from the requirements to use a blue or green bin.

CASCADIA PROJECT

In October 2023, the ZWS board awarded Cascadia Consulting Group, Inc. a contract to conduct technical assistance. Cascadia and their subcontractors, Soluna and Waste Sleuth, were tasked with contacting and assisting commercial generators who are required to comply with SB 1383 and the local Disposable Food Ware Ordinances. Through site visits and phone calls, the team helped generators properly sort their recycling and organics from the trash, connect with local food recovery organizations to pick up excess food for donation, and switch from disposable to reusable food ware. The project will conclude in May 2025, and staff will present a final report to the ZWS board. This project was funded by CalRecycle, through the Local Assistance Grant Program.

SB 1383 (Organics) Compliance

77% Compliant | 23% Not Compliant



	Compliant	Not Compliant
Commercial	5,938 76%	1,918 24%
Multi-Family	607 94%	39 6%
Total	6,545 77%	1,957 23%

*SB 1383 Compliance includes All Generators.



GREENING THE COUNTY EMPLOYEE APPRECIATION PICNIC

Staff assisted the organizers of the annual County employee appreciation picnic, which is part of Public Service Recognition Week, in purchasing compostable and recyclable foodware. In an effort to lead by example, staff also trained a small team of volunteers to monitor waste stations and ensure event participants placed items into the correct bins. In 2024, staff continued to encourage waste reduction during the planning process by replacing individual butter wrappers with butter in bulk, and switching paper tickets to digital registrations.

ZERO WASTE COST CENTER

JUSTIFICATION: MANDATED - Required by State Legislation, AB 341. Under state law, local jurisdictions are responsible for providing outreach, education, monitoring, and reporting to CalRecycle.

BOARD DIRECTED- City/County Payment Program (Grant funded)

WHO WORKS: Staff

FUNDING: Education Cost Center and CalRecycle grant funded

DURATION: Ongoing

DESCRIPTION: As of July 1, 2012, AB 341 Applies to establishments producing 4 cubic yards or more of commercial solid waste per week and multifamily dwellings of 5 units or more. CalRecycle's City County Payment Program allows ZWS to administer grant funds aimed to increase beverage container recycling in member jurisdictions.



MANDATORY COMMERCIAL RECYCLING (MCR) AB 341 AND BEVERAGE CONTAINER RECYCLING

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

Activities in this reporting period included soliciting requests from jurisdictions and public agencies for new water refill station infrastructure. These stations encourage the public to reuse and refill their existing water bottles, rather than purchase single-use containers, leading to decreased demand for plastic, reduced litter from single-use packaging, and less waste.

In addition, indoor and outdoor recycle bins are available on an ongoing basis to businesses, schools, multifamily dwellings, and government.

The City/County Payment Program continues to be implemented by ZWS staff to fund products and services related to beverage container recycling and litter abatement.

CALRECYCLE REPORTING EXPENDITURES GRANT CYCLE FY 22/23

TYPE OF EXPENDITURE	DOLLAR AMOUNT	% OF TOTAL
WATER REFILL STATIONS	\$16,816.75	49.1%
LITTER ABATEMENT	\$7,942.36	23.2%
RECYCLING BINS	\$1,959.05	5.7%
STAFFING/TRAINING	\$7,507.49	22%
TOTAL	\$34,225.65	

AB 341 COMPLIANCE

JURISDICTION	COMPLIANT ACCOUNTS 2024	COMPLIANT ACCOUNTS 2023	COMPLIANT ACCOUNTS 2022
Cloverdale	100%	100%	89%
Cotati	100%	100%	90%
Healdsburg	100%	100%	91%
Petaluma	100%	100%	92%
Rohnert Park	100%	100%	88%
Santa Rosa	100%	100%	93%
Sebastopol	100%	100%	93%
Sonoma	100%	100%	96%
Unincorporated	100%	100%	91%
Windsor	98%	98%	95%

CALRECYCLE REPORTING EXPENDITURES GRANT CYCLE 21/22

TYPE OF EXPENDITURE	DOLLAR AMOUNT	STATISTIC
Water Refill Stations	\$94,806.58	8 AGENCIES
Education	\$1,065.00	WINDSOR CRV OUTREACH
College/University	\$1,911.99	48 RECEPTACLES
Staff & Trainings	\$12,538.72	STAFF TIME + CONFERENCE
Recycling Bins	\$33,303.87	100+ BUSINESSES
TOTAL	\$143,626.16	

RESULTS HIGHLIGHTS

Approximately \$135,579 allocated in Grant Cycle 22-23 (through March 1, 2025) and \$135,330 allocated in Grant Cycle 23-24 (through March 1, 2026).

\$143,626.16 CalRecycle City/County Payment Program grant funding spent. Grant Cycles 22-23 & 23-24 / FY 23-25

22-23 Grant Cycle fully expended

\$25,000 marked for CRV pilot program education campaign in Grant Cycle 23-24.

\$8,047 spent so far in Grant Cycle 23-24.

EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA Provide recycling information in Spanish (Section 4.7.3.4 of the ColWMP).

WHO WORKS: Contractor (Soluna Outreach Services)

FUNDING: Education Cost Center and CalRecycle Used Oil Payment Program (OPP)

DURATION: Ongoing annual contract (July 1, 2022 - June 30, 2023)

DESCRIPTION: Soluna Outreach Services uses a multi-media advertising approach including radio advertising and person-to-person outreach at events.

SPANISH LANGUAGE OUTREACH

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

Activities in this reporting period included participation in bilingual outreach, Spanish business visits, outreach to community groups (Head Start/Early Start Community Action Partnership and Pasitos Parents Program), and Spanish radio programming on KBBF.

Note that bilingual outreach supports other ZWS programs (Used Motor Oil/Filter Recycling Outreach and general outreach).

TARGETED SPANISH EVENTS, MEETINGS, AND RADIO OUTREACH

EVENT NAME	# EVENT OCCURANCES	NOTES
Various Farmer’s Markets	29	Covered various jurisdictions
Other Events	49	Día de los Muertos, binational health fairs, cultural events, safety fairs
KBBF 89.1FM	29	Nuestra Tierra Radio Program (15 minute segment live interviews)
TOTAL	151	



ZERO WASTE GUIDE (ENGLISH AND SPANISH)

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

The 24-page 2023 Guide theme was Back to the Basics and the 2024 Guide theme was The Evolution of Wasting. The printed version of the guides was distributed at outreach events and to interested parties (e.g., libraries, city and county offices, multi-family complexes, and businesses). An electronic version of the Guide was posted on the zerowastesonoma.gov website.

In 2024, the Recycle Guide was organized by program, including a new activity page, FAQs, and a glossary.

- Zero Waste Lifestyle
- Mandatory Business Recycling and Composting
- Composting
- Frequently Asked Questions
- Drop-off Recycling
- Curbside Services
- Visiting Disposal Sites
- Construction and Demolition
- Household Hazardous Waste (HHW) Disposal
- Used Motor Oil and Filter Recycling
- Batteries, household
- Electronic waste
- Fluorescents
- Medicines and syringes

JUSTIFICATION: MANDATED – JPA Provide recycling information to all County residents and businesses (Section 4.7.2.1 of the ColWMP) BOARD DIRECTED (Spanish Guide)

WHO WORKS: Staff and Contractor (Soluna Outreach Services)

FUNDING: Education Cost Center

DURATION: Ongoing

DESCRIPTION: The annual Zero Waste Guide (English and Spanish versions) is a comprehensive resource for recycling, reuse, and hazardous waste disposal options in Sonoma County.



EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA Provide recycling information by phone to all County residents and businesses (Section 4.7.2.2 of the CoIWMP)

WHO WORKS: Staff and Contractor (Soluna Outreach Services for Spanish language)

FUNDING: Education Cost Center

DURATION: Ongoing

DESCRIPTION: Daily telephone and email response to questions from the public on recycling, disposal, and household hazardous waste.

The English language Eco-Desk is comprised of pre-recorded information for Household Hazardous Waste, Recycle Guide, Motor oil and filter recycling. Callers are also given the option to talk to a live person. Website inquiries are also logged in the Eco-Desk database.

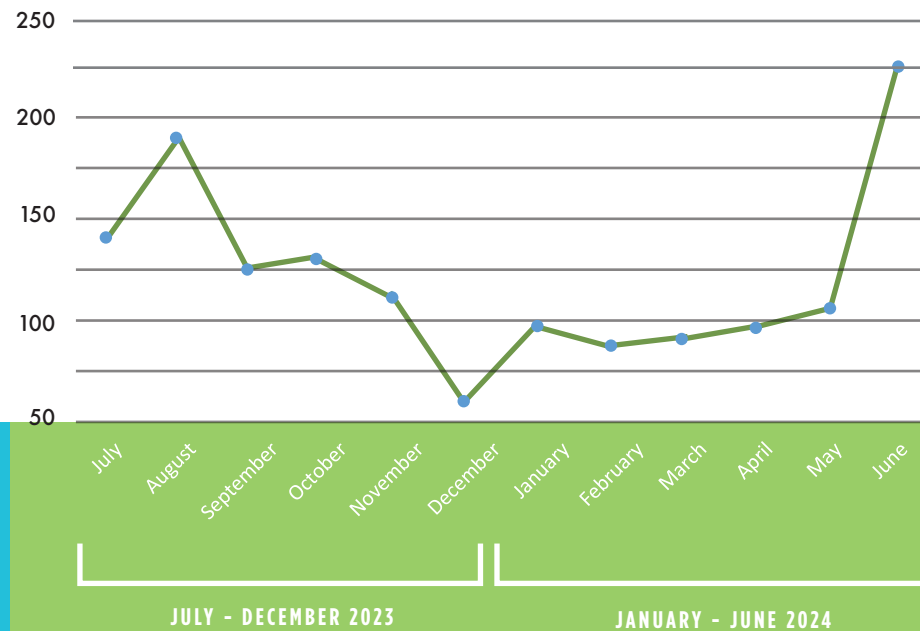
QUESTION CATEGORIES	
	# ENGLISH CALLS
E WASTE	143
HHW MISC	131
RECYCLING MISC	119
HAULER QUESTION	28
MOTOR OIL & FILTERS	55
PAINT	33
RESIDENTIAL COMPOSTING	93
SOLAR PANELS	12
TOTAL	1,285

ECO-DESK (ENGLISH AND SPANISH)

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

Callers are given the option to speak to a ZWS staff member directly after listening to pre-recorded information, or to leave a message. We also accept emails as part of the Eco-Desk program, offering timely answers to questions from throughout our community.

ENGLISH ECO-DESK CALLS PER MONTH



2,044 ENGLISH CALLS IN FY 23-24

NUMBER OF ECO-DESK CALLS HISTORICALLY BY CALENDAR YEAR

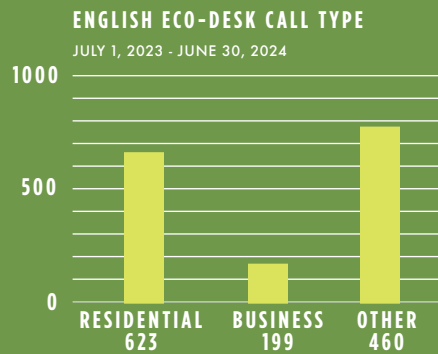
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	JAN-JUNE 2024
Number of English Calls	1,759	2,149	1,712	1,307	1,216	1,998	1,426	2,263	1,001	1,674	2,959	1,002	1,469	662
Number of Spanish Calls	105	104	83	49	30	20	47	19	41	25	39	28	22	0

CALLS BY JURISDICTION ENGLISH JULY 1, 2023 - JUNE 30, 2024

JURISDICTION	ENGLISH CALLS FY 23-24	ENGLISH CALLS FY 22-23
Unknown or out-of-county (includes website inquires)	546	594
Santa Rosa	276	146
Unincorporated	78	26
Petaluma	106	40
Sebastopol	67	37
Windsor	45	39
Sonoma	51	16
Healdsburg	48	31
Rohnert Park	19	29
Cloverdale	17	20
Cotati	10	10
TOTAL	1,285	988

TOPIC ENGLISH JULY 1, 2023 - JUNE 30, 2024

TOPIC	# ENGLISH CALLS
E-Waste	143
Recycling	119
HHW	131
Disposal	78
Hauler billing or service	28
Other	560
Composting	93
Motor oil and filters	55
Mattresses	27
Ordinance	12
TOTAL	1,285



RESULTS HIGHLIGHTS

1,285 English language Eco-Desk calls were answered in FY 23-24.

English Eco-Desk call volume increased by 46% from 2022 to 2023.

Spanish Eco-Desk call volume decreased by 21% from 2022 to 2023.

The most frequently asked questions related to e-waste and household hazardous waste disposal.

Santa Rosa, Petaluma, and Sebastopol generated the most inquiries.

EDUCATION COST CENTER

JUSTIFICATION: BOARD DIRECTED
 WHO WORKS: Staff
 FUNDING: Education Cost Center
 DURATION: Ongoing
 DESCRIPTION: Manage online marketing options for ZWS topics using services such as Twitter, Facebook, NextDoor, LinkedIn, and Instagram.

SOCIAL MEDIA ON-LINE MARKETING OUTREACH

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

Activities in this reporting period included maintaining Facebook, Twitter, and Instagram social media accounts. In addition, ZWS partnered with the County of Sonoma Public Information Office to post on NextDoor for HHW, e-waste, and mattress recycling events.

Facebook paid ads augmented paid print and radio advertising for e-waste, used motor oil/filter recycling, solar panel collection, and HHW collection events.

Facebook Insights was used to provide analytical data.



The posts for this Solar Panel Collection event had the furthest reach this year: 18,465 on Facebook. It also had the most link clicks: 97 clicks.



This Facebook post reached 516 viewers, had 5 comments, and 8 likes.



This Instagram post had the most likes at 49 on Instagram. It also had 2 comments.

Household Hazardous Waste (HHW) Collection Event

November 14, 2023
SONOMA

APPOINTMENT REQUIRED:
ZeroWasteSonoma.Gov



Petaluma Repair Fair

Petaluma Community Center
320 N McDowell Blvd

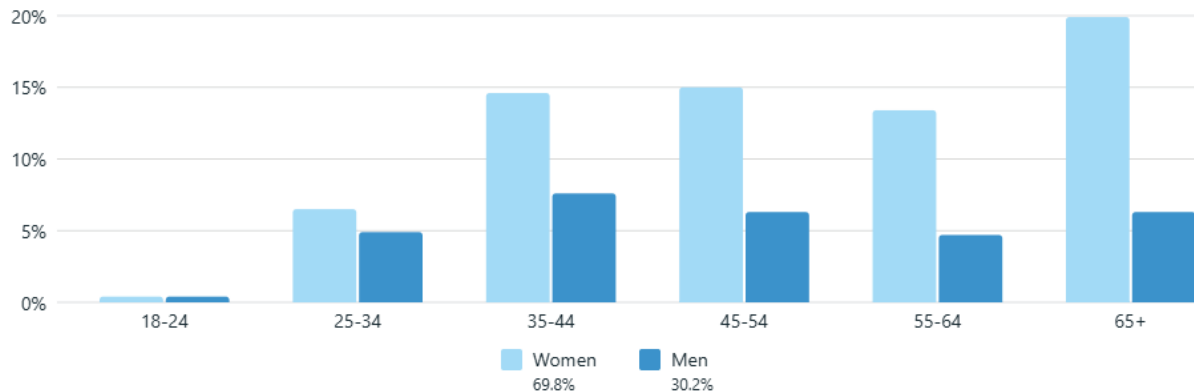
September 14, 2024
1 - 4P

ZERO WASTE SONOMA Reuse Alliance



zerowastesonoma.gov

AGE & GENDER OF FACEBOOK FOLLOWERS

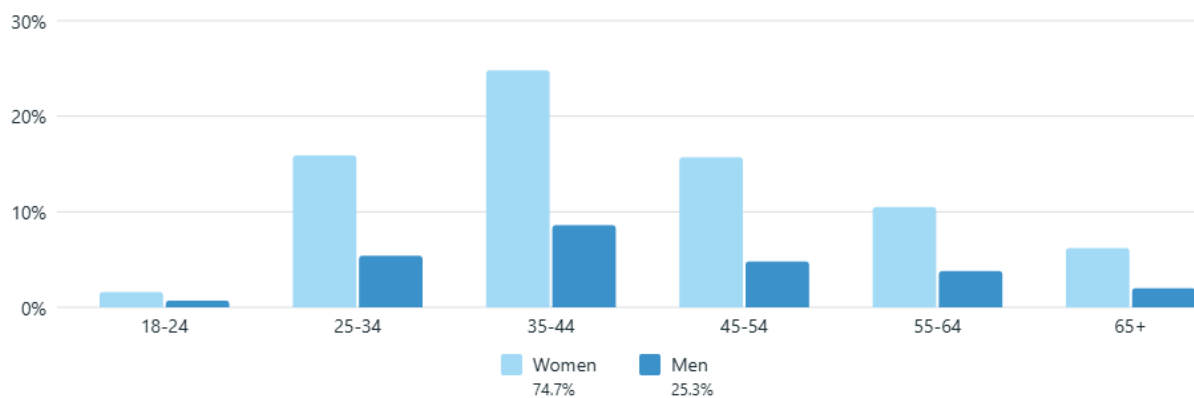


Followers ●

Lifetime

4,181

AGE & GENDER OF INSTAGRAM FOLLOWERS



Followers ●

Lifetime

1,879

RESULTS HIGHLIGHTS

ZWS has 4,181 Facebook followers, up from 4,002 the previous year.

ZWS has 506 Twitter followers, up from 491 the previous year.

ZWS has 1,879 Instagram followers, up from 1,542 the previous year.



EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA
 Communicate recycling information using the web (Section 4.7.2.3 of the CoIWMP).

WHO WORKS: Staff and Contractor (The Engine is Red)

FUNDING: Education Cost Center

DURATION: Ongoing

WEBSITE ZEROWASTESONOMA.GOV

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

The zerowastesonoma.gov website has been a valuable tool for us to keep the community aware of events, protocols, and updates during severe weather events. It also connects us to other jurisdictions around the globe and serves as a leader in the online space.

Website usage tallies were generated by Google Analytics.

TOP TOPICS

PAGE	07/01/23-6/30/24 VISITS	07/01/22-6/30/23 VISITS
Home page	79,379	29,917
E-Waste disposal page	32,294	24,711
Materials page	7,931	9,925
Household Hazardous Waste Facility page	28,325	24,842
Disposal Site Fee Schedules	31,525	24,441



THINK  AGAIN

COMPOST FOR THE CLIMATE
 YOU CAN SLOW CLIMATE CHANGE [LEARN MORE](#)

HOME COMPOSTING
 WANT TO DO IT YOURSELF? WE CAN HELP! [LEARN MORE](#)

WEBSITE ZEROWASTESONOMA.GOV FEATURES INCLUDE:

- COMPATIBLE WITH MOBILE DEVICES AND TABLETS
- MAPPING OF REUSE AND RECYCLING DROP-OFF LOCATIONS
- CALENDAR OF EVENTS, MEETINGS, AND WORKSHOPS
- ZERO-WASTE LIFESTYLE INFORMATION

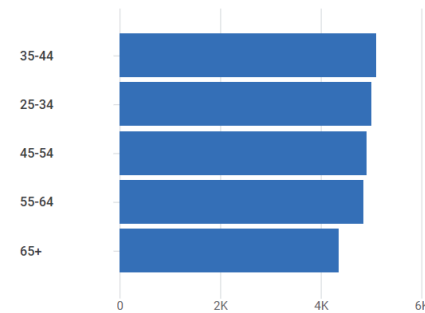
OF ZEROWASTESONOMA.GOV VISITORS PER JURISDICTION

JURISDICTION	7/1/23-6/30/24	7/1/22 - 6/30/23	7/1/21 - 6/30/22	7/1/20 - 6/30/21
Santa Rosa	20,923	18,602	29,700	30,362
Petaluma	6,622	6,284	10,197	11,301
Windsor	3,580	4,062	6,923	7,459
Sebastopol	2,821	3,043	6,370	7,170
Rohnert Park	3,318	3,189	4,469	4,784
Sonoma	2,452	2,560	4,041	5,656
Healdsburg	1,579	1,264	1,795	2,657
Cotati	462	490	801	692
Cloverdale	1,098	1,201	1,983	2,021
TOTAL		40,695	66,648	72,421

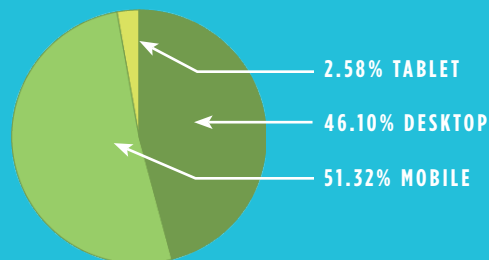
USER ACQUISITION

FIRST TIME WEB VISITORS	07/01/23-6/30/24 VISITS
Organic Search	76,947
Direct	36,537
Referral	21,307
Organic Social	2,463
Paid Search	1,896

Active users by Age



OVERALL DEVICE USERS FY 23-24



RESULTS HIGHLIGHTS

135,654 visitors overall; 87,231 visitors within Sonoma County.

The most website visitors reside in San Jose, Santa Rosa, and Petaluma, respectively.

San Jose, CA (22,608 users), San Francisco, CA (6,335 users), Los Angeles, CA (3,107 users), and Ashburn, VA (1,830 users) were in the top eleven cities of users FY 22-23.

Top out-of-state users were based in Ashburn, VA (1,830), Coffeyville, KS (1,766), Seattle, WA (810), and Las Vegas (730).

Top out-of-country users were based in the Philippines (820), India (724), China (582), and Canada (528).

EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA (Section 4.7.2.9 of the CoIWMP)

WHO WORKS: Staff and Contractor (Soluna Outreach Services for Spanish language and UCCE for Home Composting)

FUNDING: Education Cost Center

DURATION: Ongoing

DESCRIPTION: Participation in events provides an opportunity to reach people at their convenience.

◀ APRIL 2024 ▶
[Go to Today](#)

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

Household Hazardous Waste	eWaste	Outreach	Board Meetings
Local Task Force	Zero Waste	Compost	Mattress Recycling
Solar Panels	Food Recovery		

EVENTS

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

ZWS participated in one-day and multiple-day outreach events, in both English and Spanish languages. For multi-day events such as the Cloverdale Citrus Fair and the Sonoma County Fair the exhibit theme was Choose to Reuse.



SAMPLING OF EVENTS

- Bodega Bay Farmer’s Market
- Cloverdale Car Festival
- Cloverdale Citrus Fair
- Dia De Los Muertos at Cloverdale Plaza
- El Mercado Market at Roseland Village
- Father’s Day Car Show
- Fix-It Clinic & Reuse Fair
- Forestville Farmer’s Market
- Healdsburg Farmer’s Market
- Kid’s Day Parade in Cotati
- Occidental Farmer’s Market
- Pasitos Program
- Peacetown Sebastopol
- Plastic Free July
- HeadStart Parent Presentation
- Reuse Coalition Meeting
- Santa Rosa Earth Day
- Korbel’s Environmental, Health and Safety Fair
- The Water Smart Expo
- VegFest
- Windsor Farmer’s Market
- Mattress Collection Event
- Household Hazardous Waste Events
- Santa Rosa Downtown Market
- Sonoma County Fair
- E-Waste Events
- DMV outreach
- Wednesday Night Markets

EVENTS BY JURISDICTION

JURISDICTION	# EVENTS	# EVENT DAYS	# HOURS OUTREACH
Cloverdale	10	15	78
Cotati	7	7	28
Healdsburg	12	14	62
Petaluma	30	34	133
Rohnert Park	10	13	62
Santa Rosa	52	67	271
Sebastopol	7	7	21
Sonoma	13	15	60
Unincorporated	44	50	168
Windsor	9	12	40
TOTAL	194	228	1,118



RESULTS HIGHLIGHTS

195 outreach/education events were completed (1 out of jurisdiction).

235 outreach/education event days were completed.

1,118 outreach/education hours were completed.

ZERO WASTE COST CENTER

JUSTIFICATION: MANDATED – JPA (Section 4.7.2.9 of the CoIWMP)

WHO WORKS: Staff and Contractor (Reuse Alliance)

FUNDING: Zero Waste Cost Center

DURATION: Ongoing

DESCRIPTION: Participation in events provides an opportunity to educate residents as well as divert waste from the landfill.

REPAIR FAIRS

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

ZWS partnered with Reuse Alliance to host a number of repair events and workshops, and offer assistance to community groups organizing these events locally, through sponsorship and marketing. Common items we repaired: clothing, bicycles, lamps, small appliances, electronics.

In this fiscal year we offered 7 Repair Fairs/Fix-it Clinics in Rohnert Park, Sebastopol, Petaluma, Santa Rosa, Forestville, and Windsor.



HHW COST CENTER

MATTRESS AND SINGLE-USE PROPANE CYLINDER COLLECTIONS

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

MATTRESS COLLECTION EVENTS

JURISDICTION	# MATTRESS EVENTS	# OF MATTRESSES COLLECTED
Cloverdale	1	28
Healdsburg	1	19
Petaluma	1	53
Rohnert Park	1	81
Santa Rosa	2	169
Sonoma	1	22
Unincorporated	2	47
Windsor	1	36
TOTAL	10	455

JUSTIFICATION: MANDATED – JPA Comply with regulations, contract administration/oversight (Section 5.3 of the CoWMP)

WHO WORKS: Staff and Contractor (Cylinder Bottle Liquidators, Mattress Recycling Council)

FUNDING: Household Hazardous Waste Cost Center

DURATION: Ongoing

DESCRIPTION: Manage contract for collection of hazardous waste from residents and CESQG (businesses) at the Household Hazardous Waste Facility (HHWF), HHW Collection Events, and HHW Rover Pickup Service. Provide education resources for the program as needed and coordinate with local organizations.

The ZWS education program supports advertising for residential and business opportunities for household hazardous waste collection.



PARKS COLLECTION BINS

JURISDICTION	# OF DISPOSABLE 1-POUND PROPANE CYLINDERS COLLECTED
Santa Rosa	Spring Lake Regional Park
Unincorporated	Doran Regional Park Westside Regional Park Stillwater Cove Regional Park
TOTAL	3,600

RETAIL PROPANE EXCHANGE LOCATIONS

JURISDICTION	RETAIL PROPANE EXCHANGE LOCATIONS
Petaluma	DeCarli's Propane
Rohnert Park	Walmart
Santa Rosa	REI Sports Basement
Windsor	Walmart

HHW COST CENTER

JUSTIFICATION: MANDATED – JPA Comply with regulations, contract administration/oversight (Section 5.3 of the ColWMP)

WHO WORKS: Staff and Contractor (Clean Harbors)

FUNDING: Household Hazardous Waste Cost Center

DURATION: Ongoing

DESCRIPTION: Manage contract for collection of hazardous waste from residents and VSQG (businesses) at the Household Hazardous Waste Facility (HHWF), HHW Collection Events, and HHW Rover Pickup Service. Provide education resources for the program as needed and coordinate with local organizations.

The ZWS education program supports advertising for residential and business opportunities for household hazardous waste collection.

HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

The HHW program is comprised of the permanent collection facility at the Central Disposal Site, weekly HHW Collection Events, and the HHW Rover Service. Businesses that qualify as Very Small Quantity Generators (VSQGs) by generating less than 220 lbs/month of HHW may also use the permanent HHW facility or HHW Collection events by appointment.

HHW programs were advertised in the annual Zero Waste Guide, waste hauler newsletters, and through social media postings.

Paint is the most common item collected through the HHW programs. Thanks to California’s paint stewardship law passed in 2012, Zero Waste Sonoma no longer has to pay for the recycling of paint, saving thousands of dollars every year. Reusable paint is also distributed to residents of Sonoma County for free at the HHW Reuse Area. Paint can either be provided in its original container or can be blended into four different colors and distributed in 5-gallon buckets upon request.



HHW EVENTS

JURISDICTION	# OF HHW EVENTS	# OF PARTICIPANTS	AVERAGE PARTICIPANTS PER EVENT
Cloverdale	4	208	52
Cotati	2	73	37
Healdsburg	3	213	71
Petaluma	3	141	47
Rohnert Park	2	96	48
Santa Rosa	13	1,032	79
Sebastopol	3	154	51
Sonoma	4	239	60
Unincorporated	10	428	43
Windsor	4	383	96
TOTAL	48	2,967	62

POUNDS OF WASTE COLLECTED PER PROGRAM OR DISPOSAL METHOD

HHW PROGRAM	FACILITY (RESIDENTS)	FACILITY (VSQG)	EVENTS	ROVER	REUSE
Pounds Collected	1,081,988	31,055	130,598	16,672	77,039
TOTAL					1,260,313

PARTICIPANTS PER PROGRAM

HHW PROGRAM	FACILITY	VSQG	EVENTS	ROVER
Participants FY 23/24	17,084	201	2,647	57
Participants FY 22/23	16,962	175	2,863	52
Participants FY 21/22	16,334	154	2,759	188
Participants FY 20/21	21,074	162	1,487	77
TOTAL	54,370	491	7,109	317



RESULTS HIGHLIGHTS

48 HHW Collection Events were held.

Fire Departments in Boyes Hot Springs and Glen Ellen no longer host HHW events. Staff is searching for a property large enough to replace these locations.

The HHW Programs now accept vape pens from residents only.

1,260,313 pounds of HHW collected in FY 23-24.

HHW COST CENTER

JUSTIFICATION: BOARD DIRECTED

WHO WORKS: Contractors (Soluna Outreach Services, Gigantic Idea Studio)

FUNDING: Grant funded CalRecycle’s Oil Payment Program (OPP)

DURATION: Ongoing. Contractor agreement from July 1, 2017-June 30, 2024

DESCRIPTION: This program includes a wide variety of efforts from reporting and auditing to collection and education. Funding is provided through the CalRecycle’s Oil Payment Program (OPP). Actual projects vary year to year depending on State funding levels.

MOTOR OIL AND FILTER RECYCLING

REPORTING PERIOD JULY 1, 2023 TO June 30, 2024

Quantities of motor oil and filter recycling is tallied for HHW programs, CalRecycle-certified collections centers (e.g., automotive suppliers/repair shops), non-certified collection centers, and waste hauler-operated curbside program.

In addition, programs were advertised using a robust multifaceted bilingual education campaign.

USED MOTOR OIL AND FILTER RECYCLING OUTREACH SUMMARY

TYPE OF OUTREACH	NOTES
89	CCC Site Visits
104,625	Gallons of Oil Recycled
49,830	Number of Filters Recycled
3,171	Funnels Distributed



USED MOTOR OIL AND FILTER RECYCLING OUTREACH SUMMARY

TYPE OF OUTREACH	NOTES
DMV Outreach	17 education/outreach visits were conducted at DMV locations in Santa Rosa and Petaluma.
Home Delivery	Delivered oil filter drainers to 22 residents across Sonoma County.
Community presentations	We provided materials to teachers from the Pasitos Program. The teachers used the materials in a total of 16 presentations given to the parents FY 23-24.
Media Outreach	15 segments (Nuestra Tierra (Our Earth) that airs live in Spanish at KBBF Radio station in Santa Rosa.)
Certified Collection Center Site Visits	<p>Conducted site visits at 86 used oil CCCs and completed CalRecycle required site visit forms. These visits take place the last week of February-second week of March of each year.</p> <p>Note:</p> <ul style="list-style-type: none"> • 43 visits were conducted as secret shoppers • 43 visits were conducted as part of the CalRecycle requirements for CCC's in Sonoma County
Labor Centers	7 visits to Labor Centers (On a monthly basis, provided used motor oil and filters recycling information to patrons of the Graton, Healdsburg, and Fulton Labor Centers.)
Community Events	Conducted used motor oil and filter outreach at over 60 events. Events usually combined general ZWS topics. For a sampling of events, see page 17.
Riders Recycle Program	Direct outreach at the Rip City Riders Bike & Car Show, Cloverdale Citrus Fair, Santa Rosa Cycle Gear, and Z2 Track Day at Sonoma Raceway. 94% of residents surveyed said they recycle their motor oil.
ESL Outreach	4 classes taught (Prepared used oil recycling classroom materials/lesson ("The Family Car") for adult English learners through the Santa Rosa Junior College non-credit ESL program.)



RESULTS HIGHLIGHTS

In FY 23-24, Sonoma County used oil collection facilities collected over 104,000 gallon of used oil and over 49,000 oil filters. This represents a slight decrease from FY 22-23. However, collected of both oil and filters increased substantially at Spud Point Marina, as well as the Central Disposal HHW Facility. This indicates a shift away from residents using retail oil and filter drop off programs, instead relying on County-run facilities for recycling.

About 400 new oil filter drainers were distributed in FY 23-24.

HHW COST CENTER

JUSTIFICATION: MANDATED - ColWMP/Section 5.4.1.8
Provide recycling information to all County residents

WHO WORKS: Staff and Contractor (Conservation Corps North Bay North Bay)

FUNDING: HHW Cost Center

DURATION: Monthly events contracted until December, 2024

DESCRIPTION: This program accepts electronics that are defined as household hazardous waste. This program is subsidized by the State through the Electronics Recycling Act of 2003. State subsidy is based on pounds received for recycling. A contractor conducts electronic recycling events under contract with ZWS. ZWS pays for site fees and coordinates advertising.

E-WASTE RECYCLING EVENTS

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

E-waste collection events have been operated by the Conservation Corps North Bay (CCNB) since 2016. CCNB now accepts e-waste at their facility in Santa Rosa in addition to these events.

Programs are advertised through paid advertising in local newspapers and radio stations, in the annual Zero Waste Guide, and through social media.



FREE E-WASTE RECYCLING EVENT CLOVERDALE

October 13-15, 2023 • 9A - 5P
TRAIN DEPOT
501 ASTI RD



zerowastesonoma.gov

POUNDS COLLECTED

JURISDICTION	POUNDS OF COVERED E-WASTE (TVS, LAPTOPS AND MONITORS)	POUNDS OF NON-COVERED E-WASTE
Cloverdale	8,781	14,034
Healdsburg	3,386	7,571
Petaluma	18,896	28,636
Rohnert Park	5,870	10,588
Santa Rosa	50,452	84,094
Sonoma	3,423	4,797
Unincorporated	9,710	13,784
Windsor	4,249	7,755
TOTAL	104,767	171,259

ENGLISH RADIO PAID ADVERTISING

RADIO	# 30-SEC. ADS
KFGY	48
KVRV	120
KSRO	72
TOTAL	240

ENGLISH NEWSPAPER PAID ADVERTISING

PRINT	# PAID ADS
Press Democrat	13
Sonoma Index Tribune	1
Petaluma Argus-Courier	1
TOTAL	15

E-WASTE COLLECTION EVENTS

JURISDICTION	# E-WASTE EVENTS	PARTICIPANTS AT E-WASTE EVENTS
Cloverdale	2	418
Healdsburg	1	175
Petaluma	2	766
Rohnert Park	1	325
Santa Rosa (including Oakmont)	3 Santa Rosa 2 Oakmont	1,883 Santa Rosa 801 Oakmont
Sonoma	1	148
Unincorporated	2	414
Windsor	1	246
TOTAL	15	5,176



RESULTS HIGHLIGHTS

5,176 participant donors participated in monthly ZWS and CCNB e-waste events.

104,767 pounds of Covered Electronic Waste (CEW) (TVs, laptops, and monitors) were collected.

171,259 pounds of Universal Waste Electronic Devices (UWED), non-covered e-waste were collected.

HHW COST CENTER

JUSTIFICATION: MANDATED - JPA
 Required by regulation, contract administration/oversight (Section 5.4.1.8 of the ColWMP)

WHO WORKS: Staff and Contractor (Recology Sonoma Marin and Onsite Electronics)

FUNDING: HHW Cost Center

DURATION: Agreement for e-waste handling, transporting, and recycling with Onsite Electronics expires in June 2026.
 Agreement for transportation of e-waste to the Sonoma Transfer Station with Recology Sonoma Marin expires in December 2026.

DESCRIPTION: Transport and properly dispose of electronic wastes collected at all of the County-owned disposal sites.

E-WASTE COLLECTION AT DISPOSAL SITES

REPORTING PERIOD OF CALENDAR YEAR 2023

E-waste collection is offered at all County Refuse Disposal Sites. A contract with Onsite Electronics provides sorting, transportation, and recycling of electronic waste from these locations. We continue to see reduced weight in material accepted due to a phasing out of heavy items such as TVs and monitors known as cathode ray tube devices (CRTs).

POUNDS OF E-WASTE COLLECTED BY TRANSFER STATIONS

TRANSFER STATION	CEW WEIGHT (CRT + FLATSCREENS INCLUDED)	UWED WEIGHT	TOTAL WEIGHT
Annapolis Transfer Station	6,663	7,818	14,481
Central Disposal Site	256,105	279,003	535,108
Guerneville Transfer Station	38,404	43,572	81,976
Healdsburg Transfer Station	104,132	99,408	203,540
Sonoma Transfer Station	56,366	64,974	121,340
TOTAL	461,670	494,775	956,445

**CEW = COVERED ELECTRONIC DEVICES
 (ANYTHING WITH A SCREEN LARGER THAN
 4 INCHES)**

**UWED = UNIVERSAL WASTE ELECTRONIC
 DEVICES (ALL OTHER E-WASTE)**



ACCEPTABLE ELECTRONIC DEVICES

- Answering machines
- Calculators
- CD players
- Cell phones
- CPAP/Bi-PAP machines
- Copiers
- CRT monitors
- CRT televisions
- Data storage devices
- Desktop computers
- Digital cameras
- DVD players
- Electronic cables
- Fax machines
- Flash drives
- Hard drives
- Keyboards/mice
- Laptop computers
- LCD monitors
- LCD television
- LED monitors
- LED televisions
- Microwaves
- Modems/routers
- Network equipment
- Plasma monitors
- Plasma televisions
- Portable DVD players
- Power cords/adapters
- Printers
- Radios
- Rear projection and DLP TVs
- Remote controls
- Robotic vacuums
- Scanners
- Servers
- Stereos
- Tablets
- Telecom equipment
- Telephones
- VCRs
- Video games consoles
- Zip drives

UNACCEPTABLE ITEMS

- **Appliances** such as air purifiers, refrigerators, freezers, washers, dryers, stoves, ovens, water heaters, air conditioners
- **Ballasts/capacitors**
- **Batteries** other than those in electronic devices
- **Battery powered consumer products** such as power tools, toys, toothbrushes, cordless power tools
- **Contaminated electronic waste** such as medical equipment
- **Exercise/sporting equipment** (an incorporated tv screen should be recycled as e-waste)
- **Fans**
- **Gas cylinders** (propane, etc)
- **Gas powered lawn equipment**
- **Household hazardous waste** (pesticides, aerosols, cleaners)
- **Lamps and light bulbs**
- **Medical equipment** (can be accepted on a case-by-case basis)
- **Mercury containing** (thermostats, switches)
- **Miscellaneous household goods** such as Swiffers™, clocks, waffle irons, irons, sanders, staplers, lamps

- **Non-electronic items** such as CDs, VHS Tapes, DVDs, memory sticks and floppy discs
- **Radioactive devices** (including smoke detectors and exit lights)
- **Satellite dishes**
- **Small kitchen appliances**
- **Solar panels**
- **Vacuum cleaners, shop vacs**
- **Vehicle air bags**
- **Wood**, including wood-encased stereo speakers



RESULTS HIGHLIGHTS

461,670 pounds of covered e-waste was collected at all County Refuse Disposal Sites.

494,775 pounds of non-covered e-waste/universal waste electronic devices (UWED) was collected at all County Refuse Disposal Sites.

HHW COST CENTER

JUSTIFICATION: BOARD DIRECTED
WHO WORKS: Staff and Contractor (Conservation Corps North Bay)
FUNDING: HHW Cost Center
DURATION: Grant project term Sept 2022 to Sept 2025
DESCRIPTION: Offer up to 6 solar panel collection events for residentially-owned solar panels.

SOLAR PANEL RECYCLING EVENTS

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

This first-of-its-kind pilot project explored considerations of an aging solar panel population in our region. The pilot is being used to gather information to determine if a permanent program could and should be established in Sonoma County. The first event was held on June 16, 2023 and five more events were held in FY 23-24. Another six are scheduled for early 2025.

Solar panels are currently considered universal waste, a category of hazardous waste, and cannot be safely disposed of in a landfill. Only 10% of solar photovoltaic, or PV, panels are recycled today in the US. Several companies and organizations in California recycle old solar panels to retrieve the valuable mineral components to use in new panels, but they only accept large quantity donations that are far larger than a typical residential array. Valuable materials contained in solar panels include cadmium telluride, silver, copper, silicon, and other rare-earth minerals that are often only naturally found in other countries. When removed from old panels these materials can be reutilized, lowering the need for additional mining for the projected demand for solar panels, driven in part by legislation.

Many solar panels have a lifespan of 20-30 years, but some homeowners replace solar panels before the end of their lifespan to utilize newer technology or in conjunction with roofing upkeep.

PANELS COLLECTED AT THE EVENTS MUST BE GENERATED BY A RESIDENT (NOT A BUSINESS) IN SONOMA COUNTY.

RESIDENTS CAN BRING A MAXIMUM OF 40 PANELS.



SOLAR PANEL COLLECTION EVENTS SUMMARY

LOCATION	EVENT DATE	# COLLECTED	# REUSED	# RECYCLED
Petaluma	7/14/23	64	8	56
Rohnert Park	9/8/23	100	20	80
Luther Burbank Center	1/12/24	104	6	98
Sonoma	4/5/24	54	4	50
Healdsburg	5/10/24	131	0	131

Reuse recipients include New Carpati Farm (20), Habitat for Humanity Restore (15), Sonoma Academy (4).



ADMIN COST CENTER

JUSTIFICATION: BOARD DIRECTED
WHO WORKS: Staff
FUNDING: Admin Cost Center
DURATION: Ongoing
DESCRIPTION: To utilize the subject matter experts on staff to influence state legislation.

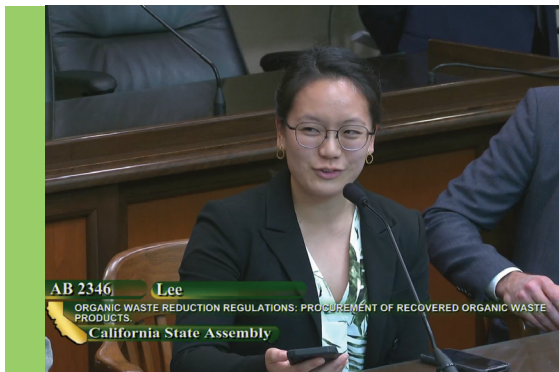
POLICY OVERVIEW

REPORTING PERIOD JULY 1, 2023 TO JUNE 30, 2024

Agency staff was active at the state capital this year, cosponsoring SB 1066 and testifying in support of AB 2346 to address problematic product disposal as well as finding solutions for jurisdictions to meet SB 1383 procurement targets.

SB 1066 - A California Senate bill that aims to establish a "producer responsibility" program for marine flares, meaning manufacturers would be required to create a system for collecting and safely disposing of expired marine flares, effectively shifting the responsibility of disposal from boaters to the companies that produce them; this is intended to address environmental concerns related to improper disposal of these pyrotechnic devices.

AB 2346 - A California Assembly Bill that aims to expand the ways local jurisdictions can meet their organic waste procurement targets by allowing them to count compost produced and procured from specific community composting operations towards their goals, essentially providing more flexibility in achieving organic waste reduction regulations; it is focused on the procurement of recovered organic waste products like compost.





THANK YOU!





Agenda Item #: 8
Staff Contact: Pagal
Agenda Date: 3/20/25
Approved By: LL

ITEM: Repair Event and Reuse Education Program RFP Approval

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board provide feedback on the draft RFP and approve the release the Request for Proposals with the attached scope of work.

II. BACKGROUND

In 2022, the Zero Waste Sonoma Board of Directors approved reuse and repair workshops and events as part of the 2022-2023 work plan. In April 2022, staff, along with community partners hosted the first Zero Waste Sonoma Fix-it Clinic and Reuse Fair. With the success of the first event, Zero Waste Sonoma organized two more repair events. Since then, the local nonprofit, Reuse Alliance has become a trusted organizer and has hosted an additional eight local repair fairs. Zero Waste Sonoma has extended partial sponsorship to these repair events.

This is the first Repair Event and Reuse Education RFP that the Agency has brought forward for consideration from the Board.

III. DISCUSSION

A repair event and reuse education RFP was approved in the FY 25-26 Work Plan at the January 16, 2025 board meeting and funding included in the draft budget at the February 20, 2025 board meeting. The primary objectives of this limited term program are to:

1. **Promote Repair and Reuse Culture:** Foster a culture of repair and reuse among Sonoma County residents, emphasizing environmental sustainability and reducing waste.
2. **Provide Education and Hands-on Workshops:** Offer educational sessions and hands-on workshops at Repair Fairs to teach attendees skills for repairing common household items.
3. **Reduce Waste Sent to Landfills:** Reduce the volume of waste sent to landfills by encouraging residents to repair and reuse items rather than discard them.
4. **Increase Community Engagement:** Strengthen community participation through interactive, accessible events that connect local experts with residents.
5. **Build Long-Term Skills:** Equip participants with knowledge and skills they can apply beyond the Repair Fairs to encourage long-term repair practices in their everyday lives.

The full scope of work for this project is provided in the draft RFP.

IV. FUNDING IMPACT

This new ongoing program was approved in the FY 25/26 Work Plan under the Education budget. \$50,000 has been allocated for this program.

V. ATTACHMENTS

Draft RFP



REQUEST FOR PROPOSALS

TO IMPLEMENT A REPAIR EVENT & REUSE EDUCATION PROGRAM

Proposals due 5:00 p.m. on April 22, 2025

Submit proposal to:

Sloane Pagal, Zero Waste Program Manager
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B240
Santa Rosa, CA 95403
sloane.pagal@sonoma-county.org

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

Agency: Zero Waste Sonoma (also known as Sonoma County Waste Management Agency), is a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.

County: The County of Sonoma, a political subdivision of the State of California.

Contractor: The person or entity awarded the contract.

Proposer: The person or entity submitting a proposal in response to the RFP.

1.2 Overview of Requested Services

Agency seeks proposals for a repair event and reuse education program.

Zero Waste Sonoma's mission is to empower personal action in waste reduction and materials management by implementing practical solutions to protect our natural resources. To support this goal, we are seeking proposals from qualified organizations or individuals to implement a Repair Event and Reuse Education program throughout Sonoma County. The program aims to raise awareness about the benefits of reuse and provide free repair services to residents in member jurisdictions, while supporting the local reuse economy.

The primary objectives of this project are to:

1. **Promote Repair and Reuse Culture:** Foster a culture of repair and reuse among Sonoma County residents, emphasizing environmental sustainability and reducing waste.
2. **Provide Education and Hands-on Workshops:** Offer educational sessions and hands-on workshops at Repair Events to teach attendees skills for repairing common household items.
3. **Reduce Waste Sent to Landfills:** Reduce the volume of waste sent to landfills by encouraging residents to repair and reuse items rather than discard them.
4. **Increase Community Engagement:** Strengthen community participation through interactive, accessible events that connect local experts with residents.
5. **Build Long-Term Skills:** Equip participants with knowledge and skills they can apply beyond the Repair Fairs to encourage long-term repair practices in their everyday lives.

Section 4.2 details the Scope of Services requested by the Agency for this RFP.

All data and information furnished by Agency or referred to in this RFP are furnished for the Proposer's convenience. Agency does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation.

1.3 Existing Conditions & Context

Community repair events and reuse initiatives are more resource-efficient than traditional recycling, as they help conserve raw materials, reduce energy consumption, and minimize waste. By repairing and reusing items, fewer new products need to be manufactured, lessening the environmental burden of resource extraction and production

processes. While recycling is valuable, it often requires energy-intensive processes and can't always return materials to their original state.

These events also significantly reduce the amount of waste that ends up in landfills. Many items that could be repaired or reused are discarded prematurely. Repairing and reusing not only prevents this waste but also extends the lifespan of products, reducing the need for recycling or disposal, which sometimes results in downcycled materials of lower quality.

Repair events offer a chance for community engagement, where participants can share skills and learn how to fix everyday items. This builds local networks, promotes sustainability, and fosters a culture of resourcefulness. Unlike recycling, which generally doesn't provide opportunities for personal growth, repair fairs empower people with new skills that help them reduce their reliance on manufactured goods and commercial repair services.

In addition to being cost-effective, repairing and reusing have a lower environmental impact compared to recycling, which often involves complex, energy-intensive processes. These initiatives encourage mindful consumption, where people think about the long-term value and environmental costs of the products they buy, thus promoting a shift from a "throwaway culture" to one focused on sustainability and durability.

To help establish a culture of repair and reuse in Sonoma County, it is important to offer recurring and ongoing events to expose residents and businesses to these concepts and offer opportunities to keep items in use. The purpose of this RFP is to identify one contractor to create and build out a network of local repair people who can offer to volunteer their services, coordinate with libraries and venues to schedule events throughout all Sonoma County jurisdictions and offer reuse resources and education to attendees and a broader audience.

2. GENERAL INFORMATION

The general guidelines for preparing a response to this RFP are explained in this section.

2.1 Questions

All questions pertaining to this RFP must be directed to:

Sloane Pagal, Zero Waste Program
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
e-mail: sloane.pagal@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **April 4, 2025**; no response will be made to questions submitted after this date. Responses will be prepared to any questions received. The Proposer is solely responsible for providing their email address by **April 4, 2025** to the contact above so that the responses can be circulated as soon as available.

2.2 Agency Contact for Information

All requests for additional information regarding this RFP should be directed to Agency's staff person, noted above. Do *not* directly contact other Agency staff or members of the Board of Directors. Individuals or organizations that do so may be disqualified from further consideration. Agency will recognize only those responses to inquiries issued in writing by Agency in Addendum form as binding modifications to this RFP.

2.3 Appeals Process

Should any Proposer dispute Agency's determinations and findings during the RFP process, such Proposer shall give

Agency written notice of the matter in dispute within five (5) days of Proposer's first knowledge of the decision or determination. The Proposer shall thereafter, within ten (10) days of Proposer's first knowledge of Agency decision or determination in dispute, provide Agency with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the Proposer disputes the Agency's determination or decision and submit all documentary evidence relied on by Proposer. The Statement of Dispute must meet the following conditions and requirements:

- a. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.
- b. The Statement of Dispute must specifically refer to the specific portions of the RFP, which form the basis for the protest, and all documentary evidence relied upon.
- c. The Statement of Dispute must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest, and who shall have seven (7) calendar days to respond to the Statement of Dispute.

Agency will review the Statement of Dispute, and may, at its discretion, elect to hold an administrative hearing thereon, and may request Proposer to produce such further evidence as Agency deems material to a decision on the issue, after which time Agency will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the Proposer's sole and exclusive remedy in the event of protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the Agency's decisions and determinations made during the RFP process.

2.4 Confidentiality

Agency has made a determination in accordance with Section 7922.000 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by Agency until the time Agency is considering award of a contract for the services. In the event a Proposer wishes to claim that portions of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Proposer may also request that such confidential documents be returned to Proposer upon completion of the RFP process, unless otherwise required by law. Blanket designations of "confidential" shall not be effective. Agency shall notify Proposer in the event that Agency receives any requests for disclosure under the Public Records Act for documents that have been marked confidential by Proposer. If the Proposer wishes to prevent the disclosure of such material, the Proposer shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, Proposer shall defend and indemnify Agency from any claims and/or litigation relating to a claim of confidentiality.

Proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The cost of services shall not be designated as proprietary or confidential information.

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

Proposals must be presented in accordance with the information requested in Section 4, Proposal Requirements. Other relevant information that the Contractor feels is appropriate may be included. The following rules shall apply:

- All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile, mailed or hand delivered proposals will be accepted.
- The proposal shall be submitted to Agency no later than **5:00 p.m.** on **April 22, 2025**. The e-mail subject line must clearly state **“Repair Event & Reuse Education Program Proposal”** and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent by email to Agency contact found in Section 2.1 above.
- Each proposal shall include all information required by this RFP and any subsequent addenda.
- Proposals received after the required submittal date and time will be rejected. The Agency will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Rights of the Agency

Contractors shall submit an appropriately signed Exhibit A – Proposal Authorization and Acknowledgement Form stating that the Contractor agrees with the rights of Agency as described below. Agency shall have the right to:

- Award an agreement for services described in this RFP.
- Reject all proposals and not award an agreement.
- Reject any proposal.
- Select a proposal other than the lowest cost/highest payment proposal.
- If during the course of negotiations with a selected Contractor, the Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, the Agency reserves the right to suspend negotiations with that Contractor and begin negotiations with another Contractor. Also, the Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Contractor.
- Waive defects and/or irregularities in any proposal.
- Request from any Contractor at any time during the evaluation process, clarification of any information contained in the proposal.
- Request “Best and Final” offers.
- Conduct interview(s) with any Contractor(s).
- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any client with which the Contractor has done business.
- Take other such action that best suits the needs of Agency, its member agencies and/or their citizens.

Contractors are notified that the costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the Contractor. No compensation will be provided to Contractors for work performed or costs incurred during the preparation, submittal or evaluation of Proposals neither for the negotiation or execution and delivery of an Agreement awarded as a result of this RFP.

4. PROPOSAL REQUIREMENTS

A proposal shall be complete and concise and should be prepared in substantial conformance with the format and order described below to assist in the review process. *A Proposal that omits or inadequately addresses any of the topics below may be rejected.*

4.1 Letter of Submission

The proposal must contain a submission letter that contains the Contractor's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the Contractor to the proposal terms must sign this letter.

The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number
- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

4.2 Scope of Work

The Agency is seeking the professional services of a Contractor with expertise in implementing repair events and implementing reuse education and outreach. The selected Contractor will lead efforts to coordinate and execute repair events for residents in Sonoma County. The contractor will also provide education to attendees and the greater Sonoma County community around the importance of reuse and ways to participate. This will involve the following tasks:

Task 1: Program Design and Planning:

- Develop a comprehensive plan to implement the Repair Event and Reuse Education Program in various locations across Sonoma County.
- Identify key areas for outreach and engagement, including underserved communities and areas with limited access to repair services.
- Collaborate with local environmental organizations, repair specialists, and volunteers to deliver effective programming.

Task 2: Repair Fair Organization:

- Coordinate and host ten Repair Events at locations throughout Sonoma County (one per member jurisdiction).
- Recruit and train staff, volunteers, and repair specialists to assist participants in repairing a variety of household items such as electronics, clothing, small appliances, furniture, lamps, and bicycles.
- Ensure that each event includes educational components (e.g., repair tutorials, tips on reuse, and sustainable living practices).
- Facilitate community-building opportunities, such as local partnerships with businesses or nonprofits.

Task 3: Workshops, Clothing Swaps, and Educational Materials:

- Develop and distribute educational materials (brochures, guides, online resources) that teach repair and reuse techniques and emphasize sustainability.
- Utilize local expertise to lead hands-on workshops that may include topics such as basic electronics repair, clothing repair, or furniture restoration.
- Coordinate clothing swaps in conjunction with workshops or repair events to enhance reuse activity.

Task 4: Community Engagement and Outreach:

- Conduct outreach and marketing efforts to encourage participation in the Repair Fairs and educational workshops, especially targeting underrepresented and hard-to-reach communities.
- Leverage social media, local publications, and community partnerships to advertise events and programs.
- Measure participant satisfaction and gather feedback to improve future events.

Task 5: Tracking and Reporting:

- Track the number of attendees, volunteers, items repaired, and weight of waste diverted from landfills as a result of each Repair Event, as well as associated GHG emissions impacts of diverted materials.
- Provide monthly updates to Zero Waste Sonoma, including data on the success of the Repair Event and Reuse Education Program.
- Submit a final report detailing the program's achievements, challenges, and recommendations for future efforts.

4.3 Qualifications and Experience of Firm

The proposal should include the Contractor's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement. The Contractor will describe the history, purpose, and primary activities of their business. Indicate any similar projects previously implemented by your group. Describe the geographic area of current operations, entities you are providing services to, and the primary funding sources for your business.

The Contractor must provide descriptions of similar work performed for other clients. The description shall list the:

- Dates and a description of the services that were provided;
- Names and responsibilities of the team members involved with the referenced work; and
- Name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

Contractor should ideally provide a minimum of one (1) California governmental clients that Agency may contact to conduct a reference check regarding provision of the proposed service, if applicable.

4.4 Subcontractors

Contractor shall provide a list of all subcontractors to be utilized for any of the proposed services, including company name, mailing address, phone number, e-mail address, website URL (if available), contact's name and phone number, and function of subcontractor.

4.5 Schedule and Timeline

Period Work will commence when a signed contract is in place and not before July 1, 2025, and all work shall be completed within the fiscal year ending June 30, 2026. The start of work shall be the kickoff meeting with Agency.

4.6 Budget

Work will be compensated on a monthly basis. Contract pricing should include all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor will bill monthly. No additional compensation will be due by Agency unless the contract is modified for additional work requested by Agency.

Agency has budgeted \$50,000 in total funding for this project over the 2025-2026 fiscal year.

4.7 Equity and Community Involvement

Referring to your proposed project and/or your organization's work in general, please describe efforts to advance equity and inclusion in your organization, in your community, and/or through your programs and services in one or more of the following areas:

- Increasing access for those in need of food, products and /or services.
- Improving the community by offering education, training, recreation or other lacking services.

- Job training and creation of jobs for marginalized and/or under-employed community members.
- Working with and supporting community organizations in your community.
- Other

NOTE: If you have addressed equity and community involvement in response to previous questions, no need to repeat. Just reference the question response(s) that contain(s) the information.

4.8 Insurance

The Contractor should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement attached to this RFP as Exhibit B. Prior to award of the Agreement, the successful Contractor shall furnish Agency with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful Contractor, its agents, representatives, employees or subcontractors. If Contractor wishes to change specific insurance terms, these exceptions must be noted in Exhibit B.

4.9 Agreement for Services

The selected Contractor must execute and submit the Agreement, which includes a requirement to attached hereto as Exhibit B to this RFP, unless modified pursuant to the procedures set forth herein. Contractor shall identify in its proposal any requested modifications to the Agreement.

5. Evaluation of Proposals

This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria. Proposal Evaluation Criteria: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

Criteria	Points
Organization's (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References	20
Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References	15
Demonstrated Understanding of the overall project and proposed approach that addresses the requested Scope of Work	50
Detailed Project Timeline	15

Agency shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of Agency. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. Agency will then evaluate the benefit of the proposed services described in the proposal to Agency, its member agencies and their citizens.

6. AGENCY RFP SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
March 21, 2025	Distribution of RFP	AGENCY
April 4, 2025	Submit Written Questions (3:00 p.m.)	PROPOSER
April 8, 2025	Response to Submitted Questions	AGENCY
April 22, 2025	Proposals Due (5:00 p.m.)	PROPOSER
May 15, 2025	Award of Agreement (tentative)	AGENCY
July 1, 2025	Work may begin	CONTRACTOR
June 30, 2026	Work completed	CONTRACTOR

7. ATTACHMENTS

- Exhibit A: Proposal Authorization and Acknowledgement Form
- Exhibit B: Form of Agreement

Exhibit A
Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit B) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable for 120 days from the date of submittal.
5. The undersigned acknowledges that Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and not award an agreement.
 - Reject any proposal.
 - If during the course of negotiations with a selected Contractor, Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, Agency reserves the right to suspend negotiations with that Contractor and begin negotiations with another Contractor. Also, Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Contractor.
 - Waive defects and/or irregularities in any proposal.
 - Request from any Proposer at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any Proposer(s).
 - Negotiate terms and conditions that are different from those described in this RFP and Agreement.
 - Contact references provided and seek information from any client with which the Proposer has done business.
 - Take other such action that best suits the needs of Agency and/or its citizens.

Exhibit B
Form of Agreement

_____ The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions stated therein.

_____ The undersigned has carefully reviewed the forms of Agreement contained in the RFP and is prepared to agree to the terms and conditions of the forms with the proposed modifications attached hereto. (Proposer must attach any proposed modifications to the form of Agreement.)

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____ Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES TO IMPLEMENT A REPAIR EVENT AND REUSE EDUCATION PROGRAM IN SONOMA COUNTY

This agreement ("Agreement"), dated as of _____, 2025 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a [include description of Contractor, e.g., "a California Corporation", etc., if appropriate] (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Services related to the provision of a repair event and reuse education service program ("Program"); and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to operate the Program; and,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose performing Services related to the Project and Study. Contractor shall perform services as defined in Exhibit A, Scope of Services.

1.2 Cooperation with Agency. Contractor shall cooperate with Agency and Agency staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

2.1 Contractor shall be paid for services rendered on a time and materials basis in accordance with Exhibit B, upon monthly invoices for work billed and satisfactorily performed.

2.2 Monthly invoices shall be submitted by Contractor and shall identify the work completed, the number of hours for the month, by job classification and the amount for work completed.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2025 to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to three (3) years provided that the payment amount, as defined in Section 2, is unchanged.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9 and shall submit to Agency an invoice for payment up to the date of termination.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

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6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.4 Reserved.

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.5 Documentation. The following documentation shall be submitted to the Agency:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to Agency.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further

covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by Agency, Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Contractor's or such other person's financial interests.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Contractor assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, and bills, and payments shall be made in writing and shall be given by personal delivery, email, or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Zero Waste Sonoma
Attention: Leslie Lukacs
2300 County Center Drive, Suite B-240
Santa Rosa, CA 95403
Email: leslie.lukacs@sonoma-county.org
Phone: (707) 565-3687

Contractor: Name
Attention:
Address:
Email:
Phone:
City, State Zip

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by email/facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the email/facsimile transmission, and (3) the email/facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By:

Leslie Lukacs, Agency Executive Director

Date:

Reviewed as to form:

Ethan Walsh, Agency Counsel

Contractor

Signature: _____

Title:

Date:
