



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

February 19, 2026
REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

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

Meeting will also stream 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

February 19, 2026

REGULAR MEETING

Regular Session begins at 9:00 a.m.

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Note: This packet is 65 pages total



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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, February 18th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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

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



Agenda

Item

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

Consent (w/attachments)

- 4.1 Minutes of the January 15, 2026 Regular Meeting and January 29, 2026 Special Meeting
- 4.2 January, February, and March 2026 Outreach Calendar
- 4.3 Agreement for Short-Term Organic Materials Processing Services with Redwood Landfill, Inc.
- 4.4 Agreement for Short-Term Organic Materials Processing Services with Republic Services, Inc.
- 4.5 Agreement for Short-Term Organic Materials Processing Services with Pacific Recycling Solutions, Inc. DBA Pacific Organics Solutions

Regular Calendar

5. Discussion and Possible Action on the Fiscal Year 2026-27 ZWS Draft Budget [Collard]
6. Boardmember Comments – NO ACTION
7. Executive Director Report – VERBAL REPORT
8. Staff Comments – NO ACTION
9. Next ZWS meeting: March 19, 2026
10. Adjourn Meeting

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

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

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

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

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



To: Zero Waste Sonoma Board Members

From: Leslie Lukacs, Executive Director

Subject: February 19, 2026 Board Meeting Agenda Notes

Consent Calendar

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

- 4.1 Minutes of the January 15, 2026 Meeting and January 29, 2026 Special Meeting
- 4.2 January, February, and March 2026 Outreach Calendar
- 4.3 Agreement for Short-Term Organic Materials Processing Services with Redwood Landfill, Inc.
- 4.4 Agreement for Short-Term Organic Materials Processing Services with Republic Services, Inc.
- 4.5 Agreement for Short-Term Organic Materials Processing Services with Pacific Organics Solutions, Inc.

5. Discussion and Possible Action on the Fiscal Year 2026-27 ZWS Draft Budget

The FY 2026-27 Work Plan was approved at the January 15, 2026, Board meeting. This Work Plan serves as a key tool outlining contractor and staff costs for individual programs and planned projects for the upcoming fiscal year, marking the first step in the budget development process. The Draft Budget establishes funding guidelines and key parameters to align ZWS's annual budget with the County's budget, accounting, and audit processes. The final step is the Board's approval of the Final Budget which requires a supermajority vote. **Staff Recommendation:** The Board provides feedback on the FY 26-27 Zero Waste Sonoma Draft Budget with direction to return for final approval at the March meeting.



Minutes of January 15, 2026 Meeting

Zero Waste Sonoma met on January 15, 2026, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

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

City of Santa Rosa – ABSENT
City of Sebastopol – Sandra Maurer
City of Sonoma – ABSENT
County of Sonoma – ABSENT
Town of Windsor – JB Leep

Staff Present:

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

1. Call to Order Regular Meeting

Regular session was called to order at 9:01 a.m.

Introductions

2. Agenda Approval

3. Public Comments (items not on the agenda)

None

4. Election of Officers

Motion: For approval of the Election of Officers

First: City of Healdsburg – Larry Zimmer

Second: City of Cotati – Susan Harvey

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

5. Consent (w/attachments)

5.1 Minutes of the November 20, 2025 Meeting

5.2 November, December 2025, January, February 2026 Outreach Calendar

5.3 Annual Review of the ZWS Rules of Governance

5.4 FY 24/25 Year End Financials

Board Comments:

None

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Cotati – Susan Harvey

Second: City of Petaluma – Patrick Carter

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

Regular Calendar

6. Discussion and Possible Action on the Fiscal Year 2026-27 Work Plan

Board Comments/Action Items:

- How much staff time will be needed to implement the artificial turf ban?
- Is there a plan to continue or make changes to the compost rebate program?
- What is the status of the county composting facility? How long will it take to develop? The increase to ratepayers will be significant over the time of development.
- The faster we can get organics processed through the county facility, the better we will be.
- Is the county aware of the current issues with organics?
- Did Redwood give an explanation on the severity of changes in tonnage and rates?
- Is there anything CalRecycle can do to help with these issues? This is a significant financial hit to Zero Waste Sonoma.
- We are so far away from getting organics processed in the county. If residents have significant increases in their rates, it may lead them to do the wrong thing.

- Is CalRecycle able to help with fine tuning legislation? If there is a capacity issue across the state, it seems the legislation is not working as is. It cannot be put back onto the people as an unfunded mandate.
- Has Zero Waste Sonoma worked with anyone from Cal Cities to assist with fast tracking the permit process for new compost facilities?
- CalRecycle should be managing and helping everyone meet their goals.
- Would the cost increase on garbage bills be per month?
- If we cannot work on the supply side of compost, maybe we should work on the demand. Could we use the compost rebate funds to incentivize folks who are doing the correct measures when it comes to composting?
- If we have a capacity issue then what are other ways we can solve it, other than transporting it elsewhere?
- If residents were aware that their rates were going to increase, and that there were actions they could take to help keep them lower, they might be more likely to do so.
- If we could encourage more organics capacity processing in home backyards as opposed to hauling them, then it is something we should investigate more.
- Windsor does not charge residents specifically for their green bins.
- If the public was to be more educated on the capacity issue they may be more likely to help by backyard composting rather than putting it all into the green bin.

Public Comments:

- Dan Noble, co-chair of the Compost Coalition of Sonoma County and a Santa Rosa resident, has been focused on what it takes to build a circular resource economy. This conversation is central to that transition. One of the major challenges is developing new compost facilities. Financial models play a significant role in shaping waste management policy and landfill diversion efforts, and despite ongoing work in this area, it remains a persistent challenge.

5. Boardmember Comments

- Does ZWS have educational materials on home composting?
- Cloverdale public works staff is using the recycled paint from the HHW facility around the city.
- The Cloverdale community thrift store is now operated by the Cloverdale Grange, run by volunteers. Before opening they had no merchandise but within 3 days of donations they filled the auditorium. They opened on January 10th and that same day they sold \$2,600 worth of merchandise. This will generate around \$6,000-\$7,000 a month in profit that will be returned into benefits for the community. This is the only thrift store between Healdsburg and Ukiah, so it is also serving other populations as well as keeping items out of the landfill.
- Want to highlight Cloverdale business, Sonoma County Trading Company, they are a great example of a zero-waste lifestyle and how folks can make these changes.
- Cotati and Rohnert Park are kicking off Eco-Wise Workshop Series, a collaborative series of workshops designed to inspire sustainability for everyday life.
- Are we still searching for speakers for the Zero Waste Symposium this year?
- Wasteless Windsor is trying to have a larger impact on recycling and composting in all town events as well as other organizations.

6. Executive Director Report – VERBAL REPORT

7. Staff Comments

- Zero Waste Headquarters is coming along. We are aiming to have mostly used furniture throughout the building.
- The county has put together a working group to ban the sale of nitrous oxide canisters. They are extremely abused. If there is anyone that should or would like to be involved, please reach out to Courtney.
- Windsor now has an automated CRV buyback recycling station.

8. Next ZWS meeting: February 19, 2026

9. Adjourn: 10:04 a.m.

Submitted by: Amber Johnson

DRAFT



Minutes of the January 29, 2026 Meeting

Zero Waste Sonoma met on January 29, 2026, at Zero Waste Sonoma, 195 Concourse Blvd., Santa Rosa, California.

Board Members Present:

City of Cloverdale – Andrés Marquez
City of Cotati – Sylvia Lemus
City of Healdsburg – Larry Zimmer
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – ABSENT
City of Sebastopol – Sandra Maurer
City of Sonoma – Jack Ding
County of Sonoma – Rebecca Hermosillo
Town of Windsor – JB Leep

Staff Present:

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

1. Call to Order Special Meeting

The meeting was called to order at 9:05 a.m.

2. Agenda Approval

Board Comment:

None

Public Comments:

None

Motion: For approval of the January 29, 2026 special meeting agenda.

First: City of Sonoma – Jack Ding

Second: County of Sonoma – Rebecca Hermosillo

Vote Count:

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

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

Motion passed.

3. Public Comment (items not on the agenda)

None

Consent (w/attachments)

None

Regular Calendar

4. Ratification of Emergency Organics Processing Capacity Agreements

Board Comments/Action Items:

- What percentage is the applicable budget entirely?
- Cold Creek Compost asked us to reduce the number of trucks through Jan 31st. What is the update on their end?
- The written report mentioned an estimated 17 truckloads need to be shipped out daily to haul material. In the verbal report it was mentioned that it may have changed to 5 truckloads. Can you please clarify?
- How does it impact the financials if the truckloads were reduced to 5?
- What is the original budget for the organic reserve fund?
- Is there an insurance safety net in place for this?
- Please explain the limit exceeded and under what rule.
- What is the prior notification time for special meetings?
- How often do the haulers and transfer stations change their rates?
- Could this happen again in the future?
- How will the cost impact the residences?
- The agreements are for a set period but then go from month to month. What is the plan with those moving forward?
- Can we diversify our service providers when we prepare our new agreements?
- How many grinders are at Cold Creek Compost and what caused them to break?
- What is the repair time frame?
- How much do repairs like this cost?
- Thank you to staff and those involved for solving this quickly.
- What is the update on the county compost facility project? Is there a way to expedite the permitting and opening?
- Time is extremely valuable when it comes to opening the county compost facility.

Public Comments:

- Logan Harvey, from Recology, appreciates staff for their hard work on getting the material moved quickly. Also, very appreciative of the parties involved taking the material.

Motion: For the ratification and approval of the two agreements executed by the Executive Director.

First: City of Petaluma – Patrick Carter

Second: City of Healdsburg – Larry Zimmer

Vote Count:

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

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

Motion passed.

5. Boardmember Comments – NO ACTION

6. Next ZWS meeting: February 19, 2026

7. Adjourn: 9:32 am

Submitted by: Amber Johnson



Agenda Item #: 4.2
Agenda Date: 2/19/2026

ITEM: January, February, March 2026 Outreach Calendar

January 2026 OUTREACH

Start date	End date	Start time	End time	Event
1/6/26	1/6/26	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa, E)
1/9/26	1/11/26	9:00 AM	5:00 PM	Luther Burbank Center E-Waste Event (Santa Rosa)
1/13/26	1/13/26	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
1/13/26	1/16/26	10:00 AM	8:00 PM	Cloverdale Citrus Fair (Cloverdale)
1/14/26	1/14/26	8:00 AM	10:00 AM	Graton Labor Center (Graton)
1/14/26	1/14/26	10:00 AM	12:00 PM	Healdsburg Labor Center (Healdsburg)
1/20/26	1/20/26	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
1/21/26	1/21/26	6:00 PM	7:00 PM	WSCUHSD Board Meeting (Sebasopol)
1/24/26	1/25/26	9:00 AM	5:00 PM	Oakmont E-Waste Event (Santa Rosa)
1/24/26	1/24/26	1:00 PM	4:00 PM	Healdsburg Repair Fair (Healdsburg)
1/27/26	1/27/26	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)

February 2026 OUTREACH

Start date	End date	Start time	End time	Event
2/3/26	2/3/26	4:00 PM	8:00 PM	HHW Collection Event (Cotati)
2/10/26	2/10/26	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
2/17/26	2/17/26	4:00 PM	8:00 PM	HHW Collection Event (Rincon Valley)
2/20/26	2/22/26	9:00 AM	5:00 PM	Cloverdale Citrus Fair E-Waste Event (Cloverdale)
2/24/26	2/24/26	4:00 PM	8:00 PM	HHW Collection Event (Cloverdale)

March 2026 OUTREACH

Start date	End date	Start time	End time	Event
3/3/26	3/3/26	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa, W)
3/7/26	3/7/26	10:00 AM	4:00 PM	Annual Steelhead Festival (Geyserville)
3/7/26	3/7/26	1:00 PM	4:00 PM	Cloverdale Repair Fair (Cloverdale)
3/10/26	3/10/26	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)
3/11/26	3/11/26	8:00 AM	10:00 AM	Graton Labor Center (Graton)
3/11/26	3/11/26	10:00 AM	12:00 PM	Healdsburg Labor Center (Healdsburg)
3/13/26	3/15/26	9:00 AM	5:00 PM	Graton E-Waste Event (Graton)
3/17/26	3/17/26	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
3/24/26	3/24/26	4:00 PM	8:00 PM	HHW Collection Event (Windsor)
3/28/26	3/28/26	10:00 AM	2:00 PM	Sustainability Fair (Cotati)
3/29/26	3/29/26	1:00 PM	4:00 PM	Cotati Repair Fair (Cotati)
3/31/26	3/31/26	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)



Agenda Item #: 4.3
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 02/19/26
Approved By: LL

ITEM: Agreement for Short-Term Organic Materials Processing Services with Redwood Landfill, Inc.

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Agency's Executive Director to execute the Agreement with Redwood Landfill, Inc.

II. BACKGROUND

After the closure of the Sonoma Compost facility in 2015, the Agency's Board of Directors approved an agreement with Redwood Landfill, Inc. to process organic materials generated by Sonoma County residents starting June 20, 2018. The composting facility is located north of the City of Novato. The agreement has since been amended three times and expires on March 31, 2026.

During negotiations between ZWS staff and representatives from Redwood Landfill, Inc., Redwood staff informed ZWS that a lower flow commitment of organic materials was required, approximately a 50% reduction, as their facility is close to capacity. While they are applying to increase the permit limit, it is uncertain how long the approval process will take. ZWS staff requested, and was granted, a larger annual compost allotment to help meet member agencies' SB 1383 procurement targets and support local agricultural producers.

III. DISCUSSION

The new agreement with Redwood Landfill, Inc. establishes a new term of 3 years from April 1, 2026 to March 31, 2029, with options to extend for 5 additional 1-year periods upon mutual agreement. The Redwood composting facility has agreed to accept at least 80 tons of organic materials per day, with a maximum of 27,500 tons per year. The facility will also make available 5,000 tons of finished compost per calendar year, although ZWS will be responsible for trucking costs. The agreement between ZWS and WM will be finalized prior to the Board meeting and distributed separately for Board review.

IV. FUNDING IMPACT

ZWS shall compensate Redwood Landfill, Inc. \$70.00 per ton of organic materials. The tipping fee increase is resulting in an increase of \$380,325 to Redwood Landfill, but the decreased capacity is creating a total overall increase to processing and hauling of \$1.8 million.

V. ATTACHMENTS

- Resolution Authorizing the Agreement for Short-Term Organic Materials Processing Services with Redwood Landfill, Inc.
- Agreement for Short-Term Organic Materials Processing Services with Redwood Landfill, Inc.

Resolution No.: 2026-03

Dated: February 19, 2026

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA"), ALSO KNOWN AS
ZERO WASTE SONOMA, ("ZWS") AUTHORIZING AN AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS
PROCESSING SERVICES WITH REDWOOD LANDFILL, INC. ("CONTRACTOR")

WHEREAS, ZWS and Contractor agree to a new term of April 1, 2026 to March 31, 2029, with the option to extend for 5 additional 1-year periods by mutual agreement; and

WHEREAS, the per ton rate shall be \$70.00 effective April 1, 2026; and

WHEREAS, the annual rate adjustment will be increased by the annual average of the Consumer Price Index (CPI), not to exceed 4%; and

WHEREAS, Contractor shall accept at least 80 tons per day of organic materials, but not more than 27,500 tons per year; and

WHEREAS, Contractor shall make available 5,000 tons of finished compost per calendar year to ZWS at no additional cost.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby authorize ZWS's Executive Director to execute the Agreement for Short-Term Organic Materials Processing Services with Redwood Landfill, Inc.

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: FEBRUARY 19, 2026

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



Agenda Item #: 4.4
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 02/19/26
Approved By: LL

ITEM: Agreement for Short-Term Organic Materials Processing Services with Republic Services, Inc.

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Agency's Executive Director to execute the Agreement with Republic Services, Inc.

II. BACKGROUND

After the closure of the Sonoma Compost facility in 2015, the Agency's Board of Directors approved short-term agreements with Redwood Landfill, Inc. and Cold Creek Compost, Inc. to process organic materials generated by Sonoma County residents. At the February 19, 2026, regular meeting, the ZWS board reviewed a new agreement with Redwood Landfill, Inc., which included a significant reduction of organic materials accepted at their composting facility, from 50,000 tons to 27,500 tons per year. Cold Creek indicated that they would not be able to accept additional material beyond what they are currently contracted.

Given the need to secure additional long-term organics processing capacity, ZWS staff contacted several composting facilities in the region to evaluate available options. Staff reviewed proposed gate rates, processing capacity, and transportation costs in coordination with Recology Sonoma Marin, which contracts with ZWS to transport organic materials from the transfer stations to processing facilities. Based on this evaluation, staff determined that entering into an agreement with Republic Services, Inc. represents the most cost-effective and operationally feasible option. The selected facility is located in Richmond and provides reliable, excess, regional processing capacity.

III. DISCUSSION

The new agreement with Republic Services, Inc. establishes a term of 3 years from April 1, 2026 to March 31, 2029, with options to extend for 5 additional 1-year periods upon mutual agreement. The facility has agreed to accept between 54 tons and 110 tons of organic materials per day, with a minimum of 15,000 tons per year and a maximum of 25,000 tons per year. The facility will also make available 5,000 tons of finished compost per calendar year, although ZWS will be responsible for trucking costs.

The agreement between ZWS and Republic Services, Inc. will be finalized prior to the Board meeting and distributed separately for Board review.

IV. FUNDING IMPACT

ZWS shall compensate Republic Services, Inc. \$76.50 per ton of organic materials.

V. ATTACHMENTS

- Resolution Authorizing the Agreement for Short-Term Organic Materials Processing Services with Republic Services, Inc.
- Agreement for Short-Term Organic Materials Processing Services with Republic Services, Inc.

Resolution No.: 2026-04

Dated: February 19, 2026

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (“SCWMA”), ALSO KNOWN AS ZERO WASTE SONOMA, (“ZWS”) AUTHORIZING AN AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES WITH REPUBLIC SERVICES, INC. (“CONTRACTOR”)

WHEREAS, ZWS and Contractor agree to a new term of April 1, 2026 to March 31, 2029, with the option to extend for 5 additional 1-year periods by mutual agreement; and

WHEREAS, the per ton rate shall be \$76.50 effective April 1, 2026; and

WHEREAS, the annual rate adjustment will be increased by the annual average of the Consumer Price Index (CPI), not to exceed 4%; and

WHEREAS, Contractor shall accept between 54-110 tons per day of organic materials, and a minimum of 15,000 tons per year, but not more than 25,000 tons per year; and

WHEREAS, Contractor shall make available 5,000 tons of finished compost per calendar year to ZWS at no additional cost.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby authorize ZWS’s Executive Director to execute the Agreement for Short-Term Organic Materials Processing Services with Republic Services, Inc.

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: FEBRUARY 19, 2026

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



Agenda Item #: 4.5
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 02/19/26
Approved By: LL

ITEM: Agreement for Short-Term Organic Materials Processing Services with Pacific Recycling Solutions, Inc. DBA Pacific Organics Solutions

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Agency's Executive Director to execute the Agreement with Pacific Recycling Solutions, Inc. DBA Pacific Organics Solutions.

II. BACKGROUND

After the closure of the Sonoma Compost facility in 2015, the Agency's Board of Directors approved short-term agreements with Redwood Landfill, Inc. and Cold Creek Compost, Inc. to process organic materials generated by Sonoma County residents. At the February 19, 2026, regular meeting, the ZWS board approved a new agreement with Redwood Landfill, Inc., which included a significant reduction of organic materials accepted at their composting facility, from 50,000 tons to 27,500 tons per year. Cold Creek indicated that they would not be able to accept additional material beyond what they are currently contracted.

Given the need for increased processing capacity, ZWS staff reached out to other composting facilities in the region. Based on the gate rates provided and in coordination with Recology Sonoma Marin, with whom ZWS contracts to transport organic materials from the transfer stations to the composting facilities, ZWS staff chose to move forward with Pacific Organics Solutions. Their facility is located south of the City of Ukiah, but they have limited capacity to process organic materials and must transload farther to their sister facility at Quackenbush Mountain Resource, which is east of Clearlake. The gate rate in the agreement includes the staff and transportation costs of transloading from Ukiah to Clearlake.

III. DISCUSSION

The new agreement with Pacific Organics Solutions establishes a term of 3 years from April 1, 2026 to March 31, 2029, with options to extend for 5 additional 1-year periods upon mutual agreement. The facility has agreed to accept between 36 tons and 110 tons of organic materials per day, with a minimum of 12,000 tons per year and a maximum of 30,000 tons per year. The facility will also make available 5,000 tons of finished compost per calendar year, although ZWS will be responsible for trucking costs.

IV. FUNDING IMPACT

ZWS shall compensate Pacific Organics Solutions \$96.90 per ton of organic materials.

V. ATTACHMENTS

- Resolution Authorizing the Agreement for Short-Term Organic Materials Processing Services with Pacific Recycling Solutions, Inc. DBA Pacific Organics Solutions
- Agreement for Short-Term Organic Materials Processing Services with Pacific Recycling Solutions, Inc. DBA Pacific Organics Solutions

Resolution No.: 2026-05

Dated: February 19, 2026

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (“SCWMA”), ALSO KNOWN AS ZERO WASTE SONOMA, (“ZWS”) AUTHORIZING AN AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES WITH PACIFIC RECYCLING SOLUTIONS, INC. DBA PACIFIC ORGANICS SOLUTIONS (“CONTRACTOR”)

WHEREAS, ZWS and Contractor agree to a new term of April 1, 2026 to March 31, 2029, with the option to extend for 5 additional 1-year periods by mutual agreement; and

WHEREAS, the per ton rate shall be \$96.90 effective April 1, 2026; and

WHEREAS, the annual rate adjustment will be increased by the annual average of the Consumer Price Index (CPI), not to exceed 4%; and

WHEREAS, Contractor shall accept between 36-110 tons per day of organic materials, and a minimum of 12,000 tons per year, but not more than 30,000 tons per year; and

WHEREAS, Contractor shall make available 5,000 tons of finished compost per calendar year to ZWS at no additional cost.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby authorize ZWS's Executive Director to execute the Agreement for Short-Term Organic Materials Processing Services with Pacific Recycling Solutions, Inc. DBA Pacific Organics Solutions

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: FEBRUARY 19, 2025

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

AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES

between

**SONOMA COUNTY WASTE MANAGEMENT AGENCY
(also known as Zero Waste Sonoma)**

&

**Pacific Recycling Solutions, Inc. DBA Pacific Organics
Solutions**



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AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES

This Agreement for Short-Term Organic Materials Processing Services ("Agreement") is made and entered into as of the 19th day of February, 2026 by and between the Sonoma County Waste Management Agency, a California Joint Powers Authority, hereinafter "SCWMA", and Pacific Organics Solutions, hereinafter "Contractor".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- That SCWMA desires to engage Contractor to render processing services for Organic Materials generated from the SCWMA Member Agencies;
- That Contractor is qualified to provide such Services to the SCWMA; and
- That SCWMA has elected to engage the Services of Contractor upon the terms and conditions as hereinafter set forth.

ARTICLE 1. DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 Actions means all actions including claims, demands, causes of action, suits, mediation, arbitration, hearings, investigations, inquiries and proceedings, whether legal, judicial, quasi-judicial, governmental or administrative in nature and whether threatened, brought, instituted or settled.

1.02 Agreement means this Agreement between the SCWMA and Contractor, including all exhibits, schedules and attachments (which are hereby incorporated in this Agreement by this reference), as this Agreement may be amended and supplemented.

1.03 Alternative Daily Cover (ADC) means cover material used at a Disposal Site, other than at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control blowing litter, fires, odor, scavenging, and vectors.

1.04 Alternative Intermediate Cover (AIC) means CalRecycle-approved materials other than soil used at a landfill on all surfaces of the fill where no additional Solid Waste will be deposited within one hundred eighty (180) days. Generally, these materials must be



processed so that they do not allow gaps in the face surface, which would provide breeding grounds for insects and vermin.

1.05 Applicable Law includes without limitation, AB 341, AB 876, AB 901, AB 939, AB 1594, AB 1826, SB 1016, SB 1383 and all amendments and related subsequent legislation, as well as all laws, statutes, ordinances, municipal, state, and federal authorities and all judgments, decrees, injunctions, writs and orders of any court, arbitrator or state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and all rules, regulations, orders, written interpretations, directives, licenses and permits of any state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government applicable to Contractor or its property or in respect of its operations hereunder.

1.06 Assignment means:

- a) A sale, exchange or other transfer of at least fifty-one percent (51%) of Contractor's assets dedicated to service under this Agreement to a third party;
- b) A sale, exchange or other transfer of outstanding common stock of Contractor to a third party, provided the sale, exchange or transfer results in a change of control of Contractor (with control being defined as ownership of more than forty-five percent (45%) of Contractor's voting securities);
- c) Any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of Contractor;
- d) Any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and
- e) Any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of Contractor.

1.07 Beneficial Reuse Purposes means use of material for beneficial reuse, which shall include, but not be limited to, the following: Alternative Daily Cover, Alternative Intermediate Cover, final cover foundation layer, liner operations layer, leachate and gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping.



1.08 **Calendar Year** means a successive period of 12 months commencing on January 1 and ending on December 31.

1.09 **CalRecycle** means California's Department of Resources Recycling and Recovery, that administers and provides oversight for all of California's state-managed waste handling and recycling programs and any successor agency.

1.10 **Central Disposal Site** means the parcel containing the Sonoma County Landfill, operated by Republic Services and located on 500 Mecham Road.

1.11 **Collections Company** means the company contracted by each Member Agency for the collection of Organic Materials.

1.12 **Compostable Plastic** means a plastic designed to undergo a significant change in its chemical structure during its residency in a compost process such that the material has undergone biological degradation during composting to yield carbon dioxide, water, inorganic compounds and biomass at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues. Plastics that do not completely degrade during the compost process are not Compostable Plastics.

1.13 **Composting** is the biological decomposition of organic material under aerobic conditions in a self-limiting biological process performed at above 55 degrees Celsius for a period of at least 3-days. The composting process occurs when conditions are created in organic materials to balance and optimize air distribution, temperature control, nutrient availability, moisture content, and pH to encourage the increased natural decomposition rate of the material. The composting period is usually defined as the period of time necessary to reduce the compost pathogen concentrations to a level below the limits defined in CCR Title 14 Article 7 Section 17868.3 - Pathogen Reduction. The process and methodologies used to reduce the pathogen concentrations below the limits prescribed in CCR Title 14 Article 7 Section 17868.3 is generally referred to as the Process For Pathogen Reduction (PFRP) and defines the length of time and temperature necessary for an organic material to complete the compost process. After the PFRP is completed a compost product is produced and is typically (but not always) allowed to cure into a matured compost for later sale.

1.14 **Contamination or Contaminant** are materials that cannot be readily composted, or difficult to compost, at the Organic Materials Processing Facility, and include: human-made inert material contained within Organic Materials or Compost such as glass, metal, and plastic, concrete, hazardous materials such as batteries and electronic waste; certain natural materials such as rock and soil; and certain organic materials which are difficult to process into Compost such as palm, cactus, and yucca.

1.15 **Contractor** means Pacific Recycling Solutions, Inc. DBA as Pacific Organics Solutions, a corporation organized and operating under the laws of the State of California.



1.16 **Direct Cost** means Contractor's reasonable costs incurred for materials testing, sorting, or cleaning. Direct Cost of labor and equipment use does not include profit, overhead or administrative expense.

1.17 **Disposal** means the management of solid waste through landfilling or transformation at permitted solid waste facilities.

1.18 **Diversion (Divert)** means to divert from Disposal or use anywhere at or on a landfill through source reduction, reuse, recycling, and composting.

1.19 **Effective Date** means the later date of execution by the SCWMA or Contractor on the execution page of this Agreement.

1.20 **Excessive Residual** is calculated as the number of Tons of Residual per quarter minus 10% of the total quarterly outbound Tonnage.

1.21 **Food Scraps** means meat, fish, dairy, fruit, vegetable and grain waste resulting from food production, preparation, cooking, storage, consumption or handling. Food Scraps excludes Compostable Plastics but includes food-soiled paper products which complexly degrade during the composting process. Food Scraps does not include Contaminants.

1.22 **Governmental Fees** are fees or taxes imposed upon Organic Materials Processing Facility by any governmental body or Regulatory Agency, other than those imposed upon the Organic Materials Processing Facility in connection with the repair, remediation, improvement, addition, or expansion of the Organic Materials Processing Facility.

1.23 **Green Waste** means vegetative matter resulting from normal yard and landscaping maintenance that is not more than 4 feet in its longest dimension or 12 inches in diameter, but excludes Contaminants such as palm, cactus and yucca. Examples of Green Waste are grass cuttings, weeds, leaves, weeds, pruning, and branches of acceptable size.

1.24 **Holidays** are defined as New Year's Day, Easter Sunday, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

1.25 **Hazardous Substance** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§2S115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes



or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.26 Liabilities mean all liabilities, including:

- a) Actions;
- b) Awards, judgments and damages, both:
 - i. actual damages, whether special and consequential, in contract or in tort, such as natural resource damages, damage for injury to or death of any Person; and damage to property; and
 - ii. punitive damages;
- c) Contribution or indemnity claimed by Persons other than the Parties; Injuries, losses, debts, liens, liabilities,
- d) Costs, such as response remediation and removal costs,
- e) Interest,
- f) Fines, charges, penalties, forfeitures and
- g) Expenses such as attorney's and expert witness fees, expenditures for investigation and remediation, and costs incurred in connection with defending against any of the foregoing or in enforcing Indemnities.

1.27 Material Change in Law. Any change in (or any new) Applicable Laws, applicable on or after the Effective Date, that applies to this Agreement, to the Solid Waste industry (including, for the avoidance of doubt and without limitation, changes to the California Integrated Waste Management Act (CIWMA), changes to CalRecycle regulations, or changes to other Applicable Laws relating to any aspect of "Solid Waste handling," "Solid Waste disposal" or "Solid Waste facilities," as such terms are defined by CalRecycle). Material Change in Law shall not include any modifications to the Exhibits to this Agreement, as allowed under the terms of this Agreement.

1.28 Maximum Vehicle Turnaround Time means a monthly average of 30 minutes or less, measured from the time a vehicle enters either the Organic Materials Processing Facility property and until it exits the Organic Materials Processing Facility property, including but not limited to gross and net weights, tipping and transportation throughout the facility.

1.29 Member Agency/Agencies means any one of the public entities which are signatories to the Joint Exercise of Powers Agreement of the Sonoma County Waste Management Agency (SCWMA).

1.30 Monthly Report is described in **Exhibit B**, Reporting to the SCWMA.



1.31 **Mixed Organic Materials** means loads of material delivered Contractor's Organic Materials Processing Facility, consisting of commingled Food Scraps and Green Waste, which have been separated by the residential generator and set out for Collection and Processing

1.32 **Organic Materials** means segregated Wood Waste, segregated Green Waste, Mixed Organic Materials, and Commercial Food Scraps.

1.33 **Organic Material Type** means segregated Wood Waste, segregated Green Waste, Mixed Organic Materials, and Commercial Food Scraps.

1.34 **Organic Materials Processing Facility** means Pacific Organics Solutions at 3515 Taylor Dr, Ukiah, CA 95482, the facility that will Process and market the Organic Materials from the SCWMA.

1.35 **Overs** means pieces of composted material that are left "over" after the screening of finished Compost, and consists mainly of woody pieces of organic matter and film plastic. Overs may be mixed back in with the compost feedstock as a bulking agent and reprocessed to improve porosity and airflow in the incoming feedstock, used on top of the compost piles as a biofilter, sold to third parties as a mulch or biofuel or used in the landfill as ADC or erosion control, or disposed if the concentration of film plastic and other Physical Contaminants render it unfeasible for other uses. Typically, Overs range in size from 6-inches to 3/8" depending on screening and grinding operation utilized in the compost process and have a high concentration of film plastic within.

1.36 **Party or Parties** refers to the SCWMA and Contractor, individually or together.

1.37 **Permits** means all federal, State, SCWMA, other local and any other governmental unit permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Services, as renewed or amended from time to time.

1.38 **Person(s)** includes an individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, local governments and municipalities and special purpose districts and other entities.

1.39 **Processed OR Processing** means subjected to a process to transform Organic Materials into a Compost Product, a mulch product for land application (other than at a landfill), or for use as biofuel, anaerobic digestion or other conversion technologies (in accordance with CalRecycle regulations so that such materials are considered diverted and recycled), and includes removal of Residual. Process OR Processing further means the process conducted by the Organic Materials Processing Facility, as described in the facility's Report of Compost Site Information that is submitted to CalRecycle.

1.40 **Quarterly Report** is described in **Exhibit B**, Reporting to the SCWMA.



1.41 **Rate** means the amount established under Article 4, Contractor Compensation and **Exhibit A**, Organic Materials Rates, of this Agreement to be charged to the SCWMA by Contractor for Processing of Organic Materials.

1.42 **Regulatory Agency** means any federal, State or local governmental agency, including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, California Air Resources Board, regional water quality management districts, California Department of Toxic Substances, CIWMB, the Local Enforcement Agency, federal and State Environmental Protection Agencies and other federal or State health and safety department, applicable to Services.

1.43 **Records** means all ledgers, book of account, invoices, vouchers, canceled checks, logs, correspondence and other records or documents of Contractor evidencing or relating to Rates, Tonnage of Organic Materials, satisfaction of Contractor's obligations under this Agreement and performance of the terms of this Agreement, damages payable under this Agreement and Contractor defaults as described and defined in Article 7.

1.44 **Residual** means all Solid Waste, Contaminants and other materials, excluding Overs and Organic Materials (other than trace amounts), removed from Organic Materials during, before, or after Composting. Residual may be landfilled or used as ADC or sent for other appropriate use, such as biofuel.

1.45 **SCWMA** means the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma.

1.46 **Services** means the Organic Materials processing services described in Section 3.01.

1.47 **Solid Waste** means and includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as defined in California Public Resources Code §40191 as that section may be amended from time to time. For the purposes of this Agreement, "Solid Waste" does not include Hazardous Substances, low-level radioactive waste, medical waste, or Organic Materials.

1.48 **Start Date** means April 1, 2026, the date on which Contractor will begin accepting Organic Material under the terms of this Agreement.

1.49 **Subcontractor** means any Person to which Contractor subcontracts any portion of the Services, whether pursuant to formal, written agreement or otherwise.

1.50 **Term** is defined in Article 2.01



1.51 **Ton (or Tonnage)** means a short Ton of 2,000 standard pounds where each pound contains 16 ounces.

1.52 **Transfer (or Transferring or other variations thereof)** means transferring of Organic Materials at a transfer station, from residential collection vehicles, commercial collection vehicles and self-haulers into Transport vehicles.

1.53 **Transfer Company** means the Person that SCWMA directs pursuant to the Operating Agreement to Transport Organic Materials from transfer stations to the Organic Materials Processing Facility.

1.54 **Transfer Vehicle** means a tractor and trailer designed to haul Organic Materials to the Organic Materials Processing Facility.

1.55 **Transport (or Transportation)** means the transportation of Organic Materials to the Organic Materials Processing Facility.

1.56 **Violation** means any notice, assessment or determination of non-compliance with Applicable law from any Regulatory Agency to Contractor, whether or not a fine or penalty is included, assessed, levied or attached.

1.57 **Wood Waste** means loads of material delivered to Contractor's Organic Materials Processing Facility consisting of wood materials (excluding unprocessed logs) which have no paint, varnish, finishes, glues, or treatments, and which have been separated by the generator and set out for Collection and Processing.

ARTICLE 2. TERMS AND CONDITIONS OF AGREEMENT

2.01 Term of Agreement. Said Services shall commence on April 1, 2026 and shall continue for a period of three (3) years, through March 31, 2029. The end of the term may be extended by mutual agreement for five (5) one (1) year periods upon written notice by the SCWMA and acceptance of such request by Contractor.

2.02 Authorization and Termination. This Agreement becomes effective when endorsed by both Parties in the space provided below.

ARTICLE 3. OBLIGATIONS OF CONTRACTOR

3.01 Scope of Processing Services. The services to be performed by Contractor under this Agreement shall be to accept, process, and market Organic Materials generated from the



SCWMA's Member Agencies. The provisions of this Article are only applicable after the Start Date.

3.01.1 Starting on the Start Date until this Agreement is terminated, SCWMA Member Agencies shall deliver to the Organic Materials Composting Facility, and Contractor shall accept between 36 Tons to 110 Tons per day of Organic Materials. SCWMA shall deliver a minimum of 12,000 Tons per year of Organic Materials. Further, Contractor is not obligated to accept more than 30,000 Tons per year of Organic Materials. SCWMA Member Agencies shall use good faith efforts to deliver a consistent amount of Organic Materials hereunder so that Contractor may properly plan for such deliveries, and shall communicate such plans to Contractor. The SCWMA Member Agencies are obligated to deliver (and Contractor shall receive) materials on days that the Organic Materials Processing Facility is operating (as described in Section 3.05, Days and Hours of Operations).

3.01.2 Contractor and SCWMA expressly agree that nothing in this Agreement guarantees to Contractor any minimum amount of such waste.

3.02 Processing Standards. The following processing standards shall be met by the Organic Materials Processing Facility, at a minimum:

3.02.1 Pre-processing activities shall include, but not be limited to, the inspection for and removal of Contamination.

3.02.2 Processing shall be accomplished by the use of recognized processing methods, which have been demonstrated to be able to consistently produce stable, mature Compost Products or end products.

3.02.3 Post-Composting Processing activities shall include screening to remove plastics and other Contaminants from the Compost Product or end product.

3.02.4 100% of the Organic Materials accepted at the facility from SCWMA, not including Contamination shall be Processed and marketed for use as compost, mulch, or soil amendment. Residuals may be disposed, used as ADC, erosion control or sent to other appropriate uses as defined by the Contractor. Overs may be mixed back in with the compost feedstock as a bulking agent and reprocessed to improve porosity and airflow in the incoming feedstock, used on top of the compost piles as a biofilter, sold to third parties as a mulch or biofuel or used in the landfill as ADC or erosion control, or disposed if the concentration of film plastic and other Physical Contaminants render it unfeasible for other uses.

3.02.5 Contractor is responsible for processing Organic Materials into a marketable product and transporting and marketing of all end products at the risk, expense and profit or loss of the Contractor, subject to **Exhibit A**.

3.02.6 Compost products for marketing shall conform with the Compost Quality



Specifications and at a minimum should be CDFA-approved. If multiple product lines are provided, Contractor shall comply with the Compost Quality Specification for each product line, in alignment with the proposed and projected quantities of each product line to be produced. These estimates may be adjusted upon Contractor's request and the approval of the SCWMA.

3.03 Contractor shall provide adequate signage for flow of traffic at Organic Materials Processing Facility.

3.04 Permits and Compliance. Contractor will comply with all Permits, including any mitigation measures related to the operation and maintenance of the Organic Materials Processing Facility. Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or violation of Permits or failure to obtain Permits, unless caused by SCWMA's or a third party's breach, negligence, or violation of applicable law. Under no circumstances shall any provision of this Agreement obligate Contractor to violate any of its Permits.

3.04.1 Contractor shall site, own, and operate the Organic Materials Processing Facility that is permitted by CalRecycle and maintain this designation throughout the term of the Agreement. Contractor is not required to own the site, but ownership status of the site shall not affect Contractor's ability to perform its obligations under this Agreement. The Organic Materials Processing Facility Permit must include the ability to accept Mixed Organic Materials. Contractor must notify SCWMA before accepting any shipments if there is any change in such status.

3.04.2 Compliance with all Applicable Laws and Regulations. Contractor and SCWMA shall comply with all Federal, State, and/or Local Regulations in the performance of this Agreement. These laws may include but are not limited to: CalRecycle Facility Permit, Water Board Permit, Air District Permit, Land Use Permit, Emergency Management and Contingency Plan, and State and Local Fire Code. The Contractor shall comply with Federal and State regulatory standards for compost operation, pollutant concentrations, pathogen reduction, monitoring, recordkeeping, and reporting.

3.04.3 Notification of Violations. Contractor shall provide copies of any notices of violation that it receives (or that any Subcontractor receives and that are provided to Contractor) from any Regulatory Agency during the term of this Agreement related to the operation of the Organic Materials Processing Facility or the performance of the Services. Contractor shall provide SCWMA copies within three (3) business days of receiving them.

3.04.4 Site shall at all times be accessible to enforcement and inspection personnel from regulatory and enforcement agencies.

3.05 Days and Hours of Operation. Contractor will operate the Organic Materials Processing Facility for the receipt of SCWMA's Organic Materials between the hours of 6:00 am – 3:00 pm, Monday – Friday. Organic Materials Processing Facility will be closed on Holidays.



3.06 Traffic Control and Direction. Contractor will direct on-site traffic to appropriate unloading areas and provide a safe working environment. Contractor will provide necessary signs and personnel to assist drivers to proper unloading areas. Contractor will operate the Organic Materials Processing Facility so that the conditions of the Maximum Vehicle Turnaround are met and the SCWMA's Transfer Company or Collections Company(ies) vehicles are processed, unloaded and exit without delay from the facility no longer than 30 minutes from arrival at the Contractor's scales. Contractor will not exceed this time by more than 5 times per month. The calculation of the times will be based on time stamp tickets at the scale house.

3.07 Scale Operation.

3.07.1 Maintenance and Operation. Contractor will maintain or provide for State-certified scales that link to a centralized computer recording and billing system and that account for tracking of the inbound and outbound times, date of receipt, documentation of Rate charged, Organic Material Type, origin of material, and invoice number. Contractor will operate scales during Organic Materials Processing Facility receiving hours established in Section 3.5. Contractor will provide the SCWMA with access to weighing report promptly upon SCWMA's request, and no later than three (3) days following such request.

3.07.2 Scale house operators will inspect material in vehicles, weigh and record quantity and type, and enter into a computer system that will compile information into various reports.

3.07.3 Vehicle Tare Weights. When Transfer Company or Collections Company(ies) place new vehicles into service, Contractor or scale operator will promptly weigh the new vehicle and determine its unloaded ("tare") weight(s). Contractor or scale operator will record tare weight, hauler name, and vehicle identification number. Within 10 calendar days of weighing, Contractor will provide the SCWMA and Transfer Company or Collections Company(ies) with a report listing vehicle tare weight information. Contractor will have the right to request re-determination of tare weights of vehicles twice each Calendar Year. If there is reasonable suspicion or evidence that tare weights are not accurate, Transfer Company or Collections Company(ies) may request re-determination of tare weights, in which case Contractor will promptly re-determine tare weights for requested vehicles up to 4 times per Calendar Year. Contractor may update tare weights (at its own initiative) more frequently.

3.07.4 Testing. Contractor or scale operator will test and calibrate all scales in accordance with Applicable Law, but at least every 12 months. Upon SCWMA request, Contractor will promptly provide the SCWMA with copies of test results. Contractor or scale operator will further test and calibrate any or all scales within 5 calendar days of SCWMA direction. If test results indicate that the scale or scales complied with Applicable Law, the SCWMA will reimburse Contractor or scale operator the Direct Costs of the tests. If the test results indicate that the scale or scales did not comply with Applicable Law, Contractor or scale



operator will bear the entire costs thereof and Contractor or scale operator will at its own cost adjust and correct, consistent with the results of that test, all weight measurements recorded and Organic Materials Rates calculated, charged and paid, as the case may be, from the date of SCWMA's direction.

3.07.5 Weighing Standards and Procedures. Contractor will use the scale house(s) to weigh vehicles and charge Organic Materials Rates. Contractor will charge the SCWMA based on the Tonnage of SCWMA's Transfer Company or Collections Company(ies) deliveries to the Organic Materials Processing Facility and the Rate as set in **Exhibit A** and adjusted under the terms of this Agreement. Contractor or scale operator will weigh and record inbound weights of all Transfer Company's or Collections Company(ies)'s vehicles when the vehicles arrive at the Organic Materials Processing Facility and weigh and record outbound weights of vehicles for which Contractor or scale operator does not maintain tare weight information. Contractor or scale operator will provide each driver with a receipt showing the date, time, and quantity of SCWMA's Plants and Organic Materials that the vehicle delivered to the Organic Materials Processing Facility.

3.07.6 Records and Reporting. Contractor will maintain scale records and reports that provide information including date of receipt; inbound time; origin, destination and weight of inbound and outbound loads; inbound and outbound weights of vehicles; and vehicle identification number.

3.07.6.1 Contractor will provide the SCWMA with a detailed Monthly Report as described and exemplified in **Exhibit B**, Reporting to the SCWMA.

3.07.7 Safety. The Contractor will conduct operations of Organic Materials Processing Facility in a safe manner, in accordance with Applicable Law and insurance requirements provided in Article 5, Indemnity and Insurance.

3.08 Contamination and Load Rejection. Contractor shall describe a protocol, including a Contamination threshold, surcharge, and methodology for identifying reject-able loads at the scale house. Such Contamination monitoring should be accompanied with detailed recordkeeping that is maintained at all times on site.

3.08.1 Any load containing in excess of 1% by weight Contamination threshold shall be classified as Solid Waste and loaded onto the Transfer Company or Collections Company(ies)'s vehicles for backhaul to the Central Disposal Site at no cost to Contractor. In addition, SCWMA will reimburse contractor \$200 per load for reloading the material.

3.08.2 For loads that exceed the 1% by weight Contamination threshold as determined by visual inspection, but which are salvageable by sorting Contamination out of the load, SCWMA and POS may, by mutual agreement, choose to have the Contractor sort contamination from the load so that it falls below the established contamination threshold. For loads that are sorted to remove excessive Contamination, the SCWMA will reimburse



Contractor on a time and materials basis for the Direct Cost of handling of the excessive Contamination (e.g., sorting, transportation and disposal); at a rate of \$85.00 per hour, with a minimum charge of \$200 per load. The Contractor shall retain auditable records of these direct costs for applicable loads of Contamination. It is understood that Contamination removed by Contractor will not be processed over a sort line or mechanical screens and will include some de minimus amounts of Organic Materials that cannot be efficiently separated from Contamination.

3.09 Right to Enter Facility and Observe Operations. The SCWMA and its designated representative(s) may enter, observe and inspect the Organic Materials Processing Facility at any time during operations; conduct studies or surveys of the Organic Materials Processing Facility; and meet with the manager(s) or his or her representatives at any time; provided that the SCWMA and its representatives comply with Contractor's reasonable safety and security rules and will not interfere with the work of the Contractor or its subcontractors. However, if the Organic Materials Processing Facility manager or other management personnel are not present at the Organic Materials Processing Facility when the SCWMA or its designated representative(s) visit without prior announcement, Contractor may limit the visit of the SCWMA or its designated representative to the public areas of the facility. In that event, Contractor will arrange for SCWMA or its designated representative(s) to return for a full site visit of the entire Organic Materials Processing Facility within 24 hours of the SCWMA's initial visit. Upon SCWMA direction, Contractor will make personnel available to accompany SCWMA employees on inspections. Contractor will ensure that its employees cooperate with the SCWMA and respond to the SCWMA's reasonable inquiries.

3.10 Compost Giveaway. Contractor shall make available 5,000 tons of compost per calendar year at no additional cost to the SCWMA or the ratepayers.

ARTICLE 4. CONTRACTOR COMPENSATION

4.01 General. The Contractor will perform all of its obligations, responsibilities and duties under this Agreement, including paying costs associated with obtaining and complying with all Permits operating the Organic Materials Processing Facility in full compliance with Applicable Laws.

4.02 Processing Rate; Annual Rate Adjustments. The Contractor will be compensated on a per Ton basis for Materials delivered by the Transfer Company or Collections Company(ies) and accepted by Contractor for Processing. **Exhibit A**, Rates, provides the initial Rates by Organic Material Type. Such rates shall be increased annually as set forth in **Exhibit A**.

4.03 Invoicing. On or before the 15th of each month, Contractor will invoice the SCWMA in amounts equal to the applicable Rates listed in **Exhibit A** for the prior month's Organic Materials delivered to the Organic Materials Processing Facility. Invoices will be in a



form satisfactory to SCWMA. All undisputed amounts shall be payable by SCWMA within 60 calendar days of receipt of the invoice. For example, for processing provided in July, Contractor will invoice SCWMA on or before August 15 and payment will be due and payable by SCWMA on or before October 15. Contractor may deliver to SCWMA a notice of late payment for a given monthly invoice 50 calendar days after the date of generation of the invoice. Contractor's invoices shall be deemed delinquent if not paid within ten (10) calendar days of the date of the notice of late payment. Thereafter, the delinquent invoice shall bear interest on the unpaid balance at a rate not to exceed one and one-third percent (11/3%) per month.

ARTICLE 5. INDEMNITY AND INSURANCE

5.01 Indemnification. Contractor shall defend, with counsel reasonably acceptable to SCWMA, indemnify and hold harmless, to the fullest extent allowed by law, SCWMA, its Member Agencies, its officers, officials, employees, volunteers, agents and assignees (collectively, "Indemnitees"), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) (collectively, "Loss") arising or resulting from:

5.01.1 the operation of Contractor, its agents, employees, and/or Subcontractors, in exercising the privileges granted to it by this Agreement;

5.01.2 the failure of Contractor, its agents, employees, and/or Subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses;

5.01.3 the acts of Contractor, its agents, employees, and/or Subcontractors in performing Services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such Loss is also caused in part by any of the Indemnitees' negligence;

5.01.4 The Loss indemnifiable under the foregoing indemnity may include, but is not limited to, Loss arising out of or resulting from the following:

5.01.4.1 Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, SCWMA, or any Subcontractor, or damage to property of anyone, caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable;



5.01.4.2 Penalties threatened, sought, or imposed on or against SCWMA by reason of the violation by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute;

5.01.4.3 Alleged infringement of any intellectual property rights which may be brought arising out of Contractor's work;

5.01.4.4 Claims and liens for labor performed or materials used or furnished to be used on the job by Contractor, including all incidental or consequential damages from such claims or liens;

5.01.4.5 Contractor's failure to fulfill any of the covenants set forth in the Agreement;

5.01.4.6 Failure of Contractor to comply with the provisions of the Agreement relating to insurance; and,

5.01.4.7 Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

5.01.4.8 The indemnities set forth in this Article shall not be limited by the insurance requirements set forth in the Agreement.

5.01.4.9 Contractor's indemnification of Indemnitees will not include indemnification for Loss which arises as the result of an Indemnitee's breach of this Agreement, or the negligence or misconduct of Indemnitees.

5.01.5 Environmental Indemnity. Contractor shall indemnify, defend with counsel reasonably acceptable to Contractor and the SCWMA, and hold harmless, at Contractor's sole cost and expense, the SCWMA, its Member Agencies, officers, officials, employees, volunteers and agents, and the SCWMA's Board (collectively, "Environmental Indemnitees") from and against any and all claims, damages, injuries, costs (including and without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including reasonable attorneys' and expert witness fees, expenditures for investigation and remediation) and costs of any kind whatsoever ("Losses"), paid, imposed upon, incurred, or suffered by or asserted against any of the Environmental Indemnitees by any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding, or order relating to, or arising from, directly or indirectly, Contractor's alleged failure or actual failure to comply with the environmental laws and regulations. This indemnification will not extend to environmental claims to the extent they are caused by the sole or joint or contributory negligence or intentional misconduct or omission of Contractor or the SCWMA, and each of their officers, employees or agents. This provision is in



addition to all other provisions in this Agreement and is intended to survive the end of the term of this Agreement.

5.02 Contractor's obligation to defend, hold harmless, and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates liability and determines that Contractor is not liable to the claimant. Contractor shall respond within thirty (30) days to the tender of a claim for defense and indemnity by SCWMA, unless this time has been extended by SCWMA.

5.03 If Contractor fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, SCWMA may retain so much of the money due Contractor by virtue of this Agreement as shall reasonably be considered necessary by SCWMA, to cover all anticipated costs of the claim until final disposition has been made on the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.

5.04 With respect to third party claims against Contractor indemnifiable under this Article, Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

5.05 Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel reasonably acceptable to the SCWMA, and hold harmless the Indemnitees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, hazardous materials response, remediation and removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against SCWMA or its officers, officials, employees, agents, assigns, or successors (collectively, "Claims") arising from or attributable to any repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste released, threatened to be released, or spilled by Contractor under this Agreement, or disposed of by Contractor under this Agreement at any facility owned by Contractor or any of its affiliates. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code section 25364, to defend, hold harmless and indemnify the SCWMA from liability.

5.05.1 SCWMA shall fully cooperate with Contractor in defending such alleged violations, and Contractor shall not be responsible for additional payments to SCWMA for SCWMA cost or expense related to cooperating with Contractor in this capacity.



5.06 Consideration. It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

5.07 Obligation. The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance shall also be fully complied with as set forth in Section 5.11 below.

5.08 Subcontractors. The Contractor shall require all subcontractors to enter into an Agreement containing the provisions set forth in Article 5 in its entirety and in the preceding subsection in which Agreement the subcontractor fully indemnifies the SCWMA in accordance with this Agreement.

5.09 Exception. Contractor's obligation to indemnify, hold harmless and defend SCWMA, its officers and employees shall not extend to any loss, liability, penalty, damage, action, or suit arising or resulting from acts or omissions constituting a breach of this Agreement, willful misconduct or negligence on the part of the SCWMA its officers or employees.

5.10 Contractor Compliance. Contractor will comply with all requirements of Contractor's insurers and the insurance policies required under Section 5.11 below. Carrying insurance will not relieve Contractor from any obligations under this Agreement. Nothing in this Agreement may be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to Persons or property resulting from Contractor's or any Subcontractors' performance of Services.

5.11 Insurance. Contractor shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Contractor shall furnish SCWMA with certificates of insurance evidencing the required coverage.

5.11.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per accident.

5.11.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount of 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 SCWMA, and its Member Agencies, officers, and employees, 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 Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the SCWMA.
- d) This policy shall not be cancelled without first giving thirty (30) days prior written notice to the SCWMA, except that ten (10) days' notice shall be given for cancellation due to non-payment of premium.

5.11.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount of 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 without first giving thirty (30) days prior written notice to the SCWMA, except that ten (10) days' notice shall be given for cancellation due to non-payment of premium.

5.12 Pollution Liability Insurance. Contractor shall purchase and maintain in force for the duration of the Agreement term insurance for pollution legal liability applicable to bodily injury; property damage, cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the transporter's activity under this Agreement. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000 for claims arising within the SCWMA. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning from the time that work under this Agreement is completed. Said policy shall be endorsed with the following language:

This policy shall not be cancelled without first giving thirty (30) days prior written notice to SCWMA, except that ten (10) days' notice shall be given for cancellation due to non-payment of premium.

ARTICLE 6. ASSIGNMENT

6.01 No Assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Contractor without the express written consent of the SCWMA.



6.01.1 The SCWMA shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by Contractor.

6.01.2 Any assignment of this Agreement made by Contractor without the express written consent of the SCWMA shall be null and void and shall be grounds for the SCWMA to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the SCWMA under this Agreement to Contractor shall cease, and the SCWMA shall be free to negotiate with other contractors, Contractor, or any other person or company for the Services which are the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of Contractor.

6.01.3 In the event that the SCWMA agrees to an assignment of this Agreement to a qualified service provider, Contractor shall make payment to the SCWMA in a reasonable amount to be determined by the SCWMA for reimbursement of direct costs to SCWMA associated with the right to any such assignment

6.01.4 Payment will be made within thirty (30) days of SCWMA consent to assignment, and if full payment is not made then any such assignment shall be null and void.

6.01.5 The use of a Subcontractor to perform Services under this Agreement shall not constitute delegation of Contractor's duties, provided that Contractor has received prior written authorization from the SCWMA to subcontract such Services and the SCWMA has approved the Subcontractor who will perform such Services.

ARTICLE 7. DEFAULT AND TERMINATION

7.01 Default and Remedies. Each of the following shall constitute a default under this Agreement (a "Default"):

7.01.1 Fraud or deceit.

7.01.2 Failure to maintain insurance coverage described herein.

7.01.3 Contractor violation of orders or filings of a regulatory body having a material impact on Contractor's ability to perform its obligations as required by this Agreement.

7.01.4 Loss of Contractor's "Organic Materials Processing Facility" Permit.

7.01.5 Failure to perform Services as required by this Agreement for two (2) consecutive days or more or for any seven (7) days in a period of 30 days.



7.01.6 Failure to make reasonable efforts to divert and Process Organic Materials as required in Article 3 of this Agreement.

7.01.7 Failure of Contractor to provide reports and/or records as provided for in this Agreement.

7.01.8 Any act or omission by Contractor which violates the terms of this Agreement.

7.01.9 Any false or misleading representation of Contractor.

7.01.10 Filing of a voluntary petition for debt relief.

7.01.11 Bankruptcy of Contractor.

7.01.12 Contractor's failure to provide assurance of performance.

7.02 Contractor shall be given 30 days from notification by the SCWMA to cure any of the foregoing Defaults arising under this Agreement, except that, if such Default is not capable of being cured within 30 days, then (a) upon prior notice by Contractor that it is invoking this provision, the cure period shall be extended for an additional 30 days, provided that Contractor diligently pursues cure, and (b) if before the end of such additional 30-day period, Contractor submits to SCWMA a plan of cure acceptable to SCWMA in its sole discretion, then the cure period shall be as set forth in such plan of cure, provided that Contractor diligently pursues such cure.

7.03 In the event of Contractor's failure to cure said Default within the aforementioned cure period, the SCWMA may, at its option, immediately terminate this Agreement upon written notice to Contractor. This right of termination is in addition to any other rights of the SCWMA and the SCWMA's termination of this Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies the SCWMA may have.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

8.01 Legal Status. Contractor is a corporation or LLC organized and operating under the laws of the State of California.

8.02 Authorization. Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law to authorize the execution of this Agreement. The person signing this Agreement on behalf of Contractor has authority to do so.



8.03 Agreement Will Not Cause Breach. To the best of Contractor's and SCWMA's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement, nor the performance of this Agreement: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which Contractor or SCWMA is a party or by which Contractor or SCWMA or any of its properties or assets are bound, or constitutes a default thereunder.

8.04 No Litigation. To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the SCWMA in writing.

8.05 Ability to Perform. Contractor possesses the business, professional and technical expertise to manage, handle, treat, store, process, and recycle Organic Materials, and will possess the equipment, plant, materials, supplies, and employee resources required to perform this Agreement.

ARTICLE 9. GENERAL PROVISIONS

9.01 Entire Agreement. This Agreement represents the full and entire Agreement between the SCWMA and Contractor with respect to the matters covered herein.

9.02 Force Majeure. Neither party shall be in default under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, and volcanic eruptions, strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of Contractor. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance; provided, however, that labor unrest or job action directed at a third party over whom Contractor has no control, shall excuse performance.

9.03 A party claiming excuse under this Section must (i) have taken reasonable precautions to avoid being affected by the cause, and (ii) notify the other party in writing within



5 days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.

9.04 Notice Procedures. All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below, e-mailed to the e-mail address below, or sent via certified mail or Federal Express, or deposited in the United States mail, first class postage prepaid, addressed as follows:

SCWMA: **SONOMA COUNTY WASTE MANAGEMENT AGENCY**
Attention: Leslie Lukacs, Executive Director
Leslie.Lukacs@sonomacounty.gov
195 Concourse Blvd, Suite B
Santa Rosa, CA 95403

CONTRACTOR: **PACIFIC RECYCLING SOLUTIONS DBA PACIFIC ORGANICS
SOLUTIONS**
Attention: Bruce McCracken
Bruce.McCracken@wasteconnections.com
3201 Taylor Drive
Ukiah, CA 95482

9.05 The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

9.06 Notice shall be deemed given on the day it is personally delivered or e-mailed, or, if mailed, three calendar days from the date it is deposited in the mail.

9.07 Independent Contractor. Contractor is an independent contractor and not an officer, agent, servant or employee of the SCWMA. Contractor is solely responsible for the acts and omissions of its officers, agents, employees and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the SCWMA and Contractor. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which are accrued by SCWMA employees.

9.08 Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Agreement or any part thereof is, for any reason, held to be illegal, such decision shall not affect the validity of the remaining portions of this Agreement or any part thereof.



9.09 Waiver or Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

9.10 Forum Selection. Contractor and the SCWMA stipulate and agree that any litigation relating to the enforcement or interpretation of this Agreement, arising out of Contractor's performance, or relating in any way to the work, shall be brought to California State Courts in Sonoma County.

9.11 Third Party Beneficiaries. Contractor acknowledges and declares that separately the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, Windsor, and the County of Sonoma are and will be Third Party beneficiaries of this Agreement, included without limitation.

9.12 Court Costs and Attorney Fees. In the event legal action is instituted by either party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and actual costs in connection with such action.

9.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. For purposes of this Agreement, each of the signatories hereto agrees that a facsimile copy of the signature page of the person executing this Agreement shall be effective as an original signature and legally binding and effective as an execution counterpart thereof.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Leslie Lukacs, SCWMA Executive Director

Date: _____

Reviewed as to form:

Ethan Walsh, Agency Counsel

PACIFIC ORGANICS SOLUTIONS

By: _____
Mark Gingrich, Division Vice President

Date: _____



EXHIBIT A: RATES

- a) **Rates**. Contractor will be compensated \$96.90 per Ton for Organic Materials delivered to the Organic Materials Processing Facility.
- b) **Annual Rate Adjustments**. The Rates outlined above are for the period April 1, 2026 through December 31, 2026. Commencing July 1, 2027 and thereafter on each July 1, this Agreement is in effect, including any extension years, the rates stated above shall be increased by the CPI and transportation costs.
- c) **Transportation**: As of February 11, 2026, the hauling cost for Pacific Organics Solutions is \$400 per haul. Each year the transportation cost may adjust the per ton fee by no more than 4%. If transportation costs are increased, a letter from the 3rd party hauler will be provided for that additional cost. If the 3rd party hauling costs were to increase more than 4% per year, then POS will have the ability to come before the board to request an extraordinary adjustment.
- d) **CPI**. CPI percentage change in the Consumer Price Index All Urban Consumers - San Francisco, Oakland, San Jose California Id: CUUSA422SAO (CPI) between the base year, which shall be the prior preceding twelve (12) months from July 1 through June 30, and the preceding year ending December 31, subject to a **minimum increase of 2.5%** and a **maximum increase of 4%**. Any CPI increase above 4%, or below 2.5%, shall be carried forward and applied in future years to the extent the resulting annual adjustment would otherwise be less than 4%, provided that no annual adjustment exceeds the 4% cap.
- e) For the purposes of this calculation, CPI shall mean All Urban Consumers Index (CPI-U), All Items, for the San Francisco-Oakland-San Jose, CA, Base Period 1982 -1984 = 100, not seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics (or its successor).
- f) **Adjustment Due to Change in Law**. Should any new or increased governmental fees, taxes or other charges result in increased costs to Contractor, there will be an appropriate increase in the Rates paid by SCWMA hereunder, such that Contractor will fully recover such increased costs. SCWMA shall be notified in writing at least 30 days prior to any imposition of new or increased governmental fees.



EXHIBIT B: REPORTING TO THE SCWMA

Monthly Reporting

The amount of material shall be reported monthly, under the following categories:

- Incoming Tons by Member Agency and type of material delivered (by sector and Organic Waste Material Category); and
- Outgoing Tons by jurisdiction of origin, destination, and end-use (Residual, ADC, AIC, other Beneficial Reuse, or marketed).

In all cases, the reported figures must match those reported to the County, the State, and any permitting or regulatory bodies.

Incoming and outgoing Tons shall be measured by certified scales which meet the criteria set forth in Section 3.07. The SCWMA can request detailed Scales Reports to support this monthly data.

Contractor may resubmit reports within 3 work days of written notification from the Agency if corrections or modifications are needed.

Quarterly Report

In addition to the required Monthly Report data, which should be provided in the Quarterly Report by month, the Quarterly Report shall include a calculation of the 10% Residual Rate and any Excess Residual per the calculation methodology set forth in Section 3.02 and Article 2.

Report Structure

Reports shall be provided in electronic format, and data tables shall be provided in Microsoft Excel-compatible format.



ITEM: Discussion and Possible Action on the Fiscal Year 2026-27 ZWS Draft Budget

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board provide feedback on the FY 26-27 Zero Waste Sonoma Draft Budget with direction to return for final approval at the March meeting.

II. BACKGROUND

The FY 2026-27 Work Plan was approved at the January 15, 2026, Board meeting. This Work Plan serves as a key tool outlining contractor and staff costs for individual programs and planned projects for the upcoming fiscal year, marking the first step in the budget development process.

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

III. DISCUSSION

The FY 26-27 Draft Budget is focused on maintaining core ZWS programs and is similar to the FY 25-26 Budget. Overhead administration costs (Executive Director, Administrative Manager, Agency Clerk and shared office expenses) are distributed across all programs based on a percentage split. Due to increased tonnage last year, staff does not recommend increases to the Agency surcharge. Staff is recommending an increase to the Organics Tipping fee to account for the large increase to the gate rates and hauling rates for the green waste.

Staff is recommending we increase the Organics Tipping fee by an additional \$13.00/ton. This would bring the new tipping fee to \$102.75/ton. Staff hired R3 to evaluate the impact of this fee increase on residential customers. The increase would be between \$0.65 to \$0.97 per month, depending on cart size. If the Board approves the recommendation for an increase, staff will return in March for a published Fee Hearing.

Program items within the Draft Budget that have a change of \$10,000 and 5% has been explained in the Explanations and Details sections of the FY 26-27 Draft Budget.

ZWS is funded through a combination of tipping fees, surcharges, and grants. The Draft Budget uses annual tonnage projections to estimate revenue from tipping fees and the agency surcharge. To ensure a more balanced and reliable forecast, staff is basing the tonnage projection on a five-year average.

Revenue

- Notable changes in revenue are a decrease in grant funding (federal and state). Two state funded grants and one federal grant will be completed in FY 25/26.

- Staff is recommending an increase to the Organics tipping fee, which will result in a needed increase to revenue.
- Interest in Pooled Cash has increased over the years and the budget is showing a more accurate accounting of this.
- Rental Income is a new line item for the budget to account for the tenant at 195 Concourse Blvd. (aka Headquarters).
- Staff is requesting a small increase to the Debt Servicing contribution to fund the HHW facility design.

Expenditures

- With the purchase of Headquarters, staff has added increased funding to maintenance for any unexpected repairs that may arise, utilities, and janitorial services.
- Administration Services is increased based on the new year's calculation for benefits and salaries. ZWS is fully staffed and does not anticipate the need for new positions.
- Advertising/Marketing – the current fiscal year contained a larger budget for a one-time contamination outreach program. Staff recommends reducing the outreach in the new fiscal year.
- Client Accounting Services has been increased based on actual expenditures from last year.
- Rents and Leases have been increased to account for the HOA fees at Headquarters.

Conclusion

This budget reflects the changes needed to implement the programs outlined in the FY26/27 Work Plan. Between all funds, staff estimates a net cost (drawdown to reserves) of \$91,430 for the Fiscal Year. There is a proposed drawdown to the Contingency Reserves [\$173,706] and Debt Servicing Contingency [\$146,513] fund balances for one-time contingency fund projects. Staff believe it is a sensible budget that reflects the direction given to staff. Staff recommends the Board provide feedback on this budget with direction for staff to return at the March ZWS meeting for final approval.

IV. ATTACHMENTS

Final FY 2026-27 Budget
History and Fund Balances

Zero Waste Sonoma
FY 25-26 Final Budget Summary

		Organics 78111	H H W 78104	Ed & Outreach 78110	Organics Res. 78103	Contin. Res. 78109	Unfund Liab 78112	Debt Srv.R 78113	Total All Divisions
REVENUES									
42358	State Other Funding	-	87,720	177,440	-	-			265,160
42601	County of Sonoma	9,406,442	2,883,182	999,891	-	-			13,289,515
44002	Interest on Pooled Cash	-	40,000	-	150,000	70,000	25,000	55,000	340,000
44101	Rent/Rental Income	17,328	19,152	9,120					45,600
46029	Donations/Contributions	-	244,233	83,313	-	-			327,547
47101	Transfers In - w/in Fund	12,090	-	-	-	-		950,000	962,090
TOTAL REVENUES		9,435,860	3,274,288	1,269,765	150,000	70,000	25,000	1,005,000	15,229,912
EXPENDITURES									
51032	Janitorial	2,736	3,024	1,440					7,200
51041	Insurance - Liability	9,201	10,169	4,843	-	-			24,213
51071	Maintenance	9,500	20,500	5,000					35,000
51201	Administration Services	362,945	451,181	737,796	28,618	82,706		113,071	1,776,317
51205	Ad/Marketing Svc	5,000	26,000	14,500	-	-			45,500
51206	Accounting/Auditing Servic	18,903	11,718	5,580	1,000	1,000	1,000	1,000	40,201
51207	Client Accounting Services	25,460	28,140	13,400	-	-			67,000
51212	Legal Services	5,000	2,000	20,000	10,000	20,000			57,000
51213	Engineer Services	-	-	-	-	-			-
51214	Temp Services		-	-					-
51225	Training Services	-	2,400	-	-	-			2,400
51229	Hazardous Waste Disposal		32,500						32,500
51241	Outside Printing			3,500					3,500
51249	Other Professional Services	15,000	52,089	138,734	-	-			205,823
51401	Rents / Leases - Equipment	1,190	1,315	626	-	-			3,132
51421	Rents / Leases - Bldg/Land	9,530	31,534	9,266	-	-			50,330
51507	Special Departmental Exp.		120,000						120,000
51803	Other Contract Services	8,902,761	1,450,000	57,000	-	45,000			10,454,761
51805	Sponsorships			11,750					11,750
51901	Telecommunication Data Li	1,205	1,205	3,716	-	-			6,126
51902	Telecommunication Usage	24	24	120	-	-			168
51904	ISD - Baseline Services	10,104	10,386	17,412	-	-			37,903
51906	ISD - Supplemental Projects	-	-	400	-	-			400
51909	Telecommunication Wirele	1,159	1,307	5,220	-	-			7,686
51911	Mail Services	250	100	500	-	-			850
51915	ISD - Reprographics Service	-	-	-	-	-			-
51916	County Services	16,983	18,771	8,939	-	-			44,693
51919	EFS Charges	-	-	-	-	-			-
51922	County Car Expense	1,520	1,680	800	-	-			4,000
51923	Unclaimable County Car Ex	-	-	50					50
52091	Memberships/Certification	11,665	10,060	32,866	-	-			54,591
52111	Office Supplies	2,000	3,000	13,700	1,000	1,000			20,700
52114	Freight/Postage	-		2,000					2,000
52115	Subscriptions	3,667	4,053	1,930					9,651
52118	Print Supplies (Zero Waste Gd)			17,400					17,400
52162	Special Departmental Expe	5,760	840	112,400	-	94,000	-	-	213,000
52163	Professional Development	7,000	13,100	23,720	-	-			43,820
52191	Utilities Expense	7,296	11,009	3,840					22,145
SUBTOTAL		9,435,860	2,318,106	1,268,448	40,618	243,706	1,000	114,071	13,421,810
OTHER CHARGES									
57011	Transfers Out - within a Fur	-	950,000	-	-	-			950,000
57015	Transfers Out - All Others	-	-	-	12,090	-			12,090
SUBTOTAL			950,000		12,090				962,090
19831	Acq-CIP-Bldg & Impr								937,442
TOTAL EXPENDITURES		9,435,860	3,268,106	1,268,448	52,708	243,706	1,000	1,051,513	15,321,342
NET COST		0	(6,181)	(1,316)	(97,292)	173,706	(24,000)	46,513	91,430

ZERO WASTE SONOMA
FY 26-27 DRAFT BUDGET
EXPLANATIONS AND DETAILS
(for items above \$10,000 with a 5% change)

The Zero Waste Sonoma budget has three core operating budgets (Organics, Household Hazardous Waste, and Education & Outreach) and four reserve funds. The core programs are fee-based and share administrative operating expenses. These shared expenses are based on the program's budget and complexity and fluctuate annually.

Organics

REVENUES

[42461 – Federal Other Funding](#)

This account is used for federal grant revenues. The USDA grant finishes in the current fiscal year, the decrease in revenue reflects that change.

[42601 – County of Sonoma](#)

This account is for the tipping-fee revenue from organics. The increased revenue is due to the proposed tipping fee increase required to cover increased processing and hauling expenditures.

[44101 – Rental Income](#)

This account is for the shared rental income from the tenant at ZWS Headquarters. This is a new revenue stream related to the purchase of 195 Concourse Blvd.

EXPENDITURES - SERVICES AND SUPPLIES

[51201 – Administration Services](#)

The decrease in costs is reflective of the decrease in staff hours to organics programs.

[51205 – Advertising/Marketing Svc](#)

The current fiscal year contained a larger budget for a one-time contamination program. Staff recommends reducing the outreach in the new fiscal year.

[51249 – Other Professional Services](#)

This account is used for grant expenditures and contract work. The USDA grant will finish in the current fiscal year.

[51803 – Other Contract Services](#)

This account is for hauling and processing of ZWS managed green waste. Contracted tipping fees and hauling fees have increased in the current fiscal year.

[51904 – ISD Baseline Services](#)

This account is for network infrastructure for staff, both direct program staff and shared administrative staff. Baseline is decreasing this fiscal year due to the reduced shared administrative split and a more accurate accounting of the monthly fees being charged to ZWS.

[51916 – County Services](#)

This account is for the services reimbursed to the County for infrastructure and staff support. County Services is decreasing this fiscal year due to the reduced shared administrative split.

Household Hazardous Waste

REVENUES

44002 – Interest on Pooled Cash

Staff has increased the interest account to capture the rise in interest income over the past three years.

426029 – Donations/Contributions

Revenue from the City of Petaluma's AB939 contribution, car battery reimbursements, and the Med Disposal Project is accounted for in this account. The Drug Takeback Stewardship Foundation will no longer be a Producer Responsibility Organization (PRO) for SB 212, the pharmaceutical and sharps waste stewardship bill. The remaining PRO, Med-Project, only offers sharps pick-up services instead of reimbursements and ZWS will be moving to this model by April. The decrease in this account reflects the loss of that revenue.

EXPENDITURES - SERVICES AND SUPPLIES

51071 – Maintenance - Building

With the purchase of ZWS Headquarters, increased maintenance costs have been allocated to the programs. Staff has budgeted \$25,000 for unplanned expenses that may occur.

51201 – Administration Services

Every year, staff estimates how much time will be allocated to different programs within the agency. The increase in program hours in HHW reflects a shift from other program areas in the agency, as well as the projected increase in salaries/benefits.

51207 – Client Accounting Services

This account is used for actual services provided by the County's Treasurer. The amount has increased based on last year's actual expenditures.

51229 – Hazardous Waste Disposal

ZWS hosts a special collection event for the Sea Ranch community. Last year we scheduled to host two events, but based upon attendance staff recommends only hosting one per year. The decrease in cost is reflective over having one event.

51507 – Special Departmental Expense

This account is for the management of the E-waste program at the transfer stations. This includes contractor costs for sorting, transportation, and recycling. Staff is in negotiations and is anticipating an increase in sorting and recycling.

51803 – Other Contract Services

This account is for the management of the HHW facility operations contract. This includes contractor labor and disposal costs. Disposal costs have been lower than budgeted the past two years and this budget reflects that.

51916 – County Services

This account is for the services reimbursed to the County for infrastructure and staff support. County Services is increasing this fiscal year due to the increased shared administrative split.

57011 – Transfers Out

This account is for design, build, and financing for the new HHW facility. Staff recommends increasing the annual contribution by an additional 5% to build reserves, while funding the design process.

Education & Outreach

REVENUES

[42560 – State Grant Revenue](#)

This account reflects revenue for grant funding. The Local Assistance grant will be completed in the current fiscal year. The decrease reflects the reduced grant revenue from this completion.

EXPENDITURES - SERVICES AND SUPPLIES

[51201 – Administration Services](#)

Every year staff estimates how much time will be allocated to different programs within the agency. The increase in program hours in Education reflects a shift from other program areas in the agency.

[51249 – Other Professional Services](#)

This account is used for grant related expenditures. The decrease is due to the completion of the Local Assistance grant.

[51803 – Other Contract Services](#)

This account is for outreach to the non-English speaking community. An increase to our Spanish language contractor has been included as well as funding for other language translation services.

ZERO WASTE SONOMA
FY 26-27 DRAFT BUDGET
EXPLANATIONS AND DETAILS
(for items above \$10,000 with a 5% change)

Organics Reserve

REVENUES

44002 – Interest on Pooled Cash

Staff has increased the interest account to capture the rise in interest income over the past three years.

EXPENDITURES - SERVICES AND SUPPLIES

51201 – Administration Services

Every year staff estimates how much time will be allocated to different programs within the agency. The increase in program hours reflects a shift from other program areas in the agency.

Contingency Reserve

REVENUES

44002 – Interest on Pooled Cash

Staff has increased the interest account to capture the rise in interest income over the past three years.

EXPENDITURES - SERVICES AND SUPPLIES

51201 – Administration Services

Every year staff estimates how much time will be allocated to different programs within the agency. The decrease in program hours reflects a shift to other program areas in the agency.

51803 – Other Contract Services

Staff increased funding to this line for the hiring of a consultant to draft an official white paper on artificial turf.

52162 – Special Department Expense

At the January board meeting, the Board approved the continuation of the mini-grant programs for Fix-it Clinics, Reusable Foodware, and Food Recovery Organizations. The Technical Assistance project was renewed for a second year to also include the reusable foodware pilot. The budget decrease is reflective of the lower budget for the Technical Assistance project.

Debt Servicing Reserve

REVENUES

44002 – Interest on Pooled Cash

The increase in a more accurate reflection of prior year interest contributions.

47101 – Transfers In – Within a Fund

Staff requests an increase to Debt Servicing to help build reserves.

EXPENDITURES - SERVICES AND SUPPLIES

51201 – Administration Services

With the Pruitt HHW facility in the design phase, staff will be allocating more time to the project. The increase in Administrative time is reflected here.

19831 – Acquisition-CIP-Building & Improvements

With the Pruitt HHW facility in the design phase, the capital costs for the project are reflected here. This account reflects the expenses for the design team (COAR), the Project Management, and our consultant Larry Sweetser. The budget reflects a decrease from the current fiscal year due to the drawdown of funds for the purchase of ZWS Headquarters.

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History Summary										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
42461 Federal Other Funding				26,192	117,297	150,000	150,000	0	(150,000)	
42358 State Other Funding	323,080	570,367	840,126	(5,015)	609,275	0	0	0	0	0%
42360 State Grant Revenue			509,461		1,361,035	959,318	959,318	265,160	0	0%
42601 County of Sonoma	8,962,064	9,632,164	10,111,042	11,781,745	12,188,670	11,756,915	11,756,915	13,289,516	1,532,601	11.5%
44002 Interest on Pooled Cash	65,394	50,563	159,793	238,389	428,936	238,389	441,542	340,000	101,611	30%
44050 Unrealized Gains and Losses	(45,119)	(320,191)	(31,614)	34,263	154,384	0	0	0	0	0%
44101 Rental Income						0	22,800	45,600	45,600	200%
46029 Donations/Contributions	202,950	234,302	285,339	339,329	338,123	339,329	339,329	327,547	(11,782)	-4%
46050 Cancelled/Stale Dated Warrants	0	144	163	0	4,686	0	1,081	0	0	0%
46200 Revenue Appl PY Misc Revenue	7,287	86,336	99,328	(102,820)	125	0	0	0	0	0%
46203 PY Intergovmtnl Rev - State					128,364	0		0	0	0%
46210 Refunds	0	0	0	0	1,320	0	0	0	0	0%
SUBTOTAL	9,515,657	10,253,685	11,973,637	12,440,446	15,203,851	13,443,950	13,670,984	14,267,822	1,827,376	13%
47101 Transfers In - Within a Fund	0	0	745,000	900,000	3,351,481	900,000	900,000	962,090	62,090	6%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	745,000	900,000	3,351,481	900,000	900,000	962,090	62,090	0%
TOTAL REVENUES	9,515,657	10,253,685	12,718,637	13,340,446	18,555,332	14,343,950	14,570,984	15,229,912	885,962	6%
EXPENDITURES										
51032 Janitorial Services					0	0	4,200	7,200	7,200	100%
51041 Insurance - Liability	11,632	12,562	13,229	14,989	16,201	16,687	24,212	24,213	7,526	31%
51071 Maintenance - Bldg	2,241	2,923	2,348	10,000	6,475	10,000	10,000	35,000	25,000	71%
51201 Administration Services	1,080,769	1,055,760	1,220,829	1,389,261	1,521,154	1,580,451	1,671,858	1,776,317	195,867	11%
51205 Advertising/Marketing Svc	8,651	15,174	4,443	45,750	25,038	65,500	65,500	45,500	(20,000)	-44%
51206 Accounting/Auditing Services	18,800	17,000	0	30,876	30,900	30,876	30,876	40,201	9,325	23%
51207 Client Accounting Services	19,329	22,511	34,880	41,862	66,712	50,000	50,000	67,000	17,000	25%
51212 Outside Counsel-Legal Advice	46,676	22,186	19,087	60,434	41,951	57,000	57,000	57,000	0	0%
51214 Agency Extra/Temp Help	0	0	0	0	0	0	0	0	0	0%
51225 Training Services	783	900	0	2,400	0	2,400	2,400	2,400	0	0%
52119 Hazardous Waste Disposal	27,283	8,567	4,000	57,000	28,044	57,000	57,000	32,500	(24,500)	-75%
52141 Outside Printing	0	727	4,948	3,500	0	3,500	30,000	3,500	0	0%
52149 Other Professional Services	266,259	481,622	1,349,186	952,530	1,485,889	1,093,338	1,093,338	205,823	(887,515)	-431%
51401 Rents and Leases - Equipment	2,812	2,568	3,163	2,925	2,957	3,132	3,132	3,132	0	0%
51421 Rents and Leases - Bldg/Land	4,815	6,435	12,712	29,531	11,539	30,063	30,063	50,330	20,267	40%
51507 Special Departmental Expense	43,413	117,043	77,025	105,000	111,626	105,000	120,000	120,000	15,000	13%
51801 Other Services	3,379	7,265	9,734	2,000	81,738	0	0	0	0	0%
51803 Other Contract Services	7,338,257	7,334,199	7,971,878	8,712,782	8,123,026	8,874,882	8,874,882	10,454,761	1,579,879	15%
51805 County Sponsorships	0	3,935	4,700	11,500	4,500	11,500	11,500	11,750	250	2%
51901 Telecommunication Data Lines	7,948	7,989	7,337	17,840	8,132	17,925	17,925	6,126	(11,800)	-193%
51902 Telecommunication Usage	1,134	1,256	1,198	1,218	226	1,233	1,365	168	(1,065)	-634%
51903 Telecommunication Installation	0	1	0	0	0	0	0	0	0	0%
51904 ISD - Baseline Services	36,478	37,445	35,740	52,337	38,511	57,570	57,570	37,903	(19,667)	-52%
51905 ISD - Improvement Projects	526	42	2,085	0	99	0	0	0	0	0%
51906 ISD - Supplemental Projects	150	0	0	400	0	400	0	0	(400)	0%
51907 ISD - Device Modernization	12,242	0	2,037	0	1,821	0	1,938	0	0	0%
51909 Telecommunication Wireless Svc	7,706	8,649	9,751	11,278	6,678	11,428	11,428	7,686	(3,742)	-49%
51911 Mail Services	9	808	117	600	3,225	850	850	850	0	0%
51912 Records Services	0	1	0	0	0	0	0	0	0	0%
51916 County Services	32,285	31,196	7,204	45,586	5,552	44,693	44,693	44,693	0	0%
51922 County Car Expense	1,936	(1,604)	1,364	4,160	1,739	4,000	4,000	4,000	0	0%
51923 Unclaimable County Car Expense	7	7	18	50	0	50	50	50	0	0%
52091 Memberships/Certifications	10,728	38,720	47,080	58,121	89,988	57,946	57,946	54,591	(3,355)	-6%
52111 Office Supplies	2,579	17,090	14,677	18,520	14,866	20,120	20,120	20,700	580	3%
52114 Freight/Postage	11,063	3,037	1,733	10,000	174	10,000	10,000	2,000	(8,000)	-400%
52115 Subscriptions (web)	4,920	7,263	5,547	6,946	7,443	9,651	9,651	9,651	0	0%
52118 Printing and Binding Supplies	1,542	5,311	11,228	17,400	14,167	17,400	17,400	17,400	0	0%
52162 Special Departmental Expense	7,281	134,069	26,362	291,595	123,527	293,000	293,000	213,000	(80,000)	-38%
52163 Professional Development	1,039	12,088	37,650	39,881	34,240	45,820	45,820	43,820	(2,000)	-5%
52191 Utilities	2,575	2,630	2,798	2,945	2,761	2,945	2,945	22,145	19,200	87%
53402 Depreciation Expense	8,692	8,692	5,167	0	5,110	0	0	0	0	0%
SUBTOTAL	9,025,941	9,426,067	10,951,258	12,051,219	11,916,011	12,586,361	12,728,681	13,414,210	827,849	6%
57011 Transfers Out - Within a Fund	0	0	745,000	1,355,756	3,351,481	900,000	900,000	962,090	62,090	6%
57015 Transfers Out - All Others	0	0	0	1	0	0	0	0	0	0%
SUBTOTAL	0	0	745,000	1,355,756	3,351,482	900,000	900,000	962,090	62,090	6%
19831 Acq-CIP-Bldg & Impr						2,803,280	2,736,422	937,442	(1,865,838)	-199%
TOTAL EXPENDITURES	9,025,941	9,426,067	11,696,258	13,406,975	15,267,493	13,486,361	16,365,103	15,313,742	889,939	6%
NET COST	(489,716)	(827,618)	(1,022,379)	66,529	(3,287,839)	(857,589)	1,729,146	83,830		
ROUNDING ERROR				2		2		2		
FUND BALANCE										
Beginning Fund Balance	8,576,817	9,111,419	9,440,747	10,939,086	9,750,550	9,750,550	9,750,550	8,021,404		
Ending Fund Balance	9,111,419	9,440,747	10,939,086	9,750,550				7,937,574		

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History										
Debt Services Reserve 78113										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
44002 Interest on Pooled Cash	0	921	12,562	32,805	47,323	44,000	74,000	55,000	(19,000)	6%
44050 Unrealized Gains and Losses	0	(14,962)	(10,878)	18,322	8,510	0	0	0	0	0%
46029 Donations/Contributions	0	0	0	0	0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	(14,041)	1,684	51,126	55,833	44,000	74,000	55,000	11,000	6%
47101 Transfers In - Within a Fund	0	745,000	745,000	745,000	900,000	900,000	900,000	950,000	50,000	5%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	745,000	745,000	745,000	900,000	900,000	900,000	950,000	50,000	0%
TOTAL REVENUES	0	730,959	746,684	796,126	955,833	944,000	974,000	1,005,000	61,000	6%
EXPENDITURES										
51041 Insurance - Liability										
51201 Administration Services						91,407	91,407	113,071	21,664	19%
51205 Advertising/Marketing Svc										
51206 Accounting/Auditing Services	0	0	0	0	1,000	1,000	1,000	1,000	0	0%
51207 Client Accounting Services										
51801 Other Services					1,000					
52163 Professional Development										
SUBTOTAL	0	0	0	1,000	1,000	92,407	1,000	114,071	21,664	19%
57011 Transfers Out - Within a Fund										
SUBTOTAL	0	0	0	0		0	0	0	0	0%
19831 Acq-CIP-Bldg & Impr					258,285	1,543,280	1,543,280	937,442	(605,838)	-65%
TOTAL EXPENDITURES	0	0	0	1,000	1,000	1,635,687	1,544,280	1,051,513	(492,767)	-47%
NET COST	0	(730,959)	(746,684)	(795,126)	(954,833)	691,687	570,280	46,513	(553,767)	
FUND BALANCE										
Beginning Fund Balance		730,959	1,477,643	1,272,770			1,969,317	1,179,423		
Ending Fund Balance	730,959	1,477,643	1,272,770	1,969,317			1,179,423	1,132,910		

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History Organics 78111										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
42461 Federal Other Funding				26,192	117,297	150,000	150,000	0	(150,000)	0%
42601 County of Sonoma	6,658,704	7,004,421	6,937,009	7,934,341	8,323,757	7,909,510	7,909,510	9,406,442	1,496,931	16%
42358 State Other Funding	0	347,929	60,926	(5,015)		0	0		0	0%
42360 State Grant Revenue			147,156			0	0		0	0%
44002 Interest on Pooled Cash	0	0		0		0	0		0	0%
44050 Unrealized Gains and Losses	920	(50,354)	(7,118)	34,263	25,091	0	0		0	0%
44101 Rental Income						0	16,017	17,328	17,328	100%
46029 Donations/Contributions	0	0		0		0	0		0	0%
46210 Refunds	0	0		0		0	0		0	0%
46200 PY Revenue - Miscellaneous	870	67,569	(64,033)	(102,820)		0	0		0	0%
SUBTOTAL	6,660,494	7,369,565	7,073,940	7,886,961	8,466,145	8,059,510	8,075,527	9,423,770	1,364,259	14%
47101 OT-Within Enterprise	0	65,000	0	0	0	0	0	12,090	12,090	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	65,000	0	0	0	0	0	12,090	12,090	0%
TOTAL REVENUES	6,660,494	7,434,565	7,073,940	7,886,961	8,466,145	8,059,510	8,075,527	9,435,860	1,376,349	15%
EXPENDITURES										
51032 Janitorial Services						2,951	2,736	2,736		100%
51041 Insurance - Liability	1,338	8,542	8,995	10,025	11,341	11,723	17,008	9,201	(2,522)	-27%
51071 Maintenance								9,500	9,500	100%
51201 Administration Services	176,754	357,149	346,909	395,307	376,397	586,496	586,496	362,945	(223,552)	-62%
51205 Advertising/Marketing Svc	0	0	0	5,250		25,000	25,000	5,000	(20,000)	-400%
51206 Accounting/Auditing Services	6,000	10,200	0	18,903	18,830	18,903	18,903	18,903	0	0%
51207 Client Accounting Services	2,223	15,308	23,718	26,987	46,698	35,125	35,125	25,460	(9,665)	-38%
51212 Outside Counsel-Legal Advice	12,887	5,555	308	8,434	549	5,000	5,000	5,000	0	0%
51241 Outside Printing			2,295	1,659		0	0		0	0
51249 Other Professional Services	0	282,706	100,738	29,192	110,547	170,000	170,000	15,000	(155,000)	-1033%
51401 Rents and Leases - Equipment	323	1,746	2,151	1,994	2,070	2,200	2,200	1,190	(1,010)	-85%
51421 Rents and Leases - Bldg/Land	373	2,679	2,500	2,849	3,151	3,381	3,381	9,530	6,149	65%
51801 Other Services	2,036	0		29,053	1,572	0	0		0	0%
51803 Other Contract Services	6,071,239	6,026,176	6,654,907	6,947,782	6,735,874	7,109,882	7,109,882	8,902,761	1,792,879	20%
51805 County Sponsorships			450			0	0		0	0%
51901 Telecommunication Data Lines	1,956	1,630	978	1,027	1,054	1,112	1,112	1,205	92	8%
51902 Telecommunication Usage	17	57	3	8	2	24	24	24	0	0%
51903 Telecommunication Installation	0	0	0	0	0	0	0	0	0	0%
51904 ISD - Baseline Services	13,678	21,320	11,483	19,497	25,638	24,730	24,730	10,104	(14,625)	-145%
51906 ISD - Supplemental Projects					0		0		0	0%
51907 ISD - Device Modernization	7,573	0	0	0	0	0	0		0	0%
51909 Telecommunication Wireless Svc	0	0	996	777	541	927	927	1,159	232	20%
51911 Mail Services	0	0	20	0	0	250	250	250	0	0%
51916 County Services	4,276	17,400	1,182	32,290	1,059	31,397	31,397	16,983	(14,413)	-85%
51922 County Car Expense	223	3,848	831	2,970	1,217	2,810	2,810	1,520	(1,290)	-85%
52091 Memberships/Certifications	805	12,065	11,925	13,245	27,447	13,070	13,070	11,665	(1,405)	-12%
52111 Office Supplies	695	11,593	17	400	0	2,000	2,000	2,000	0	0%
52114 Freight/Postage	10,134	0	0	0	0	0	0		0	0%
52115 Subscriptions (Web)	0	0	3,772	4,075	5,210	6,780	6,780	3,667	(3,112)	-85%
52162 Special Departmental Expense	0	0	0	0	0	1,405	1,405	5,760	4,355	76%
52163 Professional Development	0	2,666	5,252	1,061	3,651	7,000	7,000	7,000	0	0%
52191 Utilities	0	0	0	0	0	0	0	7,296	7,296	0%
SUBTOTAL	6,312,528	6,780,639	7,179,429	7,552,786	7,372,848	8,059,216	8,067,452	9,435,860	1,376,645	15%
57011 Transfers Out - Within a Fund	0	0	0	455,756	1,350,260	0	0	0	0	0%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	455,756	1,350,260	0	0	0	0	0%
TOTAL EXPENDITURES	6,312,528	6,780,639	7,179,429	8,008,542	8,723,108	8,059,216	8,067,452	9,435,860	1,376,645	15%
NET COST	(347,966)	(653,926)	105,489	121,581	256,963	(295)	(8,076)	0		
FUND BALANCE										
Beginning Fund Balance	1,452,606	1,799,299	2,454,498	2,349,008	2,227,427		1,970,464	1,978,540	2,358,965	380,425
Ending Fund Balance	1,799,299	2,454,498	2,349,008	2,227,427	1,970,464		1,978,540	1,978,540		

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History										
Household Hazardous Waste 78104										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
42358 State Other Funding	133,234	82,563	98,300	52,872	19,190	0				
42360 State Grant Revenue			0	84,988	105,690	88,467	88,467	87,720	(747)	-1%
42601 County of Sonoma	1,785,104	2,036,501	2,388,460	2,809,075	2,860,036	2,866,316	2,866,316	2,883,182	16,866	1%
44002 Interest on Pooled Cash	16,052	9,788	15,113	38,034	41,471	15,100	49,200	40,000	24,900	62%
44050 Unrealized Gains and Losses	(11,949)	(32,692)	(25,044)	38,597	21,876	0	0		0	0%
44101 Rental Income						3,135		19,152		
46029 Donations/Contributions	161,389	185,416	218,878	240,830	247,719	257,390	257,390	244,233	(13,156)	-5%
46050 Cancelled/Stale Dated Warrants	0	0				0	0		0	0%
46200 Revenue Appl PY Misc Revenue	5,198	18,767	127,057		124	0	0		0	0%
46210 Refunds	0	0	0			0	0	0	0	0%
SUBTOTAL	2,089,028	2,300,343	2,822,764	3,264,396	3,296,106	3,227,273	3,227,273	3,274,288	47,015	1%
47101 Transfers In - Within a Fund	0	0	0			0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0	0	0%
TOTAL REVENUES	2,089,028	2,300,343	2,822,764	3,264,396	3,296,106	3,227,273	3,227,273	3,274,288	47,015	1%
EXPENDITURES										
51032 Janitorial Services						578		3,024	3,024	100%
51041 Insurance - Liability	7,677	2,261	1,984	2,211	2,106	2,294	3,329	10,169	7,875	77%
51071 Maintenance - Bldg	2,241	2,923	2,348	874	6,475	10,000	10,000	20,500	10,500	51%
51201 Administration Services	447,426	263,402	299,866	321,833	273,559	250,764	250,764	451,181	200,417	44%
51205 Advertising/Marketing Svc	8,136	15,051	4,346	9,175	22,192	26,000	26,000	26,000	0	0%
51206 Accounting/Auditing Services	7,000	2,700	0	4,171	3,497	3,685	3,685	11,718	8,033	69%
51207 Client Accounting Services	12,757	4,052	5,930	6,747	8,673	6,875	6,875	28,140	21,265	76%
51212 Outside Counsel - Legal Advice	1,887	3,536	2,339	1,653	7,194	2,000	2,000	2,000	0	0%
51214 Agency Extra/Temp Help	0	0	0		0	0	0	0	0	0%
51225 Training Services	533	900	0	694	0	2,400	2,400	2,400	0	0%
51229 Hazardous Waste Disposal	27,283	8,567	4,000	37,521	28,044	57,000	57,000	32,500	(24,500)	-75%
51241 Outside Printing			318		0					
51249 Other Professional Services	115,600	63,367	92,822	129,100	99,779	79,991	79,991	52,089	(27,901)	-54%
51401 Rents and Leases - Equipment	1,856	359	474	440	384	431	431	1,315	885	67%
51421 Rents and Leases - Bldg/Land	1,753	3,047	6,206	6,633	5,973	21,662	21,662	31,534	9,872	31%
51507 Special Departmental Expense	43,413	117,043	77,025	114,452	111,626	105,000	105,000	120,000	15,000	13%
51801 Other Services	343	0	2,314	17,579	54,272	0	0		0	0%
51803 Other Contract Services	1,239,488	1,239,720	1,206,174	1,224,731	1,282,989	1,700,000	1,700,000	1,450,000	(250,000)	-17%
51901 Telecommunication Data Lines	489	734	978	1,027	1,205	1,063	1,063	1,205	142	12%
51902 Telecommunication Usage	8	4	4	8	7	24	156	24	0	0%
51903 Telecom Installation					0					
51904 ISD - Baseline Services	18,443	8,589	5,583	7,112	7,329	8,353	8,353	10,386	2,034	20%
51906 ISD - Supplemental Projects					0				0	0%
51907 ISD - Device Modernization Pro	2,474	0	0		0	0	0		0	0%
51909 Telecommunication Wireless Svc	1,851	2,746	1,946	2,481	1,171	2,101	2,101	1,307	(794)	-61%
51911 Mail Services	8	11	13	9	64	100	100	100	0	0%
51916 County Services	19,270	7,164	2,795	8,840	2,063	6,145	6,145	18,771	12,626	67%
51922 County Car Expense	1,278	792	183	655	226	550	550	1,680	1,130	67%
52091 Memberships/Certifications	4,650	4,850	4,850	7,500	10,135	11,260	11,260	10,060	(1,200)	-12%
52111 Office Supplies	139	1,305	1,083	2,030	1,647	3,000	3,000	3,000	0	0%
52115 Subscriptions (Web)	0	0	832	899	968	1,327	1,327	4,053	2,726	67%
52162 Special Departmental Expense	0	0	0		0	275	275	840	565	67%
52163 Professional Development	658	2,810	5,271	3,595	6,838	13,100	13,100	13,100	0	0%
52191 Utilities	2,575	2,630	2,798	2,781	2,761	2,945	2,945	11,009	8,064	73%
SUBTOTAL	1,969,238	1,758,562	1,732,484	1,914,751	1,941,177	2,318,344	2,320,088	2,318,106	(238)	0%
57011 Transfers Out - Within a Fund	0	1,679,427	745,000	1,198,296	1,945,511	900,000	900,000	950,000	50,000	5%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	1,679,427	745,000	1,198,296	1,945,511	900,000	900,000	950,000	50,000	5%
TOTAL EXPENDITURES	1,969,238	3,437,989	2,477,484	3,113,047	3,886,688	3,218,344	3,220,088	3,268,106	49,762	2%
NET COST	(119,790)	1,137,646	(345,281)	(151,348)	590,582	(8,929)	(7,185)	(6,181)		
FUND BALANCE										
Beginning Fund Balance	1,652,088	1,334,976	634,232	979,513	1,130,861			540,279	547,464	339,903
Ending Fund Balance	1,334,976	634,232	979,513	1,130,861	540,279			547,464	553,645	(213,742)

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History										
Education and Outreach 78110										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
42358 State Other Funding	189,847	139,876	680,899	1,105,530	590,085	0				
42360 State Grant Revenue			362,305	187,792	1,255,344	870,851	870,851	177,440	(693,411)	-391%
42601 County of Sonoma	518,256	591,242	785,573	923,915	1,004,877	981,088	981,088	999,891	18,803	2%
44002 Interest on Pooled Cash	0	0	0	0	0	0	0	0	0	0%
44050 Unrealized Gains and Losses	(4,313)	(13,238)	8,056	(16,419)	23,542	0	0	0	0	0%
44101 Rental Income						3,648		9,120		
46029 Donations/Contributions	41,560	48,885	66,461	73,343	80,403	81,939	81,939	83,313	1,375	2%
46050 Cancelled/Stale Dated Warrants	0	144	163	13	4,686	0	1,081		0	0%
46203 PY Intergovmtnl Rev - State				128,364						
46200 Revenue Appl PY Misc Revenue	1,219	0	36,304	(1,066)	0	0			0	0%
46210 Reunds					1,320					
SUBTOTAL	746,569	766,909	1,939,761	2,401,472	2,960,258	1,933,878	1,938,607	1,269,765	(664,113)	-52%
47101 Transfers In - Within a Fund	0	0	0	0	0	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0	0	0%
TOTAL REVENUES	746,569	766,909	1,939,761	2,401,472	2,960,258	1,933,878	1,938,607	1,269,765	(664,113)	-52%
EXPENDITURES										
51032 Janitorial Services						672		1,440	1,440	100%
51041 Insurance - Liability	2,617	1,759	2,249	2,506	2,754	2,670	3,875	4,843	2,173	45%
51071 Maintenance							5,000	5,000	5,000	100%
51201 Administration Services	388,063	350,203	564,483	570,210	649,314	639,936	639,936	737,796	97,861	13%
51205 Advertising/Marketing Svc	515	123	97	2,000	2,846	14,500	14,500	14,500	0	0%
51206 Accounting/Auditing Services	3,500	2,100	0	4,726	4,573	4,288	4,288	5,580	1,292	23%
51207 Client Accounting Services	4,349	3,152	5,232	5,953	11,341	8,000	8,000	13,400	5,400	40%
51212 Outside Counsel - Legal Advice	17,119	9,087	7,960	17,627	23,855	20,000	20,000	20,000	0	0%
51214 Agency Extra/Temp Help	0	0	0	0	0	0	0	0	0	0%
51225 Training Services	250	0	0	0	0	0	0	0	0	0%
51241 Outside Printing	0	727	2,335	1,551	0	3,500	30,000	3,500	0	0%
51249 Other Professional Services	150,659	135,549	1,155,626	1,495,715	1,275,563	843,348	843,348	138,734	(704,614)	-508%
51401 Rents and Leases - Equipment	633	462	538	498	503	501	501	626	125	20%
51421 Rents and Leases - Bldg/Land	2,689	709	4,006	2,387	2,415	5,020	5,020	9,266	4,246	46%
51801 Other Services	1,000	0	524	8,327	25,217	0	0	0	0	0%
51803 Other Contract Services	2,785	30,000	37,443	45,000	29,977	40,000	40,000	57,000	17,000	30%
51805 County Sponsorships	0	3,935	4,250	7,580	4,500	11,500	11,500	11,750	250	2%
51901 Telecommunication Data Lines	5,503	5,625	5,380	5,647	5,873	15,750	15,750	3,716	(12,034)	-324%
51902 Telecommunication Usage	1,110	1,194	1,192	1,188	218	1,185	1,185	120	(1,065)	-888%
51903 Telecommunication Installation	0	0	0	0	0	0	0	0	0	0%
51904 ISD - Baseline Services	4,357	7,536	18,674	8,158	5,545	24,488	24,488	17,412	(7,076)	-41%
51905 ISD - Improvement Projects	526	42	405	49	99	0	0	400	400	0%
51906 ISD - Supplemental Projects	150	0	0	0	0	400	0	0	(400)	0%
51907 ISD - Device Modernization	2,195	0	2,037	2,373	1,821	0	1,938	0	0	0%
51909 Telecommunication Wireless Svc	5,854	5,903	6,809	6,836	4,966	8,400	8,400	5,220	(3,180)	-61%
51911 Mail Services	1	797	84	196	3,160	500	500	500	0	0%
51912 Records Services	0	0	0	25	0	0	0	0	0	0%
51916 County Services	8,065	6,085	2,626	9,338	1,828	7,151	7,151	8,939	1,788	20%
51922 County Car Expense	436	(6,244)	350	743	296	640	640	800	160	20%
51923 Unclaimable County Car Expense	7	7	18	12	0	50	50	50	0	0%
52091 Memberships/Certifications	5,273	21,805	30,305	30,055	52,406	33,616	33,616	32,866	(750)	-2%
52111 Office Supplies	1,745	4,193	5,094	10,159	10,519	13,120	13,120	13,700	580	4%
52114 Freight/Postage	929	3,037	1,733	174	10,000	10,000	10,000	2,000	(8,000)	-400%
52115 Subscriptions (web)	4,920	7,263	943	1,019	1,265	1,544	1,544	1,930	386	20%
52118 Printing and Binding Supplies	1,542	5,311	11,228	10,019	14,167	17,400	17,400	17,400	0	0%
52162 Special Departmental Expense	0	750	1,000	37,181	66,125	172,320	172,320	112,400	(59,920)	-53%
52163 Professional Development	381	6,612	27,128	21,528	23,750	25,720	25,720	23,720	(2,000)	-8%
52191 Utilities	0	0	0	0	0	0	0	3,840	3,840	0%
53402 Depreciation Expense					5,110					
53502 Community Grants				17,437	0					
SUBTOTAL	617,173	607,720	1,899,749	2,326,040	2,230,179	1,925,547	1,955,462	1,268,448	(657,098)	-52%
57011 Transfers Out - Within a Fund	0	622,901	0	137,905	55,710	0	0	0	0	0%
SUBTOTAL	0	622,901	0	137,905	55,710	0	0	0	0	0%
TOTAL EXPENDITURES	617,173	1,230,621	1,899,749	2,463,945	2,285,889	1,925,547	1,955,462	1,268,448	(657,098)	-52%
NET COST	(129,396)	463,712	(40,012)	62,474	(674,369)	(8,331)	16,855	(1,316)		
FUND BALANCE										
Beginning Fund Balance	577,587	711,026	243,271	283,283	220,810	593,679	593,679	576,825	169,457	(408,684)
Ending Fund Balance	711,026	243,271	283,283	220,810	593,679	576,825	576,825	578,141		

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History										
Organics Reserve 78103										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
44002 Interest on Pooled Cash	29,306	22,769	68,579	134,922	259,363	29,289	216,342	150,000	120,711	80%
44050 Unrealized Gains and Losses	(13,968)	(77,618)	(477)	39,034	42,322	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0			0	0	0	0	0%
SUBTOTAL	15,339	(54,850)	68,102	173,956	301,685	29,289	216,342	150,000	120,711	80%
47101 Transfers In - Within a Fund	0	0	0	455,756	1,350,260	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	455,756	1,350,260	0	0	0	0	0%
TOTAL REVENUES	15,339	(54,850)	68,102	629,712	1,651,945	29,289	216,342	150,000	120,711	80%
EXPENDITURES										
51201 Administration Services	25,395	31,271	0	22,377	23,336	9,056	9,056	28,618	19,562	68%
51206 Accounting/Auditing Services	1,000	1,000	0	1,000	1,000	1,000	1,000	1,000	0	0%
51207 Client Accounting Services									0	0%
51211 Legal Services									0	0%
51212 Outside Counsel - Legal Advice	13,181	4,009	0		1,594	10,000	10,000	10,000	0	0%
51249 Other Professional Services			0	35,335			0		0	0%
51801 Other Services	0	0	0	1,000			0		0	0%
51803 Other Contract Services	0	0	0		36,686		0		0	0%
51916 County Services	116	274	188			0	0		0	0%
52111 Office Supplies	0	0	0			1,000	1,000	1,000	0	0%
52162 Special Departmental Expense	0	0	0	24,336	9,869	0	0		0	0%
52163 Professional Development	0	0	0			0	0		0	0%
53610 Other Charges	0	0	0			0	0		0	0%
SUBTOTAL	39,692	36,554	188	84,048	72,485	21,056	21,056	40,618	19,562	48%
57011 Transfers Out - Within a Fund	0	0	0	0	0	0	0	12,090	12,090	0%
SUBTOTAL	0	0	0	0	0	0	0	12,090	12,090	0%
198131 Acq-CIP-BLDG & Impr	0	0	0	0	0	1,260,000	1,193,142	0	(1,260,000)	0%
SUBTOTAL	0	0	0	0	0	1,260,000	1,193,142	0	(1,260,000)	0%
TOTAL EXPENDITURES	39,692	36,554	188	84,048	72,485	1,281,056	1,214,198	52,708	(1,228,348)	-2330%
NET COST	24,353	91,403	(67,914)	(545,664)	(1,579,460)	1,251,767	997,856	(97,292)		
FUND BALANCE										
Beginning Fund Balance	2,289,031	2,277,971	2,173,275	2,241,189	2,786,854			4,366,314	3,368,459	2,358,965
Ending Fund Balance	2,277,971	2,173,275	2,241,189	2,786,854	4,366,314			3,368,459	3,465,751	(1,106,786)

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History										
Contingency Reserve 78109										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
44002 Interest on Pooled Cash	14,882	13,247	52,186	72,630	53,055	134,000	72,000	70,000	(64,000)	-91%
44050 Unrealized Gains and Losses	(11,769)	(108,218)	3,876	83,534	22,459	0	0	0	0	0%
46029 Donations/Contributions	0	0	0		10,001	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0		0	0	0	0	0	0%
SUBTOTAL	3,113	(94,971)	56,062	156,164	85,515	134,000	72,000	70,000	(64,000)	-91%
47101 Transfers In - Within a Fund	0	1,988,858	0	591,201	1,101,221	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0		0	0	0	0	0	0%
SUBTOTAL	0	1,988,858	0	591,201	1,101,221	0	0	0	0	0%
TOTAL REVENUES	3,113	1,893,887	56,062	747,365	1,186,736	134,000	72,000	70,000	(64,000)	-91%
EXPENDITURES										
51201 Administration Services	43,133	53,736	9,571	68,932	198,549	94,199	94,199	82,706	(11,493)	-14%
51205 Advertising/Marketing Svc	0	0	0	0		0	0	0	0	0%
51206 Accounting/Auditing Services	1,300	1,000	0	1,000	1,000	1,000	1,000	1,000	0	0%
51212 Outside Counsel - Legal Advice	1,603	0	8,480	25,231	8,760	20,000	20,000	20,000	0	0%
51249 Other Professional Services	0	0				0	0	0	0	0%
51801 Other Services	0	7,265	6,896	1,000	678	0	0	0	0	0%
51803 Other Contract Services	24,745	38,303	73,354	87,816	37,500	25,000	25,000	45,000	20,000	44%
51905 ISD - Improvement Projects			1,680							
51916 County Services	558	274	413	260	602	0	217	0	0	0%
52111 Office Supplies	0	0	8,482	762	2,700	1,000	1,000	1,000	0	0%
52162 Special Departmental Expense	7,281	133,319	25,362	51,381	47,533	119,000	119,000	94,000	(25,000)	-27%
52163 Professional Development		0	0					0	0	0%
53402 Depreciation Expense	8,692	8,692	5,167							
SUBTOTAL	87,311	242,589	139,406	236,384	297,321	260,199	260,416	243,706	(16,493)	-7%
57011 Transfers Out - Within a Fund	0	496,530	0	0		0	0	0	0	0%
57015 Transfers Out - All Others	0	0	0	0		0	0	0	0	0%
SUBTOTAL	0	496,530	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	87,311	739,119	139,406	236,384	297,321	260,199	260,416	243,706	(16,493)	-7%
NET COST	84,197	(1,154,769)	83,344	(510,982)	(889,415)	126,199	188,416	173,706		
FUND BALANCE										
Beginning Fund Balance	1,936,993	1,886,552	3,030,115	2,946,771	1,416,056		2,286,400	2,097,983	983,220	(941,057)
Ending Fund Balance	1,886,552	3,030,115	2,946,771	1,416,056	2,286,400		2,097,983	1,924,277		

FY 26-27 Draft Budget Zero Waste Sonoma Revenue, Expenditure, and Fund Balance History										
Unfunded Pension Liability Reserve 78112										
	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Budgeted FY 25-26	Estimated FY 25-26	Requested FY 26-27	Difference	% Change
REVENUES										
44002 Interest on Pooled Cash	5,154	3,838	11,353	21,669	27,725	16,000	30,000	25,000	9,000	36%
44050 Unrealized Gains and Losses	(4,041)	(23,108)	(29)	13,425	10,583	0	0	0	0	0%
46029 Donations/Contributions	0	0	0			0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0			0	0	0	0	0%
SUBTOTAL	1,114	(19,271)	11,324	35,094	38,308	16,000	30,000	25,000	9,000	36%
47101 Transfers In - Within a Fund	0	0	0	0	0	0	0	0	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0	0	0%
SUBTOTAL	0	0	0	0	0	0	0	0	0	0%
TOTAL REVENUES	1,114	(19,271)	11,324	35,094	38,308	16,000	30,000	25,000	9,000	36%
EXPENDITURES										
51206 Accounting/Auditing Services	0	0	0		1,000	1,000	1,000	1,000	0	0%
51207 Client Accounting Services										
51801 Other Services					1,000					
52163 Professional Development										
SUBTOTAL				1,000	1,000	1,000	1,000	1,000		
57011 Transfers Out - Within a Fund										
SUBTOTAL	0	0	0	0	0	0	0	0	0	0%
TOTAL EXPENDITURES	0	0	0	1,000	1,000	1,000	1,000	1,000	0	0%
NET COST	(1,114)	19,271	(11,324)	(34,094)	(37,308)	(15,000)	(29,000)	(24,000)	(9,000)	
FUND BALANCE										
Beginning Fund Balance	668,512	673,467	650,355	661,679	695,773			733,081	748,081	
Ending Fund Balance	673,467	650,355	661,679	695,773	733,081			748,081	772,081	