



Meeting of the Board of Directors

April 21, 2022
REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

Webinar ID: 922 4885 5470

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

April 21, 2022

REGULAR MEETING

Regular Session begins at 9:00 a.m.

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Note: This packet is 81 pages total



Zero Waste Sonoma

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April 21, 2022

REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

In accordance with Executive Orders N-25-20 and N-29-20 the Board of Directors meeting will be held virtually.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

Virtual Meeting via Zoom

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

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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 707-565-2722 by 5:00 pm Wednesday, April 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 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.



Agenda

Item

1. Call to Order Regular Meeting
2. Agenda Approval
3. Public Comments (items not on the agenda)

Consent (w/attachments)

- 4.1 Minutes of the February 17, 2022 Regular Meeting
- 4.2 February, March, April, and May 2022 Outreach Calendar
- 4.3 Resolution No. 2022-10, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings
- 4.4 ZSW FY 2021/22 Third Quarter Financial Report
- 4.5 Approval of Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

Regular Calendar

5. Approval of the Third Amendment to the Agreement for Household Hazardous Waste Operations [Scott]
6. Boardmember Comments – NO ACTION
7. Executive Director Report – VERBAL REPORT
8. Staff Comments – NO ACTION
9. Next ZWS meeting: May 19, 2022
10. 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 B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: April 21, 2022 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 February 17, 2022 Meeting Minutes
- 4.2 February, March, April, May 2022 Outreach Calendar
- 4.3 Resolution No. 2022-10, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings
- 4.4 FY 2021/22 Third Quarter Financial Report
- 4.5 Approval of Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

Regular Calendar

5. Approval of the Third Amendment to the Agreement for Household Hazardous Waste Operations

In March of 2014, the SCWMA released a request for proposals for Operations of Household Hazardous Waste Programs and entered into an agreement with Clean Harbors Environmental Services (Clean Harbors) on May 21, 2014. The First Amendment to the Agreement was approved on November 16, 2016 with a termination date of June 30, 2019. In April 2019, the Board approved a Second Amendment to the Agreement expires on June 30, 2022. **Staff recommends the Board approve the resolution authorizing the Zero Waste Sonoma Executive Director to execute the Third Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors Environmental Services**



Minutes of the February 17, 2022 Meeting

Zero Waste Sonoma met on February 17, 2022, via Zoom to hold a virtual board meeting.

Board Members Present:

City of Cloverdale – Marta Cruz
City of Cotati - Susan Harvey
City of Healdsburg – Ariel Kelley
City of Petaluma – Patrick Carter
City of Rohnert Park - Pam Stafford

City of Santa Rosa - John Sawyer
City of Sebastopol – Neysa Hinton
City of Sonoma - Absent
County of Sonoma – Susan Gorin
Town of Windsor - Deb Fudge

Staff Present:

Executive Director: Leslie Lukacs
Counsel: Ethan Walsh
Staff: Xinci Tan, Sloane Pagal, Thora Collard, Courtney Scott, Kristen Sales
Agency Clerk: Thora Collard

1. Call to Order Regular Meeting

Regular session was called to order at 9:04 a.m.
Introductions

2. Agenda Approval

3. Public Comments (items not on the agenda)

None

4. Consent (w/attachments)

- 4.1 Minutes of the January 20, 2022 Regular Meeting
- 4.2 January, February, and March 2022 Outreach Calendar
- 4.3 Resolution No. 2022-5, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings
- 4.4 Updated Reserve Policy

Action Items:

None

Public Comments:

None

Motion: For approval of all items of the consent calendar.

First: City of Cotati – Susan Harvey

Second: County of Sonoma – Susan Gorin

Vote Count for Items 4.1:

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

AYES -8- NOES -0- ABSENT -1- ABSTAIN -1-

Motion passed.

Vote Count for Item 4.2, 4.3, 4.4:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

Motion passed.

Regular Calendar**5. FY21/22 Budget Adjustment [Collard]****Board Comments/Action Items:**

- Clarification requested on the dollar amounts for the reserve balances

Public Comments:

Sam Salmon commented that the Board should prioritize in-county composting over other projects.

Motion: For approval of the FY 2021-22 Budget Adjustment

First: City of Cotati – Susan Harvey

Second: City of Santa Rosa – John Sawyer

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

Motion passed.

6. Public Hearing for the Consideration of Organics Disposal Fee and ZWS Fee Increase [Collard]

Board Comments/Action Items:

- Education the public on organics should be a main priority
- Assisted living communities will need direct focus for waste diversion education
- Board is more supportive of small fee increases that are easier to justify than large jumps in fees
- Board supports conservative approach to financials reserves and preserving balances for pending projects
- More visual representations in staff reports could help the public understand the material presented. Presenting total fee increases to all rates, not just ZWS, will help the board see the whole picture.

Public Comments:

Sam Salmon – ZWS fee increase is less concerning than increases by the hauler and landfill operator. Again stressed the need for the Board to re-focus its attention towards in-county composting.

Dan Noble – Expressed support for ZWS and its programs and expressed his desire to help educate the public on making Sonoma County a circular economy

Stu Clark – Supports staff recommendations. Commented that this modest increase allows ZWS to make a large impact with improved programs.

Motion: For approval of a \$2.00/ton increase to the ZWS and a \$2.75/ton increase to the organics tipping fee effective April 1, 2022

First: City of Petaluma – Patrick Carter

Second: City of Rohnert Park – Pam Stafford

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

Motion passed.

7. Approval of the Fiscal Year 2022-23 Final Budget [Collard]

Board Comments/Action Items:

- None

Public Comments:

None

Motion: For approval of a FY2022/23 ZWS Final Budget

First: City of Cotati – Susan Harvey
Second: City of Santa Rosa – John Sawyer

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-
Motion passed.

- 8. Boardmember Comments – NO ACTION**
Windsor received presentation from the students from Sebastopol and it was well received.
- 9. Executive Director Report – NO ACTION**
Executive Director presented report.
- 10. Staff Comments – NO ACTION**
None
- 11. Next SCWMA meeting:** March 17, 2022
- 12. Adjourn:** 10:18 am

Submitted by: Thora Collard



Agenda Item #: **4.2**
 Agenda Date: **4/21/2022**

ITEM: February, March, April, and May 2022 Outreach Calendar

February 2022 OUTREACH

Start date	End date	Start time	End time	Event
2/1/22	2/1/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa)
2/3/22	2/3/22	10:00 AM	2:00 PM	DMV Outreach (Santa Rosa)
2/4/22	2/4/22	8:00 AM	11:00 AM	DMV Outreach (Petaluma)
2/8/22	2/8/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Healdsburg)
2/8/22	2/8/22	8:00 AM	9:30 AM	Graton Labor Center (Graton)
2/18/22	2/18/22	9:00 AM	10:00 AM	Participated with the Latino Service Providers Youth Promoters Group (Santa Rosa)
2/15/22	2/15/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cotati)
2/15/22	2/15/22	10:00 AM	11:00 AM	Lideres Campesinas Group (Sonoma)
2/22/22	2/22/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, W)
2/25/22	2/27/22	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)
2/25/22	2/25/22	10:00 AM	2:00 PM	DMV Outreach (Santa Rosa)
2/26/22	2/26/22	9:00 AM	5:00 PM	Mattress Recycling Event (Cloverdale)

March 2022 OUTREACH

Start date	End date	Start time	End time	Event
3/1/22	3/1/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Kenwood)
3/1/22	3/1/22	10:00 AM	11:00 AM	Pasitos Program presentation with Parents, Albert Biella Elementary School (Santa Rosa)
3/2/22	3/2/22	10:00 AM	11:00 AM	Pasitos Program presentation with Parents, Comstock Middle School (Santa Rosa)
3/3/22	3/3/22	10:00 AM	11:00 AM	Pasitos Program presentation with Parents, Brook Hill Elementary School, (Santa Rosa)
3/4/22	3/4/22	9:30 AM	10:30 AM	Pasitos Program presentation with Parents, Lewis Early Learning Academy (Santa Rosa)
3/4/22	3/4/22	11:30 AM	12:30 PM	Pasitos Program presentation with Parents, Lewis Early Learning Academy (Santa Rosa)
3/7/22	3/7/22	8:00 AM	5:00 PM	Z2 Tracks Days at Sonoma Raceway - Riders Recycle (Sonoma)
3/8/22	3/8/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Monte Rio)
3/8/22	3/8/22	8:00 AM	9:30 AM	Graton Labor Center (Graton)

Start date	End date	Start time	End time	Event
3/8/22	3/8/22	9:30 AM	10:30 AM	Pasitos Program presentation with Parents, Amarosa Academy (Santa Rosa)
3/8/22	3/8/22	12:30 PM	1:30 PM	Pasitos Program presentation with Parents, Amarosa Academy (Santa Rosa)
3/8/22	3/8/22	10:30 AM	11:30 AM	Pasitos Program presentation with Parents, Roseland Elementary School (Santa Rosa)
3/9/22	3/9/22	9:30 AM	10:30 AM	Pasitos Program presentation with Parents, Amarosa Academy RM # A101 (Santa Rosa)
3/9/22	3/9/22	12:30 PM	1:30 PM	Pasitos Program presentation with Parents, Amarosa Academy RM # A101 (Santa Rosa)
3/9/22	3/9/22	11:00 AM	12:00 PM	Pasitos Program presentation with Parents (Sonoma)
3/10/22	3/10/22	9:30 AM	10:30 AM	Pasitos Program presentation with Parents, Lewis Early Learning Academy (Santa Rosa)
3/10/22	3/10/22	12:30 PM	1:30 PM	Pasitos Program presentation with Parents, Lewis Early Learning Academy (Santa Rosa)
3/10/22	3/10/22	1:30 PM	2:30 PM	Pasitos Program presentation with Parents, Healdsburg Salon Community Center #1 (Healdsburg)
3/11/22	3/11/22	9:30 AM	10:30 AM	Pasitos Program presentation with Parents, Cali Calmecac Language Academy (Windsor)
3/11/22	3/11/22	12:30 PM	1:30 PM	Pasitos Program presentation with Parents, Cali Calmecac Language Academy (Windsor)
3/11/22	3/11/22	10:30 AM	11:30 AM	Pasitos Program presentation with Parents, Monroe Elementary School, RM # B3 (Santa Rosa)
3/11/22	3/13/22	9:00 AM	5:00 PM	E-Waste Recycling Event (Graton)
3/12/22	3/12/22	9:00 AM	5:00 PM	Mattress Recycling Event (Graton)
3/15/22	3/15/22	2:00 PM	7:00 PM	Household Hazardous Waste Event (Oakmont)
3/22/22	3/22/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Windsor)
3/29/22	3/29/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Petaluma)

April 2022 OUTREACH

Start date	End date	Start time	End time	Event
4/5/22	4/5/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sebastopol)
4/8/22	4/10/22	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)
4/9/22	4/9/22	9:00 AM	5:00 PM	Mattress Recycling Event (Sonoma)
4/12/22	4/12/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Larkfield)
4/12/22	4/12/22	8:00 AM	9:30 AM	Graton Labor Center (Graton)
4/13/22	4/13/22	12:00 PM	1:30 PM	Santa Rosa Junior College Presentation
4/13/22	4/13/22	12:00 pm	1:30 PM	Sonoma State University Presentation
4/14/22	4/14/22	6:00 PM	7:00 PM	Charlas via Zoom with Karina Garcia (Sonoma)

4/19/22	4/19/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sonoma)
4/21/22	4/24/22	10:00 AM	9:00 PM	Cloverdale Citrus Fair (Cloverdale)
4/23/22	4/23/22	11:00 AM	2:00 PM	Santa Rosa Earth Day (Santa Rosa)
4/23/22	4/24/22	9:00 AM	5:00 PM	E-Waste Recycling Event (Monte Rio)
4/23/22	4/23/22	9:00 AM	5:00 PM	Mattress Recycling Event (Monte Rio)
4/26/22	4/26/22	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)
4/30/22	4/30/22	10:00 AM	5:00 PM	Bodega Bay Fisherman's Festival (Bodega Bay)

May 2022 OUTREACH

Start date	End date	Start time	End time	Event
5/1/22	5/1/22	10:00 AM	5:00 PM	Bodega Bay Fisherman's Festival (Bodega Bay)
5/1/22	5/1/22	10:00 AM	4:00 PM	Fire and Earthquake Safety Expo 2022 (Cloverdale)
5/10/22	5/10/22	8:00 AM	9:30 AM	Graton Labor Center (Graton)
5/13/22	5/15/22	9:00 AM	5:00 PM	E-Waste Recycling Event (Healdsburg)
5/14/22	5/14/22	9:00 AM	5:00 PM	Mattress Recycling Event (Healdsburg)
5/18/22	5/18/22	5:00 PM	8:30 PM	Wednesday Downtown Market (Santa Rosa)
5/25/22	5/25/22	5:00 PM	8:30 PM	Wednesday Downtown Market (Santa Rosa)



Agenda Item #: 4.3
Staff Contact: Walsh
Agenda Date: 4/21/2022
Approved By: LL

ITEM: Resolution No. 2022-10, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board adopt Resolution No. 2022-10, making findings and determinations under AB 361 for the continuation of virtual meetings.

II. BACKGROUND

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained in Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the Board is aware, this allowed the Board meetings to be conducted by Zoom with Board members, staff, and the public all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person

would present imminent risks to the health and safety of attendees. As a result, if Zero Waste Sonoma desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

III. DISCUSSION

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. Zero Waste Sonoma already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommend measures to promote social distancing throughout the State. Additionally, on September 22, 2021, Sonoma County Health Officer Dr. Sundari Mase has issued a recommendation to continue online meetings (teleconference meetings) as those meetings promote social distancing, and "present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19." Dr. Mase recommended that if an agency holds in person meetings, a written safety protocol be developed and followed, requiring social distancing and that face masks be worn. Dr. Mase also recommended that for in person meetings, an agency consider holding meetings outdoors to reduce the risk of COVID-19 transmission.

The enclosed resolution makes the necessary findings for the Board, which is subject to the Brown Act, to continue with virtual meetings for the time being. As the Board meets on the

third Thursday of every month, it is possible that more than 30 days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the 30-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. Board staff will return to the Board with a resolution every meeting to allow for the continuance of virtual meetings for so long as the Board and staff believes that virtual meetings are necessary.

It is important to that AB 361 does not require Zero Waste Sonoma to continue with virtual meetings, but simply gives the Board that option. If at any time the Board desires to return to in person meetings, the Board can agendaize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, Board staff is recommending adoption of the resolution to allow the Board to continue to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

IV. FUNDING IMPACT

There is no fiscal impact for this item

V. CONCLUSION

Staff recommends that the Board adopt Resolution No. 2022-10, making findings and determinations under AB 361 for the continuation of virtual meetings.

VI. ATTACHMENTS

1. Resolution Making Findings and Determinations under AB 361
2. 9/22/2021 Recommendation of the Health Officer: Public Meetings

A RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (ALSO KNOWN AS ZERO WASTE SONOMA) MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361, Chapter 165, Statutes of 2021 (“AB 361”), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the Board of the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, according to the Sonoma County Health Officer, the grounds for the social distancing recommendation include that online meetings (teleconference meetings) “present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19”; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

WHEREAS, the Board of the Sonoma County Waste Management Agency desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of the Sonoma County Waste Management Agency hereby finds, determines, and resolves as follows:

1. The above recitals and true and correct and shall be the findings of the Board of Directors of the Sonoma County Waste Management Agency.
2. The Board of Directors the Sonoma County Waste Management Agency shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the Board.

PASSED, APPROVED, and ADOPTED, by the Board of Directors of the Sonoma County Waste Management Agency, on this 21st day of April, 2022, by the following vote:

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: April 21, 2022

Clerk of the Sonoma County Waste Management Agency
In and for the County of Sonoma



County of Sonoma

Emergency Readiness, Response and Recovery



Emergency

September 24, 2021 10:38 AM

Recommendation of the Health Officer: Public Meetings

En Español [<https://socoemergency.org/recomendacion-del-funcionario-de-salud-reuniones-publicas/>]

Sonoma County Public Health Recommendations for Safely Holding Public Meetings

September 22, 2021

Each local government agency is authorized to determine whether to hold public meetings in person, online (teleconferencing only), or via a combination of methods. The following are recommendations from Sonoma County Public Health to minimize the risk of COVID-19 transmission during a public meeting of a legislative body held in compliance with Government Code section 54953(e):

1. Online meetings (teleconferencing meetings) are strongly recommended as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19.
2. If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.
3. If a local agency holds in person meetings, a written safety protocol should be developed and followed. It is recommended that the

protocol require social distancing – i.e., six feet of separation between attendees – and face masking of all attendees in compliance with [Order of the Health Officer of the County of Sonoma C19-25](#).

4. If a local agency holds in person meetings, seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.
5. Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least six feet apart.
6. Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with symptoms but no fever and help reinforce the message to not go out in public if you are not feeling well.
7. Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

Dr. Sundari R. Mase, MD MPH

Health Officer of the County of Sonoma



Agenda Item #: **4.4**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **4/21/2022**
Approved By: **LL**

ITEM: **ZWS FY 2021/22 Third Quarter Financial Report**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2021/22 Third Quarter Financial Report on the Consent Calendar.

II. BACKGROUND

This report covers the Third Quarter of FY 21-22 (July 1, 2021 - March 31, 2022) in accordance with the requirement in the joint powers agreement the Sonoma County Waste Management Agency/Zero Waste Sonoma staff make quarterly reports to the Board of Directors of Agency operations and of all receipts to and disbursements from the ZWS.

III. DISCUSSION

The Third Quarter Financial Report uses information from the County accounting system, Enterprise Financial System (EFS), for expenditures and revenues. The FY 2021-22 Third Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections.

Actual revenues are lower than budget predictions in the report as the revenue from the County of Sonoma (tipping fees and ZWS surcharge) were two months behind.

Interdepartmental transfers of shared administrative and overhead expenditures (county car, copier and storage rental, website expenditures, etc.) have not been processed yet, so some expenditures in the Education Fund are higher than normal.

IV. ATTACHMENTS

Third Quarter Financial Report FY 2021-22 Revenue and Expenditure Summary

66110300 SCWMA - Organics Reserve

Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	22,307.00	22,307.00	10,255.17	12,051.83	54.03%
All Revenues		22,307.00	22,307.00	10,255.17	12,051.83	54.03%
All Expense/Expenditure Accts						
51201	Administration Services	55,999.00	55,999.00	0.00	55,999.00	100.00%
51206	Accounting/Auditing Services	1,000.00	1,000.00	0.00	1,000.00	100.00%
51212	Outside Counsel - Legal Advice	35,000.00	35,000.00	2,265.90	32,734.10	93.53%
51916	County Services Chgs	379.00	379.00	0.00	379.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
All Expense/Expenditure Accts		93,378.00	93,378.00	2,265.90	91,112.10	97.57%
All Expense/Expenditure Accts		93,378.00	93,378.00	2,265.90	91,112.10	
All Revenues		22,307.00	22,307.00	10,255.17	12,051.83	
Net Cost		71,071.00	71,071.00	(7,989.27)	79,060.27	

66110900 SCWMA - Contingency Fund

Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	18,485.00	18,485.00	4,659.37	13,825.63	74.79%
47101	Transfers In - within a Fund	65,000.00	1,988,858.00	1,923,858.00	65,000.00	3.27%
All Revenues		83,485.00	2,007,343.00	1,928,517.37	78,825.63	3.93%
All Expense/Expenditure Accts						
51201	Administration Services	87,849.00	87,849.00	21,335.11	66,513.89	75.71%
51206	Accounting/Auditing Services	1,000.00	1,000.00	0.00	1,000.00	100.00%
51212	Outside Counsel - Legal Advice	20,000.00	20,000.00	0.00	20,000.00	100.00%
51801	Other Services	0.00	0.00	7,265.00	(7,265.00)	0.00%
51803	Other Contract Services	115,000.00	115,000.00	4,065.00	110,935.00	96.47%
51916	County Services Chgs	217.00	217.00	0.00	217.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
52162	Special Department Expense	150,000.00	300,000.00	70,911.60	229,088.40	76.36%
57011	Transfers Out - within a Fund	65,000.00	496,530.00	431,530.00	65,000.00	13.09%
All Expense/Expenditure Accts		440,066.00	1,021,596.00	535,106.71	486,489.29	47.62%
All Expense/Expenditure Accts		440,066.00	1,021,596.00	535,106.71	486,489.29	
All Revenues		83,485.00	2,007,343.00	1,928,517.37	78,825.63	
Net Cost		356,581.00	(985,747.00)	(1,393,410.66)	407,663.66	

66110400 SCWMA - HHW

Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	78,349.00	78,349.00	0.00	78,349.00	100.00%
42601	County of Sonoma	1,938,054.00	1,938,054.00	1,260,244.55	677,809.45	34.97%
44002	Interest on Pooled Cash	13,357.00	13,357.00	5,068.96	8,288.04	62.05%
46029	Donations/Contributions	167,394.00	167,394.00	114,823.79	52,570.21	31.41%
46200	PY Revenue - Miscellaneous	0.00	0.00	18,767.39	(18,767.39)	0.00%
All Revenues		2,197,154.00	2,197,154.00	1,398,904.69	798,249.31	36.33%
All Expense/Expenditure Accts						
51041	Insurance - Liability	2,016.00	2,016.00	2,261.23	(245.23)	-12.16%
51071	Maintenance - Bldg & Improve	8,000.00	8,000.00	2,922.89	5,077.11	63.46%
51201	Administration Services	289,197.00	289,197.00	93,467.88	195,729.12	67.68%
51205	Advertising/Marketing Svc	15,500.00	15,500.00	10,201.57	5,298.43	34.18%
51206	Accounting/Auditing Services	2,700.00	2,700.00	0.00	2,700.00	100.00%
51207	Client Accounting Services	4,141.00	4,141.00	0.00	4,141.00	100.00%
51212	Outside Counsel - Legal Advice	4,000.00	4,000.00	1,643.40	2,356.60	58.92%
51225	Training Services	800.00	800.00	900.00	(100.00)	-12.50%
51229	Hazardous Waste Disposal Svc	28,000.00	28,000.00	6,456.96	21,543.04	76.94%
51249	Other Professional Services	52,022.00	52,022.00	26,890.77	25,131.23	48.31%
51401	Rents and Leases - Equipment	540.00	540.00	0.00	540.00	100.00%
51421	Rents and Leases - Bldg/Land	14,583.00	14,583.00	1,580.00	13,003.00	89.17%
51507	Special Departmental Expense	136,784.00	136,784.00	75,468.82	61,315.18	44.83%
51803	Other Contract Services	1,280,000.00	1,280,000.00	546,895.60	733,104.40	57.27%
51901	Telecommunication Data Lines	489.00	489.00	407.60	81.40	16.65%
51902	Telecommunication Usage	156.00	156.00	1.62	154.38	98.96%
51904	ISD - Baseline Services	10,627.00	10,627.00	3,753.06	6,873.94	64.68%
51909	Telecommunication Wireless Svc	2,040.00	2,040.00	2,099.68	(59.68)	-2.93%
51911	Mail Services	100.00	100.00	5.52	94.48	94.48%
51916	County Services Chgs	8,679.00	8,679.00	0.00	8,679.00	100.00%
51922	County Car Expense	270.00	270.00	0.00	270.00	100.00%
52091	Memberships/Certifications	5,683.00	5,683.00	4,650.00	1,033.00	18.18%
52111	Office Supplies	2,500.00	2,500.00	850.05	1,649.95	66.00%
52115	Books/Media/Subscriptions	167.00	167.00	0.00	167.00	100.00%
52162	Special Department Expense	259.00	259.00	0.00	259.00	100.00%
52163	Professional Development	8,300.00	8,300.00	2,810.00	5,490.00	66.14%
52191	Utilities Expense	6,132.00	6,132.00	1,797.60	4,334.40	70.68%
57011	Transfers Out - within a Fund	313,470.00	1,614,427.00	1,300,957.00	313,470.00	19.42%
All Expense/Expenditure Accts		2,197,155.00	3,498,112.00	2,086,021.25	1,412,090.75	40.37%
All Expense/Expenditure Accts						
All Expense/Expenditure Accts		2,197,155.00	3,498,112.00	2,086,021.25	1,412,090.75	
All Revenues		2,197,154.00	2,197,154.00	1,398,904.69	798,249.31	
Net Cost		1.00	1,300,958.00	687,116.56	613,841.44	

66111000 Education & Outreach
All Revenues

42358	State Other Funding	167,172.00	167,172.00	0.00	167,172.00	100.00%
42601	County of Sonoma	562,661.00	562,661.00	365,877.46	196,783.54	34.97%
46029	Donations/Contributions	45,985.00	45,985.00	28,924.91	17,060.09	37.10%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	143.87	(143.87)	0.00%
47101	Transfers In - within a Fund	65,000.00	65,000.00	0.00	65,000.00	100.00%
All Revenues		840,818.00	840,818.00	394,946.24	445,871.76	53.03%

All Expense/Expenditure Accts

51041	Insurance - Liability	1,568.00	1,568.00	1,758.74	(190.74)	-12.16%
51201	Administration Services	532,651.00	532,651.00	357,451.97	175,199.03	32.89%
51205	Advertising/Marketing Svc	10,000.00	10,000.00	114.06	9,885.94	98.86%
51206	Accounting/Auditing Services	2,100.00	2,100.00	0.00	2,100.00	100.00%
51207	Client Accounting Services	3,221.00	3,221.00	0.00	3,221.00	100.00%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	6,822.60	8,177.40	54.52%
51214	Agency Extra/Temp Help	6,000.00	6,000.00	0.00	6,000.00	100.00%
51241	Outside Printing and Binding	3,000.00	3,000.00	445.90	2,554.10	85.14%
51249	Other Professional Services	140,653.00	140,653.00	135,549.48	5,103.52	3.63%
51401	Rents and Leases - Equipment	420.00	420.00	2,101.76	(1,681.76)	-400.42%
51421	Rents and Leases - Bldg/Land	2,696.00	2,696.00	2,704.00	(8.00)	-0.30%
51803	Other Contract Services	30,000.00	30,000.00	20,109.84	9,890.16	32.97%
51805	Cnty Spor'shp of events/orgs	2,500.00	2,500.00	1,300.00	1,200.00	48.00%
51901	Telecommunication Data Lines	6,359.00	6,359.00	3,831.44	2,527.56	39.75%
51902	Telecommunication Usage	1,185.00	1,185.00	774.75	410.25	34.62%
51904	ISD - Baseline Services	11,326.00	11,326.00	12,475.02	(1,149.02)	-10.14%
51909	Telecommunication Wireless Svc	6,036.00	6,036.00	4,223.69	1,812.31	30.03%
51911	Mail Services	500.00	500.00	796.61	(296.61)	-59.32%
51916	County Services Chgs	7,308.00	7,308.00	0.00	7,308.00	100.00%
51922	County Car Expense	210.00	210.00	901.31	(691.31)	-329.20%
51923	Unclaimable county car exp	50.00	50.00	0.00	50.00	100.00%
52091	Memberships/Certifications	21,566.00	21,566.00	17,655.00	3,911.00	18.14%
52111	Office Supplies	8,220.00	8,220.00	4,053.82	4,166.18	50.68%
52114	Freight/Postage	4,000.00	4,000.00	3,036.98	963.02	24.08%
52115	Books/Media/Subscriptions	130.00	130.00	3,227.16	(3,097.16)	-2382.43%
52118	Printing and Binding Supplies	4,400.00	4,400.00	1,000.00	3,400.00	77.27%
52162	Special Department Expense	202.00	31,602.00	750.00	30,852.00	97.63%
52163	Professional Development	19,520.00	19,520.00	2,022.00	17,498.00	89.64%
57011	Transfers Out - within a Fund	0.00	622,901.00	622,901.00	0.00	0.00%
All Expense/Expenditure Accts		840,821.00	1,495,122.00	1,206,007.13	289,114.87	19.34%

All Expense/Expenditure Accts		840,821.00	1,495,122.00	1,206,007.13	289,114.87	
All Revenues		840,818.00	840,818.00	394,946.24	445,871.76	
Net Cost		3.00	654,304.00	811,060.89	(156,756.89)	

66111100 Organics
All Revenues

42358	State Other Funding	200,000.00	200,000.00	21,388.82	178,611.18	89.31%
42601	County of Sonoma	7,148,750.00	7,148,750.00	3,512,549.79	3,636,200.21	50.86%
46200	PY Revenue - Miscellaneous	0.00	0.00	67,569.02	(67,569.02)	0.00%
All Revenues		7,348,750.00	7,348,750.00	3,601,507.63	3,747,242.37	50.99%

All Expense/Expenditure Accts

51041	Insurance - Liability	7,616.00	7,616.00	8,542.44	(926.44)	-12.16%
51201	Administration Services	378,860.00	378,860.00	74,848.80	304,011.20	80.24%
51206	Accounting/Auditing Services	10,200.00	10,200.00	0.00	10,200.00	100.00%
51207	Client Accounting Services	15,643.00	15,643.00	0.00	15,643.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	3,859.50	1,140.50	22.81%
51249	Other Professional Services	205,000.00	205,000.00	34,213.01	170,786.99	83.31%
51401	Rents and Leases - Equipment	2,040.00	2,040.00	0.00	2,040.00	100.00%
51421	Rents and Leases - Bldg/Land	2,203.00	2,203.00	0.00	2,203.00	100.00%
51803	Other Contract Services	6,655,528.00	6,655,528.00	4,040,204.46	2,615,323.54	39.30%
51901	Telecommunication Data Lines	489.00	489.00	1,304.32	(815.32)	-166.73%
51902	Telecommunication Usage	26.00	26.00	24.14	1.86	7.15%
51904	ISD - Baseline Services	16,691.00	16,691.00	7,571.42	9,119.58	54.64%
51911	Mail Services	250.00	250.00	0.00	250.00	100.00%
51916	County Services Chgs	16,781.00	16,781.00	0.00	16,781.00	100.00%
51922	County Car Expense	1,020.00	1,020.00	0.00	1,020.00	100.00%
52091	Memberships/Certifications	12,555.00	12,555.00	12,065.00	490.00	3.90%
52111	Office Supplies	2,000.00	2,000.00	10,178.45	(8,178.45)	-408.92%
52114	Freight/Postage	11,000.00	11,000.00	0.00	11,000.00	100.00%
52115	Books/Media/Subscriptions	629.00	629.00	0.00	629.00	100.00%
52162	Special Department Expense	979.00	979.00	0.00	979.00	100.00%
52163	Professional Development	1,100.00	1,100.00	2,576.30	(1,476.30)	-134.21%
All Expense/Expenditure Accts		7,345,610.00	7,345,610.00	4,195,387.84	3,150,222.16	42.89%

All Expense/Expenditure Accts		7,345,610.00	7,345,610.00	4,195,387.84	3,150,222.16	
All Revenues		7,348,750.00	7,348,750.00	3,601,507.63	3,747,242.37	
Net Cost		(3,140.00)	(3,140.00)	593,880.21	(597,020.21)	

66111200 Unfunded Pension Liability
All Revenues

44002	Interest on Pooled Cash	6,586.00	6,586.00	1,689.52	4,896.48	74.35%
All Revenues		6,586.00	6,586.00	1,689.52	4,896.48	74.35%

All Expense/Expenditure Accts

51206	Accounting/Auditing Services	1,000.00	1,000.00	0.00	1,000.00	100.00%
All Expense/Expenditure Accts		1,000.00	1,000.00	0.00	1,000.00	100.00%

All Expense/Expenditure Accts		1,000.00	1,000.00	0.00	1,000.00	
All Revenues		6,586.00	6,586.00	1,689.52	4,896.48	
Net Cost		(5,586.00)	(5,586.00)	(1,689.52)	(3,896.48)	

66111300 Debt Servicing Reserve

All Revenues						
47101	Transfers In - within a Fund	0.00	431,530.00	431,530.00	0.00	0.00%
All Revenues		0.00	431,530.00	431,530.00	0.00	0.00%

All Expense/Expenditure Accts						
All Revenues		0.00	431,530.00	431,530.00	0.00	
Net Cost		0.00	(431,530.00)	(431,530.00)	0.00	

3rd Quarter Fund Balances FY 21/22

Fund		Beginning Balance	3/31/2022	Projected Fund Balance	Fund Balance Goal
Organics Reserve	78103	2,264,678	2,272,668	2,159,603	1,836,403
HHW	78104	1,771,878	1,084,761	1,335,747	470,921
Contingency Reserve	78109	1,875,346	3,268,757	1,491,906	877,205
Education & Outreach	78110	706,983	104,077	544,939	84,082
Organics	78111	1,800,572	1,206,692	1,578,044	1,101,842
Unfunded Pension Liability Rsv	78112	669,626	671,315	665,183	
Debt Servicing Reserve	78113	669,626	431,530	665,183	
Total			9,039,800	8,440,605	



Agenda Item #: 4.5
Cost Center: HHW
Staff Contact: Scott
Agenda Date: 4/21/2022
Approved By: LL

ITEM: Approval of Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board approve the resolution authorizing the Zero Waste Sonoma (ZWS) Executive Director to execute the Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services (Agreement) with Onsite Electronics Recycling, LLC.

II. BACKGROUND

The management of e-waste generated in Sonoma County is a core function of ZWS. In March of 2018, ZWS staff issued a Board-approved RFP for E-Waste Transportation and Recycling Services with the option of including handling services. Six proposals were received and the evaluation committee selected ECS Refining as the highest ranking proposer and Onsite Electronics as the second highest ranking proposer.

Shortly after scoring the proposals, ECS Refining informed ZWS that it had filed Chapter 11 Bankruptcy in an effort to restructure their debts to their investors. ECS Refining assured ZWS that they were still able to uphold their proposal and after a month of careful consideration and consulting with attorneys, ZWS chose ECS Refining to be awarded the contract. As a precaution, staff suggested signing a backup contract with Onsite Electronics that would become effective upon a written Notice to Proceed if ECS Refining was unable to uphold their agreement. The Board approved both agreements on June 20, 2018.

Shortly after the agreements were approved, ECS Refining closed permanently and a Notice to Proceed was provided to Onsite Electronics on July 10, 2018. Onsite Electronics has been performing transportation and recycling services since then and started providing handling services in February 2019 after the previous e-waste handling contract expired with Recology.

The original termination date in the Agreement with Onsite Electronics was June 30, 2021. In April 2021, the First Amendment was executed providing an annual extension with a new termination date of June 30, 2022 and included an updated pricing structure. The payments to ZWS were increased from \$0.19/lb to \$0.26/lb for Covered Electronic Waste as set by the State of California. The costs to ZWS increased from \$0.10/lb to \$0.20/lb for Universal Waste Electronic Devices (UWED) as a result of plastic recycling market changes. The cost of a trailer exchange also increased from \$525 per trailer to \$850 per trailer based on actual labor costs realized through operating experience.

The Agreement allows for a second annual extension.

III. DISCUSSION

ZWS staff and Onsite Electronics wish to utilize the second annual extension provided in the contract with updates to the term of agreement and no other changes. The Second Amendment would expire on June 30, 2023.

IV. FUNDING IMPACT

There are no changes to the pricing structure for the proposed extended term of the Agreement.

With both revenue and expenditures calculated, the cost to ZWS is approximately \$96,784 per year for E-Waste Handling, Transportation, and Recycling Services with Onsite Electronics.

V. ATTACHMENTS

1. Second Amendment to the Agreement
2. First Amendment to the Agreement
3. Original Agreement for E-Waste Handling, Transportation, and Recycling Services
4. Resolution

SECOND AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING, TRANSPORTATION, AND RECYCLING SERVICES

This Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services ("Second Amendment") is made as of the 21st day of April, 2022, by the Sonoma County Waste Management Agency ("SCWMA") and Onsite Electronics Recycling, LLC ("Contractor").

RECITALS

WHEREAS, SCWMA and Contractor entered into that certain Agreement for E-Waste Handling, Transportation, and Recycling Services (the "Agreement"), dated June 20, 2018, pursuant to which Contractor agreed to handle, sort, and transport electronic waste, and ensure the proper recycling of collected materials; and

WHEREAS, that certain Agreement allows for up to two annual extensions upon written mutual agreement; and

WHEREAS, SCWMA and Contractor entered into a First Amendment to the Agreement on April 15, 2021 that updated the pricing structure and is set to expire on June 30, 2022.

NOW, THEREFORE, SCWMA and Contractor desire to extend the term of the Agreement to expire on June 30, 2023.

AMENDMENT

1. Amendment to Section 3, Term of Agreement. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall be from Effective Date (July 10, 2018) to June 30, 2023, unless terminated earlier in accordance with the provisions of Article 4 below."

2. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

ONSITE ELECTRONICS RECYCLING, LLC

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

**FIRST AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING,
TRANSPORTATION, AND RECYCLING SERVICES**

This First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services ("First Amendment") is made as of the _____ day of April, 2021, by the Sonoma County Waste Management Agency ("SCWMA") and Onsite Electronics Recycling, LLC ("Contractor").

RECITALS

WHEREAS, SCWMA and Contractor entered into that certain Agreement for E-Waste Handling, Transportation, and Recycling Services (the "Agreement"), dated June 20, 2018, pursuant to which Contractor agreed to handle, sort, and transport electronic waste, and ensure the proper recycling of collected materials; and

WHEREAS, that certain Agreement is set to expire on June 30, 2021 and allows for up to two annual extensions upon written mutual agreement; and

WHEREAS, SCWMA and Contractor wish to update the pricing structure for Payments to SCWMA and Costs to SCWMA in Exhibit A.

NOW, THEREFORE, SCWMA and Contractor desire to extend the term of the Agreement to expire on June 30, 2022.

AMENDMENT

1. Amendment to Section 3, Term of Agreement. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall be from Effective Date (July 10, 2018) to June 30, 2022, with up to one annual extension upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below."

2. Amendment to Exhibit A, Section 2 A, Payments to SCWMA. Exhibit A, Section 2 A is hereby amended in its entirety to read as follows:

"A. Payments to SCWMA:

- i. \$0.26 per pound for CRT devices
- ii. \$0.26 per pound for non-CRT CEW
- iii. \$0.12 per pound for PCs"

3. Amendment to Exhibit A, Section 2 B, Costs to SCWMA. Exhibit A, Section 2 B is hereby amended in its entirety to read as follows:

First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services

"B. Costs to SCWMA:


- i. \$0.20 per pound for miscellaneous UWED
- ii. \$65.00 per box of four (4) rolls of shrink wrap
- iii. \$850.00 for 26' truck exchange from Central Disposal Site (includes transportation and labor for two staff)
- iv. \$850.00 for 26' truck exchange from Sonoma Transfer Station (includes transportation and labor for two staff)"

4. No Other Changes. Except as amended by this First Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for E-Waste Handling, Transportation, and Recycling Services on the day and year first above written.

AGENCY:


SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: 
Leslie Lukacs, Executive Director

Date: April 29, 2021

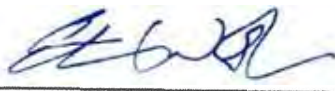
CONTRACTOR:

ONSITE ELECTRONICS RECYCLING,
LLC

By: 
Its: President

Date: 4-20-21

APPROVED AS TO FORM:

By: 
Ethan Walsh, Agency Counsel

AGREEMENT FOR E-WASTE HANDLING, TRANSPORTATION AND RECYCLING SERVICES

This agreement ("Agreement") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), and Onsite Electronics Recycling, LLC, a (hereinafter "Contractor"). The Effective date shall be the date upon which the Executive Director issues a written notice to proceed to Contractor.

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") transportation, recycling and related services; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor for transporting and recycling E-Waste collected at Sonoma County solid waste disposal facilities.

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 establishing a contract for E-Waste Transportation and Recycling Services. Contractor shall perform services as defined in Exhibit "A", Scope of Services.

1.2 Cooperation with SCWMA. Contractor shall cooperate with SCWMA and SCWMA 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 SCWMA determines that any of Contractor's work is not in accordance with such level of competency and standard of care, SCWMA, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with SCWMA 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.

Throughout the term of this agreement, including any extensions, Contractor shall:

a) Be 1) an Approved Recycler with the State of California Department of Resources Recovery and Recycling (CalRecycle) and maintain this designation throughout the term of the contract or 2) registered with the CalRecycle as an authorized E-waste Collector and partner with an Approved Recycler with the State of CalRecycle and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.

b) Comply with all Federal, State, and/or Local Regulations.

c) Not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.

d) Ensure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.

e) Ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.

f) Include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.

g) Make all of its facilities and related documentation available to the SCWMA for onsite and paper audits by SCWMA or designated 3rd party auditor. Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by SCWMA or designated 3rd party auditor.

h) Provide a downstream chain-of-custody-and-disposition report of all waste collected within ninety (90) days of the collection date. The downstream report shall include both hazardous and non-hazardous components,

including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.

i) Provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCWMA, 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 SCWMA.

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 SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA 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 SCWMA.

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

2. Payment. Contractor shall pay SCWMA in accordance with Exhibit A which sets out the payment terms. Payments shall be in accordance with SB20, as defined in Chapter 8.5, of Part 3 of Division 30 of the California Public Resources Code, commencing with Section 42460, and Article 10.3, of Chapter 6.5 of Division 20 of the California Health and Safety Code, commencing with Section 25214.9, and Title 14 of the California Code of Regulation, Division 7, Chapter 8.2, commencing with Section 18660.5. Should the State change the collector and/or recycler payment system, Contractor and Agency shall renegotiate the payment. Additionally, if at any point during the term of this Agreement, the State of California enacts legislation or the

Department of Resources Recycling and Recovery (CalRecycle), or any other State agency adopts regulations providing for reimbursement of the costs of managing universal waste electronic devices or consumer electronic waste devices, however they are labeled, Contractor shall immediately pay SCWMA the full rate set forth by the legislation or regulation for each device, excluding any amount allocated for recycling or disposal. Weight will be determined by Contractor weighing each pallet and container upon receipt. Contractor shall use a rate weight of 155 pounds per wire cage. Contractor shall weigh each individual pallet and gaylord to determine its tare weight, and the tare weight shall be subtracted from the total shipping weight to determine the net weight for which the SCWMA's payment shall be based. Contractor shall pay Agency within sixty (60) days of shipment in accordance with CCR Title 14 Section 18660.13.

3. **Term of Agreement.** The term of this Agreement shall be from Effective Date to June 30, 2021, with up to two annual extensions upon written mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

4.1 **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, SCWMA 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, SCWMA 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 SCWMA all materials and work product subject to Section 9.9 and shall submit to SCWMA 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 SCWMA, and to defend, indemnify, hold harmless, reimburse and release SCWMA, 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 SCWMA 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 SCWMA. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to SCWMA, 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 SCWMA.

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 Five Million Dollars (\$5,000,000.00) 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 SCWMA, 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 SCWMA with respect to any insurance or self-insurance programs maintained by the SCWMA.

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

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 SCWMA.

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 SCWMA.

6.5 Pollution Legal Liability. Pollution legal liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than Five Million Dollars (\$5,000,000) 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 SCWMA.

6.6 Documentation. The following documentation shall be submitted to the SCWMA:

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

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

6.8 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. SCWMA, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SCWMA may purchase such required insurance coverage, and without further notice to Contractor, SCWMA may deduct from sums due to Contractor any premium costs advanced by SCWMA for such insurance. These remedies shall be in addition to any other remedies available to SCWMA.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. 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 SCWMA's Executive Director in a form approved by SCWMA Counsel. All other extra or changed work must be authorized in writing by the SCWMA Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. SCWMA 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 SCWMA shall not operate as a waiver or release.

9.1.1 Change in Information. Contractor shall notify SCWMA thirty (30) days prior to any change to the information provided pursuant to Contractor's 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 Contractor's Proposed Scope of Services 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 SCWMA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to SCWMA staff. In the event SCWMA 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 SCWMA 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 SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCWMA 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 SCWMA, 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 SCWMA 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 SCWMA 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 SCWMA 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 SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. 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 SCWMA.

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 SCWMA. SCWMA 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 SCWMA all such documents which have not already been provided to SCWMA in such form or format as SCWMA deems appropriate. Such documents shall be and will remain the property of SCWMA 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 SCWMA.

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 SCWMA'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, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

SCWMA: Sonoma County Waste Management Agency
Attention: Courtney Scott
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 565-3632

CONTRACTOR: Onsite Electronics Recycling, LLC
Attention: Janice Oldemeyer, President
Address: 2331 N. Teepee Drive
City, State Zip: Stockton, CA 95205
Phone: 209-234-7994

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment

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

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by SCWMA 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 SCWMA 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 SCWMA 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 June 20, 2018.

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: 

Chair

CONTRACTOR:

By: 

Name: Janice Oldemeyer

Title: President

APPROVED AS TO SUBSTANCE BY
AND CERTIFICATES OF INSURANCE
ON FILE WITH:

By: 

Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: 

SCWMA Counsel

EXHIBIT A

SCOPE OF SERVICES

1. Tasks. The services to be performed under the Agreement include the following tasks:

A. Materials Accepted. At a minimum, the contractor shall be required to accept all electronic devices, including but not limited to: Cathode ray tube (CRT) devices, flat screen devices and laptops (non-CRT CEW), miscellaneous universal waste electronic devices (UWED), personal computers (PCs), computer monitors, mice, printers, facsimile machines, telephones, radios, answering machines, stereos, DVD players, cameras, video games, computers, keyboards, scanner, copiers, televisions, microwaves, VCRs, laptops, video cameras, cell phones, CD/DVD players, etc.

Miscellaneous items such as print cartridges, circuit boards, and small household appliances shall also be accepted. If SCWMA is interested in shipping universal waste to Contractor, a separate pricing sheet will be provided.

B. Materials Provided. Contractor will provide 53' trailers for transport or 26' box trucks with a liftgate. Gaylords, baskets, pallets, CRT labels, UWED labels, bills of lading (BOLs), packing tape, box liners, and pallet jacks are provided at no extra cost. If Contractor is providing labor for any task, first aid kits, fire extinguishers, gloves, safety glasses, safety vests, and hard hats will be provided at no extra cost to SCWMA. Shrink wrap can be purchased from Contractor.

Contractor may be required to coordinate the use of roll-off containers for public e-waste drop-off collection at the five transfer stations in Sonoma County beginning February 12, 2019.

C. Sorting and Packing. Sorting and packing will take place at the central e-waste consolidation point which is located at either the Central Disposal Site or at the Sonoma Transfer Station. Contractor will work with SCWMA's E-waste handling contractor on sorting and packing requirements. The E-waste handling contractor will sort and package E-waste to Contractor's specifications for the duration of the E-Waste Handling Contract expiring on February 11, 2019.

Material will be separated into the following categories: CRT devices, non-CRT CEW, UWED, PCs.

Beginning on February 12, 2019, Contractor will perform all sorting and packing duties. Contractor may hire a subcontractor to perform these tasks. Contractor shall sort and pack e-waste on a regular basis to ensure e-waste piles and containers to not disrupt other functions at the disposal sites. Contractor shall ensure no more than ten (10) roll-off containers of unsorted e-waste remain at any transfer station at any one point in time.

D. Truck Loading. SCWMA's E-Waste handling contractor will load Contractor's trucks for the duration of the E-Waste Handling Contract expiring on February 11, 2019. Contractor shall work with SCWMA's E-waste handling contractor to ensure 53' trailers or 26' box trucks will be loaded in accordance with regulatory requirements.

Beginning February 12, 2019, Contractor will perform all truck loading duties. Contractor may hire a subcontractor to perform this task.

E. Transportation. Contractor shall pick up e-waste from the central e-waste consolidation point which is located at either the Central Disposal Site or at the Sonoma Transfer Station. Contractor will arrange for trucks to pick up e-waste that is loaded and sorted onto Contractor's 53' trailer or 26' box trucks.

Contractor may be required to coordinate transportation of e-waste from the surrounding transfer stations to the central e-waste consolidation point beginning February 12, 2019.

F. Scheduling. SCWMA's e-waste handling contractor shall schedule pickups with Contractor for material located at the central e-waste consolidation point. Contractor shall pick up e-waste within 72 hours of request. Contractor may also provide regularly scheduled pickups if desired by SCWMA and E-Waste handling contractor.

Beginning February 12, 2019, Contractor will acquire scheduling responsibilities.

G. Paperwork. Contractor shall provide labels and BOLs at the time of shipment. Contractor will provide SCWMA with a copy of BOLs, receiving report, weighmaster certificate, and a transfer receipt for SCWMA signature for monthly activity by the 10th day of the following month. With each monthly payment, Contractor will provide copies of certificates of recycling for each shipment. SCWMA will provide a CEW log and a signed transfer receipt for each shipment by the 15th of each month for the previous month.

Contractor shall provide downstream chain-of-custody reports within seven (7) business days of any changes. Contractor shall provide SCWMA with two annual reports of all material provided by SCWMA to Contractor. The first report shall be for a calendar year period (January 1-December 31) and shall be provided by January 15th of every year. The second report shall be for a fiscal year period (July 1-June 30) and shall be provided by July 15th of every year. If the due date falls on a weekend or holiday, reports shall be submitted by the Friday prior to the due date.

2. Cost. The services to be performed under the Agreement include the following costs and payments.

A. Payments to SCWMA:

- i. \$0.19 per pound for CRT devices
- ii. \$0.19 per pound for non-CRT CEW
- iii. \$0.12 per pound for PCs

B. Costs to SCWMA:

- i. \$0.10 per pound for miscellaneous UWED
- ii. \$65.00 per box of four (4) rolls of shrink wrap
- iii. \$550.00 for trailer exchange from Central Disposal Site
- iv. \$525.00 for trailer exchange from Sonoma Transfer Station

C. Contractor Labor:

- i. \$22.00 for travel time per person per hour
- ii. \$32.00 for travel time overtime per person per hour
- iii. \$30.00 for packaging time per person per hour
- iv. \$40.00 for packing time overtime per person per hour

v. \$0.85 for vehicle mileage per mile (Only in the instance sorting is the only operation being performed.)

RESOLUTION NO.: 2022-11

DATED: April 21, 2022

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING A SECOND AMENDMENT TO AGREEMENT WITH ONSITE ELECTRONICS RECYCLING, LLC ("CONTRACTOR") FOR ELECTRONIC WASTE (E-WASTE) HANDLING, TRANSPORTATION AND RECYCLING SERVICES

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") handling, transportation, recycling and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor for handling, transporting and recycling E-Waste collected at all transfer stations in Sonoma County.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Second Amendment to Agreement with Onsite Electronics Recycling for E-Waste Handling, Transportation, and Recycling Services.

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: April 21, 2022

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



Agenda Item #: 5
Cost Center: HHW
Staff Contact: Scott
Agenda Date: 4/21/22
Approved By: LL

ITEM: Approval of the Third Amendment to the Agreement for Household Hazardous Waste Operations

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Zero Waste Sonoma (ZWS) Executive Director to execute the Third Amendment to the Agreement for Household Hazardous Waste (HHW) Operations (Agreement) with Clean Harbors Environmental Services (Clean Harbors).

II. BACKGROUND

The management of HHW generated in Sonoma County is a core function of ZWS. Current programs operated by Clean Harbors include the permanent HHW Facility for residents and Very Small Quantity Generating (VSQGs) businesses, weekly temporary HHW Collection Events, and the HHW Rover Service.

In March of 2014, the SCWMA released a request for proposals for Operations of Household Hazardous Waste Programs and entered into an agreement with Clean Harbors Environmental Services (Clean Harbors) on May 21, 2014. The First Amendment to the Agreement was approved on November 16, 2016 to include a Consumer Price Index (CPI) increase in personnel costs up to 3% annually and a termination date of June 30, 2019.

In April 2019, the Board approved a Second Amendment to the Agreement that included a three-year extension and an updated pricing structure with an estimated increase of \$102,118 over a three-year period. Cost increases for year one included 3% to personnel costs, 2% for disposal costs, and a 2% California Road Repair and Accountability Act (CARRAA) fee applied to disposal rates. Cost increases for year two and three included up to a 3% CPI for all contract rates and a 2% CARRAA fee applied to disposal rates.

The Second Amendment expires on June 30, 2022.

III. DISCUSSION

In early FY 21-22, initial discussions with Clean Harbors indicated that a one-year extension could be implemented at no additional cost. However, after the ZWS Board approved the draft FY 22-23 ZWS Annual Budget, Clean Harbors indicated they would likely require a fee increase due to inflation. On February 15, 2022, Clean Harbors provided staff with three options for fee increases citing increased personnel, material, and freight costs. Option 1 included a 4.2% increase on all contract items with pricing adjusted every 120 days based on the CPI index. Option 2 included an 8% price increase on all contract items for the duration of the one-year contract. Option 3 would add a \$1,250 fee to each van shipment of waste, a \$500 fee per day for box trucks, and \$75/hour

for a Contract Manager for 208 hours. On March 8, Clean Harbors sent out an email to all customers notifying them of an 8%-15% cost increase effective April 1, 2022. This has not applied to ZWS because of the existing contract.

Staff hired R3 Consulting Group, Inc (R3) to review the options and provide a recommendation. Citing “uncertain times with rising fuel costs and abnormal elements of inflation”. R3 suggested that ZWS choose Option 2, the 8% increase. The full R3 Analysis is included as an attachment.

With the consideration of an 8% increase, staff determined that performance measures and liquidated damages should be included in the Agreement to ensure performance accountability as contract termination is one of the only remedies included in the current Agreement. The Third Amendment includes liquidated damages for the following categories: reporting, manifesting, battery sorting, collection events, safety, regulatory, paint service, and other.

The Third Amendment also reduces the required reuse rate from 20% to 8%, clarifies the reuse calculation method, requires labor invoices to be received by the 15th of the month for the preceding month, requires disposal invoices to be received within sixty days of the end of the month, extends the term of the agreement to June 30, 2023, and provides an 8% price increase to all contract rates.

IV. FUNDING IMPACT

The R3 Analysis indicated that the 8% increase could equate up to \$124,000. ZWS has already approved a FY 2022-23 budget of \$1,449,000 for HHW operations services with Clean Harbors that included a buffer based on operational and economic uncertainties related to COVID. Staff believes this should be enough to cover the 8% increase based on Calendar Year 2021 disposal costs. Staff will monitor expenditures and will ask the Board to increase appropriations if necessary.

V. ATTACHMENTS

1. Third Amendment to the Agreement with Clean Harbors Environmental Services for Household Hazardous Waste Operations
2. Resolution
3. R3 Consulting Group report: Zero Waste Sonoma Clean Harbors Contract Extension Analysis
4. Clean Harbors memo: Contract Extension

THIRD AMENDMENT TO AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

This Third Amendment to the Household Hazardous Waste Operations Agreement ("Third Amendment") is made and entered into this 21st day of April, 2022, by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers Agency, and Clean Harbors Environmental Services, Inc., its affiliates and subsidiaries a Massachusetts Corporation, ("Contractor"). Agency and Contractor are sometimes collectively referred to as the "parties" and singularly, as "party".

RECITALS

- A. Agency and Contractor entered into an Agreement for Household Hazardous Waste Operations ("Agreement") dated July 1, 2014, a First Amendment to Agreement dated November 16, 2016, and a Second Amendment to Agreement dated April 17, 2019.
- B. The Parties desire to extend the term of the Agreement by one year to expire on June 30, 2023, increase compensation by 8%, and to establish performance standards and liquidated damages.

AMENDMENT

1. Amendment to Section 2.2.9. Section 2.2.9 is hereby amended in its entirety to read as follows:

"2.2.9 Reuse. Contractor shall make available a reuse area at all Mobile Program Sites and the HHW Facility. At minimum, Contractor shall open the reuse area located at the HHW Facility to the public Thursday through Saturday 7:30 a.m. to 2:30 p.m. Contractor shall make each Program participant aware of the reuse program through verbal or written communication. Contractor shall include the Reuse and Recycling policy statement, Exhibit C, in all of its employee training manual. Contractor shall follow the following procedures for handling reuse items:

- Identify any products in their original containers that are in good, non-leaking condition, and original labels intact.
- Confirm that such product (hazardous component) is still available on the market at the time of distribution.
- Confirm that product has not expired if there is an expiration date and/or known shelf life.
- Place reuse item in designated area/locker. Agency has final decision over distribution of reuse material.

- Participant must sign a liability waiver covering both Agency and Contractor provided by Agency and approved by the Contractor. The waiver shall identify all reuse products by category and weight before leaving the site with the material. The waiver applies to staff as well as the public.
- Maintain log of all release forms in chronological order.
- Provide all materials at no charge to the public.
- Materials shall be removed from the reuse program and appropriately disposed if not claimed after six (6) months.
- Follow the Reusable Exchange Program Quality Assurance Plan and Products Not To Be Redistributed list provided by the Agency, Exhibits D and E. Either the Plan or the List may be changed by the Agency at any time.
- Achieve a minimum of an 8% reuse rate by total shipped weight."

2. Amendment to Section 3. Section 3 is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2023, provided however that the Agency anticipates the potential opening of a new additional HHW Facility at a location in Northern Sonoma County (a "North County HHW Facility") and the Agency may, in its sole discretion, terminate this Agreement prior to June 30, 2023 with six (6) months prior written notice to Contractor, in anticipation of the opening of a North County HHW Facility. Notwithstanding the foregoing, this Agreement may be terminated earlier in accordance with the provisions of Article 13 below."

3. Amendment to Amendment to Section 4.5. Section 4.5 is hereby amended in its entirety to read as follows:

"4.5 Payment Terms. Payment shall be made to Contractor by Agency within thirty (30) days after receipt of a complete invoice and upon the approval of the Agency's contract manager that the tasks and submittals are acceptable and adequate. A "complete invoice" shall include the following documentation in addition to the invoice: (a) copies of returned, signed Hazardous Waste manifests for all Hazardous Wastes billed; and (b) status reports, as required. Agency shall notify Contractor of any invoice discrepancies or issues in writing within ten (10) working days of receipt of an invoice. Contractor shall respond to any such notice of deficiency in writing within fifteen (15) days, and payment will be due from the Agency within fifteen (15) days after receipt of such response. In the event that any issues or discrepancies remain after the Agency receives such response, Agency nonetheless shall pay all undisputed amounts within the

fifteen (15) day period, and the parties will resolve the remaining issues or discrepancies in accordance with the procedures set forth above. Agency may withhold payment whenever Contractor fails to provide a complete invoice, until Contractor supplies Agency with a complete invoice. All invoices are to be directed to:

Courtney Scott, Household Hazardous Waste Program Manager
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
Courtney.Scott@sonoma-county.org

Contractor is required to submit two types of invoices for: (1) labor, equipment, supplies and bond, and (2) disposal. Contractor is required to submit to the Agency an accurate and complete invoice for labor, equipment, supplies and bond, including any supporting documentation, no later than the 15th of each month for the preceding month. Contractor is required to submit to the Agency an accurate and complete invoice for disposal, including any supporting documentation, no later than sixty (60) days from the close of each invoice period. Failure to comply with this requirement may result in the Agency assessing Contractor a fifty-dollar (\$50) fine for each day the Contractor fails to meet this requirement."

4. Amendment to Section 4.6. Section 4.6 is hereby amended in its entirety to read as follows:

"4.6 Adjustment to Payment in 2022-23. All contract rates listed in Exhibit A-1, Exhibit A-2, and Exhibit H-1 shall be adjusted for one fiscal year not to exceed eight percent (8%) in that twelve-month period. All increases shall be adjusted on the Adjustment Date."

5. Amendment to Section 13. Section 13.4 is hereby added and shall read as follows:

"13.4 Liquidated Damages.

(a) General. Contractor acknowledges and agrees that one of Agency's primary goals in entering into this Agreement is to ensure that the provided services are of the highest quality; satisfaction remains at the highest level; that authorized programs are designed and implemented to achieve compliance with CalRecycle diversion requirements applicable to Agency; that fees for service remain competitive; and, that materials collected are put to the highest and best use to the extent feasible. The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by Agency as a result of a breach or inadequate performance by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the

Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

(b) Service and Diversion Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent and reliable service is of utmost importance to Agency and that Agency has considered and relied on Contractor's representations as to its quality-of-service commitment in entering into this Agreement with it. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, Agency and Agency's residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to the Agency's right to treat such non-performance as an event of default under this Section, the Parties agree that the liquidated damages amount defined below represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to Agency, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

(c) Procedure for Assessing Liquidated Damages.

(i) Agency may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives, investigation of customer complaints or self-reporting by Contractor.

(ii) Prior to assessing liquidated damages, and within thirty (30) days of becoming aware of such violation, Agency shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review and make copies at its own expense of all information in the possession of Agency relating to incident(s)/non-performance. Contractor may, within ten (10) working days after receiving notice, request a meeting with Agency to present evidence regarding the accuracy of the facts related to the incident. If a meeting is

requested, it shall be held by the Executive Director or his/her designee. Contractor may present evidence relevant to the incident(s)/non-performance. The Executive Director or designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of Agency shall be final and Contractor shall have been deemed to have exhausted its administrative remedies and can thereafter challenge such ruling in court.

(iii) Contractor shall pay any Liquidated Damages assessed by Agency on the next month's disposal invoice following the date the Liquidated Damages are assessed. The assessment shall be reflected as a credit to Agency on the disposal invoice. If the amount of the Liquidated Damages exceeds the amount that Agency owes Contractor for said invoice, then Agency shall issue an invoice for the difference or roll over the credit to the following month's disposal invoice, at Agency's discretion.

(iv) Contractor agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
Reporting	Failure to timely submit all twelve-monthly Status Reports for the twelve-month period and annual participation report to Agency by September 1	\$100 day and any CalRecycle fines for late report that the Agency is liable for due to Contractor's failure to timely report
Manifesting	Inaccurate manifest (with more than 3 errors)	\$500/instance
Battery Sorting	Maintaining three or more full 55-gallon drums with unsorted batteries	\$100 per day in violation
Battery Sorting	Error in sorting batteries	Contractor shall be liable for costs to Agency for any costs incurred by Agency for Contractor's improper sorting (e.g., companies send Agency an invoice for improper sorting)
Event	Failure to Show Up at Correct Location for Temporary HHW Collection Event	\$2,000 per instance, any fine assessed by a regulatory agency against Agency for Contractor's

LIQUIDATED DAMAGES		
Item		Amount
		error, any use fee or charge imposed by property owner against Agency for use of incorrect location
Safety	Allowing any member of the public to handle hazardous waste in the hot zone that did not come from their own vehicle	\$50 per incident
Regulatory	Failure to maintain regulatory documentation, including safety and operations plans	\$100 per document and any fine assessed by a regulatory agency against Agency for Contractor's violation
Paint Service	Failure to Reprocess Paint	\$200/Week

6. Amendment to Section 17. Section 17 is hereby amended in its entirety to read as follows:

"17. NOTICES.

All notices, bills and payments shall be made in writing and may be given by personal delivery, by U.S. mail, or courier. Notices, bills and payments sent by mail shall be addressed as follows:

Agency: Sonoma County Waste Management Agency
Attention: Courtney Scott, HHW Program Manager
2300 County Center Dr., Suite B 100
Santa Rosa, CA 95403
Phone: (707) 888-0476
Email: Courtney.Scott@sonoma-county.org

Contractor: Clean Harbors Environmental Services, Inc.
Attention: General Counsel (Urgent Contract Matter)
P.O. Box 3442
Boston, MA 02241-3442
Phone: (781) 792-5000
Toll-Free Phone: (800) 282-0058

and when so addressed, shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Section 17."

7. No Other Changes. Except as amended by this Third Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Household Hazardous Waste Operations on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

CONTRACTOR:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By: _____
Leslie Lukacs, Executive Director

By: _____
Marc McReynolds, Senior Vice President,
Western Region

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

DATED: April 21, 2022

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING A THIRD AMENDMENT TO THE AGREEMENT WITH CLEAN HARBORS ENVIRONMENTAL SERVICES ("CHES") FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

WHEREAS, the Agency and CHES entered into a certain Agreement on July 1, 2014 for CHES to perform household hazardous waste operations on behalf of the Agency with an expiration date of February 11, 2017; and

WHEREAS, the Agency and CHES entered into a First Amendment to the agreement on November 16, 2016 to extend the term until June 30, 2019 and adjust the pricing structure; and

WHEREAS, the Agency and CHES entered into a Second Amendment to the agreement on April 17, 2019 to extend the term until June 30, 2022 and adjust the pricing structure; and

WHEREAS, the term of the aforementioned amendment will expire unless amended by the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Third Amendment to the Agreement with CHES for Household Hazardous Waste Operations.

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: April 21, 2022

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

To:	Courtney Scott, <i>HHW Program Manager</i> Thora Collard, <i>Administrative Manager</i>
From:	Alex Soulard, <i>Sr. Project Analyst</i> Carrie Baxter, <i>Sr. Project Manager</i>
Date:	March 18, 2022
Subject:	Zero Waste Sonoma Clean Harbors Contract Extension Analysis

Background

Zero Waste Sonoma Clean Harbors Contract History

Zero Waste Sonoma has an ongoing Contract with Clean Harbors Environmental Services, Inc. (Clean Harbors) to operate the existing Household Hazardous Waste Facility (HHW Facility), collect, process, and dispose of Household Hazardous Wastes from residents, businesses that qualify as Conditionally Exempt Small Quantity Generators (CESQG), a mobile program, door to door collection services, hazardous waste load check program, and emergency response cleanups.

The original agreement was entered into on July 1, 2014 and was amended in November 2016 to adjust personnel cost by CPI not to exceed 3% annually and to extend the term through June 2019. The agreement was amended again in April 2019 to extend the term through June 30, 2022. In addition, the April 2019 amendment incorporated an annual cap on the Mobilization Cost Sheet not to exceed 3%, the Waste Disposal Costs not to exceed 2%, and the CARRAA fee not to exceed 2% of disposal costs.

Clean Harbors contacted Zero Waste Sonoma on February 15, 2022 stating that their costs have increased drastically and laid out three options for price increases that would accompany a July 1, 2022 extension.

- » **Option 1:** 4.2% increase on all contract items effective July 1, 2022. The pricing will then be adjusted (up or down) every 120 days based on the change in the CPI index from the period since last calculation.
- » **Option 2:** 8% price increase on all contract items effective July 1, 2022 for the duration of the one-year extension.
- » **Option 3:** A contract modification adding the following line-item unit rates to the contract: Van Transportation at \$1,250.00 per shipment from the facility, Box Truck at \$500.00 a day, and Contract Manager at \$75.00 per hour for the listed 208 hours.

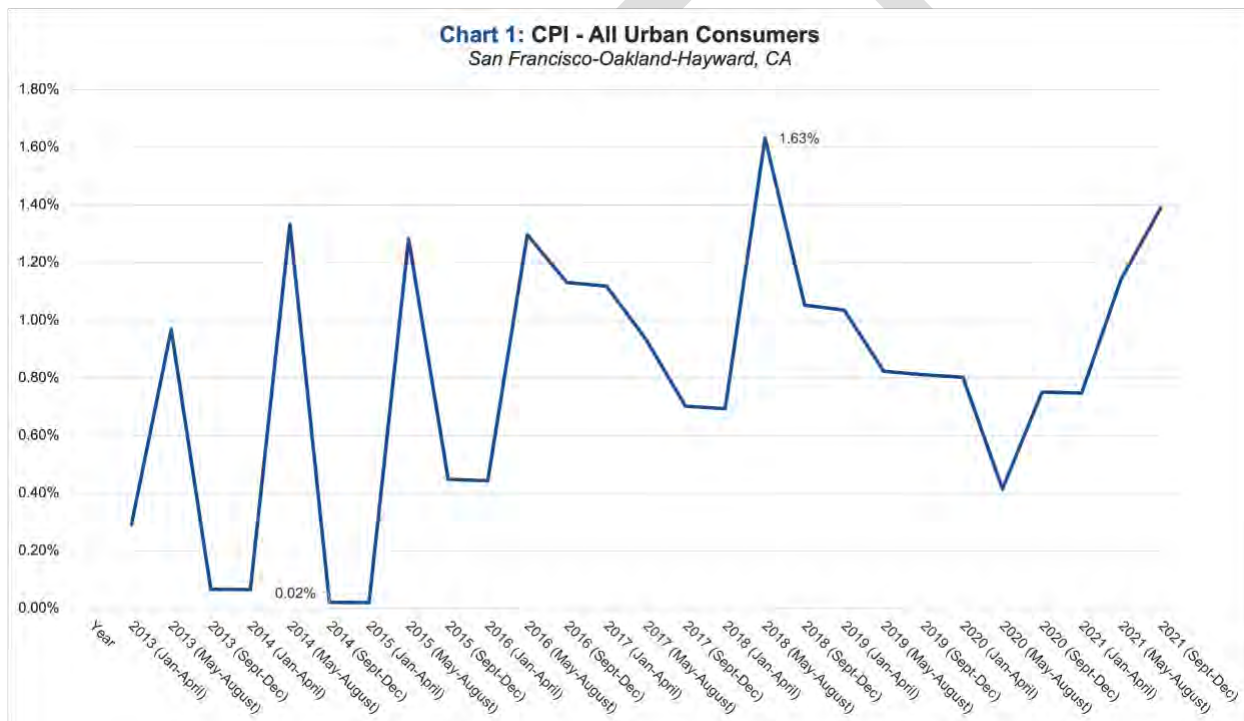
Clean Harbors sent out an email, under separate cover, on March 3, 2022 that informed customers the company will be raising costs by anywhere from 8% to 15% on April 1, 2022.

Analysis of Options

Option 1: One-Time 4.2% Price Increase Plus Adjustment Every 120-Days Based on CPI

4.2% increase on all contract items effective July 1st, 2022. The pricing will then be adjusted (up or down) every 120 days based on the change in the CPI index from the period since last calculation.

Over the last 9 years, the CPI index used to adjust the current contract has increased every 120 days on average 0.79%, with the highest 120-day average increase at 1.63% and the lowest 120-day average increase at 0.02%. There have not been any instances where there was a decrease in the CPI index over that 9-year period, as shown in **Chart 1**, below.



Taking the lower increase option that is assessed every few months would result in a lower initial cost increase to ZW Sonoma and would have the ability to go down if there is any reduction in CPI; however, this is not guaranteed and has not happened over the last nine years. There is no protection against a higher rate increase as CPI continues to increase. This option also leaves ZW Sonoma vulnerable with the potential of having three price increases over the course of a year with no limit on how high those increases may be.

Assuming the average of 0.79% increase each 120-days with the initial 4.2% increase on July 1, 2022, ZW Sonoma is looking at a cumulative increase of 6.58% between July 1, 2022 and July 1, 2023. **Table 1A**, below, shows the cumulative change.

Table 1A (Low): 4.2% Increase with Average 0.79% Adjustment each 120-Days

Rate Adjustment Date	July 1 2022	Nov 1 2022	March 1 2023	July 1 2023
Percentage Increase	4.20%	0.79%	0.79%	0.79%
Cumulative Percentage Increase	4.20%	4.99%	5.79%	6.58%

Being a bit more conservative, we also have considered what the cost impact would be if the highest 120-day change over the last 9 years was applied. In this scenario, ZW Sonoma is looking at a cumulative increase of 9.09% between July 1, 2022 and July 1, 2023. **Table 1B**, below, shows the impact of the rate adjustment if during every 120-day period the change in CPI was 1.63% above the prior period.

Table 1B (High): 4.2% Increase with Average 1.63% Adjustment each 120-Days

Rate Adjustment Date	July 1 2022	Nov 1 2022	March 1 2023	July 1 2023
Percentage Increase	4.20%	1.63%	1.63%	1.63%
Cumulative Percentage Increase	4.20%	5.83%	7.46%	9.09%

By applying these increases to current Clean Harbors disposal costs for FY 20/21 we estimate a projected increase in cost ranging from approximately \$77,500 to \$90,500. However, there is no cap on these increases in this option and we are in an uncertain times with rising fuel costs and abnormal elements of inflation.

Option 2: One-Time 8% Price Increase

8% price increase on all contract items effective July 1st, 2022 for the duration of the one-year extension.

This option offers a one-time increase. Costs will be controlled for that year, which does not necessarily open the rate adjustment terms in future years. Using the CPI projections stated under the Option 1 analysis, the cumulative CPI increase for the 12-month period may range from 6.58% to 9.09%.

The option of an 8% price increase is near the middle of this range. While there may be an initial cost savings by going with Option 1 there is a high potential for inflation to case the rates to continue increasing in future years.

R3 has projected overall cost increases, based on FY 2021 disposal costs paid to Clean Harbors the increases in Options 1, 2, and 3 and has provided the data in **Table 3**, in the Recommendations section of this report.

Estimates show that Option 1 has a lesser increase, however, Option 2 provides a firmly stated rate increase. At the high-cost estimate for Option 1, there is a \$21,023 savings over Option 2. On the lower end of that estimate for CPI increase, there is a \$40,494 savings over Option 2. These cost savings range from 1-3% of the current amount paid to Clean Harbors.

The cap of the rate increase has distinct value at uncertain economic times, which we are experiencing right now. Fuel cost increases have not begun to show up in CPI figures to the degree that the nation has seen in recent weeks and there is potential to CPI to greatly exceed any estimates from recent years.

The estimated potential excess cost ranging from approximately \$34,000 to \$47,000 by selecting Option 2 over Option 1 is well worth the benefit of controlling any unprecedented increases in CPI.

Overall, the estimated cost increase for Option 2 is approximately \$124,000 over FY 20/21 Costs.

Option 3: Contract Modification to Include Rates for Van Transportation, Box Trucks, and Contract Manager

A contract modification adding the following line-item unit rates to the contract: Van Transportation at \$1,250.00 per shipment from the facility, Box Truck at \$500.00 a day, and Contract Manager at \$75.00 per hour for the listed 208 hours.

ZW Sonoma estimates that there should be Van Transportation occurring once a week. Box trucks are used an average of twice a week for Tuesday HHW Collection and Wednesday Rover Service.

Contract Manager costs have not been assessed on ZW Sonoma previously as this is a regional position and has previously been part of the overhead costs. ZW Sonoma Staff estimates that a contract manager would likely only spend about 80 hours on their operations a year, but we have provided two scenarios where Clean Harbors bills the fully stated 208 hours and one with the estimated Contract Manager time of 80 hours annually. Please Note: the Contract Manager is not a position that has been listed as a direct cost on any other Clean Harbor agreements we have access to from other municipalities.

Table 2: Option 3 Additional Costs

Additional Costs	Unit Cost	Estimated Units	Total Additional Cost
Van Transportation	\$ 1,250	52	\$ 65,000
Box Truck	\$ 500	104	\$ 52,000
Contract Manager	\$ 75	208	\$ 15,600
Contract Manager (ZW Sonoma Assumed Utilization Rate)	\$ 75	80	\$ 6,000

This will result in a total price increase ranging from \$123,000 to \$132,600 specific to the van transportation, box trucks, and Contract Manager costs. Additionally, per the contract, the material disposal costs would increase by CPI adjustment of 3.21 Percent from 2020 to 2021 based on the Bureau of Labor Statistics Data, which results in disposal price increase of approximately \$50,000 for a total difference of approximately \$182,500.

Industry Standards

Costs are on the rise in this sector just as in almost every portion of the economy today. Clean Harbors justification for needing a cost increase is likely valid and may not stop any time soon. Also, the effects of recent fuel cost increases have not fully impacted these rates yet. Considering that transportation is a large element of the services provided costs are likely to keep increasing in the immediate future.

Recommendation

R3 recommends that Zero Waste Sonoma select Option 2, which accepts a one-time 8% increase in costs and extends the contract with Clean Harbors until June 30, 2023.

Table 3: Projects of Overall Cost Increase

Annual Disposal Cost FY 20/21	1,551,482					
	Q3	Q4	Q1	Q2	Total	
Current Disposal Cost	\$ 387,871	\$ 387,871	\$ 387,871	\$ 387,871	\$ 1,551,482	
Projections	Q3	Q4	Q1	Q2	Total	% Increase
Option 1A (Low)	\$ 404,161	\$ 406,204	\$ 408,247	\$ 410,289	\$ 1,628,901	4.99%
Option 1B (High)	\$ 404,161	\$ 408,376	\$ 412,591	\$ 416,806	\$ 1,641,933	5.83%
Option 2	\$ 418,900	\$ 418,900	\$ 418,900	\$ 418,900	\$ 1,675,601	8.00%
Option 3	\$ 400,321	\$ 400,321	\$ 400,321	\$ 400,321	\$ 1,733,885	11.76%



Clean Harbors Environmental Services, Inc.
4101 Industrial Way
Benicia, CA 94510
www.cleanharbors.com

Date: February 15, 2022

Courtney Scott
2300 County Center Drive Suite B 100
Santa Rosa, CA 95403

RE: Contract Extension

Ms. Scott:

Since 2006 Clean Harbors Environmental Services (CHES) has partnered with the Sonoma County Waste Management Agency (SCWMA) and Zero Waste Sonoma in the operation of the Household Hazardous Waste (HHW) Program servicing the residents of Sonoma County. During the past two years Clean Harbors has managed the program through unprecedented operating conditions including the Covid-19 pandemic, incinerator outages and network capacity limitations, and a national shortage of drivers and field labor. Clean Harbors has attempted to maintain our services in this very challenging operating environment. Although we still have challenges with filling open driver and labor positions, we feel confident that our new management of this program will provide the highest level of service that your program expects.

Over the last 12 months, Clean Harbors has also experienced a dramatic increase in the following key operating costs: Metal drums 41%, freight 28%, fiber containers/pallets 17%, and labor costs (chemists, technicians, drivers, plant personnel, and administrative support) over 8%. All indications are that materials, freight and labor costs will continue to increase throughout 2022. Based on these factors, Clean Harbors will require an adjustment to the Zero Waste Sonoma HHW program unit rates to cover a portion of our increased operating costs.

In continuance with our partnership, CHES is interested in extending our agreement with Zero Waste Sonoma and respectfully offer the following options for an extension beginning July 1st of 2022.

Option 1: 4.2% increase on all contract items effective July 1st, 2022. The pricing will then be adjusted (up or down) every 120 days based on the change in the CPI index from the period since last calculation

Option 2: 8% price increase on all contract items effective July 1st, 2022 for the duration of the one-year extension.



Option 3: A contract modification adding the following line item unit rates to the contract: Van Transportation at \$1,250.00 per shipment from the facility, Box Truck at \$500.00 a day, and Contract Manager at \$75.00 per hour for the listed 208 hours.

Thank you for your considering Clean Harbors as your continuing preferred environmental services partner to this important program. If you have any questions please contact Curt Lock at 408-592-2585 or lock.curt@cleanharbors.com.

Sincerely,

Curt Lock

Curt Lock,
District Sales Manager Greater San Francisco Bay Area

"People and Technology Creating a Better Environment"



EXECUTIVE DIRECTOR UPDATE

Leslie Lukacs

Zero Waste Sonoma

Executive Director

April 21, 2022

FREE!

ZERO WASTE GUIDE SONOMA COUNTY 2022

healthy environment, healthy communities



Eco-Desk
565-DESK (3375)
LLAME AL 565-3375
ZEROWASTESONOMA.GOV



**ZERO
WASTE**
SONOMA

¡GRATIS!

GUÍA DE CERO BASURA CONDADO DE SONOMA 2022

medioambiente saludable, comunidades saludables



Eco-Desk
565-DESK (3375)
LLAME AL 565-3375
ZEROWASTESONOMA.GOV



**ZERO
WASTE**
SONOMA

\$2.5 MIL CALIFORNIA YOUTH WORKFORCE DEVELOPMENT GRANT





BEVERAGE CONTAINER CRV KIOSK - SEBASTOPOL







FOOD RECOVERY GRANT - TRUCK



**This truck is rescuing
edible food and feeding
our community!**



HIRE A CREW
415.454.4554



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**This truck is rescuing
edible food and feeding
our community!**

**CONSERVATION
CORPS NORTH BAY**



A path to a better future.



**This truck is funded by a grant from the Department of Resources Recycling
and Recovery (CalRecycle) through California Climate Investments**

COMPOST REBATE PROGRAM



Compost Rebate

Available for compost purchases totaling at least 30 cubic yards in a year, up to 1000 cubic yards. Compost must be spread in Sonoma County.

For more info and to apply:
zerowastesonoma.gov/compost-rebate



FIX-IT CLINIC & REUSE FAIR – MAY 14, 2022



11AM - 3PM
MAY 14, 2022
3251 SANTA ROSA AVE
(BEHIND SEQUOIA FLORAL)

FIX-IT CLINIC & REUSE FAIR

ENJOY

- Local Upcycled Art
- Children's Museum On-the-Go Bus
- Tours of Greenlynx
- Used Book Sale
- Complimentary Bites

BRING

- Bicycles
- Lamps
- Clothing & Textiles
- Clothing Swap Items

1 bag per person



SIGN UP FOR
REPAIR HELP

SPONSORS: ZERO WASTE SONOMA, Green Mart, eWaste Sonoma, GOODWORKS, Recology Sonoma Marin, TOOL LIBRARY, childrens museum SONOMA COUNTY, TEK TAILOR, GREENLYNX

GOLD SPONSOR: Recology Sonoma Marin



11AM - 3PM
14 DE MAYO DE 2022
3251 SANTA ROSA AVE
(DETRAS DE SEQUOIA FLORAL)

CLÍNICA DE REPARACIÓN Y FERIA DE REUTILIZACIÓN

DISFRUTA

- Arte Local Reciclado
- Museo Ambulante para los Niños
- Tours of Greenlynx
- Venta de Libros Usados
- Bocadillos Complementarios

TRAE

- Bicicletas
- Limparas
- Ropa y Textiles
- Art Culos Para Intercambio de Ropa

1 bolsa per persona



REGISTRESE PARA
OBTENER AYUDA
DE REPARACION

SPONSORS: ZERO WASTE SONOMA, Green Mart, eWaste Sonoma, GOODWORKS, Recology Sonoma Marin, TOOL LIBRARY, childrens museum SONOMA COUNTY, TEK TAILOR, GREENLYNX

PATROCINADOR: Recology Sonoma Marin



ZERO WASTE NORTHBAY

**2022 North Bay Zero Waste Week
Starting Monday, July 25, 2022**

Various Locations in Sonoma County, CA

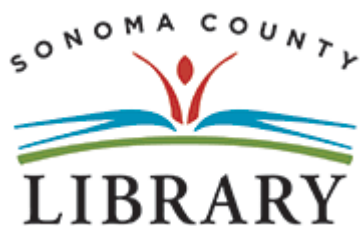
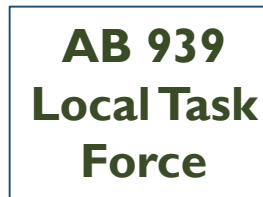
[2022 Zero Waste Week](#)

[2022 Zero Waste Symposium](#)

[Symposium Registration](#)

[Sponsorship](#)

[About Zero Waste](#) ▾





2022 North Bay Zero Waste Symposium Friday, July 29, 2022

SOMO Village Event Center, Rohnert Park, CA

CA CLIMATE FELLOWSHIP



**CALIFORNIA CLIMATE
ACTION CORPS**

California Climate Action Corps 2022-23 Fellowship Host Partner Application

THANK YOU



- Leslie Lukacs
- Leslie.Lukacs@Sonoma-County.org