



SONOMA COUNTY WASTE MANAGEMENT AGENCY

## Meeting of the Board of Directors

August 21, 2025  
REGULAR MEETING

Regular Session begins at 9:00 a.m.

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=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

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**

August 21, 2025

#### REGULAR MEETING

Regular Session begins at 9:00 a.m.

#### Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Agenda Notes	4
Item 4.1: Minutes of the May 15, 2025 Regular Meeting	5
Item 4.2: June, July, August, and September 2025 Outreach Calendar	9
Item 5: California Volunteers Youth Service Corps: Budget Adjustment and Grant Agreement between Sonoma County Waste Management Authority (SCWMA) and Conservation Corps North Bay (CCNB)	12
Item 6: Request for Proposals to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County	37

*Note: This packet is 64 pages total*



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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, August 20th. 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](mailto: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 dialogue 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. Agenda Approval
3. Public Comments (items not on the agenda)

### Consent (w/attachments)

- 4.1 Minutes of the May 15, 2025 Meeting
- 4.2 June, July, August, and September 2025 Outreach Calendar

### Regular Calendar

5. California Volunteers Youth Service Corps: Budget Adjustment and Grant Agreement between Sonoma County Waste Management Authority (SCWMA) and Conservation Corps North Bay (CCNB) [Sales]
6. Request for Proposals to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County [Pagal]
7. Boardmember Comments – NO ACTION
8. Executive Director Report – VERBAL REPORT
9. Staff Comments – NO ACTION
10. Next ZWS meeting: September 18, 2025
11. Adjourn

**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](http://www.zerowastesonoma.gov)



**To:** Zero Waste Sonoma Board Members  
**From:** Leslie Lukacs, Executive Director  
**Subject:** August 21, 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.

4.1 Minutes of the May 15, 2025 Meeting

4.2 June, July, August, and September 2025 Outreach Calendar

### **5. California Volunteers Youth Service Corps: Budget Adjustment and Grant Agreement between Sonoma County Waste Management Authority (SCWMA) and Conservation Corps North Bay (CCNB)**

From July 2022 to September 2024, Zero Waste Sonoma managed a \$2.5 million grant from CalVolunteers called the Californians For All Youth Workforce Development Program. Conservation Corp North Bay (CCNB) was the subgrantee on this grant. During this grant term, CCNB worked as a Food Recovery Service, picking up excess, edible food from regulated Tier 1 and Tier 2 Edible Food Generators, as defined under SB 1383. During this grant term, CCNB rescued nearly 330,000 lbs. of edible food and trained over 230 Corpsmembers. In Spring 2025, CalVolunteers released an RFP for a second round of grant funding and rebranded the program as the Youth Service Corps grant. ZWS was awarded a grant amount of \$1,024,210.38 for a grant term beginning June 16, 2025, and ending on December 31, 2026. **Staff recommends approving an adjustment to the FY 25/26 Budget, adding \$1,024,210 in grant funds from CalVolunteers to implement the Youth Service Corps program. As this item is an amendment to the budget, it requires a super-majority (8/10) vote for approval. In addition, staff seeks the approve the grant agreement between SCWMA and CCNB for use of the CalVolunteers Youth Service Corps program, for a total of \$1,020,005.**

### **6. Request for Proposals to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County**

Staff is seeking to issue an RFP to receive proposals to conduct technical assistance for education on disposable food service ware ordinances In Sonoma County on behalf of Zero Waste Sonoma and the 10 member jurisdictions. **Staff recommends the Board approve the public distribution of an RFP to Conduct Technical Assistance on Disposable Food Service Ware Ordinances in Sonoma County.**



## Minutes of May 15, 2025 Meeting

Zero Waste Sonoma met on May 15, 2025, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

### Board Members Present:

City of Cloverdale – Andrés Marquez  
City of Cotati – Susan Harvey  
City of Healdsburg – ABSENT  
City of Petaluma – Patrick Carter  
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – Dianna MacDonald  
City of Sebastopol – Phill Carter  
City of Sonoma – Jack Ding  
County of Sonoma – ABSENT  
Town of Windsor – JB Leep

### Staff Present:

Counsel: Ethan Walsh  
Staff: Thora Collard, Kristen Sales, Xinci Tan, Katherine Cushwa, Courtney Scott, Sloane Pagal, Rajesh Jyothiswaran  
Agency Clerk: Amber Johnson

### 1. Call to Order Regular Meeting

Regular session was called to order at 9:00 a.m.  
Introductions

### 2. Agenda Approval

- Move Item 5 last, following item 7.

### 3. Public Comments (items not on the agenda)

- Duane DeWitt, resident of Roseland, plastic bags are now made to be reused 125 times. The City of Santa Rosa uses new, large plastic bags for collecting waste streams at their creek clean up events. These small grocery bags can be used as an alternative for collection; this will help us narrow down the waste stream easier, making it more environmentally friendly and easier on city of Santa Rosa staff for pickup. We could be educating the public with mailers and flyers on topics like this. Thank you to the board and agency for working on topics such as this.

### 4. Consent (w/attachments)

4.1 Minutes of the April 17, 2025 Meeting

4.2 April, May, June 2025 Outreach Calendar

4.3 Approval of the Sixth Amendment to the Oil Program Management Agreement with Soluna Outreach Solutions

4.4 Approval of Third Amendment to Agreement for HHW Transportation and Disposal Services

4.5 Amendments to Short-Form Agreements with Petaluma Bounty and Zero FoodPrint for Implementation of a USDA Grant

**Board Comment:**

None

**Public Comments:**

- Duane DeWittt, resident of Roseland, will the USDA grant money be received?

**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	ABSTAIN
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	ABSENT	City of Sonoma	AYE
City of Petaluma	AYE	County of Sonoma	ABSENT
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -7- NOES -0- ABSENT -2- ABSTAIN -1-

**Motion passed.**

**Regular Calendar**

**5. Consideration of an Agreement with Reuse Alliance to Conduct a Repair Event and Reuse Education Program [Pagal]**

**Board Comments/Action Items:**

- Have you offered knife sharpening at the repair fair events? This is highly requested.
- All the local fixers are highly appreciated.
- Is there the option of providing a paint exchange at the events?
- Thank you for hosting events at the Sonoma community center.
- Is sewing or mending offered at these events?
- Phoebe and the Reuse Alliance have been great to work with. Excited to see this agreement move forward.

**Public Comments:**

None

**Motion:** To execute the Agreement with Reuse Alliance for a Sonoma County Repair Event and Reuse Education Program and approve the projected cost of services totaling \$50,000.

**First:** City of Cotati – Susan Harvey

**Second:** City of Sonoma – Jack Ding

**Vote Count:**

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

**Motion passed.**

**6. Presentation and Conclusion of the Technical Assistance Project for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County with Cascadia Consulting Group, Inc. [Tan]**

**Board Comments/Action Items:**

- Do we have a plan for follow-up inspections?
- Have there been any issues with the jurisdictions assisting in compliance?
- Is Sebastopol able to enforce this? How are we able to assist?
- Are there any comments on moving away from PET plastics?
- Is there any social media presence to promote the positives for the businesses that are doing well?
- Do we provide a list of compliant products to help businesses comply easier?
- Has any of the training been captured? It would be beneficial to provide video training to the businesses to give to employees for onboarding.
- Is there a presence where people can see success stories?
- Is there a tabulation of the data?
- How can we meet the SB 1383 organic waste reduction goal of 75% by 2030?
- There are a lot of opportunities for reuse in Cloverdale. Is there assistance for stickers and bins for businesses?
- Are we able to assist with outreach to businesses?
- Have we ever contacted the vendors regarding sales to the businesses?
- Are there partnerships with other organizations in the state?

**Public Comments:**

- Marie Kneemeyer, Recology Sonoma Marin is currently working on creating educational videos. When Recology has an account that is doing well, we like to highlight that on our social media. Cloverdale we would love to support you with your stickers and getting those restaurants assistance.

**7. Consideration of an Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances [Tan]**

**Board Comments/Action Items:**

- Did the current provider, Recyclist apply?
- Who uses the software?
- What is the length of the contract going to be?
- At the end of the agreement, is there a way to extract the data?

**Public Comments:**

None

**Motion:** Approval of the Agreement to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances to SMART Compliance for a term of 5 years.

**First:** City of Cotati – Susan Harvey

**Second:** City of Santa Rosa – Dianna MacDonald

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

**Motion passed.**

**8. Board Member Comments –**

- Is free mattress recycling available to all residents?
- The city of Petaluma fair will be held June 19-22<sup>nd</sup> at the fairgrounds. The reuseable cups from the cup pilot will be used at the fair for water this year. Additionally, thank you to Zero Waste Sonoma for assisting with bins to be used at the fair through the City County Payment Program.
- Cloverdale will be holding an outdoor event for the fourth of July celebration. Is there an ability to provide reusable cups at these events?
- Thank you to the staff that participated in bike to work day.

**9. Executive Director Report – VERBAL REPORT**

**10. Staff Comments –**

- There is an upcoming meeting with the HHW facility ad hoc committee to review the 50% design. We are at the halfway point of the design process.
- The Zero Waste Symposium was held on May 1<sup>st</sup>. There were over 160 people in attendance. Workshops were introduced this year and were very well received.

**11. Next ZWS meeting:** June 19, 2025

**12. Adjourn:** 10:36 a.m.

Submitted by: Amber Johnson



Agenda Item #: 4.2  
Agenda Date: 8/21/2025

## ITEM: June, July, August, September 2025 Outreach Calendar

### June 2025 OUTREACH

Start date	End date	Start time	End time	Event
6/1/25	6/1/25	10:00 AM	3:00 PM	5th Annual Wildfire and Earthquake Safety Expo (Santa Rosa)
6/3/25	6/3/25	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
6/7/25	6/7/25	1:00 PM	9:00 PM	Sonoma Wild Music Festival (Rohnert Park)
6/10/25	6/10/25	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)
6/15/25	6/15/25	9:00 AM	4:00 PM	Father's Day Annual "Show and Shine" (Santa Rosa)
6/17/25	6/17/25	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
6/20/25	6/22/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
6/21/25	6/21/25	9:00 AM	5:00 PM	Mattress Collection Event (Santa Rosa)
6/22/25	6/22/25	1:00 PM	5:00 PM	Cloverdale Summerween
6/24/25	6/24/25	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
6/25/25	6/25/25	5:00 PM	8:30 PM	The WaterSmart Expo (Wednesday Night Market (Santa Rosa)

### July 2025 OUTREACH

Start date	End date	Start time	End time	Event
7/1/25	7/1/25	4:00 PM	8:00 PM	HHW Collection Event (Bodega Bay)
7/8/25	7/8/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
7/9/25	7/9/25	5:00 AM	8:30 PM	Wednesday Night Market (Santa Rosa)
7/12/25	7/12/25	10:00 AM	3:00 PM	Annual Cotati Kids Festival (Cotati)
7/13/25	7/13/25	10:00 AM	2:00 PM	Courthouse Square Farmers Market (Santa Rosa)
7/15/25	7/15/25	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
7/16/25	7/16/25	5:00 PM	8:30 PM	Wednesday Night Market (Santa Rosa)
7/18/25	7/20/25	9:00 AM	5:00 PM	Petaluma E-Waste Event
7/19/25	7/19/25	9:00 AM	5:00 PM	Petaluma Mattress Recycling Event
7/19/25	7/19/25	9:00 AM	2:00 PM	Devils Darlin's 34th Annual Car Show (Sonoma)
7/22/25	7/22/25	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
7/23/25	7/23/25	5:00 PM	8:30 PM	Wednesday Night Market (Santa Rosa)

7/26/25	7/26/25	8:30 AM	12:00 PM	Healdsburg Farmers Market (Healdsburg)
7/27/25	7/27/25	10:00 AM	7:00 PM	Guelaguetza in Healdsburg (Healdsburg)
7/29/25	7/29/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
7/30/25	7/30/25	5:00 PM	8:30 PM	Recology Village Wednesday Night Market (Santa Rosa)

## August 2025 OUTREACH

Start date	End date	Start time	End time	Event
8/1/25	8/10/25	12:00 PM	9:00 PM	Sonoma County Fair (Santa Rosa)
8/5/25	8/5/25	4:00 PM	8:00 PM	HHW Collection Event (Monte Rio)
8/12/25	8/12/25	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
8/15/25	8/15/25	5:00 PM	8:00 PM	Rohnert Park Seasonal Farmers Market (Rohnert Park)
8/16/25	8/17/25	9:00 AM	5:00 PM	Oakmont E-Waste Event
8/16/25	8/16/25	9:00 AM	5:00 PM	Oakmont Mattress Recycling Event
8/19/25	8/19/25	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)
8/21/25	8/21/25	4:00 PM	8:00 PM	Occidental Farmers Market
8/23/25	8/23/25	8:30 AM	12:00 PM	Healdsburg Farmers Market (Healdsburg)
8/24/25	8/24/25	9:30 AM	12:30 PM	Windsor Farmers Market (Windsor)
8/26/25	8/26/25	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)

## September 2025 OUTREACH

Start date	End date	Start time	End time	Event
9/2/25	9/2/25	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
9/3/25	9/3/25	4:30 PM	7:30 PM	Cotati Seasonal Farmers Market (Cotati)
9/6/25	9/6/25	10:00 AM	4:00 PM	Cloverdale and motorcycle carshow (Cloverdale)
9/9/25	9/9/25	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
9/12/25	9/12/25	4:00 PM	8:00 PM	Fiesta de Independencia Cloverdale Citrus Fair (Cloverdale)
9/12/25	9/14/25	9:00 AM	5:00 PM	Rohnert Park E-Waste Event
9/13/25	9/13/25	9:00 AM	5:00 PM	Rohnert Park Mattress Recycling Event
9/13/25	9/13/25	8:30 AM	12:00 PM	Healdsburg Farmers Market (Healdsburg)
9/14/25	9/14/25	10:00 AM	2:00 PM	Courthouse Square Farmers Market (Santa Rosa)
9/14/25	9/14/25	1:00 PM	7:00 PM	Fiesta de la Independencia (Mexican Independence Day Celebration) Santa Rosa
9/16/25	9/16/25	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)

9/23/25	9/23/25	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
9/27/25	9/27/25	10:00 AM	4:00 PM	Elks Charity Classic Car Show (Petaluma)
9/28/25	9/28/25	10:00 AM	2:00 PM	The Springs Farmers Market (Boyce Hot Springs)
9/30/25	9/30/25	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)



Agenda Item #: 5  
Staff Contact: Sales  
Agenda Date: 8/21/25  
Approved By: LL

## **ITEM: California Volunteers Youth Service Corps: Budget Adjustment and Grant Agreement between Sonoma County Waste Management Authority (SCWMA) and Conservation Corps North Bay (CCNB)**

### **I. RECOMMENDED ACTION**

Staff recommends the Board approve two actions:

1. Approve an adjustment to the FY 25/26 Budget, adding \$1,024,210 in grant funds from California Volunteers (CalVolunteers) to implement the Youth Service Corps program. As this item is an amendment to the budget, it requires a super-majority (8/10) vote for approval.
2. Approve the grant agreement between SCWMA and CCNB for use of the CalVolunteers Youth Service Corps program, for a total of \$1,020,005.

### **II. BACKGROUND**

From July 2022 to September 2024, Zero Waste Sonoma managed a \$2.5 million grant from CalVolunteers called the Californians For All Youth Workforce Development Program.” Conservation Corp North Bay (CCNB) was the subgrantee on this grant. During this grant term, CCNB worked as a Food Recovery Service (FRS), picking up excess, edible food from regulated Tier 1 and Tier 2 Edible Food Generators, as defined under SB 1383. During this grant term, CCNB rescued nearly 330,000 lbs. of edible food and trained over 230 Corpsmembers.

In Spring 2025, CalVolunteers released an RFP for a second round of this funding. This time, the program was rebranded as “Youth Service Corps.” ZWS applied to this RFP and was awarded a grant amount of \$1,024,210.38 for a grant term beginning June 16, 2025, and ending on December 31, 2026.

### **III. DISCUSSION**

Zero Waste Sonoma is partnering with the subgrantee, CCNB, on this program to provide 54 CCNB Program Fellows with training and career development in the fields of food recovery and the collection and disposal of hazardous and illegally dumped materials. Fellows will develop programs and services to address two focus areas: food insecurity and climate change.

CCNB will focus its efforts on servicing Tier 2 Edible Food Generators, particularly school districts. ZWS and CCNB will build upon previous work done during the 2022 –2024 Youth Workforce Development grant term. ZWS will provide administrative oversight and regular reporting to CalVolunteers. The grant term began June 16, 2025, and ends on December 31, 2026 (“Exhibit B: Grant Documents”).

Zero Waste Sonoma has budgeted a minimal amount of Staff hours for oversight of this grant, estimating a total of 87 Staff hours over the grant term. The Subrecipient agreement between ZWS and CCNB is for the total cost of the grant awarded from CalVolunteers, minus the 87 hours, or \$4,204, of budgeted staff time for ZWS. This comes out to \$1,020,005 for the Subrecipient Agreement between ZWS and CCNB for the Youth Workforce Development Grant.

#### **IV. FUNDING IMPACT**

Staff requests the Board approve the increase to budget appropriations for the grant revenue (78110-66111000-42358-34CAV) in the amount of \$1,024,210 and expenditure (78110-66111000-51249-34CAV) in the amount of \$1,024,210.

#### **V. ATTACHMENTS**

1. Resolution
2. Grant Agreement between SCWMA and CCNB for California Volunteers Youth Service Corps Program
3. "Exhibit B: Grant Documents"
  - a. Approved Youth Service Corps Budget
  - b. Executed Agreement between Agency and California Volunteers, Agreement Number JP2005-GF1

Dated: August 21, 2025

RESOLUTION OF ZERO WASTE SONOMA INCREASING BUDGET APPROPRIATIONS FOR THE CALIFORNIA VOLUNTEERS 2024-2025 YOUTH SERVICE GRANT AND GRANT AGREEMENT BETWEEN ZERO WASTE SONOMA AND CONSERVATION CORPS NORTH BAY, INC. FOR CALIFORNIA VOLUNTEERS 2024-2025 YOUTH SERVICE CORPS PROGRAM.

WHEREAS, California Volunteers executed agreement number JP2005-GF1 with Zero Waste Sonoma to award \$1,024,210.38 to implement the California Volunteers Youth Service Corps program, beginning on June 16, 2025; and

WHEREAS, the Board approves the increase in FY 25/26 budget appropriations to revenue account 78110-66111000-42358-34CAV in the amount of \$1,024.210 and expenditure account 78110-66111000-51249-34CAV in the amount of \$1,024,210 for the FY 25/26 performance period; and

WHEREAS, Zero Waste Sonoma is partnering with subgrantee Conservation Corps North Bay (CCNB) on this program, with the goal of CCNB providing 54 Program Fellows with training and career development in the fields of food recovery and collection and disposal of hazardous and illegally dumped materials; and

WHEREAS, the Board approves the grant agreement between Zero Waste Sonoma and Conservation Corps North Bay, Inc. for \$1,020,005.67 to implement the California Volunteers 2024-2025 Youth Service Corps program; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby approve the increase in budget appropriations for the 2024-2025 California Volunteers Youth Service Corps grant; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby authorizes the Executive Director to execute the Grant Agreement between Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) and Subrecipient Conservation Corps North Bay, Inc., for implementation of the 2024-2025 California Volunteers Youth Service Corps program.

MEMBERS:

- - Cloverdale	- - Cotati	- - County	- - Healdsburg	- - Petaluma
- - Rohnert Park	- - Santa Rosa	- - Sebastopol	- - Sonoma	- - Windsor

AYES: - -      NOES: - -      ABSENT: - -      ABSTAIN: - -

SO ORDERED



The within instrument is a correct copy  
of the original on file with this office.

ATTEST:

DATE: August 21, 2025

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Clerk of Zero Waste Sonoma  
Agency of the State of California in and for the  
County of Sonoma

**GRANT AGREEMENT BETWEEN  
THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (ALSO KNOWN AS ZERO  
WASTE SONOMA) AND  
CONSERVATION CORPS NORTH BAY INC.  
FOR CALIFORNIA VOLUNTEERS YOUTH SERVICE CORPS PROGRAM**

**THIS GRANT AGREEMENT** (the “Agreement”) is made and entered into as of this 21st day of August 2025, by and between the SONOMA COUNTY WASTE MANAGEMENT AGENCY, a California joint powers authority (“Agency”), and CONSERVATION CORPS NORTH BAY INC., a California non-profit corporation (“Subrecipient”). Agency and Subrecipient are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, the Agency, is a grant recipient of the 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 (“Grant Funds”) from California Volunteers; and

**WHEREAS**, the Grant Funds are intended to fund projects, programs, and services that address food insecurity and climate change, while also providing workforce training and development to underserved youth in Sonoma County; and

**WHEREAS**, on June 16, 2025, the Agency and California Volunteers entered into a Grant Agreement regarding the allocation of \$1,024,210.38 or One Million, Twenty-Four Thousand, Two Hundred Ten Dollars and 38/100 in Grant Funds to the Agency; and

**WHEREAS**, the proposed grant project names Subrecipient as the primary partner organization in executing the projects, programs, and services that address food insecurity and climate change, while also providing workforce training and development to underserved youth in Sonoma County; and

**WHEREAS**, the Subrecipient’s participation in the Youth Service Corps complies with all applicable federal laws, regulations, and executive orders; and

**WHEREAS**, before the Subrecipient performs work for the Youth Service Corps program, for which the Agency will compensate the Subrecipient, the Agency desires certain assurances as more fully set forth herein.

**NOW, THEREFORE**, in consideration of these recitals, which are hereby fully incorporated into this Agreement, and the mutual covenants contained herein, the Agency and the Subrecipient agree as follows:

## **2. GRANT AMOUNT AND STATEMENT OF WORK**

### **A. Amount and Authorized Uses**

The Agency will pay the Subrecipient an amount not to exceed One Million, Twenty Thousand, Five Dollars and 67/100 (\$1,020.005.67) ("Grant Funds") to be used solely for the programs, projects, and services authorized under the 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 grant and for no other purpose, and as further outlined in the Scope of Work and Budget Detail worksheet the Agency has submitted to California Volunteers, and the Grant Agreement between California Volunteers and the Agency for the California Volunteers, 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 (collectively, the "Grant Documents"), incorporated herein by reference and attached to this Agreement as Exhibit B, as those documents may be amended from time to time by the Agency. Any expenditures must be made during the period between June 16, 2025, and December 31, 2026 ("Grant Term").

### **B. General Administration**

The Subrecipient agrees to actively work with the Agency to satisfy its obligations in connection with the 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 grant.

### **C. Payment**

Subrecipient will be paid for costs incurred for purchases made and services performed in accordance with the Grant Documents for the 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 grant. All purchases must be made and work performed during the Grant Term. Subrecipient will submit invoices to the Agency for payment. Copies of supporting documentation must be attached; e.g., receipts, paid invoices, etc. Once the eligible expenses have been verified, the Agency will pay the Subrecipient for qualifying expenses up to the not-to-exceed amount. Subrecipient invoices will be reviewed by the Agency Grant Manager and payments processed within 30 days of receipt.

Subrecipient must comply with the Grant Agreement, Agreement Number JP2005-GF1, between California Volunteers and the Agency for the California Volunteers 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 grant ("Exhibit B").

The Grant Funds will not be loaned, granted, or assigned to any other party and shall, in no event, be used for any purpose prohibited by this Agreement.

## **E. Objectives**

The Subrecipient certifies that the activities carried out with Grant Funds provided by the Agency to the Subrecipient under this Agreement will only be used to cover costs related to the 2024-2025 California Volunteers Youth Service Corps program. The Subrecipient agrees to comply with the requirements of the 2024-2025 California Volunteers Youth Service Corps, #CV 25-YSC01 program, and Grant Documents.

## **3. TERM OF AGREEMENT**

This Agreement shall expire on the date the Agency remits the last payment to the Subrecipient according to this Agreement (the "Expiration Date"); provided that the Subrecipient's obligations under the 2024-2025 California Volunteers Youth Service Corps program and related Grant Documents shall remain in effect as long as any other obligation of the Subrecipient, remains unfulfilled, at the discretion of California Volunteers or the Agency.

## **4. SUBROGATION**

In consideration of the Grant Funds from the Agency, the Subrecipient hereby assigns to the Agency all of its future rights to payments received from any grant, to the extent that proceeds paid to Subrecipient under this Agreement are determined in the sole discretion of the Agency to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, that can be used to pay for the costs described in Section 1(A) "Amount and Authorized Uses."

Upon receiving any proceeds from other relief programs or loan programs, Subrecipient agrees to immediately notify the Agency. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Agency forthwith.

## **5. NOTICES**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

**AGENCY:**

Sonoma County Waste Management Agency  
Attention: Leslie, Lukacs, Executive Director  
2300 County Center Drive, Ste. B-240  
Santa Rosa, CA 95403  
Telephone Number: (707) 565-3668  
Email: [Leslie.Lukacs@sonoma-county.org](mailto:Leslie.Lukacs@sonoma-county.org)

**SUBRECIPIENT:**

Conservation Corps North Bay Inc.  
Attention: Angel Minor, Chief Executive Officer  
3555 Airway Dr  
Santa Rosa, CA 95403  
Telephone Number: (707) 303-3069  
Email: [aminor@ccnorthbay.org](mailto:aminor@ccnorthbay.org)

**6. RECORDS AND REPORTS**

The Subrecipient shall, at minimum, maintain the following records and reports to assist the Agency in complying with its record keeping requirements.

- a) Documentation of all Grant Funds received from the Agency; and
- b) Any such other related records as the Agency shall require or as are necessary pursuant to the Grant Documents.

The Subrecipient shall maintain separate accounting records for the Grant Funds provided by the Agency. The Agency, California Volunteers, or any of their duly authorized representatives shall have access to all books, documents, papers and records maintained by the Subrecipient in connection with the Grant Funds for the purpose of audit, examination, excerpts and transcriptions.

Unless otherwise notified by the Agency, the Subrecipient shall retain all financial records, supporting documents and statistical reports related to the Grant Funds identified under this Agreement for four years from the date of execution. All records subject to an audit finding must be retained for five (5) years from the date the finding is made or until the finding has been cleared by appropriate officials and the Subrecipient has been given official written notice.

**8. PROGRAM REQUIREMENTS**

The Subrecipient shall adhere to the terms of the Agency's application for Grant Funds, the Grant Documents and this Agreement. The Subrecipient shall comply with assurances and agreements made by the Agency to California Volunteers in connection with the Grant Funds, and all state and federal requirements related to the use of Grant Funds.

**9. CHANGES IN USE OF FUNDS**

Changes in the use of Grant Funds must be approved by the Agency's Executive Director. If the Subrecipient desires a change in the use of the Grant Funds following approval of this Agreement, a written request must be submitted to the Agency for review by the Executive Director. No change in use of the Grant Funds will be permitted by the Agency without prior approval by the Executive Director.

**10. NONDISCRIMINATION CLAUSE**

The Subrecipient shall comply with all State and Federal laws regarding nondiscrimination in the provision of services and the equal opportunity employment of personnel.

**11. SUSPENSION AND TERMINATION OF AGREEMENT**

This Agreement may be suspended or terminated if the Subrecipient materially fails to comply with any term(s) of the award and/or the award is terminated for convenience.

**12. HOLD HARMLESS AND INDEMNITY AGREEMENT**

The Agency, its elected and appointed officials, officers, employees, volunteers and agents shall not be liable for any claims, liabilities, penalties, fines, or any damage to goods, properties, or effects of any person whatsoever, nor for personal injuries or death caused by, or claimed to have been caused by, or resulting from, any intentional or negligent acts, errors or omissions, or other wrongful conduct of the Subrecipient or the Subrecipient's agents, employees, or representatives related in any way to the Subrecipient's performance as a business pursuant to this Agreement.

The Subrecipient agrees to defend, indemnify, and hold free and harmless the Agency and its elected and appointed officials, officers, employees, volunteers and agents against any claims, liabilities, penalties, fines, or any damage to goods, properties, or effects of any person whatsoever, for personal injuries or death caused by, or claimed to have been caused by, or resulting from, any intentional or negligent acts, errors or omissions of the Subrecipient or the Subrecipient's

agents, employees, or representatives and any cost and/or expense that is incurred by the Agency on account of any of the foregoing liabilities.

**13. ASSIGNMENT OF AGREEMENT**

The Subrecipient shall not assign this Agreement or any monies due hereunder without the prior written consent of the Agency.

**14. SUCCESSORS OR ASSIGNS**

Subject to the provisions of the Subrecipient Agreement Paragraph 11, "Hold Harmless and Indemnity Agreement," all terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

**15. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of the Subrecipient warrants and represents that he/she has the authority to execute this Agreement on behalf of the Subrecipient and has the authority to bind the Subrecipient to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

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Leslie Lukacs, Executive Director

**SUBRECIPIENT**

CONSERVATION CORPS NORTH BAY INC.

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Angel Minor, Chief Executive Officer

**APPROVED AS TO FORM:**

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Ethan Walsh, Agency Counsel



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER JP2005-GF1	PURCHASING AUTHORITY NUMBER (If Applicable) GO-LCI-0650
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
Governor's Office of Service and Community Engagement/California Volunteers "hereinafter referred to as State"

CONTRACTOR NAME  
Sonoma County Waste Management Agency (DBA Zero Waste Sonoma), "hereinafter referred to as Grantee"

2. The term of this Agreement is:

START DATE  
June 16, 2025

THROUGH END DATE  
December 31, 2026

3. The maximum amount of this Agreement is:  
\$1,024,210.38 or One Million, Twenty-Four Thousand, Two Hundred Ten Dollars and 38/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	Budget Payment Provisions	1
+ - + - Exhibit D	California Volunteers' Reporting, Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention	3
+ - Exhibit E*	General Terms and Conditions*	Online

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Sonoma County Waste Management Agency (DBA Zero Waste Sonoma)

CONTRACTOR BUSINESS ADDRESS 2300 County Center Drive, Suite B-240	CITY Santa Rosa	STATE CA	ZIP 95403
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PRINTED NAME OF PERSON SIGNING Leslie Lukacs	TITLE Executive Director
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 6/17/2025
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER JP2005-GF1	PURCHASING AUTHORITY NUMBER (If Applicable) GO-LCI-0650
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STATE OF CALIFORNIA

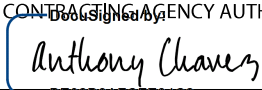
CONTRACTING AGENCY NAME Governor's Office of Service and Community Engagement/California Volunteers			
CONTRACTING AGENCY ADDRESS 1400 10th Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Anthony Chavez	TITLE Chief Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 6/17/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM, Chapter 4.04 (A)(4)		

Exhibit A - Scope of Work

**2024-2025 Youth Service Corps RFA**  
**#CV 25-YSC01**

**Kristen Sales, Program Coordinator**

**Zero Waste Sonoma**

**[Kristen.sales@sonoma-county.org](mailto:Kristen.sales@sonoma-county.org)**

**(707) 565-2590**

**Submitting on behalf of the County of Sonoma**

## Minimum Qualifications

### ***Is the applicant a California City, county or consortia of cities and/or counties?***

Yes, Zero Waste Sonoma is a Joint Powers Authority (JPA) representing all ten jurisdictions in Sonoma County.

## Section 1: Program Goal

### ***What does your city hope to gain from this program/are there strategic goals this program can help your city meet?***

In 2018, Zero Waste Sonoma (ZWS) adopted by Resolution a goal of Zero Waste by 2030, supporting Sonoma County's Climate Initiative goal of minimizing Greenhouse Gas production and the California Integrated Waste Management Act's statewide goal of 75% recycling, composting, or source reduction of solid waste by 2020.

Zero Waste Sonoma is mandated under a Memorandum of Understanding (MOU) with all ten of its member jurisdictions to implement the Edible Food Recovery requirements of the SB 1383 Short-Lived Climate Pollutants regulations. Through the edible food recovery portion of this program, ZWS seeks to achieve the SB 1383 statewide benchmark of 20% reduction of edible food waste by 2025 and a 40% reduction in methane levels by 2030.

In applying for this grant, ZWS seeks to leverage the experience and expertise of our certified local conservation corps, Conservation Corps North Bay (CCNB), to expand the recovery of excess edible food and establish decentralized distribution models to deliver that food to residents in need. Documenting the pounds of food rescued from disposal in the landfill allows ZWS to calculate the diversion of equivalent green house gas emissions.

CCNB is also critical partner in achieving Zero Waste Sonoma's goal of extending the life of our local landfill by collecting, recycling, reusing, and repurposing hard to recycle materials like tires, electronic waste, solar panels, carpet, and mattresses. Youth Service Corps grant funds will aid in expanding CCNB's existing Zero Waste programming by focusing on the recovery of local resources.

## Section 2: Program Design

### ***Which focus areas will youth be working on (food insecurity, climate change, education, public service)? If other focus areas are addressed, please describe.***

The projects, programs and services developed and implemented will target both the food insecurity and climate change focus areas of the Youth Service Corps grant.

### ***Do you plan on sub-granting with CBOs? If so, please name each organization and any prior experience they have running similar programs or the process by which you will select CBO partners.***

Zero Waste Sonoma will subgrant to Conservation Corps North Bay (CCNB), a certified local conservation corps with decades of experience working with young adults. CCNB's mission is to develop youth and conserve natural resources for a resilient, sustainable, and equitable community. CCNB uniquely combines expertise in performing waste management work to mitigate the effects of climate change in local communities with providing career-readiness and barrier removal services for unemployed and

underemployed youth. Corpsmembers take part in CCNB's program full-time, enabling them to forge strong relationships with their job training supervisors, fellow crew members, and program partners, creating a support system that helps ensure their success.

ZWS previously partnered with CCNB during the Youth Workforce Development grant, which ran from 2022-2024 with a budget of over \$2.5 million. During this grant period, CCNB Corpsmembers rescued over 330,000 lbs of excess edible food from SB 1383-regulated Edible Food Generators, and trained 238 Corpsmembers, serving more than 65,000 program hours.

Due to the incredible success of the Youth Workforce Development grant, ZWS and CCNB wish to partner again to continue their work on food recovery and zero waste programs. In addition to CCNB, Zero Waste Sonoma has expanded to partner with the Sonoma County Food Recovery Coalition, which is comprised of multiple food systems organizations, including gleaning organizations Farm to Pantry and Petaluma Bounty, the UC Cooperative Extension Master Gardeners, the Redwood Empire Food Bank, several local farms and food recovery organizations. The Food Recovery Coalition has committed to providing workforce development, job training, and wraparound services to CCNB Corpsmembers who participate in the grants' food systems work.

***What activities will youth work on? Please offer a brief, several sentence description of each job activity youth will be undertaking and any partners that will be involved in that opportunity.***

Subgrantee CCNB will collaborate with Edible Food Generators, particularly the Local Education Agencies who are regulated under SB 1383. Rescuing food from schools is very difficult because of the nature of the food itself, as well as safety concerns and Federal regulations. Currently, there are very few non-profit food recovery agencies in Sonoma County with the capacity and desire to pick up from schools to feed their clients. CCNB is uniquely positioned to bridge this gap in the food system, having made connections with and conducted weekly pickups from school districts during the previous Workforce Development Program grant cycle by utilizing their refrigerated truck and Food Handler Certified corpsmembers. ZWS and CCNB will continue to work closely with the Sonoma County Department of Homelessness Services and other housing non-profits to provide rescued school food to temporary shelters, low-income housing developments, afterschool and recovery programs, sober living houses, etc. whose residents are willing and able to benefit from this rescued food.

In addition, CCNB Corpsmembers will continue to train with the Redwood Empire Food Bank in food systems work and provide as-needed assistance to gleaning organizations that harvest fruit and vegetables from local farms and private properties to donate to the food bank.

Under the grant, program participants will provide the responsible collection and cleanup of illegally dumped material on public land, diverting as many items as possible to reuse or recycling and keeping toxic runoff out of our local waterways and soil. Lastly, participants will provide additional waste diversion services as determined by the Zero Waste Sonoma and its partners, such as bulky item waste collection. The industry recognized trainings that will be provided to program participants include: HAZWOPER40, OSHA10, CPR/AED & First Aid, Forklift, Food Handler Certificate, Flagger, and Confined Space.

Subgrantee CCNB will recruit participants, provide crew supervision, and offer wraparound career readiness services including helping youth identify their career interests and goals, creating individualized plans for each corpsmember that include all of the vocational training, job certifications, job readiness/workshops, academic credentials, and other life skills and support structures needed for them to reach their career goals.

***What is the proposed start date for programming from this funding?***

ZWS and CCNB plan to begin grant programming as soon as the grant funds are awarded. CCNB continually recruits youth for their programs, and they will begin training youth in food recovery activities as soon as possible, to guarantee the goals of this grant are met.

***Are you planning on using this funding for a summer employment program?***

No, this funding will be expended year-round.

**Section 3: Youth Recruitment/Development**

***How will the city or county recruit youth? If you would like to propose your own priority criteria for participants in this program for California Volunteers approval, please do so in this section.***

Subgrantee CCNB recruits youth on a rolling basis throughout the year, and participants will have already joined CCNB before or at the start of this program. To recruit corpsmembers, CCNB partners with a number of youth services organizations specializing in reentry and programs for other populations of underserved youth. CCNB employs many recruitment strategies, such as providing referral incentives, advertising on social media and radio, attending job fairs, and hosting open house hiring events and, most importantly, reaching out to community partners providing other services to local youth.

In addition, Zero Waste Sonoma will post about job opportunities on their website and social media channels, to foster increased recruitment. Agencies in the Sonoma County Food Recovery Coalition will also advertise to their own networks that gleaning and food service opportunities are available to Corpsmembers.

CCNB's follows state-mandated participant requirements to meet certification standards as a certified local conservation corps, which align with the following California Volunteers criteria for this funding:

- All participants must be between 16-30 years of age
- May have difficulty finding employment
- Are low-income
- Are unemployed and/or out of school
- Are or were justice-involved

CCNB's program is open to young adults ages 18-30. 100% of CCNB's corpsmembers are from a low-income background, and nearly all are considered "very low-income" (living 200% or below the federal poverty line). Amongst CCNB's current corpsmembers, 75% were unemployed before joining CCNB, 77% have never had a job before enrolling in the program, and 55% have not yet earned their high school diploma. 25% report having been involved in the justice system.

***What wrap around services, if any, is the city/county or subgrantee planning on offering to youth?***

CCNB will facilitate paid work experience and provide wraparound support through career-readiness services, barrier removal, job placement, and post-program follow up for participating youth:

- INDIVIDUALIZED SUPPORT: Corpsmembers meet regularly with CCNB staff to track progress, troubleshoot obstacles, and connect with community resources (health services, affordable

housing, etc.). Career Pathways Coaches focus on building steps toward financial independence to help prepare corpsmembers for a stable future.

- **ACADEMIC CREDENTIALING:** CCNB's partnership with the John Muir Charter School, a WASC-accredited statewide educational program, meets the needs of high-risk learners without high school credentials. Corpsmembers can earn their high school diplomas and take classes to improve English language skills.
- **JOB PLACEMENT:** CCNB helps corpsmembers apply for and secure employment. Career Pathways coaches provide career readiness services, including resume help, mock interviews, job application coaching, and career and workplace readiness workshops. CCNB works with its extensive network of over 40 local businesses, government agencies, and trade associations to help corpsmembers obtain living wage jobs, formal apprenticeships, internships, and/or post-secondary education opportunities.
- **POST-PROGRAM SUPPORT:** CCNB provides support to corps graduates for up to two years upon program completion.

CCNB has also expanded its network of support to include the members of the Sonoma County Food Recovery Coalition, offering training, education and job opportunities within food systems work.

***What wage will youth be paid? What length of time do you anticipate youth serving?***

Corpsmembers participate in CCNB's program for 6-12 months and will work on one Zero Waste Crew for 6 months for this project with a starting salary of \$21/hr and opportunities for advancement through CCNB's 3-tier LevelUP! system which facilitates work-readiness development so youth can successfully transition to permanent employment. Pay raises and leadership opportunities incentivize completion of each tier as youth move through tangible academic, vocational, personal development, and employment objectives. All corpsmembers start at Level 1, and CCNB helps them create an individualized plan for success, providing a menu of potential achievements based on what their needs and goals are, both personally and professionally including: creating a resume, writing a cover letter receiving two certifications such as sawyer or First Aid, and attending career prep workshops, obtaining a driver's license, or opening a bank account. Leveling up is highly correlated with corpsmember success at CCNB- corpsmembers who advance a tier level are 140 times more likely to successfully complete CCNB and 4 times more likely to have a positive placement at exit.

Section 4: Metrics/Outcomes

***Can the city/county provide the required metrics listed above to California Volunteers? If not, please indicate which metrics the city/county is unable to provide.***

Conservation Corps North Bay will track the number of youth participating in the program, the number employed in each focus area (food insecurity, zero waste), the number enrolled in job readiness training programs, the number completing job training/readiness programs, the average wage and hours worked of participants across the program, and information and member data as requested by California Volunteers for reporting.

***Are there other metrics you will be collecting to determine success of the program? If so, please indicate which metrics.***

To be considered successful at CCNB, corpsmembers need to meet at least one of the criteria included within 2 of the following 3 categories – work experience (e.g., months in program, hours worked), personal milestone (e.g., earning high school diploma, removing a personal barrier), and professional milestone (e.g., earning a promotion, receiving positive quarterly performance review scores).

CCNB sets annual evaluation goals around corpsmember success, certifications earned, and positive placements. For the current fiscal year, these estimates are:

- 70% of Corpsmembers will successfully complete CCNB when exiting the program
- 85% of successful Corpsmembers will earn an industry-approved certificate by the time they exit the program. On average, each successful Corpsmembers earns 3 industry-approved certificates.
- 70% of successful Corpsmember will have a positive placement after exiting CCNB, such as achieving employment, enrolled in school or in a job training/vocational program.

For this grant specifically, CCNB and Zero Waste Sonoma will also track and measure the outcomes of the food recovery efforts in terms of pounds of food recovered, Edible Food Generators (EFGs) served, CBO partners engaged, gallons of water saved and Greenhouse Gas emissions saved. For the zero waste programs, CCNB and ZWS will track the amount (in pounds or tons) of materials diverted from the landfill, as well as the number of events hosted and residents served.

## Section 5: Budget/Staffing/Communications

***What is your proposed staffing plan for the program for the city and/or any subgrantees?***

Zero Waste Sonoma budgets a total of 90 hours of staff time for the administration of this grant, which works out to 5 hours of grant administration per month for a total of \$4,349.70. During the course of administering the 2021 CaliforniansForAll Youth Workforce Development grant, ZWS staff had only allocated 60 hours total over course of three years. Staff learned that this was not enough time to oversee grant administration, so staff hours have been adjusted in this proposal to reflect real-world experience.

Subgrantee CCNB will allocate a Program Supervisor, Program Coordinator and Program Director, as well as employ each of the 64 Corpsmember fellows for a 6-month period, 32 hours a week.

***Does your city/county commit to using California Volunteers developed branding for this program and participating in California Volunteers-organized trainings/curriculum, if asked?***

Yes, Zero Waste Sonoma is happy to partner with California Volunteers on co-branding opportunities, as the Agency did when awarded the 2021 CaliforniansForAll Youth Workforce Development Program. Zero Waste Sonoma and CCNB both participated in media events for this earlier grant and attending monthly grantee meetings and would participate in trainings and curriculum for the Youth Service Corps grant as well.



***What amount of funding is your city/county requesting? How many youth will be served with this funding?***

Zero Waste Sonoma is requesting funding in the amount of \$1,434,111.66, and plan to serve a minimum of 64 youth Corpsmembers during the grant term. However, in administering the Workforce Development grant, ZWS and CCNB ended up serving nearly triple the amount of Corpsmembers originally proposed; it is very probable this grant term that more than 64 youth will be enrolled in the program.

## Exhibit B - Budget Detail

CaliforniansForAll Youth Service Corps				
<b>Applicant:</b>	Zero Waste Sonoma			
<b>Contact information</b>	Kristen Sales, Program Coordinator	<a href="mailto:kristen.sales@sonoma-cg">kristen.sales@sonoma-cg</a>	(707) 565-2590	

I - A. Administration (Must Not Exceed 10% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Administrative Costs			\$ 98,174.97	
Zero Waste Sonoma overhead		\$48.33 x 87 hours	\$ 4,204.71	
<b>Total</b>			<b>\$ 102,379.68</b>	<b>10.0%</b>

I - B. Direct Operating Costs (Must not exceed 30% of Total Award when combined with Section I-A. Administration)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Program Supervisor		\$29 x 1248 hours	36,192.00	
Program Coordinator		\$35.33 x 642 hours	22,681.86	
Program Director		\$58.12 x 780	45,333.60	
Staff Benefits		29.65	30,897.51	
Crew Supplies			10,350.90	
<b>Total</b>			<b>\$ 145,455.87</b>	<b>24.20%</b>

II. Youth Service Corps Fellow Wages (must be at least 50% of grant amount)				
# Requested	Hourly Salary	# of Hours	Total Budget	% Allocation Cross Check
54	21	625	\$ 708,750.00	
<b>54.00</b>			<b>\$ 708,750.00</b>	<b>69.20%</b>

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs			
Items	Description	Calculation	Total Budget
FICA for Fellows		7.65%	\$ -
SUI		2.00%	\$ -
Worker's Comp		10%	\$ -
Health Care		1.20%	\$ -
<b>Total</b>			<b>\$ -</b>

IV. Program Wrap-Around Services (Not to Exceed 40% of Total Award)				
Items	Description	Calculation	Total Budget	% Allocation Cross Check
Trainings	Driver's License & Permit training	\$690 x 10 corpmembers	6,900.00	
Transportation	van lease	\$1,129.14*18 months	20,324.52	
			-	
Coordinator - training time	1.5 hour per day training/coaching CM's	\$35.33 x 450 hours	\$ 15,898.50	
Coordinator - Corpmember orientation		\$35.33 x 432 hours	\$ 15,262.56	
Staff Benefits		29.65	9,239.25	
<b>Total</b>			<b>\$ 67,624.83</b>	<b>6.6%</b>

<b>Total Budget Request</b>	<b>\$ 1,024,210.38</b>
<b>Total # of Fellows</b>	<b>54</b>

List of Partners		
Partner	Status (Proposed or Secured)	Contractual Amount
Conservation Corps North Bay	Secured	\$ 1,020,005.67
<b>Total</b>		<b>\$ 1,020,005.67</b>

**EXHIBIT C**  
Budget Payment Provisions

**California Volunteers,  
Youth Service Corps  
Zero Waste Sonoma**

**BUDGET PAYMENT PROVISIONS**

1. Invoicing and Payment
  - a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
  - b) Invoices shall include the Agreement Number and shall be submitted via PDF to [Gaolou.Yang@californiavolunteers.ca.gov](mailto:Gaolou.Yang@californiavolunteers.ca.gov).
2. Budget Contingency Clause
  - a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
  - b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**Exhibit D****California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention****Youth Service Corps Program**

All Youth Service Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

**Reporting Metrics**

Grantees will be required to report the following metrics on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers. These metrics are subject to change, depending on the California Department of Finance's review and approval:

Additionally, California Volunteers requires cities to report the following data, where feasible, on a quarterly and annual basis to California Volunteers in a format and method to be specified by California Volunteers.

- Number of youth participating in Youth Service Corps
- Number of Youth completing Youth Service Corps
- Number of youth employed in each focus area
- Number of youth participating in summer employment program (if applicable)
- Average wage and hours worked of participants across program
- Information/data/member stories as requested for annual report
- Participant information, including Personally Identifiable Information, as requested by California Volunteers, including, but not limited to: Name, Address, Phone Number, Email Address, Program Completion Status.  
Grantees agree to make member contact information available to California Volunteers to use in program communications on a schedule to be provided by California Volunteers
- Number of youth employed in program who were previously unemployed
- Number of participants who enroll in higher education or gain employment following program end
- Number of youth employed in program who remain in college or stable employment
- Number of youth employed after completion of program

**Exhibit D****California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention**

- Number of youth who report job satisfaction after completion of program
- Number of youth who report an interest in a career in public service after one year of employment
- Number of youth employed in public service after completion of program
- Job training evaluations

**Reporting Deadlines:**

Report	Reporting Period	Partner Reports Due
1 (if applicable)	Award Date – June 30, 2025	July 15, 2025
2 (if applicable)	July 1 – September 30, 2025	October 15, 2025
3	October 1 – December 31, 2025	January 15, 2026
4	January 1 – March 31, 2026	April 15, 2026
5	April 1 – June 30, 2026	July 15, 2026
6	July 1 – September 30, 2026	October 15, 2026
7	October 1 – December 31, 2026	January 15, 2027

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

**Reporting Process:**

California Volunteers will be providing a comprehensive reporting template for grantees upon execution of a contract. Additionally, this reporting template and process may be updated during the period of the contract. At the time when the reporting process is updated, California Volunteers will roll out communication regarding this process and provide updates to grantees.

**Invoicing:**

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly.

**Exhibit D****California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention****Invoicing Deadlines:**

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15<sup>th</sup> of the following month. If quarterly, invoices should be submitted no later than the due date identified in the reporting deadlines above.

**Service Events and/or Member Convenings:**

Grantee agrees to host at least two service events and/or member convenings per calendar year at the direction of California Volunteers.

**Programmatic and Fiscal Document Retention**

In line with State requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold them available for audit and inspection by the State for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

**Priority Population Addendum:**

Any AmeriCorps member who exited an AmeriCorps program in California for compelling personal reasons and/or as the result of federal grant terminations shall be considered meeting a priority recruitment category.



Agenda Item #: 6  
Cost Center: Education  
Staff Contact: Pagal  
Agenda Date: 08/21/2025  
Approved By: LL

## **ITEM: Request for Proposals to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board approve the public distribution of an RFP to Conduct Technical Assistance on Disposable Food Service Ware Ordinances in Sonoma County.

### **II. BACKGROUND**

As of 2023, all jurisdictions in Sonoma County have adopted a version of the ZWS's model Disposable Food Ware and Polystyrene Foam Ban Ordinance as a strategy to reduce landfill-bound waste and litter from single-use food ware items. The ordinance prohibits food and beverage facilities from selling, using, or providing polystyrene foam and requires them to instead sell, use, and provide locally recyclable or compostable food ware, including accessory items (which are to be provided only upon customer request). The Cities of Sebastopol and Santa Rosa require reusable food ware for dine-in establishments.

In August 2023, the ZWS Board approved the release of an RFP to provide commercial technical assistance and compliance with SB 1383 requirements and local disposable food ware ordinances. On October 19, 2023, ZWS Staff announced the award of the contract to Cascadia Consulting Services, and work on that project began on October 30, 2023.

Over the course of the 18-month Technical Assistance project, 200 accounts were selected across Sonoma County jurisdictions based on the proportion of population, including 10% in areas or businesses that have been historically underrepresented. Of the 211 accounts contacted, 191 were assisted, with 72% reaching full compliance, 19% achieving partial compliance, and the remaining proportion of businesses closing, not responding, or declining assistance. In Santa Rosa and Sebastopol, 56 food facilities reached dine-in compliance, while 10 were not applicable. Three businesses were approved for the ZWS Reuse Mini-Grant. Outreach activities were documented in Recyclist and are reflected in quarterly and final reports.

Ongoing outreach related to local food service ware policies is needed to educate owners and managers of the roughly 3,500 food facilities in Sonoma County. Zero Waste Sonoma, like many agencies and jurisdictions that are implementing these local policies, has relied on a public, complaint-based system, with relatively few complaints. Zero Waste Sonoma staff responds to these complaints as they are received via the ZWS website and provides phone and in-person assistance on an ongoing basis. Staff also provides resources for the food ware ordinances with all three haulers, so they may encourage widespread adoption and compliance of the ordinances as part of their business outreach.

### **III. DISCUSSION**

Staff is seeking proposals to conduct technical assistance for education on disposable food service ware ordinances in Sonoma County on behalf of Zero Waste Sonoma and the 10 member jurisdictions.

The primary objectives of this project are:

1. Identify and provide technical assistance to food service providers who use the largest amount of disposable food ware in their current operations. The number of sites identified in each jurisdiction should be proportional to the size of the population of the jurisdictions.
2. Promote the use of compliant products and encourage waste reduction and long-term cost savings through reusables and customer bring your own (BYO) food ware options whenever possible, even if a food provider is not required by ordinance to do so.
3. Collect data on outreach effectiveness, business adoption, barriers to full compliance, and suggestions for project improvement.
4. Integrate an equity lens into all work performed on this project to ensure that generators and facilities owned or operated by historically underrepresented and underserved communities are just as successful in implementing the desired programs.
5. Develop a case study of five (5) food service providers who switch from single-use food service ware items to reusable alternatives, taking advantage of the ZWS Reuse Mini-Grant

### **IV. FUNDING IMPACT**

The cost of this project is not to exceed \$75,000 from the Contingency budget as allocated in the FY 25-26 Final Budget.

### **V. ATTACHMENTS**

- Request for Proposals to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County





## **REQUEST FOR PROPOSALS**

# **TO CONDUCT TECHNICAL ASSISTANCE FOR EDUCATION ON DISPOSABLE FOOD SERVICE WARE ORDINANCES IN SONOMA COUNTY**

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Proposals due 5:00pm on September 24, 2025

**Submit proposals to:**  
Sloane Pagal, Zero Waste Program Manager  
Zero Waste Sonoma  
2300 County Center Drive, STE B-240  
Santa Rosa, CA 95403

## 1. INTENT AND BACKGROUND

### 1.1 Definitions

This section contains definitions that are used throughout this RFP.

<b>AGENCY:</b>	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.
<b>COUNTY:</b>	The County of Sonoma, a political subdivision of the State of California.
<b>PROPOSER:</b>	An individual, company, organization, or other entity that submits a formal proposal in response to an RFP issued by a contracting agency, with the intent of being considered for the award of the resulting contract.

### 1.2 Overview of Requested Services

Zero Waste Sonoma (AGENCY) is seeking proposals for technical assistance for commercial entities in Sonoma County.

As of 2023, all jurisdictions in Sonoma County have adopted a version of the AGENCY'S model Disposable Food Ware and Polystyrene Foam Ban Ordinance. The ordinance prohibits food service providers from selling, using, or providing polystyrene foam and requires them to instead sell, use, and provide locally recyclable or compostable food ware.

The primary objectives of this project are:

1. Identify and provide technical assistance to food service providers who use the largest amount of disposable food ware in their current operations. The number of sites identified in each jurisdiction should be proportional to the size of the population of the jurisdiction.
2. Promote the use of compliant products and encourage waste reduction and long-term cost savings through reusables and customer bring your own (BYO) food ware options whenever possible, even if a food provider is not required by ordinance to do so.
3. Collect data on outreach effectiveness, business adoption, barriers to full compliance, and suggestions for project improvement.
4. Integrate an equity lens into all work performed on this project to ensure that generators and facilities owned or operated by historically underrepresented and underserved communities are just as successful in implementing the desired programs.
5. Develop a case study of five food service providers who switch from single-use food service ware items to reusable alternatives, taking advantage of the ZWS Reuse Mini-Grant

Exhibit A details the Scope of Work requested by the AGENCY for this RFP. The budget for this project is \$75,000, with an option to renew the contract for an additional year, with mutual agreement by both parties and approval by the Zero Waste Sonoma Board of Directors.

All data and information furnished by the AGENCY or referred to in this RFP are furnished for the PROPOSERS' convenience. The AGENCY does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. PROPOSERS shall satisfy themselves as to the accuracy or interpretation of all such information or data.

### **1.3 Existing Conditions**

The County owns five transfer stations throughout Sonoma County, with most collected waste disposed of at the Central Landfill. All jurisdictions, except the City of Petaluma, use the County's transfer stations through their franchised waste haulers; Petaluma's franchised waste is hauled directly to the Redwood Landfill between Petaluma and Novato. Non-franchised waste generated in Sonoma County may or may not pass through the County's transfer stations, and source information for this material is not readily available to AGENCY staff. In 2023, Sonoma County residents and businesses generated approximately 391,700 tons of landfill waste, equating to a disposal rate of 4.5 pounds per person per day.

The AGENCY oversees the flow and contracts for processing residential organic materials collected under franchise agreements for all jurisdictions except the City of Petaluma. These materials are transported to and currently processed at two out-of-county composting facilities located in Marin and Mendocino Counties. Commercial organics are managed under a Master Operations Agreement between the County of Sonoma and Republic Services, with all franchised commercial organic materials transported to and processed at a composting facility in Contra Costa County. Annually, approximately 85,000 tons of residential and 30,000 tons of commercial organic materials are processed.

Each of the ten jurisdictions independently manage franchise agreements covering garbage, recycling, and organics collection. Over the past three years, all agreements have been amended to comply with SB 1383 requirements, including expanded education and outreach, enhanced reporting, and contamination minimization through route reviews. Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, and Santa Rosa each contract with Recology Sonoma Marin (RSM). Windsor and Sebastopol contract with Sonoma County Resource Recovery (SCRR), while the City of Sonoma contracts with Sonoma Garbage Collectors (SGC). The County of Sonoma has franchise agreements with both RSM and SGC to serve unincorporated areas.

Each of the ten jurisdictions adopted a version of the ZWS model ordinance prohibiting the sale and use of disposable food ware and other products containing polystyrene foam and perfluoroalkyl and polyfluoroalkyl substances (PFAS). These ordinances aim to reduce waste from single-use food service ware products, as well as limit the negative human health and environmental impacts associated with these problematic, landfill-bound materials.

Reuse is a key strategy in the shift to a circular economy. Widespread adoption of a variety of reuse models is a pathway to reducing waste and litter, moving away from the single-use, throwaway culture, and supporting local reuse-focused businesses. The Zero Waste Sonoma reuse grant gives businesses an incentive to purchase reusables for dine-in customers, implement a reusable take-out program, or undertake other projects on a case-by-case basis.

## **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 Manager  
Zero Waste Sonoma  
2300 County Center Drive, Suite B-240  
Santa Rosa, CA 95403  
E-mail: [sloane.pagal@sonomacounty.gov](mailto:sloane.pagal@sonomacounty.gov)

Questions must be submitted no later than **5:00 p.m. on September 3, 2025**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address by **5:00 p.m. on September 3, 2025**, to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving an RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

### **2.2 AGENCY Contact for Information**

All requests for additional information regarding this RFP should be directed to the AGENCY'S Zero Waste Program Manager, 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. The AGENCY will recognize only those responses to inquiries issued in writing by the AGENCY in Addendum form as binding modifications to this RFP.

### **2.3 Appeals Process**

Should any PROPOSER dispute the AGENCY'S determinations and findings during the RFP process, such PROPOSER shall give the AGENCY written notice of the matter in dispute within five days of PROPOSER'S first knowledge of the decision or determination. The PROPOSER shall, thereafter, within ten days of PROPOSER'S first knowledge of the 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 the 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. Such parties shall include all other PROPOSERS, who shall have seven (7) calendar days to respond to the Statement of Dispute.

The 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 6255 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 PROPOSER feels is appropriate may be included. The following rules shall apply:

1. All proposals shall be submitted via e-mail and be in accordance with the requirements of this Request for Proposals. No facsimile, mailed, or hand-delivered proposals will be accepted.
2. The proposal shall be submitted to the AGENCY no later than **5:00 p.m. on September 24, 2025**. The e-mail subject line must clearly state **“Technical Assistance 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 the AGENCY contact found in Section 2.1 above.
3. Each proposal shall include all information required by this RFP and any subsequent addenda.
4. 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 Evaluation Process**

The AGENCY will evaluate all proposals at its sole discretion. Each proposal will first be evaluated for completeness and compliance with the requirements of this RFP. Proposals meeting these criteria will then be assessed based on the merit of the proposed services to the AGENCY, its member agencies, and their residents.

### **3.3 Rights of the AGENCY**

PROPOSERS shall submit an appropriately signed Exhibit C – Proposal Authorization and Acknowledgement Form stating that the PROPOSER agrees with the rights of the Agency as described below. The AGENCY shall have the right to:

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost/highest payment proposal.
5. If during negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
6. Waive defects and/or irregularities in any proposal.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.

8. Request “Best and Final” offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY, its member agencies and/or their citizens.

The costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the PROPOSER. No compensation will be provided to PROPOSERS 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 PROPOSER’S unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER 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 the 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 Complete the form “Implementation Plan and Budget”**

(Exhibit B) This exhibit should instruct proposers as to the AGENCY’S expectations for the project and how proposals will be evaluated. Please ensure it is complete.

#### **4.3 Qualifications and experience of firm.**

The proposal should include the PROPOSER'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 PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding the provision of the proposed service.

If the PROPOSER cannot provide all of the information requested under Section 4.3. above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, 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.

#### **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 Insurance**

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement attached to this RFP as Exhibit C. Prior to award of the Agreement, the successful PROPOSER shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER 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 PROPOSER, its agents, representatives, employees, or subcontractors. If CONTRACTOR wishes to change specific insurance terms, these exceptions must be noted in Exhibit C.

#### **4.6 Agreement for Consulting Services**

The selected PROPOSER must execute and submit Exhibit C, acknowledging their willingness to sign the Agreement to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County attached hereto as Exhibit D to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any requested modifications to the Agreement.



## 5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
August 21, 2025	Distribution of RFP	AGENCY
September 3, 2025	Submit Addenda Distribution Information	PROPOSER
September 3, 2025	Submit Written Questions	PROPOSER
September 10, 2025	Post Answers	AGENCY
September 24, 2025	Proposals Due (5:00 p.m.)	PROPOSER
October 3, 2025	Interviews (tentative)	AGENCY
October 16, 2025	Award of Agreement (tentative)	AGENCY
October 30, 2025	Start of Project (tentative)	PROPOSER
June 30, 2026	Final report due	PROPOSER

## 6. ATTACHMENTS

Exhibit A:	Scope of Work
Exhibit B:	Questions Regarding Proposal
Exhibit C:	Proposal Authorization and Acknowledgement Form
Exhibit D:	Form of Agreement

## Exhibit A: Proposed Scope of Work

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### Summary:

For this project, the contractor will identify and provide technical assistance to food service providers within each of the AGENCY'S 10 member jurisdictions affected by the local ordinance and help them come into compliance. Emphasis should be placed on promoting the use of reusable food ware over single-use alternatives.

Technical assistance provided must be centered in equity, and be inclusive, responsive, and respectful. The contractor should pay particular attention to the needs of businesses owned or operated by historically underrepresented and underserved communities. Technical assistance by the contractor should be provided in English or Spanish, or both as necessary. If a different language is required, the AGENCY will cover the expense of translation of educational materials and/or hiring of an interpreter.

The contract will be for eight months with an estimated start date of October 30, 2025, and an end date of June 30th. The proposed cost of the contract is not to exceed \$75,000. There may be an option to renew the contract for an additional year, with mutual agreement by both parties and approval by the Zero Waste Sonoma Board of Directors.

Proposals shall include a detailed estimate of total hours conducting technical assistance and related tasks as described below.

The selected contractor(s) will be required to conduct the following tasks as noted below:

### Tasks for Disposable Food Ware Ordinance Technical Assistance:

#### A. Business Engagement, Education, and Support

- Identify food service providers within each of the AGENCY'S 10 member jurisdictions (approximately 100) who use or provide single-use disposable food ware in their current operations and who have not already been provided outreach and education.
  - Priority should be given to food service providers who are currently using polystyrene foam or those with the greatest potential to switch to reusable food ware.
  - Food trucks, private schools, faith-based organizations, and events at jurisdiction-owned facilities are subject to the local ordinances and may be included.
  - Ideally, selected food service providers chosen for technical assistance will represent a variety of business types and serve as future models for others to follow.
- **Provide outreach to food service providers:** Engage with food service providers across Sonoma County to educate them on ordinance requirements and best practices for compliance.
  - Assess their knowledge gaps; barriers to switching to reusable, compostable, or recyclable food ware; and resources they may need to comply with their local ordinance requirements.
  - Meet food service providers on-site and create an implementation plan for
    - Reducing waste from single-use disposable food service ware items.

- Sourcing compliant food ware products that meet compostability and recyclability standards.
- Selecting appropriate vendors and suppliers.
- Optional: deploying safe and hygienic BYO programs for takeout services, especially for coffee shops and cafes serving take-away beverages.
- Contractor may use and promote resources already developed by the AGENCY, such as the established list of vendors, reusables mini-grant, and purchasing guide. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY'S member jurisdictions may use and distribute.
- Contractor should guide food service providers in using food service ware that minimizes confusion for their customers and limits contamination in the organics and recycling streams. For example, pairing a compostable lid to a compostable take-out bowl that may both be composted, instead of a plastic lid on a compostable bowl that must be separated.
- Although not required by all jurisdictions' ordinances, the contractor should encourage and assist food service providers in adopting reusable food ware for dine-in customers whenever possible.
- Optional: If time and resources allow, Contractor may identify opportunities for public education on the local food service ware ordinances, to encourage participation with the ZWS web-based complaint report form
- Collaborate with the three local franchised haulers (Recology Sonoma Marin, Sonoma County Resource Recovery, and Sonoma Garbage Collectors) to ensure consistent messaging regarding contamination minimization in the organics and recycling streams. For food providers with significant contamination challenges, refer them to the appropriate franchised hauler for additional education.
- **Optional Workshops and Consultations:** Host informational webinars, workshops, and offer one-on-one consultations to assist businesses with compliance strategies.

#### **B. Education and Outreach to Food Service Ware Vendors/Suppliers**

- Identify vendors/providers of food service ware and packaging located in Sonoma County.
- Utilize existing ZWS outreach resources to inform businesses about:
  - Key aspects of the local ordinances, how they can comply as retailers, and how to support local food and beverage businesses in their compliance efforts.

### C. Transition Businesses to Reusables & Develop Case Study

- Share information about ZWS's Reuse Mini-Grant of up to \$600 to help set up reusables for dine-in customers, establish a container lending or return program for take-away orders, and conduct assessments for dishwashing equipment needs.
- Engage with participating TA project food service providers, and identify five of them to participate in a case study on reusables:
  - Each food service provider will transition a minimum of 2 single-use food service ware item types to reusables for dine-in customers.
  - Each food service provider will receive up to \$600 as part of ZWS Reusable Mini-Grant program.
  - Contractor will use existing resources or develop a guide to assist with the selection of preferred reusable items for each particular food service provider.
  - Contractor will conduct a complete audit of each food service provider including food service ware used pre- and post- case study that will indicate the number of items avoided from use, the weight of trash prevented from landfill, and annual net cost savings after the calculated payback period, and prepare case studies for these five food service providers to be used as proof of concept

### D. Reporting, Evaluation, and Troubleshooting

- **Data Tracking:** Monitor outreach efforts, business participation and degree of compliance, and challenges encountered during the project using SMART 1383.
- **Feedback Collection:** Gather and analyze feedback from businesses to assess the effectiveness of education and outreach strategies.
- **Reporting:** Submit quarterly progress reports and a comprehensive final report summarizing performance metrics, lessons learned, and recommendations for future initiatives.
- **Planning:** Create a plan for follow-up and troubleshooting any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that the generators become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.
- **Monthly Check-in:** At the monthly check-in meetings, inform the AGENCY of any food service providers who are unresponsive or refuse to comply with food ware ordinances. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.

**Minimum deliverables:**

- Initial kick-off meeting with AGENCY staff to discuss program scope, expectations, goals, priorities, and any immediate concerns. Contractor should expect to review project tasks, available resources, and project timeline.
- Monthly meetings with AGENCY staff to discuss progress and troubleshoot any problems that arise.
- Technical assistance activities, recommendations, and notes shall be tracked and reported using AGENCY'S Smart 1383 Program Tracker account. Data should be uploaded monthly, at a minimum. AGENCY shall provide the contractor with user account(s).
- Four brief quarterly reports to AGENCY staff summarizing a list of food service providers contacted and/or visited, summary of outreach and assistance provided, and hours worked under relevant subtasks (food recovery or disposable food ware), and results/outcome of scope tasks performed. All information must be broken down by jurisdiction.
- One Final Report (PDF or Word) at the conclusion of the project, summarizing all tasks completed, hours spent, results, and lessons learned. In addition, the contractor should provide a method to determine a measurable success rate and follow-up plan for all food service providers.
  - Report should include one spreadsheet with points of contact for all food service providers
  - the contractor used, including name, email address, phone numbers, and site address, and mailing address. All information must be broken down by jurisdiction.
- One presentation (live, in-person, or virtual) to the AGENCY Board during a public meeting as a supplement to the Final Report following the conclusion of this project. Presentation shall be ADA compliant.

## **Exhibit B: Questions Regarding Proposal**

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### **Question 1 (40 points): Technical assistance approach**

Please describe your recommended approach to identify priority businesses for whom technical assistance will be provided. Please describe how your team will reach out to the generators and food service providers targeted in this project, including a description of how staff will be assigned to different jurisdictions or areas, how often outreach and follow-up will occur, and how progress and success will be measured.

### **Question 2 (20 points): Experience with providing technical assistance**

Please describe previous projects providing technical assistance for cities, counties, or other local or state government jurisdictions. If you do not have any experience with technical assistance projects, please provide descriptions of other relevant projects.

### **Question 3 (10 points): Assistance expected of AGENCY staff**

Agency staff expect there to be data requests related to this project. Please list the data the Proposer will be requesting to adequately complete this technical assistance project in Sonoma County.

### **Question 4 (30 points): Scope of work and budget**

Please complete a sample scope of work and budget specific to this project which includes budget allocations and lists in detail the services proposed to be provided in connection with this project. Include staff time, materials, reporting, etc.

### **Question 5: Are there any exceptions or changes to the requested services or contract language?**

Does the Proposer have any exceptions or changes to the requested services or contract language? (An excessive number of requested changes to the contract language will be disfavored and may be a basis for non-awarding of the Agreement.)

## Exhibit C: Proposal Authorization and Acknowledgement Form

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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 C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until \_\_\_\_\_, 2025 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the 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 PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
  - 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 the AGENCY and/or its citizens.

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 forms of Agreement.)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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



## **Exhibit D: AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR COMPLIANCE WITH DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY**

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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 Consulting Services related to providing technical assistance; and

WHEREAS, in the judgment of the Board of Directors of the Agency, it is necessary and desirable to employ the services of Contractor to perform the necessary preparation and provision of technical assistance; 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 of performing consulting services related to the preparation for and provision of technical assistance. Contractor shall perform services as defined in Exhibit A, Scope of Services.

1.2 Cooperation with Agency. Contractor shall cooperate with the Agency and 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 the 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 the timely provision of adequately qualified replacements.

#### 2. Payment.

2.1 Contractor shall be paid \$75,000 for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A and B, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to the total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

2.2 Monthly progress reports shall be submitted by Contractor and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and the total percent of work completed.

2.3 Final payment of the ten percent (10%) retention corresponding to specific tasks may be paid at the discretion of the Agency within thirty-five (35) days after completion of all work for that specific task, and submission of a verified claim and invoice.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_, 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 six (6) months 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 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.

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 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. 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.

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 the Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of the 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 the 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. The 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.

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

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 the Agency and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event the 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 the Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish the 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, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to the 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 the 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 the 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 the Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of the 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 the 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 the 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 the 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 the 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: Sloane Pagal  
                                2300 County Center Drive, Suite B-240  
                                Santa Rosa, CA 95403  
                                Email: Sloane.pagal@sonomacounty.gov  
                                Phone: (707) 292-3707

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. 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 the 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.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: \_\_\_\_\_  
Executive Director

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_