



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

August 17, 2023

REGULAR MEETING

Closed Session begins at 8:30 a.m.

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

Estimated Ending Time 11:30 a.m.

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

Meeting will also streamed via Zoom:

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUliWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

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Note: This packet is 69 pages total



Zero Waste Sonoma

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, August 16th. 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
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8)
Property: 5885 Pruitt Avenue Windsor, CA 95492
Agency Negotiators: Leslie Lukacs, Ethan Walsh
Negotiating Parties: David M. Carroll, John M. Shea II
Under Negotiation: Price and terms of payment
3. Adjourn Closed Session / Call to Order Regular Meeting
4. Agenda Approval
5. Public Comments (items not on the agenda)

Consent (w/attachments)

- 6.1 Minutes of the June 15, 2023 Meeting
- 6.2 June, July, August, and September 2023 Outreach Calendar
- 6.3 ZWS FY 2022/23 Year End Budget

Regular Calendar

7. Adopt Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements [Lukacs]
8. Request for Proposals to Provide Commercial Technical Assistance for Compliance with Food Recovery, Disposable Food Ware Ordinance, and Contamination Minimization Requirements [Tan]
9. Boardmember Comments – NO ACTION
10. Executive Director Report – VERBAL REPORT
11. Staff Comments – NO ACTION
12. Next ZWS meeting: September 21, 2023
13. 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: August 17, 2023 Board Meeting Agenda Notes

Consent Calendar

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

- 6.1 June 25, 2023 Meeting Minutes
- 6.2 June, July, August, and September 2023 Outreach Calendar
- 6.3 ZSW FY 2022/23 Year End Budget

Regular Calendar

7. Adopt Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements

The Model Ordinance requires all building projects requiring a permit to recycle recoverable wastes (wood, concrete, asphalt, dirt/rock, metals, etc.). It also provides incentives for projects to reuse materials specifically by deconstructing existing buildings rather than demolishing them and requires it for historic buildings. Finally, it requires third party certification to verify that facilities separate and recycle wastes that are mixed together (not separated) based on ZWS's C&D Facility Certification program. **Staff recommends that the Board adopt the Model Ordinance and direct staff to forward the Model Ordinance on to the member jurisdictions for requested adoption by December 31, 2023.**

8. Request for Proposals to Provide Commercial Technical Assistance for Compliance with SB 1383 Requirements and Local Disposable Food Ware Ordinances

Since SB 1383 went into effect on Jan 1, 2022, ZWS, the franchised haulers and other partner organizations have provided significant education and outreach to commercial generators about the requirements they must meet. Although the affected Tier One and Two commercial generators (listed in the table below) are aware of the requirement to donate excess food, some are uncertain how they should comply. Most are unfamiliar with what foods are eligible for donation, do not know what organizations pick up donated food, and are concerned about food safety liability. ZWS staff has attempted to provide this information through the website and letters but has since realized that food donation is very complex and in-person technical assistance is necessary. **Staff recommends that the Board approve the public release of the Technical Assistance RFP.**



Minutes of the June 15, 2023 Meeting

Zero Waste Sonoma met on June 15, 2023, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

City of Cloverdale – David Kelley
City of Cotati – Susan Harvey
City of Healdsburg – Evelyn Mitchell
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – Dianna MacDonald
City of Sebastopol – Sandra Maurer
City of Sonoma - ABSENT
County of Sonoma – Trish Pisenti
Town of Windsor – ABSENT

Staff Present:

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

1. Call to Order Regular Meeting

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

2. Agenda Approval

3. Public Comments (items not on the agenda)

Duane Dewitt, local resident. Happy to see deconstruction portion of the ordinance being promoted. What is happening with our waste streams?

4. Consent (w/attachments)

- 4.1 Minutes of the May 18, 2023 Meeting
- 4.2 May, June, and July 2023 Outreach Calendar

Board Comment:

None

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Petaluma – Patrick Carter

Second: City of Rohnert Park – Emily Sanborn

Vote Count:

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

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

Motion passed.

Regular Calendar

5. Adopt Model Ordinance for Building Project Materials Management, Deconstruction, Reuse and Recycling Requirements

Board Comments/Action Items:

- Consistency within our county is great, how does it relate to our neighboring counties?
- Are there many certified facilities outside the county?
- What outreach to construction stakeholders was done?
- The model ordinance does not set an official policy?
- Does this add cost or time constraints to the building projects?
- What current infrastructure exists for deconstruction?
- Does deconstruction need separate bins?
- Where are the C&D facilities located?
- How do you define “fast tracking”? Is it to create an incentive?
- Why was 1923 chosen as the marker for deconstruction requirement?
- Do certified mixed C&D facilities exist in Sonoma County?
- Would projects that fail to meet the 65% diversion not receive a permit or receive a financial penalty?
- What is the outreach plan for developers and builders?
- There is concern that contractors and builders have not been engaged in the development of this ordinance.
- Would a facility be needed for a facility that only receives one commodity type (concrete recyclers)?
- At the certified site, how is the material sorted, by contractor or at the facility?
- Are they different fees for mixed bins?
- Is Green Halo a website portal or does it have a phone app?
- Who provides training to the jurisdictions for Green Halo?
- What is the timeline for rollout?
- What is the cost of Green Halo?
- Does Green Halo integrate with other software used by permitting agencies?
- Will Cal Green adopt these standards in the future?
- How does residual waste impact franchise agreements?
- Is there anything in this ordinance that will impact our agreements with Republic?

- What is our percentage of C&D at the landfill?
- Is there any monetary incentives in this ordinance?
- Aren't we limited in our ability to assess penalties?
- Can we share the ordinance with the builders associations in order to establish a set of FAQs for distribution across jurisdictions?
- What role will ZWS play in implementation of the ordinances?
- Would like to see more outreach performed before we pass this model ordinance.

Public Comments:

Duane Dewitt – urges board to pass this model ordinance. It would be great if jurisdictional agencies to implement deconstruction requirements.

Stephen Bantillo, RCI – Not all projects can achieve 65% recovery simply because there is very limited to no recoverable material. How will this be addressed without penalizing the project. The Recycling Certification Institute has concerns over establishing a 65% mandate for recovery because our experience has shown it is not achievable by all projects or facilities. Thus, a strict mandate may encourage misreporting to remain compliant. Without applying a National Standard Certification Protocol to the facility, you may not be able to determine that misreporting has occurred. C&D ordinances that focus on performance are most effective, which means a facility recovers as much recoverable C&D as is possible from their incoming material stream. A facility with a 25% recovery rate could be performing much better than a facility with a 50% recovery rate. How will the model address this and not penalize the facility with a recovery rate less than 65% if the facility is recovering all that is recoverable?

- 6. Boardmember Comments – NO ACTION**
- 7. Executive Director Report – NO ACTION**
- 8. Staff Comments – NO ACTION**
- 9. Next SCWMA meeting: July 20, 2023**
- 10. Adjourn: 10:59 am**

Submitted by: Thora Collard



Agenda Item #: 6.2
 Agenda Date: 8/17/2023

ITEM: June, July, August, September 2023 Outreach Calendar

June 2023 OUTREACH

Start date	End date	Start time	End time	Event
6/3/23	6/3/23	9:00 AM	12:00 PM	Compost Giveaway (Santa Rosa, Recology Yard)
6/6/23	6/6/23	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)
6/13/23	6/13/23	4:00 PM	8:00 PM	HHW Collection Event (Bodega Bay)
6/15/23	6/15/23	8:00 AM	12:00 PM	Compost/Mulch Giveaway (Santa Rosa)
6/16/23	6/18/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
6/17/23	6/17/23	9:00 AM	5:00 PM	Mattress Recycling (Luther Burbank Center)
6/20/23	6/20/23	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)
6/23/23	6/23/23	1:30 PM	4:30 PM	Korbel's 2023 Environmental, Health, And Safety Fair
6/27/23	6/27/23	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)

July 2023 OUTREACH

Start date	End date	Start time	End time	Event
7/5/23	7/5/23	5:00 PM	8:30 PM	Santa Rosa Wednesday Night Downtown Market (Santa Rosa)
7/8/23	7/8/23	10:00 AM	3:00 PM	30th Annual Cotati Kids Festival (Cotati)
7/11/23	7/11/23	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
7/11/23	7/11/23	8:30 AM	12:30 PM	Healdsburg Farmers Market (Healdsburg)
7/12/23	7/12/23	5:00 PM	8:30 PM	Santa Rosa Wednesday Night Downtown Market (Santa Rosa)
7/14/23	7/16/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Petaluma)
7/15/23	7/15/23	9:00 AM	5:00 PM	Mattress Recycling Event (Petaluma)
7/15/23	7/15/23	9:00 AM	3:00 PM	Devils Darlin's 34th Annual Car Show (Sonoma)
7/16/23	7/16/23	10:00 AM	1:00 PM	Compost Giveaway (Cazadero)
7/18/23	7/18/23	4:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
7/19/23	7/19/23	5:00 PM	8:30 PM	Santa Rosa Wednesday Night Downtown Market (Santa Rosa)
7/20/23	7/20/23	4:00 PM	8:00 PM	Occidental Farmers Market (Occidental)

7/23/23	7/29/23	12:00 AM	11:30 PM	Zero Waste Week
7/25/23	7/25/23	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
7/26/23	7/26/23	5:00 PM	8:30 PM	Santa Rosa Wednesday Night Downtown Market (Santa Rosa)
7/28/23	7/28/23	9:00 AM	12:00 PM	Compost Facility Tour and Giveaway
7/28/23	7/28/23	5:00 PM	8:00 PM	Rohnert Park Farmers Market (Rohnert Park)
7/29/23	7/29/23	10:00 AM	2:00 PM	Fix-It Clinic & Reuse Fair
7/29/23	7/29/23	5:00 PM	8:00 PM	Petaluma Farmers Market (Petaluma)

August 2023 OUTREACH

Start date	End date	Start time	End time	Event
8/1/23	8/1/23	4:00 PM	8:00 PM	HHW Collection Event (Forestville)
8/2/23	8/2/23	5:00 PM	8:30 PM	Santa Rosa Wednesday Night Downtown Market (Santa Rosa)
8/3/23	8/13/23	11:00 AM	10:00 PM	Sonoma County Fair
8/8/23	8/8/23	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
8/12/23	8/13/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)
8/15/23	8/15/23	4:00 PM	8:00 PM	HHW Collection Event (Rincon Valley)
8/15/23	8/15/23	8:30 AM	12:30 PM	Healdsburg Farmers Market (Healdsburg)
8/22/23	8/22/23	4:00 PM	8:00 PM	HHW Collection Event (Windsor)
8/29/23	8/29/23	4:00 PM	8:00 PM	HHW Collection Event (Cotati)

September 2023 OUTREACH

Start date	End date	Start time	End time	Event
9/5/23	9/5/23	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
9/8/23	9/10/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Rohnert Park)
9/9/23	9/9/23	9:00 AM	5:00 PM	Mattress Recycling Event (Rohnert Park)
9/9/23	9/9/23	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
9/12/23	9/12/23	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
9/19/23	9/19/23	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)



Cost Center: All
Staff Contact: Collard
Agenda Date: 8/17/2023
Approved by: LL

ITEM: Fiscal Year 2022-23 Year End Financial Report

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2022-23 Year-End Financial Report on the Consent Calendar.

II. BACKGROUND

The Joint Powers Authority agreement requires the Zero Waste Sonoma (ZWS) Board of Directors receive quarterly financial reports. This report contains information about ZWS operations, all receipts to, and disbursements from, the ZWS for Fiscal Year 2022-23.

III. DISCUSSION

This report, using information from the County accounting system (EFS) for revenues and expenditures, contains the actual amounts spent or received, accounts payable and receivable, the approved budget and the difference between the approved budget and the actual revenues/expenditures. Accounts payable are invoices that are expected to be paid after the close of the fiscal year for services received prior to June 30, 2023, the end of the fiscal year. Accounts receivable are revenues anticipated for work and/or services performed by ZWS prior to the end of the fiscal year. By including the accounts payable and receivable as well as the reserve balances, this report serves as a year-end financial statement.

Revenues

1. The State Other Funding account consists of grant funding. The auditor's office requested we use State Grant Funding moving forward, so the grant funding revenue will be shown in both accounts for the fiscal year. This year we completed the City County Payment Program for FY 20/21, not all funds were expended, so we had to return \$20,131 to Cal Recycle. We began spending for FY 21/22. All additional expenditures were offset by corresponding revenue. We closed out OPP12 and began spending for OPP13. We also received reimbursements for the food recovery grant, local assistance grant (SB1383), and the CRV grant.
2. County of Sonoma was underbudget this year, \$622,194, due to lower than expected tonnage generated tipping fees.
3. Prior Year Revenue recognized revenue owed to ZWS from Republic. There was special waste collected during the prior fiscal year that qualified for the agency surcharge that was realized after the close of the prior fiscal year.

Expenditures

1. Hazardous Waste Disposal was underbudget this year because Mendocino did not hold any collection events due to understaffing.
2. Outside Printing had money budgeted for Food Recovery and SB1383 outreach. Those printing projects were pushed into the new fiscal year.
3. Other Professional Services included the full allocation for the grants received. Some of the grants were two year performance periods and will complete the spending in the new fiscal. The Cal Volunteer grant still has \$1,552,000 to spend in the new fiscal. We also have funds to spend for the Local Assistance Grant, \$518,362, which helps jurisdictions offset the costs of SB1383 implementation. These funds will be rolled into the new fiscal.
4. Special Department Expense is underbudget from underutilized compost rebate funds, reuse micro grants, and SPARKL was not approved until the end of the fiscal year. These funds will be used in the new fiscal year.

The reserve fund policies direct staff to move any unused operating funds above the required minimums into the corresponding reserve fund. As of 6/30/23, the Organics fund had \$455,756 above fund minimums, HHW had \$453,296, and Education had \$137,905. The attached resolution will approve a budget adjustment allowing staff to transfer those funds into the Organics Reserve and Contingency Reserve Funds.

IV. FUNDING IMPACT

In summary, ZWS received \$12,706,374 in revenue, which is \$2,682,405 less than budgeted. We incurred \$11,696,255 of expenditures (\$3,283,343 under budget) resulting in a net cost to the ZWS for FY 2022-23 was \$600,937.

V. ATTACHMENTS

FY 2022-23 Year End Financial Report
Budget Adjustment Resolution

All Departments

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	402,560.00	3,567,729.07	840,125.84	2,727,603.23	76.45%
42360	State Grant Revenue	0.00	0.00	511,524.04	(511,524.04)	0.00%
42601	County of Sonoma	10,733,237.00	10,733,237.00	10,111,042.24	622,194.76	5.80%
44002	Interest on Pooled Cash	60,735.00	60,735.00	159,792.58	(99,057.58)	-163.10%
44050	Unrealized Gains and Losses	0.00	0.00	(31,613.91)	31,613.91	0.00%
46029	Donations/Contributions	282,079.00	282,079.00	285,380.30	(3,301.30)	-1.17%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	162.50	(162.50)	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	84,960.75	(84,960.75)	0.00%
47101	Transfers In - within a Fund	745,000.00	745,000.00	745,000.00	0.00	0.00%
All Revenues		12,223,611.00	15,388,780.07	12,706,374.34	2,682,405.73	17%

All Expense/Expenditure Accts

51041	Insurance - Liability	13,000.00	13,000.00	13,228.50	(228.50)	-1.76%
51071	Maintenance - Bldg & Improve	15,000.00	15,000.00	2,348.41	12,651.59	84.34%
51201	Administration Services	1,367,879.00	1,367,879.00	1,220,828.92	147,050.08	10.75%
51205	Advertising/Marketing Svc	22,500.00	22,500.00	4,443.45	18,056.55	80.25%
51206	Accounting/Auditing Services	19,000.00	19,000.00	0.00	19,000.00	100.00%
51207	Client Accounting Services	27,000.00	27,000.00	34,879.85	(7,879.85)	-29.18%
51212	Outside Counsel - Legal Advice	79,000.00	79,000.00	19,087.22	59,912.78	75.84%
51225	Training Services	1,600.00	1,600.00	0.00	1,600.00	100.00%
51229	Hazardous Waste Disposal Svc	30,000.00	30,000.00	4,000.00	26,000.00	86.67%
51241	Outside Printing and Binding	63,500.00	63,500.00	4,947.66	58,552.34	92.21%
51249	Other Professional Services	362,716.00	3,527,885.07	1,349,185.89	2,178,699.18	61.76%
51401	Rents and Leases - Equipment	3,000.00	3,000.00	3,162.61	(162.61)	-5.42%
51421	Rents and Leases - Bldg/Land	21,206.00	21,206.00	12,712.00	8,494.00	40.05%
51507	Special Departmental Expense	150,301.00	150,301.00	77,025.16	73,275.84	48.75%
51801	Other Services	0.00	0.00	9,734.47	(9,734.47)	0.00%
51803	Other Contract Services	8,413,682.00	8,413,682.00	7,971,878.04	441,803.96	5.25%
51805	Cnty Spor'shp of events/orgs	2,000.00	2,000.00	4,700.00	(2,700.00)	-135.00%
51901	Telecommunication Data Lines	16,800.00	16,800.00	7,336.80	9,463.20	56.33%
51902	Telecommunication Usage	1,367.00	1,367.00	1,198.39	168.61	12.33%
51904	ISD - Baseline Services	91,200.00	91,200.00	35,740.08	55,459.92	60.81%
51905	ISD - Improvement Projects	0.00	0.00	2,085.45	(2,085.45)	0.00%
51907	ISD - Device Modernization Pro	0.00	0.00	2,036.96	(2,036.96)	0.00%
51909	Telecommunication Wireless Svc	7,740.00	7,740.00	9,750.62	(2,010.62)	-25.98%
51911	Mail Services	850.00	850.00	116.84	733.16	86.25%
51916	County Services Chgs	36,243.00	36,243.00	7,204.00	29,039.00	80.12%
51922	County Car Expense	1,500.00	1,500.00	1,364.45	135.55	9.04%
51923	Unclaimable county car exp	50.00	50.00	17.96	32.04	64.08%
52091	Memberships/Certifications	37,159.00	37,159.00	47,080.00	(9,921.00)	-26.70%
52111	Office Supplies	21,720.00	21,720.00	14,676.92	7,043.08	32.43%
52114	Freight/Postage	15,000.00	15,000.00	1,732.85	13,267.15	88.45%
52115	Books/Media/Subscriptions	925.00	925.00	5,547.07	(4,622.07)	-499.68%

52118	Printing and Binding Supplies	6,400.00	6,400.00	11,227.55	(4,827.55)	-75.43%
52162	Special Department Expense	191,440.00	191,440.00	26,361.91	165,078.09	86.23%
52163	Professional Development	43,520.00	43,520.00	37,650.40	5,869.60	13.49%
52191	Utilities Expense	6,132.00	6,132.00	2,797.71	3,334.29	54.38%
53402	Depreciation Expense	0.00	0.00	5,167.40	(5,167.40)	0.00%
57011	Transfers Out - within a Fund	745,000.00	745,000.00	745,000.00	0.00	0.00%
All Expense/Expenditure Accts		11,814,430.00	14,979,599.07	11,696,255.54	3,283,343.53	22%

All Expense/Expenditure Accts		11,814,430.00	14,979,599.07	11,696,255.54	3,283,343.53	
All Revenues		12,223,611.00	15,388,780.07	12,706,374.34	2,682,405.73	
Net Cost		(409,181.00)	(409,181.00)	(1,010,118.80)	600,937.80	

66110300 Zero Waste - Organics Reserve

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	22,307.00	22,307.00	68,578.60	(46,271.60)	-207.43%
44050	Unrealized Gains and Losses	0.00	0.00	(476.61)	476.61	0.00%
All Revenues		22,307.00	22,307.00	68,101.99	(45,794.99)	-205%

All Expense/Expenditure Accts

51201	Administration Services	57,018.00	57,018.00	0.00	57,018.00	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	0.00	35,000.00	100.00%
51916	County Services Chgs	379.00	379.00	188.00	191.00	50.40%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
All Expense/Expenditure Accts		94,397.00	94,397.00	188.00	94,209.00	100%

All Expense/Expenditure Accts		94,397.00	94,397.00	188.00	94,209.00	
All Assets Accounts						
All Revenues		22,307.00	22,307.00	68,101.99	(45,794.99)	
Net Cost		72,090.00	72,090.00	(67,913.99)	140,003.99	

66110900 ZW - Contingency Fund

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	18,485.00	18,485.00	52,186.32	(33,701.32)	-182.32%
44050	Unrealized Gains and Losses	0.00	0.00	3,875.67	(3,875.67)	0.00%
All Revenues		18,485.00	18,485.00	56,061.99	(37,576.99)	-203%

All Expense/Expenditure Accts

51201	Administration Services	97,098.00	97,098.00	9,570.59	87,527.41	90.14%
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	8,480.40	11,519.60	57.60%
51801	Other Services	0.00	0.00	6,896.22	(6,896.22)	0.00%
51803	Other Contract Services	130,000.00	130,000.00	73,354.44	56,645.56	43.57%
51905	ISD - Improvement Projects	0.00	0.00	1,680.00	(1,680.00)	0.00%
51916	County Services Chgs	217.00	217.00	413.00	(196.00)	-90.32%
52111	Office Supplies	1,000.00	1,000.00	8,482.10	(7,482.10)	-748.21%
52162	Special Department Expense	40,000.00	40,000.00	25,361.91	14,638.09	36.60%
53402	Depreciation Expense	0.00	0.00	5,167.40	(5,167.40)	0.00%
All Expense/Expenditure Accts		289,315.00	289,315.00	139,406.06	149,908.94	52%

All Expense/Expenditure Accts		289,315.00	289,315.00	139,406.06	149,908.94	
All Revenues		18,485.00	18,485.00	56,061.99	(37,576.99)	
Net Cost		270,830.00	270,830.00	83,344.07	187,485.93	

66110400 ZW - Household Waste

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	86,560.00	86,560.00	98,300.49	(11,740.49)	-13.56%
42601	County of Sonoma	2,534,896.00	2,534,896.00	2,388,460.20	146,435.80	5.78%
44002	Interest on Pooled Cash	13,357.00	13,357.00	15,113.12	(1,756.12)	-13.15%
44050	Unrealized Gains and Losses	0.00	0.00	(25,044.12)	25,044.12	0.00%
46029	Donations/Contributions	214,492.00	214,492.00	218,919.08	(4,427.08)	-2.06%
46200	PY Revenue - Miscellaneous	0.00	0.00	127,056.61	(127,056.61)	0.00%
All Revenues		2,849,305.00	2,849,305.00	2,822,805.38	26,499.62	1%

All Expense/Expenditure Accts

51041	Insurance - Liability	1,950.00	1,950.00	1,984.28	(34.28)	-1.76%
51071	Maintenance - Bldg & Improve	15,000.00	15,000.00	2,348.41	12,651.59	84.34%
51201	Administration Services	289,579.00	289,579.00	299,866.29	(10,287.29)	-3.55%
51205	Advertising/Marketing Svc	17,000.00	17,000.00	4,346.02	12,653.98	74.44%
51206	Accounting/Auditing Services	2,250.00	2,250.00	0.00	2,250.00	100.00%
51207	Client Accounting Services	4,050.00	4,050.00	5,929.58	(1,879.58)	-46.41%
51212	Outside Counsel - Legal Advice	4,000.00	4,000.00	2,338.70	1,661.30	41.53%
51225	Training Services	1,600.00	1,600.00	0.00	1,600.00	100.00%
51229	Hazardous Waste Disposal Svc	30,000.00	30,000.00	4,000.00	26,000.00	86.67%
51241	Outside Printing and Binding	0.00	0.00	317.62	(317.62)	0.00%
51249	Other Professional Services	60,233.00	60,233.00	92,821.98	(32,588.98)	-54.10%
51401	Rents and Leases - Equipment	450.00	450.00	474.39	(24.39)	-5.42%
51421	Rents and Leases - Bldg/Land	14,518.00	14,518.00	6,206.40	8,311.60	57.25%
51507	Special Departmental Expense	150,301.00	150,301.00	77,025.16	73,275.84	48.75%
51801	Other Services	0.00	0.00	2,314.25	(2,314.25)	0.00%
51803	Other Contract Services	1,449,000.00	1,449,000.00	1,206,173.57	242,826.43	16.76%
51901	Telecommunication Data Lines	3,150.00	3,150.00	978.24	2,171.76	68.94%
51902	Telecommunication Usage	156.00	156.00	4.04	151.96	97.41%
51904	ISD - Baseline Services	23,940.00	23,940.00	5,583.12	18,356.88	76.68%
51909	Telecommunication Wireless Svc	2,040.00	2,040.00	1,945.99	94.01	4.61%
51911	Mail Services	100.00	100.00	12.99	87.01	87.01%
51916	County Services Chgs	8,387.00	8,387.00	2,795.00	5,592.00	66.67%
51922	County Car Expense	225.00	225.00	183.38	41.62	18.50%
52091	Memberships/Certifications	6,133.00	6,133.00	4,850.00	1,283.00	20.92%
52111	Office Supplies	2,500.00	2,500.00	1,083.45	1,416.55	56.66%
52115	Books/Media/Subscriptions	139.00	139.00	832.06	(693.06)	-498.60%
52162	Special Department Expense	216.00	216.00	0.00	216.00	100.00%
52163	Professional Development	10,900.00	10,900.00	5,270.94	5,629.06	51.64%
52191	Utilities Expense	6,132.00	6,132.00	2,797.71	3,334.29	54.38%
57011	Transfers Out - within a Fund	745,000.00	745,000.00	745,000.00	0.00	0.00%
All Expense/Expenditure Accts		2,848,949.00	2,848,949.00	2,477,483.57	371,465.43	13%

All Expense/Expenditure Accts		2,848,949.00	2,848,949.00	2,477,483.57	371,465.43	
All Revenues		2,849,305.00	2,849,305.00	2,822,805.38	26,499.62	
Net Cost		(356.00)	(356.00)	(345,321.81)	344,965.81	

66111000 Education & Outreach

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	166,000.00	2,682,260.07	680,899.21	2,001,360.86	74.61%
42360	State Grant Revenue	0.00	0.00	364,367.99	(364,367.99)	0.00%
42601	County of Sonoma	833,737.00	833,737.00	785,573.32	48,163.68	5.78%
44050	Unrealized Gains and Losses	0.00	0.00	8,055.58	(8,055.58)	0.00%
46029	Donations/Contributions	67,587.00	67,587.00	66,461.22	1,125.78	1.67%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	162.50	(162.50)	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	36,304.34	(36,304.34)	0.00%
All Revenues		1,067,324.00	3,583,584.07	1,941,824.16	1,641,759.91	46%

All Expense/Expenditure Accts

51041	Insurance - Liability	2,210.00	2,210.00	2,248.84	(38.84)	-1.76%
51201	Administration Services	505,108.00	505,108.00	564,483.49	(59,375.49)	-11.76%
51205	Advertising/Marketing Svc	5,500.00	5,500.00	97.43	5,402.57	98.23%
51206	Accounting/Auditing Services	2,550.00	2,550.00	0.00	2,550.00	100.00%
51207	Client Accounting Services	4,590.00	4,590.00	5,231.98	(641.98)	-13.99%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	7,959.72	7,040.28	46.94%
51241	Outside Printing and Binding	63,500.00	63,500.00	2,334.60	61,165.40	96.32%
51249	Other Professional Services	147,483.00	2,663,743.07	1,155,626.11	1,508,116.96	56.62%
51401	Rents and Leases - Equipment	510.00	510.00	537.65	(27.65)	-5.42%
51421	Rents and Leases - Bldg/Land	4,338.00	4,338.00	4,005.92	332.08	7.66%
51801	Other Services	0.00	0.00	524.00	(524.00)	0.00%
51803	Other Contract Services	30,000.00	30,000.00	37,443.44	(7,443.44)	-24.81%
51805	Cnty Spor'shp of events/orgs	2,000.00	2,000.00	4,250.00	(2,250.00)	-112.50%
51901	Telecommunication Data Lines	11,550.00	11,550.00	5,380.32	6,169.68	53.42%
51902	Telecommunication Usage	1,185.00	1,185.00	1,191.56	(6.56)	-0.55%
51904	ISD - Baseline Services	24,852.00	24,852.00	18,673.56	6,178.44	24.86%
51905	ISD - Improvement Projects	0.00	0.00	405.45	(405.45)	0.00%
51907	ISD - Device Modernization Pro	0.00	0.00	2,036.96	(2,036.96)	0.00%
51909	Telecommunication Wireless Svc	5,700.00	5,700.00	6,809.13	(1,109.13)	-19.46%
51911	Mail Services	500.00	500.00	84.28	415.72	83.14%
51916	County Services Chgs	8,521.00	8,521.00	2,626.00	5,895.00	69.18%
51922	County Car Expense	255.00	255.00	349.75	(94.75)	-37.16%
51923	Unclaimable county car exp	50.00	50.00	17.96	32.04	64.08%
52091	Memberships/Certifications	18,516.00	18,516.00	30,305.00	(11,789.00)	-63.67%
52111	Office Supplies	15,220.00	15,220.00	5,094.37	10,125.63	66.53%
52114	Freight/Postage	15,000.00	15,000.00	1,732.85	13,267.15	88.45%
52115	Books/Media/Subscriptions	157.00	157.00	943.00	(786.00)	-500.64%
52118	Printing and Binding Supplies	6,400.00	6,400.00	11,227.55	(4,827.55)	-75.43%
52162	Special Department Expense	150,245.00	150,245.00	1,000.00	149,245.00	99.33%
52163	Professional Development	27,620.00	27,620.00	27,127.75	492.25	1.78%
All Expense/Expenditure Accts		1,068,560.00	3,584,820.07	1,899,748.67	1,685,071.40	47%

All Expense/Expenditure Accts		1,068,560.00	3,584,820.07	1,899,748.67	1,685,071.40	
All Revenues		1,067,324.00	3,583,584.07	1,941,824.16	1,641,759.91	
Net Cost		1,236.00	1,236.00	(42,075.49)	43,311.49	

66111100 Organics

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
42358	State Other Funding	150,000.00	798,909.00	60,926.14	737,982.86	92.37%
42360	State Grant Revenue	0.00	0.00	147,156.05	(147,156.05)	0.00%
42601	County of Sonoma	7,364,604.00	7,364,604.00	6,937,008.72	427,595.28	5.81%
44050	Unrealized Gains and Losses	0.00	0.00	(7,117.95)	7,117.95	0.00%
46200	PY Revenue - Miscellaneous	0.00	0.00	(78,400.20)	78,400.20	0.00%
All Revenues		7,514,604.00	8,163,513.00	7,059,572.76	1,103,940.24	14%

All Expense/Expenditure Accts

51041	Insurance - Liability	8,840.00	8,840.00	8,995.38	(155.38)	-1.76%
51201	Administration Services	419,076.00	419,076.00	346,908.55	72,167.45	17.22%
51206	Accounting/Auditing Services	10,200.00	10,200.00	0.00	10,200.00	100.00%
51207	Client Accounting Services	18,360.00	18,360.00	23,718.29	(5,358.29)	-29.18%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	308.40	4,691.60	93.83%
51241	Outside Printing and Binding	0.00	0.00	2,295.44	(2,295.44)	0.00%
51249	Other Professional Services	155,000.00	803,909.00	100,737.80	703,171.20	87.47%
51401	Rents and Leases - Equipment	2,040.00	2,040.00	2,150.57	(110.57)	-5.42%
51421	Rents and Leases - Bldg/Land	2,350.00	2,350.00	2,499.68	(149.68)	-6.37%
51803	Other Contract Services	6,804,682.00	6,804,682.00	6,654,906.59	149,775.41	2.20%
51805	Cnty Spor'shp of events/orgs	0.00	0.00	450.00	(450.00)	0.00%
51901	Telecommunication Data Lines	2,100.00	2,100.00	978.24	1,121.76	53.42%
51902	Telecommunication Usage	26.00	26.00	2.79	23.21	89.27%
51904	ISD - Baseline Services	42,408.00	42,408.00	11,483.40	30,924.60	72.92%
51909	Telecommunication Wireless Svc	0.00	0.00	995.50	(995.50)	0.00%
51911	Mail Services	250.00	250.00	19.57	230.43	92.17%
51916	County Services Chgs	18,739.00	18,739.00	1,182.00	17,557.00	93.69%
51922	County Car Expense	1,020.00	1,020.00	831.32	188.68	18.50%
52091	Memberships/Certifications	12,510.00	12,510.00	11,925.00	585.00	4.68%
52111	Office Supplies	2,000.00	2,000.00	17.00	1,983.00	99.15%
52115	Books/Media/Subscriptions	629.00	629.00	3,772.01	(3,143.01)	-499.68%
52162	Special Department Expense	979.00	979.00	0.00	979.00	100.00%
52163	Professional Development	5,000.00	5,000.00	5,251.71	(251.71)	-5.03%
All Expense/Expenditure Accts		7,511,209.00	8,160,118.00	7,179,429.24	980,688.76	12%
All Expense/Expenditure Accts		7,511,209.00	8,160,118.00	7,179,429.24	980,688.76	
All Revenues		7,514,604.00	8,163,513.00	7,059,572.76	1,103,940.24	
Net Cost		(3,395.00)	(3,395.00)	119,856.48	(123,251.48)	

66111300 Debt Servicing Reserve

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	0.00	0.00	12,561.89	(12,561.89)	0.00%
44050	Unrealized Gains and Losses	0.00	0.00	(10,877.51)	10,877.51	0.00%
47101	Transfers In - within a Fund	745,000.00	745,000.00	745,000.00	0.00	0.00%
All Revenues		745,000.00	745,000.00	746,684.38	(1,684.38)	0%

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	-	1,000.00	100%

All Expense/Expenditure Accts		1,000.00	1,000.00	-	1,000.00	
All Revenues		745,000.00	745,000.00	746,684.38	(1,684.38)	
Net Cost		(744,000.00)	(744,000.00)	(746,684.38)	2,684.38	

66111200 Unfunded Pension Liability Rsv

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	6,586.00	6,586.00	11,352.65	(4,766.65)	-72.38%
44050	Unrealized Gains and Losses	0.00	0.00	(28.97)	28.97	0.00%
All Revenues		6,586.00	6,586.00	11,323.68	(4,737.68)	-72%

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	-	1,000.00	100%

All Expense/Expenditure Accts		1,000.00	1,000.00	-	1,000.00	
All Revenues		6,586.00	6,586.00	11,323.68	(4,737.68)	
Net Cost		(5,586.00)	(5,586.00)	(11,323.68)	5,737.68	

4th Quarter Fund Balances FY 22/23

Fund		Beginning Balance	6/30/2023	Projected Fund Balance	Fund Balance Goal
Organics Reserve	78103	2,173,275	2,241,189	2,100,611	1,877,802
HHW	78104	634,232	979,283	627,573	525,987
Contingency Reserve	78109	3,030,115	2,946,771	2,771,100	967,931
Education & Outreach	78110	243,271	244,761	242,035	106,856
Organics	78111	2,454,498	2,333,558	2,457,893	1,877,802
Unfunded Pension Liability Rsv	78112	650,355	661,679	655,859	650,000
Debt Servicing Reserve	78113	730,959	1,477,643	1,475,959	
Total			10,884,884	10,331,030	

Dated: August 17, 2023

RESOLUTION OF ZERO WASTE SONOMA (ZWS)
ADOPTING ADJUSTMENTS TO THE FY 2023/24 BUDGET FOR THE EDUCATION & OUTREACH, HHW,
AND CONTINGENCY RESERVE FUND FISCAL YEAR END TRANSFERS

WHEREAS, ZWS approved Zero Waste Sonoma Fiscal Year 2023/24 Budget by unanimous vote on March 16, 2023; and

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 HHW Fund Budget for Transfers Out within a fund in the amount of \$453,296 to move the excess fund reserves to the contingency fund; and

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 Education & Outreach Fund Budget for Transfers Out within a fund in the amount of \$137,905 to move the excess fund reserves to the contingency fund; and

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 Organics Fund Budget for Transfers Out within a fund in the amount of \$455,756 to move contingency funds reserves to the organics reserve fund; and

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 Contingency Reserve Fund Budget for Transfers In within a fund in the amount of \$591,201 to receive the excess fund reserves from HHW and Education and Outreach funds; and

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 Organics Reserve Fund Budget for Transfers In within a fund in the amount of \$455,756 to receive funds from the Organics Fund; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby approve the adjustment to the Fiscal Year 2023-24 Budget.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:

DATE: August 17, 2023

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



Agenda Item #: 7
Staff Contact: Lukacs
Agenda Date: August 17, 2023
Approved By: LL

ITEM: Adopt Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board adopt the Model Ordinance and direct staff to forward the Model Ordinance on to the member jurisdictions for requested adoption by December 31, 2023.

II. BACKGROUND

In September 2019, the Board of Supervisors declared a Climate Emergency and made addressing climate change impacts a top Board priority. In 2020 and early 2021, the Board of Supervisors established a Climate Action Ad Hoc Committee, authorized the addition of three FTEs that will be housed in a new Climate Division, hired a Climate Analyst, and established Climate Action and Resiliency as a pillar of the County Strategic Plan. In May 2021, the Board of Supervisors approved a \$10M Climate Resilience Fund from the 2017 PG&E settlement to support proposed climate projects. ZWS applied and received \$121,400 in Climate Resilience funds to develop a Construction, Demolition & Deconstruction Model Ordinance and fund a temporary utilization of Green Halo, a cloud-based data management system specifically created for the management of construction and demolition diversion tonnages. Green Halo will improve accuracy and consistency around tracking construction material disposal and recovery across jurisdictions. The Ordinance helps meet current zero waste and climate goals by sending less waste to the landfill, reducing GHG emissions through recycling and reuse of construction material.

Zero Waste Sonoma engaged R3 Consulting Group Inc. (R3) and subconsultant and deconstruction expert Nicole Tai to draft the Model Ordinance. Staff, R3, and Nicole Tai presented the Model Ordinance to the Board on June 15, 2023. The Board expressed support for the Model Ordinance and directed staff to conduct stakeholder outreach and then bring the Model Ordinance back to the Board for subsequent approval once stakeholder outreach was completed.

III. DISCUSSION

Stakeholder Outreach Summary

The Board directed staff to conduct stakeholder outreach prior to Board adoption of the Model Ordinance. Staff and consultants determined the primary stakeholders to be member jurisdiction staff, construction and demolition debris facility operators, landfill operator, haulers and members of the building community.

Staff conducted stakeholder outreach with the member jurisdictions, including their building department staff and legal counsel. Questions and comments received from member jurisdictions were clarified regarding implementation of the Model Ordinance, in particular with respect to demolition permits, deconstruction permits, and historical buildings. Responses were provided,

and no edits to the Model Ordinance were identified as being necessary based on the questions and comments received. Member jurisdictions may adjust the Model Ordinance to best meet their local implementation needs.

Staff and R3 conducted stakeholder outreach with the facility operators. The primary areas of comment were with respect to the Model Ordinance's requirements for certification by Zero Waste Sonoma as well as the potential for construction and demolition debris materials directed to these facilities to be contaminated with regular garbage. Staff and R3 clarified that the certification requirements were for recovery of recoverable materials and not a facility level requirement to meet 65% diversion. Staff and R3 also added the following to the Model Ordinance Section XX.YY.070 (Certified Mixed C&D Recovery Facility Requirements):

"Materials that were not generated by a Project during Construction, Demolition or Deconstruction of a structure (i.e., trash, garbage, or refuse from normal home or business activities) are not Mixed C&D Materials and thus are contaminants to loads of Mixed C&D Materials delivered to Certified Mixed C&D Recovery Facilities."

The above statement constitutes the only change to the Model Ordinance from the version shared with the Board in June and was incorporated in order to make it clear that household or business trash does not belong in loads of mixed construction and demolition waste delivered to certified facilities. If those facilities find trash in mixed construction and demolition loads, it is unable to be recovered and thus is disposed of as contamination.

Finally, R3 and Nicole Tai conducted outreach to the members of the building community, which included the North Coast Builders Exchange, the Marin Builders Association, NARI North Bay, and the Hispanic Chamber of Commerce Marin. These groups were identified as being inclusive of the types of businesses that provide contracting services in Sonoma County, and in the case of the Marin organizations, it is known that members of those organizations also provide services in Sonoma County. Outreach emails and phone calls were made to these organization in July 2023 notifying them of the Model Ordinance and its objectives, along with a request for the organizations to share a survey (<https://www.surveymonkey.com/r/XXG6MBQ>) with their membership regarding the Model Ordinance. The emails stated:

Zero Waste Sonoma (ZWS) brought a Model Construction, Demolition and Deconstruction Ordinance before the Zero Waste Sonoma Board for a vote in June. We received a positive response from the Board, and the Board requested that we solicit feedback from the building community before its passage for the August meeting. Once this Model Ordinance passes, the goal is for the County and each City within Sonoma County to take the ordinance to a vote from their respective City Councils/Board of Supervisors.

We are in the process of preparing a survey for partner organizations like X to distribute to their membership for feedback. We plan to have this survey ready for your distribution by next Friday, July 14th. We'll close the survey on August 11th, and have survey results ready for the ZWS Board meeting on August 17th, 2023. We would greatly appreciate it if you would distribute the survey to your membership via email, as well as promote it on your social media page. Please let me know before the end of day Monday - thank you!

Some notable highlights of the Ordinance:

- 1. Projects will be required to submit zero waste management plans before receiving a permit.*
- 2. Contractors will be required to upload waste, recycling and reuse receipts to GreenHalo.*
- 3. Contractors will be required to reach 65% diversion rate from job sites of recoverable materials (this is currently state law). On projects where not possible, explanation must be provided - Jurisdictions will be allowed to provide lenience where recycling or reuse is inapplicable.*
- 4. Stand alone Demolition permits will no longer be provided - must wait for demolition until construction permits are pulled. Instead, Contractors may pull stand alone deconstruction permits and use a licensed contractor with Deconstruction experience.*
- 5. Demolition of Pre-1945 Historical buildings will be prohibited - must acquire Deconstruction permit (includes some exceptions).*

In addition, please find a copy of the full ordinance attached for your own review as well. If you have any questions regarding the ordinance or are interested in submitting comments on behalf of your building community, we'd welcome your thoughts on how the ordinance is likely to be received, how prepared the community is to manage zero waste management plans on construction job sites, and any other concerns or praise related to the ordinance. You are invited to speak before the Board on August 17th on behalf of your membership, and we can supply you with results from the survey to bolster your remarks if you'd like to do so.

If you have any suggestions regarding the survey, please let me know as soon as possible.

The Marin Builders Association highlighted the Model Ordinance and Survey in their July 20, 2023 newsletter, and the North Coast Builders Exchange also included in their June newsletter (online at https://www.ncbeonline.com/temp/BN_072423.pdf). No questions or comments were received from these building community organizations, and only one response to the survey was received (which indicated that the respondent believed recovery of materials from building projects was important, that they had not used Green Halo as a tool, and that they knew where to recycle their building materials).

Model Ordinance for Building Project Materials Management, Deconstruction, Reuse and Recycling Requirements

All jurisdictions in California are required by the California Green Building Standards Code, (CALGreen) to mandate minimum amounts of recycling or construction and demolition waste from projects involving new buildings as well as renovations that increase a buildings conditioned space. CalRecycle, the State agency that oversees most other aspects of jurisdictional compliance with recycling law in California, also enforces the requirements of CALGreen that are applicable to local jurisdictions, including Zero Waste Sonoma's member jurisdictions. CalRecycle requires that jurisdictions track, monitor, and maintain records of compliance for all CALGreen covered projects.

While CALGreen's requirements have been in place for many years and have been an important step towards increasing the amounts of construction and demolition waste that is recycled in California, it is expected that the CALGreen requirements (and CalRecycle's enforcement of them) will continue to advance in coming years by covering a greater range of projects and requiring higher levels of achievement for recycling. Zero Waste Sonoma's Model Ordinance positions the members jurisdictions to meet anticipated future changes in CALGreen as well as proven best practices in other communities by requiring projects to recover those waste which are recoverable, incentivizing deconstruction and reuse of building materials, and applying those requirements to all projects.

Reasons for the Model Ordinance

Despite existing CALGreen requirements for building projects to recycle waste, much of that waste is still landfilled and not recovered. There are many reasons that existing policy does not maximize recycling and recovery of buildings, with one of the most apparent reasons being that the current policy requires 65% diversion regardless of building stock material mix and markets to recycle them. As a result, some projects that recycle very well cannot meet 65% diversion, while others need only meet 65% diversion despite being comprised of largely recoverable building materials. The proposed Zero Waste Sonoma Model Ordinance requires projects to recover all recoverable building materials, while measuring compliance with that requirement based on CALGreen's 65% diversion or proof of good faith effort to recover all recoverable materials (if the result is less than 65% diversion). This approach will result in greater recovery of materials, while still aligning implementation of the policy with CALGreen's measurement approach.

Another important reason that building waste is still often disposed and not recycled is that the CALGreen requirements do not apply to all projects, just those meeting size or valuation thresholds (depending on building type). While those thresholds were meaningful when jurisdictions first began implementing CALGreen, determining whether a project meets the threshold requires building counters to make findings for each project, and then explain the requirements only to projects that are covered by CALGreen's requirements. This misses a key opportunity to educate other types of projects about the benefits and importance of recycling, and results in those projects being able to dispose of all of their construction waste. Expanding the requirements to cover all projects – as other agencies in California have done in order to streamline their implementation of the policy and increase recycling – will help apply the same standards to all projects, thereby streamlining and simplifying how requirements are communicated to building projects and increasing recycling of construction wastes in Sonoma County.

Another important reason for the proposed Model Ordinance is to advance new and important policies that encourage and incentivize deconstruction of buildings – which results in valuable and reusable resources – rather than demolition. Deconstruction is a form of environmental justice that benefits our community by providing local supply of reusable materials and meaningful jobs that helps mitigate effects on the climate crisis. The ordinance will raise awareness on the deconstruction and reuse of building materials, will provide benefits and education to all parties involved in the deconstruction process, including inspectors, permit staff, contractors, subcontractors, and homeowners, and will benefit the community in generating income, jobs, and projects from the saved materials.

By implementing the Model Ordinance, Zero Waste Sonoma will join other municipal leaders in maximizing recovery of building materials by incentivizing deconstruction of buildings.

Effects of the Model Ordinance

Put simply, the Model Ordinance requires all building projects requiring a permit to recycle recoverable wastes (wood, concrete, asphalt, dirt/rock, metals, etc.). It also provides incentives for projects to reuse materials specifically by deconstructing existing buildings rather than demolishing them and requires it for historic buildings. Finally, it requires third party certification to verify that facilities separate and recycle wastes that are mixed together (not separated) based on ZWS's C&D Facility Certification program.

All building projects will be required to provide a plan of how they will meet the requirements (prior to issuance of building permit), and then subsequently provide a report and documentation of how the requirements were met (prior to finalization of project). Both of those processes are functions of Green Halo, which ZWS has secured for use by all member jurisdictions.

County-wide adoption of the Model Ordinance, combined with County-wide implementation of Green Halo as the tracking system for construction waste generation and recovery, will align construction waste recycling requirements and processes to comply with them for all member agencies. As many contractors are known to work in multiple jurisdictions, this alignment will also help to make building projects more aware of the requirements, resulting in greater efficiency in meeting them.

Requested Action of the Board

Staff recommends that the ZWS Board adopt the Model Ordinance and then direct staff to forward the Model Ordinance on to member jurisdiction staff with strong encouragement to adopt the Model Ordinance as soon as possible, ideally by the end of calendar year 2023.

If the Board does adopt the Model Ordinance, ZWS staff will continue working with member jurisdictions to implement Green Halo software for projects to submit plans and reports, for which between 3 and 4 years of subscription funding has already been secured. Staff is already working on providing a list of deconstruction contractors for distribution to use by the member agencies and is preparing to conduct certifications for facilities that accept mixed building project wastes, apply for certification, and meet applicable certification standards.

IV. FUNDING IMPACT

Zero Waste Sonoma has assigned staffing resources to help member jurisdictions secure and use Green Halo as a means of cost-effective implementation of the Model Ordinance. Those efforts are funded by the County's Climate Resilience grant. There are no ongoing costs to Zero Waste Sonoma projected at this time. Each member jurisdiction will need to determine its own funding for implementation of the Model Ordinance.

V. ATTACHMENTS

1. Model Ordinance for Building Project Materials Management, Deconstruction, Reuse and Recycling Requirements (Revised August 11, 2023).

ORDINANCE NO. ZZ AMENDING JURISDICTION MUNICIPAL CODE ARTICLE XX (ARTICLE AND TITLE) TO ADD A NEW CHAPTER YY (BUILDING PROJECT MATERIALS MANAGEMENT, DECONSTRUCTION, REUSE AND RECYCLING REQUIREMENTS) TO REDUCE GREENHOUSE GAS EMISSIONS, RECOVER VALUABLE RESOURCES, AND MEET STATE REQUIREMENTS

WHEREAS, the California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill 939 (AB 939), requires each local jurisdiction in the State to meet a 50 percent diversion rate; and

WHEREAS, the diversion and recycling of recyclable materials will assist Zero Waste Sonoma in helping Member Agencies achieve these state-mandated goals and help postpone the need for new landfill capacity; and

WHEREAS, reduction, Reuse and Recycling of CD&D Materials is essential to further the Jurisdiction's efforts to reduce waste and comply with AB 939 goals; and

WHEREAS, reduction, Reuse and Recycling of CD&D Materials is essential to further the Jurisdiction's efforts to reduce waste and comply with the California Green Building Standards Code (CALGreen) (Cal. Code Regs Title 24) as revised from time to time; and

WHEREAS, reduction, Reuse and Recycling of CD&D Materials reduces the amount of CD&D Materials Transported for Disposal and is cost effective; and

WHEREAS, reduction, Reuse and Recycling of CD&D Materials reduces the greenhouse gas emissions associated with landfilling, and decreases reliance on imported lumber; and

WHEREAS, reduction, Reuse and Recycling of old growth redwood lumber preserves a natural resource that currently exists only in protected forests that are less than 5% of original redwood forests; and

WHEREAS, the Jurisdiction finds that, except in unusual circumstances, it is feasible to Recover via Reuse, Recycling, or Composting all Recoverable nonhazardous CD&D Materials from all Projects; and

WHEREAS, the California Legislature adopted Senate Bill (SB) 1383, the Short-Lived Climate Pollutant Reduction Act of 2016 which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the State of California Health and Safety Code and added Chapter 13. 1 (commencing with Section 42652) to Part 3 of Division 30 of the State of California Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time; and

WHEREAS, the Office of Administrative Law approved regulations in 2020 (14 CCR, Division 7, Chapter 12, and amended portions of regulations of 14 CCR, 24 CCR and 27 CCR) (SB 1383 Regulations), which require cities, counties, and special districts providing solid waste collection services to adopt and enforce an ordinance, or other enforceable mechanism, that requires compliance with Sections 4.408.1 and 5.408.1 of the California Green Building Standards Code, Part 11, Title 24 of the California Code of

Regulations (CCR) which relate to residential and non-residential Construction waste management (CALGreen SB 1383 Baseline Requirements); and

WHEREAS, the CALGreen SB 1383 Baseline Requirements mandate Recycling or Reclaiming for Reuse of nonhazardous CD&D Materials per Sections 4.408.1 and 5.408.1 of the California Green Building Standards Code, Title 24 of the CCR, Part 11; and

WHEREAS, this Ordinance is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15307 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of natural resources; and in accordance with CEQA Guidelines Section 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

NOW, THEREFORE, THE JURISDICTION BOARD/COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF JURISDICTION MUNICIPAL CODE.

The Jurisdiction Council/Board of Supervisors hereby finds, determines and declares that Article **XX** of the Jurisdiction’s Municipal Code is amended by adding a new Chapter **YY** “Building Project Materials Management, Deconstruction, Reuse and Recycling Requirements,” to read in its entirety as follows:

**CHAPTER XX.YY BUILDING PROJECT MATERIALS MANAGEMENT,
DECONSTRUCTION, REUSE AND RECYCLING REQUIREMENTS**

XX.YY.010 Title.

The provisions of Article XX (Article Title) Chapter YY shall be known as the Jurisdiction’s "Building Program Materials Management, Deconstruction, Reuse and Recycling Requirements."

XX.YY.020 Purpose and Intent.

The purpose of these provisions is to prescribe requirements designed to meet and further the goals of the California Integrated Waste Management Act of 1989 Assembly Bill 939, and to comply with the requirements of CALGreen Sections 5.408.1 and 4.408.1 and SB 1383 regulations CCR 14 Section 18989.1 (a)(2) (the Short-lived Climate Pollutant Reduction Act of 2016). These regulations require Jurisdiction to maximize the Recovery of CD&D Materials through commercially viable options and by requiring all Deconstruction, Demolition and Construction Projects to comply with the Jurisdiction’s requirements. The intent of these provisions is to Recover all Recoverable amounts of CD&D Materials and minimize CD&D Materials Disposed. Applicants for Projects are required to prioritize Deconstruction, Reclaim, Reuse, Recycling, Composting and non-Disposal Recovery for all CD&D Materials generated by the Project. The Jurisdiction intends for the maximum amount of CD&D Materials to be Recovered and returned into the economic mainstream thereby conserving natural resources and stimulating markets for Recoverable materials. The Jurisdiction Manager or their designee is authorized to establish guidelines to implement the requirements of this Chapter, which may be amended from time to time.

These provisions also prioritize Reclamation and Reuse via Deconstruction to reduce CD&D Materials. For over-the-counter small remodel Projects, Applicants are encouraged to Reclaim and Reuse CD&D

Materials to the maximum extent feasible. Applicants for Projects involving the removal of all, or part, of an existing structure that they choose not to Deconstruct are highly encouraged to make Reusable CD&D Materials from the Project available for Reuse prior to Demolition. Applicants are encouraged to notify Deconstruction and/or Reuse Contractors and to Recover the maximum amount of Reusable CD&D Materials prior to Demolition. CD&D Materials reclaimed prior to Demolition shall be counted in meeting the Recovery requirements of this Chapter. Unless otherwise prohibited, Reclaimed CD&D Materials may be given away or sold on or from the premises at which they were Reclaimed or may be removed to off-site warehouse facilities for storage or sale.

XX.YY.030 Requirement to Recover CD&D Materials.

All Projects must separate CD&D Materials from other wastes (such as normal household garbage, or commercial or industrial non-Construction related debris) for the purpose of Recovery consistent with the requirements and guidelines established in this Chapter. The Jurisdiction requires that Applicants Source Separate and Recover all asphalt, concrete, plant and tree debris. Applicants must also comply with the California Green Building Standards Code (CALGreen) requirements (Green Building Standards Code, Sections 4.408 and 5.408) and any future changes to that Code. The Jurisdiction will provide Applicant with list of Deconstruction Contractors, Reuse Facilities, Source Separation Facilities, and Certified Mixed C&D Recovery Facilities.

XX.YY.040 Fast Tracked Permits for Deconstruction.

Applicants may apply for Permits for Deconstruction prior to applying for Permits for Construction, thereby providing an incentive to Deconstruct Buildings instead of Demolition. Applicants who receive Permits for Deconstruction may remove structures from Project areas prior to applying for or receiving Permits for Construction. Demolition Permits shall not be issued separately from Construction Permits unless emergency and/or hazardous building conditions can be proven to require mechanical destruction. Applicants for Permits for Deconstruction shall employ the following measures for Deconstruction, preventing mechanical Demolition of Reusable CD&D Materials.

- A. Complete Building Deconstruction: Applicants may apply for a Deconstruction Permit and submit a site plan to secure the rights to build within the new Building footprint. Deconstruction Permit will be fast tracked as will the subsequent Permits related to the subject property submitted within 1 year of the Deconstruction Permit finalization date.
- B. Deconstruction for Additions and Remodels: Applicants may apply for a partial Deconstruction Permit for Projects that are additions, remodels, or other Projects that involve removal of a portion – but not all – off a building or a structure. Applicants must submit a site plan if any site conditions will be altered to secure the rights to build within the new footprint. The Jurisdiction will fast track Deconstruction Permits as well as the subsequent Permits related to the subject property submitted within 1 year of the Deconstruction Permit finalization date.

XX.YY.050 Requirement to Deconstruct and/or Reuse CD&D Materials in Historic District and Historical Buildings.

Jurisdiction requires Deconstruction of buildings located in historic districts or buildings built in 1923 or older, or before 1945 if the building is designated historic. This requirement applies to all structures

including accessory structures such as carriage houses, garages, barns and outbuildings. An exception may be provided for buildings with emergency hazardous building conditions that can be proven to require mechanical destruction.

XX.YY.060 Transportation Requirements.

Applicants shall arrange for Transportation of CD&D Materials for the purposes of Reuse, Recovery at a Source Separated Facility or Certified Mixed C&D Recovery Facility, or Disposal either via Self-Haul or with third-party Haulers. Jurisdiction may separately designate (via permit or agreement) Haulers of CD&D Materials, on an exclusive or non-exclusive basis, that Applicants may be allowed to use. Transportation of CD&D Materials, whether by Self-Haul or by Haulers must meet these conditions of this Chapter, including:

- A. Vehicle Identification – Every vehicle operated by Applicant and/or their Contractors and/or Haulers for collecting and Transporting CD&D Materials shall bear the respective name of the Applicant, Contractor or Hauler and phone number on the sides of the vehicle.
- B. Container Labelling – Containers used for the collection of CD&D Materials must have labels that are readable from a minimum of five (5) feet away containing at least two-inch (2”) font lettering. Labels must also detail the types of CD&D Materials that may be placed in the container. Containers must also include a notice that states “No Garbage” to ensure that only CD&D Materials are collected in the container.
- C. Covering – CD&D Materials must be completely contained and covered during Transport. A cover must be secured to prevent loss of material or associated debris while traveling on public roads and highways. CD&D Materials must be collected and transported in properly labeled and leak proof containers or vehicles constructed such that no materials leak, fall, or be blown from the container or vehicle. If materials do fall, blow, or leak out of a collection vehicle or container any such materials must be immediately collected by Applicant or their Hauler.
- D. Documentation – Applicant shall require all Contractors and Haulers to collect and provide documentation of Recovery via Deconstruction, Reclaim, Reuse, Recycling, and Composting or Disposal for all CD&D Materials generated by the Project, for the purpose of submitting that documentation to the Jurisdiction with the required Report of Construction and Demolition Materials Management (RCDMM) for submittal to the Jurisdiction as per section XX.YY.110.

XX.YY.070 Certified Mixed C&D Recovery Facility Requirements.

All Mixed C&D Materials shall be delivered to Certified Mixed C&D Recovery Facilities. Materials that were not generated by a Project during Construction, Demolition or Deconstruction of a structure (i.e., trash, garbage, or refuse from normal home or business activities) are not Mixed C&D Materials and thus are contaminants to loads of Mixed C&D Materials delivered to Certified Mixed C&D Recovery Facilities.

XX.YY.080 Construction, Demolition & Deconstruction Materials Management Plan (CD&D MMP) Requirements.

Prior to issuance of a Permit, Applicants for Projects shall complete and submit a Construction, Demolition & Deconstruction Materials Management Plan (CD&D MMP) for the Project, in a form

approved by the Jurisdiction which must be signed by the owner or designated representative of the Project. The CD&D MMP shall be attested by the Applicant, under penalty of perjury, as true and correct for all stated facts and as a best estimate based on all information reasonably available about the Project. The CD&D MMP must be submitted to the CD&D Review Official and include all the following information, at minimum:

- A. Identification of all types of CD&D Materials that are anticipated be generated by the Project, with approximate quantities (in tons and/or cubic yards) listed for all CD&D Material types.
- B. Identification of all intended Deconstruction, Demolition and Construction methods (i.e., Deconstruction, Reuse, Recycling, Source Separation, Mixed C&D Recovery, etc.) to reduce the amount of CD&D Materials generated by the Project.
- C. Identification of the intended method of Recovery for each Recoverable CD&D Material type (e.g., Deconstructed, Reclaimed, Reused, Source Separated, Mixed C&D Materials).
- D. Identification of the intended Disposal method for each non-Recoverable CD&D Material type (e.g., Landfill or other).
- E. Identification of the intended Transportation method and intended Hauler (e.g., Self-Haul or other Haulers) to Transport each type of CD&D Material intended for delivery to Source Separated Facilities, Certified Mixed C&D Recovery Facilities, or Landfill.
- F. Identification of the specific Deconstruction / Reclamation Contractors, Reuse Contractors, Source Separated Facilities, Certified Mixed C&D Recovery Facilities, and Landfills to be used, as applicable to each CD&D Material type, that are intended to be used for Recovery and Disposal.

XX.YY.090 Official Review of CD&D MMPs.

No permits (other than Deconstruction Permits) shall be issued by the Jurisdiction without approval of the CD&D MMP Plan. CD&D MMP Plan shall not be required if an emergency Demolition is required to protect public health or safety, as per Public Resources Code § 21060.3. The CCM Review Official shall approve a CD&D MMP only if:

- A. The CD&D MMP provides all the information set forth in this Chapter; and
- B. The CD&D MMP indicates that all Recoverable CD&D Materials generated by the Project will be Recovered; or
- C. The Applicant demonstrates good cause as to why any amount of Recoverable CD&D Materials generated by the Project cannot be Recovered.

If the CD&D Review Official fails to approve the CD&D MMP they shall explain in writing the basis for denial.

XX.YY.100 Documentation of CD&D Material Recovery or Disposal Requirements.

Applicants shall ensure, for the life of the Project, that all CD&D Materials Recovered or Disposed are measured, recorded and documented by weight or volume using the most accurate method of measurement available. To the extent practicable, all CD&D Materials shall be weighed using scales that are compliant with all regulatory requirements for accuracy and maintenance. For CD&D Materials for

which weighing is not possible due to lack of scales or not practical due to Deconstruction and/or Reuse methods or other considerations, a volumetric measurement may be used, or approximate weights may be applied to detailed inventories. Applicants shall convert volumetric measurements to weight using standardized conversion factors approved by the Jurisdiction. Applicants shall gather all documentation of all Recovery and/or Disposal of all CD&D Materials generated by Project for the purpose of submitting that documentation to the Jurisdiction with the required Report of Construction and Demolition Materials Management (RCDMM) for submittal to the Jurisdiction as per section XX.YY.110.

XX.YY.110 Report of Construction and Demolition Materials Management (RCDMM) is Required.

At the conclusion of each Project and prior to the final inspection, issuance of temporary certificate of occupancy, or certificate of occupancy by the Jurisdiction, the Applicant shall submit to the Jurisdiction a Report of Construction and Demolition Materials Management (RCDMM) in a form approved by the Jurisdiction which must be signed by the Applicant. The RCDMM must contain the following documentation:

- A. The actual volume (in cubic yards) or weight (in tons) of CD&D Materials that was Recovered by type, Recovery method, and the actual volume or weight of CD&D Materials that was Disposed, based on the overall amounts of Recovery and Disposal for the Facility. Documentation via weight tags, receipts, invoices, or other forms must be provided in support of all reported CD&D Material volumes and/or weights. For Projects that were issued Deconstruction Permits, the CD&D Materials tracked need only include materials that result from site work and Construction.
- B. The actual Recovery methods used for each Recoverable CD&D Material type.
- C. The Disposal method used for each non-Recoverable CD&D Material type.
- D. Any additional information the Applicant believes is relevant to determining its efforts to comply in good faith with this Chapter, if applicable.
- E. Any barriers encountered that prohibited Recovery of CD&D Materials.
- F. Any recommended actions that would further the Jurisdiction's efforts to Recover CD&D Materials.

The CD&D Review Official shall review the information submitted in the RCDMM to determine whether the Applicant has Recovered all Recoverable CD&D Materials. The CD&D Review Official may establish findings of compliance with this Chapter based on:

- A. 65 Percent Recovery Compliance – The Applicant shall be found to be compliant with the requirements of this Chapter if at least 65 percent by weight of the CD&D Materials generated by the Project is Recovered, with all amounts of Recovered CD&D Materials being fully supported via documentation included in the RCDMM being provided by Applicant.
- B. Good Faith Effort Compliance – The Applicant shall be found to be compliant with the requirements of this Chapter if the CD&D Review Official determines that Applicant has made a good faith effort to comply with this Chapter. In making this determination, the CD&D Review

Official may consider information submitted by the Applicant, the availability of Recovery markets for the CD&D Materials that was not Recovered, the size and type of Project, the documented efforts of the Applicant to Recover CD&D Materials, and barriers encountered. CD&D Review Official may also consider the Project's achievement of CALGreen's Waste Stream Reduction Alternatives in making a finding of Good Faith Effort Compliance.

Good Faith effort shall be determined based on a variety of factors, including but not limited to the percentage Recovery for Recoverable CD&D Materials by type, the overall amounts of CD&D Materials generated per Project square foot, whether the Project was Deconstructed, and the Applicant's compliance with the provisions of this Chapter.

- C. Noncompliance – The CD&D Review Official shall determine the Project to have a noncompliance status if they determine that the Applicant has not made a good faith effort to Recover CD&D Materials or if the Applicant fails to submit the documentation required for inclusion in the RCDMM. All noncompliance information including Applicant name, type and size of project, and any reason for noncompliance shall be documented by the CD&D Review Official. The submission of false information to the Jurisdiction by Applicant shall be cause for a finding of noncompliance and shall also be deemed a violation and may subject the Applicant to enforcement as set forth in this Chapter.

XX.YY.120 Appeals.

An appeal of the CD&D Review Official's decision not to approve a CD&D MMP and/or of Noncompliance with the requirements of this Chapter shall be made to the Jurisdiction Manager (or their designee) according to the following appeal procedures:

- A. Within ten calendar days after the date of a written decision by the CD&D Review Official to deny the CD&D MMP or issuing a finding of Noncompliance, an appeal in writing from said decision must be filed with the CD&D Review Official by the Applicant or any other interested party on a form prescribed by the CD&D Review Official. The appeal shall state specifically the error, abuse of discretion, or claim where the decision of the CD&D Review Official was not supported by substantial evidence in the record.
- B. Upon receipt of the appeal, the Jurisdiction Manager's designee shall set the date for consideration thereof and, not less than ten days prior thereto, give a written notice to the Applicant and or appellant.
- C. In deciding the appeal, the Jurisdiction Manager's designee shall consider the purpose and intent, as well as the letter, of the pertinent provisions of this Chapter, and shall affirm, modify, or reverse the written decision of the CD&D Review Official.
- D. The written decision of the Jurisdiction Manager's designee shall be final.
- E. Appeal fees shall be in accordance with the Jurisdiction's master fee schedule.

XX.YY.130 Enforcement.

- A. Penalty for Violation – Any Applicant convicted of an infraction under the provision of this Chapter shall be punished upon a first conviction by a fine of not less than \$500.00 and, for a second conviction within a period of one year, by a fine of not less than \$1,000.00 and, for a third or any subsequent conviction within a one-year period, by a fine of not less than \$2,500.00. Any violation beyond the third conviction within a one-year period may be charged by the Jurisdiction Attorney or the District Attorney as a misdemeanor and the penalty for conviction of the same shall be punishable by a fine of not less than \$5,000.00.
- B. Continuing Violation – Unless otherwise provided, an Applicant shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this Chapter is committed, continued or permitted by the Applicant and shall be punishable accordingly as herein provided.
- C. Violations Deemed a Public Nuisance – In addition to the penalties herein provided, any condition caused or permitted to exist in violation of any of the provisions of this Chapter is a threat to the public health, safety and welfare, and is declared and deemed a nuisance.
- D. Civil Actions – In addition to any other remedies provided in this Chapter, any violation of this Chapter may be enforced by civil action brought by the Jurisdiction. In any such action, the Jurisdiction may seek, and the court shall grant, as appropriate, any or all the following remedies:
 - a. A temporary and/or permanent injunction.
 - b. Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this Chapter (including attorneys' fees).
 - c. Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation (including attorneys' fees).
- E. Authority to Issue Citations – Authorized enforcement officials or employees may issue a citation and notice to appear in the manner prescribed by Chapter 5c of Title 3, Part 2 of the Penal Code, including Section 853.6 (or as the same may hereafter be amended). It is the intent of the Jurisdiction Board/Council that the immunities prescribed in Section 836.5 of the Penal Code be applicable to public officers or employees or employees acting in the course and scope of employment pursuant to this Chapter.
- F. Authority to Report Non-Compliance – Authorized enforcement officials or employees of the Jurisdiction may issue a report of non-compliance to the Contractor's State License Board for repeated and excessive violations of the provisions of this Chapter.
- G. Remedies Not Exclusive – Remedies under this Chapter are in addition to and do not supersede or limit all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

XX.YY.140 **Definitions.**

The following words and phrases, whenever used in this Chapter shall be construed as hereafter set out, unless it shall be apparent from the context that they have a different meaning.

“Applicant” means any Person, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever required to apply for an applicable Permit to undertake any Project within the Jurisdiction. Applicants must comply with the requirements of this Chapter.

“Building” means construction, alteration, movement, enlargement, replacement, repair, use and occupancy, location, maintenance, and removal of every structure or any appurtenances connected or attached to such buildings or structures.

“CD&D Materials” means those materials generated by a Project during Construction, Demolition or Deconstruction of a structure. CD&D Materials are to be Recovered to the maximum extent possible, with only non-Recoverable materials being Disposed.

“Certified Mixed C&D Recovery Facility” means any facility certified by The Sonoma County Waste Management Agency (Zero Waste Sonoma or ZWS) pursuant to its facility certification program as operating in a manner that results in Recovery of Recoverable Materials Disposal of non-Recoverable Materials contained in loads of Mixed C&D Materials generated by Projects. Certified Mixed C&D Recovery Facilities may be expected to, among other things, provide receipts or other documentation showing the overall amounts of Recovery and Disposal for the Facility. Any Mixed C&D Facility may apply to ZWS for certification as a Certified Mixed C&D Recovery Facility; alternatively, ZWS may accept certifications of Mixed C&D Recovery Facilities made by other government agencies. If ZWS finds that the application and/or alternative certification is consistent with the intent, purpose, and requirements of its facility certification program, the ZWS Executive Director has the authority to issue the certification subject to any conditions deemed necessary to carry out the purpose of the program and this Chapter. A Mixed C&D Recovery Facility must be recognized by ZWS to qualify as a Certified Mixed C&D Recovery Facility.

“Construction” means the building, alteration, addition or renovation of any facility or structure or any portion thereof including any tenant improvements to a previously unoccupied existing facility or structure. Construction does not include a project limited to interior plumbing work, electrical work or mechanical work.

“Construction Materials Management Plan or CD&D MMP” means the documentation required to be submitted by Applicants for all Projects per this Chapter.

“CD&D Review Official” means the Construction Materials Management Official who is the Jurisdiction staff, contractor or representative designated and authorized by the Jurisdiction Manager and is responsible for implementing this Chapter.

“Contractor” means any Person or entity holding, or required to hold, a contractor’s license of any type under the laws of the State of California, or who performs (whether as contractor, subcontractor, owner-builder, or otherwise) any Deconstruction, Demolition and Construction in association with a Project.

“Deconstruction” means the process of systematically dismantling a structure, or a portion thereof, to maximize the potential to Reclaim Reusable CD&D Material and minimize the amount of CD&D

Materials that are Disposed. Deconstruction includes adherence to the Jurisdiction’s health and safety protocols for such activities.

“Demolition” means the destruction, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior. Demolition must include adherence to the Jurisdiction’s health and safety protocols for such activities. Demolition generally results in inferior Recovery of CD&D Materials.

“Disposal” means the final disposition of CD&D Material to a Landfill.

“Hauler” means a Person that Transports CD&D Material on behalf of an Applicant.

“Landfill” means a facility for the Disposal of non-Recoverable waste defined in CCR Title 27.

“Mixed C&D Materials” means a mix of C&D Material types without Deconstruction or Source Separation. Mixed C&D Materials may contain both Recoverable and non-Recoverable CD&D Materials and require separation in a Mixed C&D Recovery Facility in order to Recover those CD&D Materials that are Recoverable and to sort for Disposal those CD&D Materials that are non-Recoverable.

“Mixed C&D Recovery” means the process employed by a Mixed C&D Recovery Facility to separate CD&D Materials that are Recoverable and to sort for Disposal those CD&D Materials that are non-Recoverable.

“Mixed C&D Recovery Facility” means a facility that accepts Mixed C&D Materials and is eligible for potential certification by Zero Waste Sonoma as a Certified Mixed C&D Recovery Facility. Mixed C&D Recovery Facilities may also accept Source Separated CD&D Materials.

“Permit” means a Deconstruction or Demolition and/or Construction permit issued by the Jurisdiction’s Building Department.

“Person” means an individual, association, partnership, corporation, or joint venture.

“Project” means any building project for which a Permit for Deconstruction, Demolition or Construction is required by the Jurisdiction. All Projects requiring a Permit are required to comply with the requirements of this Chapter.

“Reclaim” means the controlled removal of CD&D Materials from a Project for the purpose Reuse or Recycling.

“Reclaimable” means those CD&D Materials that can be Reclaimed by Deconstruction.

“Recoverable” means CD&D Materials that can be Reclaimed, Reused, Recycled or Composted instead of Disposed.

“Recover or Recovery” means activities that Reclaims, Reuses, Recycles, or Composts CD&D Materials instead of Disposal.

“Recycling” means Recovery of CD&D Materials by returning them to the economic mainstream in the form of raw material for new or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Reusable” means those CD&D Materials that can be Reclaimed by Deconstruction.

“Reuse” means the use, in the same or similar form as it was produced, of CD&D Material.

“Self-Haul” means the act of Transporting CD&D Materials by the Applicant using its own employees and vehicles.

“Source Separated” means the manner of separately gathering CD&D Materials by type on a Project site rather than mixing types of CD&D Materials for Mixed C&D Recovery. Source Separated material types may include but are not limited to concrete, asphalt, clean fill, clean wood, metals, cardboard, carpeting, and other individually segregated types of CD&D Materials. Mixed C&D Recovery Facilities may also accept Source Separated CD&D Materials.

“Source Separated Facility” means a facility that only accepts CD&D Materials that have been Source Separated for the purposes of Reuse, Recycling or Composting. Facilities that accept Mixed C&D Materials are not Source Separated Facilities.

“Transportation or Transporting or Transport” mean movement of CD&D Materials via Self-Haul or by a Hauler to a Reuse facility, Source Separated Facility, Mixed C&D Facility, or Disposal facility.

“Waste Stream Reduction Alternative” means Projects that generate a total combined weight of CD&D Material Disposed which do not exceed 2 pounds per square foot of the Project area.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

This Ordinance is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15307 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of natural resources; and in accordance with CEQA Guidelines Section 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The Jurisdiction Board/Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

This Ordinance, as amended, shall take effect six (6) months after adoption.

This Ordinance will be reviewed periodically or as needed, to improve effectiveness and performance of the program governed by this Ordinance.

The Jurisdiction Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

_____, JURISDICTION CLERK

I HEREBY CERTIFY that the above and foregoing Ordinance was duly passed and adopted by the Jurisdiction Board/Council at its regular meeting held on the _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

_____, JURISDICTION CLERK

Counsel for the Jurisdiction



Agenda Item #: 8
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 8/17/23
Approved By: LL

ITEM: Request for Proposals to Provide Commercial Technical Assistance for Compliance with SB 1383 Requirements and Local Disposable Food Ware Ordinances

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board approve the public release of the Technical Assistance RFP.

II. BACKGROUND

In April 2022, ZWS received a cumulative total of \$725,996 on behalf of the 10 member jurisdictions from CalRecycle as part of the SB 1383 Local Assistance Grant Program. CalRecycle's intention for the funds was to assist jurisdictions in complying with the requirements of the SB 1383 Short-Lived Climate Pollutants law. The amount allocated to each jurisdiction was based on population size.

Shortly after receiving the grant, staff from all 10 member jurisdictions agreed to contribute a proportional amount of their allocated funds to ZWS, a total of \$140,000, to implement the newly created Compost Rebate program. However, ZWS had already allocated \$150,000 in the regular FY 22-23 budget for the Compost Rebate program which means \$140,000 from the grant has gone unused. Given that the SB 1383 grant term ends in April 2024, ZWS member jurisdictions agreed to reallocate the \$140,000 to a technical assistance project instead.

Knowing that the franchise hauling agreements held by each of the 10 member jurisdictions include commercial technical assistance, ZWS staff is choosing to focus this RFP on food recovery and the disposable food ware ordinance, with secondary emphasis on organics and recycling diversion to minimize duplication of efforts. In addition, the City of Santa Rosa separately contributed an additional \$94,750 from their portion of the SB 1383 grant funds to supplement the technical assistance for organics and recycling diversion and contamination minimization. As a result, this RFP includes additional tasks for the contractor to complete for generators specifically located in Santa Rosa.

III. DISCUSSION

Since SB 1383 went into effect on Jan 1, 2022, ZWS, the franchised haulers and other partner organizations have provided significant education and outreach to commercial generators about the requirements they must meet. Currently, compliance is above 90% for generators in all 10 jurisdictions for organics and recycling diversion. In comparison, compliance for the food recovery requirements has remained consistently low.

Although the affected Tier One and Two commercial generators (listed in the table below) are aware of the requirement to donate excess food, some are uncertain how they should comply. Most are unfamiliar with what foods are eligible for donation, do not know what organizations pick up donated food, and are concerned about food safety liability. ZWS staff has attempted to provide this information through the website and letters but has since realized that food donation is very complex and in-person technical assistance is necessary.

Tier One Commercial Generators	Tier Two Commercial Generators
Supermarkets	Restaurants \geq 250 seats, or \geq 5,000 sq. ft.
Grocery stores	Hotels with on-site food facility, and \geq 200 rooms
Food service providers	Health facility with on-site food facility, and \geq 100 beds
Food distributors	Large venues that annually seat or serve \geq 2,000 individuals per day of operation
Wholesale food vendors	Large events that serve \geq 2,000 individuals per day of operation
	State agencies with a cafeteria \geq 250 seats, or \geq 5,000 sq. ft.
	Local education agencies with an on-site food facility

In addition, there are challenges in monitoring compliance with the Disposable Food Ware and Polystyrene Foam Ban Ordinances due to the complaint-based system which relies on the public to inform the Agency of food facilities or retailers out of compliance. Non-compliance is when food establish uses or sells polystyrene foam, distributes food ware that is not locally compostable or recyclable, or provides accessories/condiments automatically rather than on-request. Since many of the food and beverage facilities affected by the ordinances are also Tier One or Two Commercial Generators affected by SB 1383, staff has decided to include both projects in the technical assistance RFP. As with food donation, many commercial generators are aware of the requirements but still get confused on what kinds of food ware are complaint and are uncertain which vendors carry those products.

During the development of this RFP in the last few months, ZWS staff became aware that Santa Rosa staff were creating a similar RFP but focused on providing commercial technical assistance to increase organics and recycling diversion and minimize contamination within these two streams. Santa Rosa has the largest population and the largest number of commercial generators affected by SB 1383 of any jurisdiction in Sonoma County. Despite significant education and outreach from franchised hauler Recology Sonoma Marin, there are several large commercial generators who regularly contaminate the recycling and organics. Some of these generators are multifamily properties, which are challenging to educate due to high turnover of residents and management. Santa Rosa also includes a high proportion of residents and businesses with diverse backgrounds who may speak languages other than English. The City of Santa Rosa and ZWS staff agreed it would be more efficient to combine the two RFPs and for ZWS to oversee the project. Santa Rosa is contributing an additional \$94,750 for the additional work.

IV. FUNDING IMPACT

The total proposed cost of the technical assistance RFP is \$494,750 as followed;

- \$140,000 from CalRecycle's SB 1383 Local Assistance Grant funds,
- \$260,000 from ZWS FY 23-24 Organics Reserve fund, and
- \$94,750 from the City of Santa Rosa to complete their separate Technical Assistance task

V. ATTACHMENTS

- Request for Proposals to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County
- Budget Adjustment



REQUEST FOR PROPOSALS

TO CONDUCT TECHNICAL ASSISTANCE FOR COMPLIANCE WITH SB 1383 REQUIREMENTS AND DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY

Proposals due 5:00pm on September 25, 2023

Submit proposals to:
Xinci Tan, Organics Program Manager
Zero Waste Sonoma
2300 County Center Drive, STE B-100
Santa Rosa, CA 95403

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

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

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

1.2 Overview of Requested Services

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

As part of California state law Short-lived Climate Pollutants (SB 1383), jurisdictions are required to educate and assist commercial entities identified as Tier I or Tier II Edible Food Generators with understanding and complying with food donation requirements. Jurisdictions are also required to educate and assist commercial entities with diverting organic materials and recyclables while minimizing contamination.

In 2021, the AGENCY executed a Memorandum of Understanding (MOU) with all 10 of its member jurisdictions to implement the requirements of SB 1383. As part of that MOU, the AGENCY assumed responsibility for regional implementation of all food recovery requirements, including capacity assessment, education, and infrastructure expansion. Because SB 1383 is unique and unprecedented in its requirements for commercial entities to donate excess edible food, a significant portion of the affected entities are unfamiliar with the process and uncertain with how to start or maintain a successful program.

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

The primary objectives of this project are:

1. Identify and provide technical assistance to priority Tier I and Tier II Edible Food Generators in Sonoma County who produce the most excess food so that they may understand and comply with SB 1383 food donation requirements. When appropriate, the contractor should also provide technical assistance to generators to increase organics and recycling diversion.
2. Identify and provide technical assistance to food and beverage facilities who use the largest amount of disposable food ware in their current operations. The number of facilities identified

- in each jurisdiction should be proportional to the size of the population of the jurisdictions.
3. Provide technical assistance to commercial generators located specifically in the City of Santa Rosa and who are the top waste generators, meaning they generate large amounts of garbage and have disproportionately low recycling or organics service. Assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins.
 4. Emphasize and encourage food donation and reusable food ware whenever possible, even if a generator or facility is not required by law or ordinance to do so.
 5. Integrate an equity lens into all work performed on this project to ensure that generators and facilities owned or operated by historically underrepresented and underserved communities are just as successful in implementing the desired programs.

Exhibit A details the Scope of Work requested by the AGENCY for this RFP.

1.3 Existing Conditions

The County owns Central Landfill and five transfer stations throughout Sonoma County. Most of the waste collected through the County system is disposed at the Central Landfill. All jurisdictions in Sonoma County utilize the County's transfer stations through their franchised waste haulers except the City of Petaluma. Franchised waste from the City of Petaluma is hauled directly to the Redwood Landfill, between Petaluma and Novato. Non-franchise waste generated in Sonoma County may or may not enter the County's transfer stations; source information about that material is not readily available to AGENCY staff. In 2020, landfill materials disposed in Sonoma County landfilled 402,762.39 tons of material.

The AGENCY controls the flow and manages the contracts for the processing of residential organic materials collected through the franchise agreements of all jurisdictions, except the City of Petaluma. All franchised residential organic materials are transported and processed out-of-county at three composting facilities located in Marin, Napa, and Mendocino Counties. Commercial organics is governed by a Master Operations Agreement between the County of Sonoma and Republic Services. All franchised commercial organic materials are transported and processed out-of-county at a composting facility in Contra Costa County. The amount of residential organic materials totals approximately 85,000 tons annually, while commercial organics totals approximately 30,000 tons.

Each of the ten jurisdictions manage franchise agreements independent of the AGENCY that cover garbage and recycling collection in addition to organics. All franchise agreements were recently amended in the last three years to comply with the additional requirements of SB 1383, including increased education and outreach, reporting, and contamination minimization in the form of route reviews. The Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, and Sebastopol each have franchise agreements with Recology Sonoma Marin (RSM). The Town of Windsor has a franchise agreement with Sonoma County Resource Recovery (SCRR). The City of Sonoma has a franchise agreement with the Sonoma Garbage Collectors (SGC). The County of Sonoma has both a franchise agreement with RSM and SGC to service the unincorporated areas.

Most, if not all, existing food recovery and distribution work in Sonoma County is managed by a network of local non-profit organizations. The work of these organizations frequently crosses jurisdictional or county boundaries. Based on the results of an Edible Food Recovery Capacity Study, conducted in 2021

by Abound Food Care under the direction of the AGENCY, these organizations primarily rely on grants and donations for funding. The amount, type, and frequency of food donations they are able and willing to accept greatly varies depending on the season, availability of storage, and number of staff or volunteers.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

Xinci Tan, Organics Program Manager
Zero Waste Sonoma
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
E-mail: xinci.tan@sonoma-county.org

Questions must be submitted no later than **3:00 p.m. on September 4, 2023**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address by **3:00 p. m. on September 4, 2023** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

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

2.3 Appeals Process

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

- a. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.

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

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

2.4 Confidentiality

AGENCY has made a determination in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by AGENCY until the time AGENCY is considering award of a contract for the services. In the event a PROPOSER wishes to claim that portions of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. PROPOSER may also request that such confidential documents be returned to PROPOSER upon completion of the RFP process, unless otherwise required by law. Blanket designations of "confidential" shall not be effective. AGENCY shall notify PROPOSER in the event that AGENCY receives any requests for disclosure under the Public Records Act for documents that have been marked confidential by PROPOSER. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile, mailed, or hand delivered proposals will be accepted.
2. The proposal shall be submitted to the AGENCY no later than **5:00 p.m. on September 25, 2023**. The e-mail subject line must clearly state “**Technical Assistance Proposal**” and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent by email to the AGENCY contact found in Section 2.1 above.
3. Each proposal shall include all information required by this RFP and any subsequent addenda.
4. Proposals received after the required submittal date and time will be rejected. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

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

3.3 Rights of the AGENCY

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

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

6. Waive defects and/or irregularities in any proposal.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY, its member agencies and/or their citizens.

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

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

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

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

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

4.2 Complete the form “Implementation Plan and Budget”

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

4.3 Qualifications and experience of firm.

The proposal should include the PROPOSER’s experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement.

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

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

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

4.4 Subcontractors

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

4.5 Insurance

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

4.6 Agreement for Consulting Services

The selected PROPOSER must execute and submit Exhibit C, acknowledging their willingness to sign the Agreement to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County attached hereto as Exhibit D to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any requested modifications to the Agreement.

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
Aug 21, 2023	Distribution of RFP	AGENCY
Sep 4, 2023	Submit Written Questions	PROPOSER
Sep 11, 2023	Post Answers	AGENCY
Sep 25, 2023	Proposals Due (5:00 p.m.)	PROPOSER
Oct 4, 2023	Interviews (tentative)	AGENCY
Oct 19, 2023	Award of Agreement (tentative)	AGENCY
Oct 30, 2023	Start of Project (tentative)	PROPOSER
April 28, 2025	Final report due	PROPOSER

6. ATTACHMENTS

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

Exhibit A: Proposed Scope of Work

The AGENCY seeks technical assistance for 1) SB 1383 Food Recovery Implementation, 2) Disposable Food Ware Ordinance and Polystyrene Foam Ban Compliance, and 3) City of Santa Rosa Diversion of High Waste Generators. A summary of technical assistance focus areas are below.

- 1) SB 1383 Food Recovery Implementation: The selected contractor(s) will, with the guidance of and a partial list provided by the AGENCY, identify priority Tier I and II Edible Food Generators equitably in all 10 jurisdictions within Sonoma County who have the most excess food for donation. The contractor will provide them technical assistance to comply with SB 1383 food recovery requirements. If appropriate, the contractor should also provide technical assistance to comply with organics and recycling diversion and contamination minimization. The budget for this item is \$200,000.
- 2) Disposable Food Ware Ordinance and Polystyrene Foam Ban Compliance: The contractor will identify and provide technical assistance to the largest food facilities within each of the AGENCY's 10 member jurisdictions affected by the local [Disposable Food Ware Ordinance and Polystyrene Foam Ban and help them come into compliance](#). Emphasis should be placed on promoting the use of reusable food ware over single-use alternatives. The budget for this task is \$200,000. If there is overlap between the list of top waste generators affected by SB 1383 and the largest food facilities affected the local Disposable Food Ware Ordinances, the contractor shall give them priority for technical assistance.
- 3) City of Santa Rosa Diversion of High Waste Generators: The contractor will provide additional technical assistance to generators specifically within the City of Santa Rosa who subscribe to a large amount of garbage services with disproportionately low recycling and organics services. The contractor shall assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins. The budget for this task is \$94,750 with \$80,000 for contractor services and \$14,750 for purchase of indoor bins and containers.

The Agency may reallocate the budget among projects and jurisdictions depending on progress, successes and challenges. This will be determined at the quarterly check-ins with the contractor.

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

The contract will be for a one and a half year (18-month) period with an estimated start date of October 30, 2023. The proposed cost of the contract is not to exceed \$494,750. There will be an option to renew the contract on an ongoing, annual basis.

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

The selected contractor(s) will be required to conduct the following tasks on an ongoing basis or as otherwise noted below.

SB 1383 Food Recovery Technical Assistance

1. Contractor will need to work closely with franchised haulers RSM, SCRR, and SGC to minimize duplication of work, consistency in information provided, and coordinate service changes and site visits, if necessary.
2. Using a list supplied by the AGENCY, the contractor will identify priority Tier I and Tier II Edible Food Generators in Sonoma County who have the most excess food for donation.
3. Reach out to the selected Tier I and II generators to assess each of their knowledge gaps, barriers to donating food, and resources needed to comply with the requirements.
4. Meet generators on-site for the first visit and create an implementation plan to develop new operational procedures and train staff.
 - a) The supervisor on the contractor's team will be asked to take the [Food Safety Manager Certification](#), through the County of Sonoma's Environmental Health Department. Other staff who will be directly working with generators are required to have Food Handler's Certificates.
 - b) Assist generators in learning how to identify which foods are safe and suitable for donation.
 - c) If appropriate, provide suggestions to generators on strategies to increase organics and recycling diversion, make waste collection service changes, improve signage and container locations, adopt source reduction strategies, and implement front or back of house operational changes. Clear communication and regular collaboration with local franchised haulers RSM, SCRR, and SGC are imperative to ensure consistent messaging.
 - d) Contractor may use and promote resources already developed by the AGENCY or its partners, such the safe food storage and preparation guides from the Sonoma County Environmental Health Department and the SB 1383 booklet summarizing the requirements. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY's member jurisdictions may use and distribute.
 - e) Assist food facilities in establishing relationships and creating agreements with local food recovery organizations and services who can accept or pick-up food donations.
 - f) Assist generators in adopting recordkeeping practices for the pounds of food donated using the Careit software, which is preferred by the AGENCY, or other methods of recordkeeping that will satisfy the SB 1383 requirements.
5. Create a plan for follow-up and troubleshooting of any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that generators become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.
6. Inform generators about the climate and community health impacts from complying with regulatory requirements, as well as any economic benefits, such as tax deductions and reduced

garbage costs. Provide information and resources that may help them take advantage of those benefits.

7. At the monthly check-in meetings, inform the AGENCY of any “problem generators” who are unresponsive or refuse to donate despite producing a significant amount of excess edible food. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.
8. For those Tier I and II generators who the contractor also identifies as targeted food facilities needing technical assistance to comply with the Disposable Food Ware Ordinance, the tasks in the section below apply.

Disposable Food Ware Ordinance Compliance Technical Assistance

1. Identify the largest food facilities within each of the AGENCY’s 10 member jurisdictions (approximately 200 facilities) who use the largest amount of disposable food ware in their current operations.
 - a) Priority should be placed on food facilities who use polystyrene foam or have the most potential to switch to reusable food ware.
 - b) Ideally, the food facilities chosen as targets for technical assistance should be from a variety of business types and may serve as models in the future.
2. Reach out to the identified food facilities to assess their knowledge gaps; barriers to switching to reusable, compostable, or recyclable food ware; and resources they may need to comply with their local ordinance requirements.
3. Meet food facilities on-site and create an implementation plan for how they may reduce waste from single-use disposable food ware, switch to compliant compostable/recyclable food ware, and select appropriate vendors and suppliers.
 - a) Contractor may use and promote resources already developed by the AGENCY, such as the established list of vendors, reusable food ware grant, and purchasing guide. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY’s member jurisdictions may use and distribute.
 - b) Contractor should guide food facilities in using food ware that minimizes confusion for their customers and limits contamination in the organics and recycling streams. For example, pairing a compostable lid to a compostable take-out bowl that may both be composted, instead of a plastic lid on a compostable bowl that must be separated.
 - c) Although not all jurisdictions’ ordinances require it, the contractor should encourage and help food facilities adopt reusable food ware for dine-in customers, or as much as possible.
4. Collaborate with the three local franchised haulers (RSM, SCRR, and SGC) to ensure consistent messaging regarding contamination minimization in the organics and recycling streams. For food facilities with significant contamination challenges, refer them to the appropriate franchised hauler for additional education.
5. Create a plan for follow-up and troubleshooting any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that generators

become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.

6. At the monthly check-in meetings, inform the AGENCY of any food facilities who are unresponsive or refuse to adopt locally compostable/recyclable food ware. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.
7. For those food facilities who the contractor also identifies as Tier I and II generators required to comply with SB 1383 food recovery requirements, the tasks in the section above apply.
 - a) Food facilities who are not Tier I and II generators should still be provided with information/resources about food donation and encouraged to donate excess food.

City of Santa Rosa Diversion of High Waste Generators Technical Assistance

- Identify the top waste generators who produce high levels of garbage and have disproportionately low recycling and organics service.
- Conduct visual characterizations of materials currently being disposed in each of the three streams to identify what large volumes of material could be diverted. Contractor should collect this information together with records of existing waste service volumes to establish a baseline for each generator.
- Using data collected from visual characterizations, provide targeted education to employees or residents working or living on site with the types of materials acceptable and not acceptable in recycling and organics collection programs. Contractor may use and promote resources already developed by the AGENCY and the franchised hauler RSM.
- Provide implementation assistance via phone, email, and in person. Provide suggestions to generators (e.g. property owners or managers) such as waste collection service changes, signage and container location, source reduction strategies, and front and back of house operational changes.
- Coordinate and/or partner with RSM to provide presentations or training for staff and residents as necessary.
- Create a plan to follow up no later than one month after implementing the recommended service changes and/or education. Assess if any additional outreach or training is needed and troubleshoot problems as they arise.
- Contractor will work closely with franchised hauler RSM to minimize duplication of work, consistency in information provided, and coordinate service changes and site visits, if necessary.

Minimum Deliverables:

- Initial kick-off meeting with AGENCY staff to discuss program scope, expectations, goals, priorities, and any immediate concerns. Contractor should expect to review project tasks, available resources, and project timeline.
- Monthly meetings with AGENCY staff to discuss progress and troubleshoot any problems that arise.
- Technical assistance activities, recommendations, and notes shall be tracked and reported using AGENCY's Recyclist Program Tracker account. Data should be uploaded monthly, at a minimum. AGENCY shall provide contractor with user account(s).

- Four (4) brief quarterly reports to AGENCY staff summarizing a list of generators/food facilities contacted and/or visited, summary of outreach and assistance provided, and hours worked under relevant subtasks (food recovery or disposable food ware), and results/outcome of scope tasks performed. All information must be broken down by jurisdiction.
- One (1) Final Report (PDF or Word) at the conclusion of the project, summarizing all tasks completed, hours spent, results, and lessons learned. In addition, contractor should provide a method to determine a measurable success rate and follow up plan for all generators/food facilities.
 - Report should include one (1) spreadsheet with points of contact for all generators/food facilities the contractor used, including name, email address, phone numbers, and site address, and mailing address. All information must be broken down by jurisdiction.
- One (1) presentation (live, in-person or virtual) to the AGENCY Board during a public meeting as a supplement to the Final Report following the conclusion of this project.

Exhibit B: Proposal Scoring

Technical assistance approach (40 points):

Please describe your recommended approach to identify priority Tier I and II Edible Food Generators, food facilities, and large waste producing commercial generators for whom technical assistance will be provided. Please describe how your team will reach out to the generators and food facilities targeted in this project, including a description of how staff will be assigned different jurisdictions or areas, how often outreach and follow-up will occur, and how progress and success will be measured.

Experience with providing technical assistance (20 points):

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

Assistance expected of AGENCY staff (10 points):

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

Scope of work and budget (30 points):

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

Exhibit C: Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit C) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until _____, 2023 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and not award an agreement.
 - Reject any proposal.
 - If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
 - Waive defects and/or irregularities in any proposal.
 - Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any PROPOSER(s).

- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any client with which the PROPOSER has done business.
- Take other such action that best suits the needs of the AGENCY and/or its citizens.

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____

Date: _____

Exhibit D: AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR COMPLIANCE WITH SB 1383 REQUIREMENTS AND DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY

This agreement ("Agreement"), dated as of _____, 2023 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a [include description of Contractor, e.g., "a California Corporation", etc., if appropriate] (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Consulting Services related to providing technical assistance; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to perform necessary preparation and provision of technical assistance; and,

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose performing consulting services related the preparation for and provision of technical assistance. Contractor shall perform services as defined in Exhibit A, Scope of Services.

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

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no

additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

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

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

2. Payment.

2.1 Contractor shall be paid \$400,000 for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A and B, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

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

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

3. Term of Agreement. The term of this Agreement shall be from _____ to _____, unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to six (6) months provided that the payment amount, as defined in Section 2, is unchanged.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

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

a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.

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

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

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

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

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

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

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

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

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

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

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

9. Representations of Contractor.

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

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

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

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

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by Agency,

Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Contractor's or such other person's financial interests.

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

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

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

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if

commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

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

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

Agency: Zero Waste Sonoma
Attention: Xinci Tan
2300 County Center Drive, STE B-100
Santa Rosa, CA 95403
Email: Xinci.tan@sonoma-county.org
Phone: (707) 837-6134

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

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by 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 Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair of the Board of Directors

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____

Dated: August 17, 2023

RESOLUTION OF ZERO WASTE SONOMA (ZWS)
ADOPTING ADJUSTMENTS TO THE FY 2023/24 ORGANICS RESERVE BUDGET FOR FOOD RECOVERY
TECHNICAL ASSISTANCE

WHEREAS, ZWS approved Zero Waste Sonoma Fiscal Year 2023/24 Budget by unanimous vote on March 16, 2023; and

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 Organics Reserve Fund Budget for Other Contract Service in the amount of \$260,000 to complete technical assistance outreach for food recovery efforts; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby approve the adjustment to the Fiscal Year 2023-24 Budget.

MEMBERS:

- - Cloverdale - - Cotati - - County - - Healdsburg - - Petaluma

- - Rohnert Park - - Santa Rosa - - Sebastopol - - Sonoma - - Windsor

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

SO ORDERED

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

ATTEST: DATE: August 17, 2023

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