



Meeting of the Board of Directors

January 20, 2021
REGULAR MEETING

Closed session begins at 8:00 a.m.
Regular Session begins at 8:30 a.m. or immediately following
Closed Session
Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

Webinar ID: 922 4885 5470

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

January 20, 2021

REGULAR MEETING

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Note: This packet is 49 pages total



Zero Waste Sonoma

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Regular Session begins at 8:30 a.m. or immediately following Closed
Session
Estimated Ending Time 11:30 a.m.**

In accordance with Executive Orders N-25-20 and N-29-20 the July 15, 2020 Board of Directors meeting will be held virtually.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128
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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Tuesday, January 19th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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



Agenda

Item

1. Call to Order Closed Session
2. Closed Session: CONFERENCE WITH LEGAL COUNSEL
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Titles: Executive Director
3. Adjourn Closed Session/Call to Order Regular Meeting
4. Agenda Approval
5. Public Comments (items not on the agenda)
6. Election of Officers

Consent (w/attachments)

- 7.1 Minutes of the November 18, 2020 Regular Meeting
- 7.2 November, December 2020 and January, February 2021 Outreach Calendar
- 7.3 Annual Review of ZWS Rules of Governance
- 7.4 Gold Resolution Recognizing Henry Mikus
- 7.5 Gold Resolution Recognizing Bruce Okrepkie
- 7.6 Amending Resolution 92-001 to Change the Time for Regular Meetings

Regular Calendar

8. Discussion and Possible Action on an Amendment to the Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam [Pagal]
9. Consideration of an Agreement with Stearns, Conrad, and Schmidt Consulting Engineers, Inc. for Consulting Services to Conduct a Waste Characterization Study and Approval of Estimated Cost for Services and Associated Fees [Pagal]
10. Boardmember Comments – NO ACTION
11. Executive Director Report – VERBAL REPORT
12. Staff Comments – NO ACTION
13. Next SCWMA meeting: February 17, 2021
14. Adjourn

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

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



Public Comments: Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, 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 Sonoma County Waste Management Agency Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: January 20, 2021 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.

- 7.1 Minutes of the November 18, 2020 Meeting
- 7.2 November, December 2020 and January, February 2021 Outreach Calendar
- 7.3 Review of ZWS Rules of Governance
- 7.4 Gold Resolution Recognizing Henry Mikus
- 7.5 Gold Resolution Recognizing Bruce Okrepkie
- 7.6 Amending Resolution 92-001 to Change the Time for Regular Meetings

Regular Calendar

- 8 **Discussion and Possible Action on an Amendment to the Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam:** Staff propose to amend the Model Ordinance to limit negative human health impacts by requiring food and beverage providers to use food service ware products free of PFAS.

Recommended Action: Staff recommends the Board approve the proposed amendments to the Model Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam to restrict single-use food service ware items with per- and polyfluoroalkyl substances (PFAS).

- 9 **Consideration of an Agreement with Stearns, Conrad, and Schmidt Consulting Engineers, Inc. (SCS Engineers) for Consulting Services to Conduct a Waste Characterization Study and Approval of Estimated Cost for Services and Associated.** A waste characterization study totaling \$150,000 was approved as part of the final FY 20-21 budget by the Board at the May 20, 2020 regular meeting. On November 3, 2020, staff issued the RFP for a Sonoma County Waste Characterization Study. As part of the addendum released on November 23, 2020, the proposal deadline was extended from December 4th to December 9th at 5:00 pm. An evaluation team reviewed and scored 3 proposals received and selected SCS Engineers as the winner.

Recommended Action: Staff recommends the Board execute the Agreement with SCS Engineers for a Sonoma County Waste Characterization Study, and approve the projected cost of services totaling \$135,322 effective from the execution date through completion of services expected September 2021.

Resolution No.: 2021-01

Dated: January 20, 2021

RESOLUTION OF ZERO WASTE SONOMA ("ZWS") ELECTING A CHAIR, A VICE CHAIR, AND A CHAIR
PRO TEMPORE

WHEREAS, Resolution No. 92-002 requires Agency to elect a Chair, a Vice Chair, and a Chair Pro Tempore at the first meeting in each calendar year, and;

WHEREAS, this Resolution memorializes the action taken by the ZWS Board of Directors on January 20, 2021 to elect a Chair, Vice Chair, and Chair Pro Tempore.

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by ZWS, the representatives from the _____, _____, and _____, shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of ZWS for a period of one year commencing from January 20, 2021.

MEMBERS:

- - Cloverdale	- - Cotati	- - County	- - Healdsburg	- - Petaluma
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- - Rohnert Park	- - Santa Rosa	- - Sebastopol	- - Sonoma	- - Windsor
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AYES: - -	NOES: - -	ABSENT: - -	ABSTAIN: - -
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SO ORDERED

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

ATTEST: DATE: January 20, 2021

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



Minutes of the November 18, 2020 Meeting

Zero Waste Sonoma met on November 18, 2020, via Zoom to hold a virtual board meeting.

Board Members Present:

City of Cloverdale	Marta Cruz	City of Santa Rosa	John Sawyer
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Larry Zimmer	City of Sonoma	Madolyn Agrimonti
City of Petaluma	Patrick Carter	County of Sonoma	ABSENT
City of Rohnert Park	ABSENT	Town of Windsor	Bruce Okrepkie

Staff Present:

Executive Director: Leslie Lukacs

Counsel: Ethan Walsh

Staff: Xinci Tan, Karina Chilcott, Sloane Pagal, Thora Collard

Agency Clerk: Janel Perry

1. Call to Order Regular Meeting

Regular session was called to order at 8:30 a.m.

2. Agenda Approval

3. Public Comments (items not on the agenda)

- None

4. Consent (w/attachments)

- 4.1 Minutes of the October 21, 2020 Regular Meeting
- 4.2 September, October, November, and December 2020 Outreach Calendar
- 4.3 Approval of FY20/21 First Quarter Financial Report
- 4.4 FY19/20 Annual Work Plan Progress Report

Action Items:

- None

Public Comments:

- None

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

First: City of Petaluma - Patrick Carter

Second: City of Cloverdale - Marta Cruz

Vote Count:

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

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

Motion passed.

Regular Calendar**5. Update on Renewable Sonoma Project****Board Comments/Action Items:**

- Provide tipping fee range and how it will translate into residential rates to see if project is feasible for the community before PDA is signed
- Strategize how to stay on track with timeline and how to start meeting some of the deadlines
- Determine if there remains a tipping fee cost reduction by using the bio solids location for project
- Aim to avoid providing an 11th hour decision

Public Comments:

- Marjorie Favuzzi - in favor of Renewable Sonoma
- Dan Noble - in favor of Renewable Sonoma
- Mark Mortensen - in favor of Renewable Sonoma
- Aj de Lopez - in favor of Renewable Sonoma
- Liz Bortolotto - in favor of Renewable Sonoma

6. Boardmember Comments – NO ACTION

- Comments were received by the board

7. Executive Director Report – NO ACTION

- Executive Director verbally gave report.
- Susan Gorin arrived 9:22 am.

8. Staff Comments – NO ACTION

- None

9. Next SCWMA meeting: December 16, 2020**10. Adjourn: 9:28 am**

Submitted by: Janel Perry



Agenda Item #: 7.2
Agenda Date: 1/20/2021

ITEM: November, December 2020 and January, February 2021 Outreach Calendar

Note: Events below shown in ~~strikethrough red~~ were cancelled due to the COVID-19 disaster. Note the addition of webinars and virtual presentations substituted for in-person outreach events.

NOVEMBER 2020 OUTREACH

Start date	End date	Start time	End time	Event	Jurisdiction
11/2/20	11/2/20	9:00 AM	10:00 AM	Nuestra Tierra program promoting used motor oils and filters	Countywide
11/3/20	11/3/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)	COVID-19 CANCELLED
11/4/20	11/4/20	10:30 AM	12:00 PM	Zero Waste World Digital Summit - International Perspectives on Organic Waste	Countywide
11/5/20	11/5/20	10:00 AM	11:30 AM	Meeting with Small Business Development Centers (SBDC) and Small Business Administration (SBA) and local business in Sonoma County promoting the oil recycling program	Countywide
11/5/20	11/5/20	2:00 PM	3:00 PM	Meeting with the Latino Leadership On Climate Change meeting promoting motor oil recycling program and the HHW in Sonoma County	Countywide
11/6/20	11/6/20	4:00 PM	6:00 PM	Promoted the used motor oil and filter recycling program and filter drainer delivery during meeting with local business coalition	Countywide
11/6/20	11/8/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)	COVID-19 CANCELLED
11/7/20	11/7/20	9:00 AM	5:00 PM	Mattress Recycling Event (Santa Rosa)	COVID-19 CANCELLED
11/9/20	11/9/20	9:00 AM	10:00 AM	Nuestra Tierra program promoting proper recycling of used motor oil, filters and resources to properly recycle	Countywide
11/9/20	11/9/20	6:00 PM	7:30 PM	Participated in Environment Session organized by Supervisor Hopkins for environment leaders including planning for 2021 and promoting used motor oils and filters	Countywide

Start date	End date	Start time	End time	Event	Jurisdiction
11/10/20	11/10/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Oakmont)	Santa Rosa
11/12/20	11/12/20	9:00 AM	11:00 AM	Participated in meeting with local business including new Council Member for the City of Rohnert Park, including promoting proper recycling of used motor oil, filters, and household hazardous waste.	Countywide
11/13/20	11/12/20	9:00 AM	11:00 AM	Meeting with labor center Graton, Healdsburg and Fulton coordinators to promoting the used oil recycling program.	Countywide
11/16/20	11/16/20	9:00 AM	10:00 AM	Nuestra Tierra program, proper recycling of used motor oil and filters, pollution prevention, and resources to discourage illegal dumping	Countywide
11/17/20	11/17/20	11:00 AM	12:00 PM	Meeting with the CURA project to promote the recycling programs in Sonoma County including the proper recycling of used motor oil	Countywide
11/17/20	11/17/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Guerneville)	Unincorporated area
11/18/20	11/18/20	10:00 AM	11:00 AM	Participated in the program Poder de Saber and promoted proper recycling of used motor oil and filter recycling and also emphasized pollution prevention and resources to discourage illegal dumping	Countywide
11/20/20	11/20/20	12:00 PM	1:00 PM	Interview during What's Cooking Sonoma County, promoted proper recycling of used motor oil and filters	Countywide
11/20/20	11/21/20	9:00 AM	1:00 PM	HazMobile (Sea Ranch)	Unincorporated area
11/20/20	11/22/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)	COVID-19 CANCELLED
11/21/20	11/21/20	9:00 AM	5:00 PM	Mattress Recycling Event (Sonoma)	COVID-19 CANCELLED
11/23/20	11/23/20	9:00 AM	10:00 AM	Nuestra Tierra program focusing on used motor oil and filters, HHW, and general recycling.	Countywide

DECEMBER 2020 OUTREACH

Start date	End date	Start time	End time	Event	Jurisdiction
12/1/20	12/1/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Windsor)	Windsor
12/1/20	12/4/20			Zero Waste Holiday Social Media Campaign	Countywide

Start date	End date	Start time	End time	Event	Jurisdiction
12/4/20	12/6/20	9:00 AM	5:00 PM	E-Waste Recycling Event (Petaluma)	Petaluma
12/5/20	12/5/20	9:00 AM	5:00 PM	Mattress Recycling Event (Petaluma)	Petaluma
12/8/20	12/8/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, W)	COVID-19 CANCELLED
12/15/20	12/15/20	9:00 AM	10:00 AM	Quoted for North Bay Business Journal article on topic of reuse in support of Conscious Container refillable beer bottle pilot program	Countywide
12/15/20	12/15/20	4:00 PM	8:00 PM	Household Hazardous Waste Event (Petaluma)	Petaluma

JANUARY 2021 OUTREACH – Events below are tentatively scheduled

Start date	End date)	Start time	End time	Event	Jurisdiction
1/1/21	1/1/21	9:00 AM	10:00 AM	Quoted for Press Democrat article on topic of Christmas Tree Recycling	Countywide
1/5/21	1/5/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Sebastopol)	COVID-19 CANCELLED
1/8/21	1/10/21	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)	COVID-19 CANCELLED
1/9/21	1/9/21	9:00 AM	5:00 PM	Mattress Recycling Event (Santa Rosa)	COVID-19 CANCELLED
1/12/21	1/12/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Santa Rosa, E)	COVID-19 CANCELLED
1/16/21	1/17/21	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)	Santa Rosa
1/16/21	1/16/21	9:00 AM	5:00 PM	Mattress Recycling Event (Oakmont)	Santa Rosa
1/19/21	1/19/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Cloverdale)	Cloverdale
1/26/21	1/26/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Boyes Hot Springs)	Unincorporated area

FEBRUARY 2021 OUTREACH – Events below are tentatively scheduled

Start date	End date	Start time	End time	Event	Jurisdiction
2/2/21	2/2/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Larkfield)	Unincorporated area
2/9/21	2/9/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Healdsburg)	Healdsburg
2/16/21	2/16/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Rohnert Park)	Rohnert Park
2/19/21	2/21/21	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)	Cloverdale
2/20/21	2/20/21	9:00 AM	5:00 PM	Mattress Recycling Event (Cloverdale)	Cloverdale
2/23/21	2/23/21	4:00 PM	8:00 PM	Household Hazardous Waste Event (Oakmont)	Santa Rosa



Agenda Item #: **7.3**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **1/20/2021**
Approved By: **LL**

ITEM: Annual Review of ZWS Rules of Governance

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board review and approve the attached Rules of Governance.

II. BACKGROUND

The Rules of Governance are to be reviewed by Zero Waste Sonoma Board of Directors on an annual basis for applicability. The Rules were last revised at the February 19, 2020 meeting.

III. DISCUSSION

Staff has reviewed the Rules of Governance and recommends they be adopted as is.

IV. FUNDING IMPACT

There is no funding impact as a result of this item.

V. ATTACHMENTS

Rules of Governance

**RULES OF GOVERNANCE
OF THE
ZERO WASTE SONOMA ("AGENCY")**

RULE 1: The Executive Director, in consultation with the Chair, shall prepare an agenda for each meeting of the Agency. The agenda shall contain a brief general description of each item of business to be discussed at the meeting. At least 72 hours before a regular meeting, the Executive Director shall post the agenda in a location that is freely accessible to members of the public during regular business hours.

RULE 2: Whenever possible, staff shall deliver a copy of the agenda for any regular meeting to each member of the Agency seven (7) days in advance of such meeting.

RULE 3: Unless otherwise provided by law, the Agency may make any disposition of a matter properly before it that it deems advisable.

RULE 4: The Chair shall preserve order and decorum and shall decide questions of order subject to an appeal to the Agency.

RULE 5: All questions of law shall be referred to the Agency's counsel for an opinion.

RULE 6: Each agenda shall provide an opportunity for members of the public to address the Agency directly on items of interest to the public that are within the subject matter jurisdiction of the Agency. The total time allocated for public testimony on any particular issue shall be 3 minutes. Any person desiring to address the Agency shall, when recognized by the Chair, speak from the rostrum and give his or her name and address to the Clerk and limit his or her statement to 3 minutes. In order to facilitate the business of the Agency, the Chair may further modify the time of each such address.

RULE 7: One half or more of the members of the Agency constitute a quorum for the transaction of business. No act of the Agency shall be valid or binding unless a majority of a quorum concur therein. Eight (8) of ten (10) members of the Agency is a Supermajority. Provided, however, that a supermajority vote of the Agency is required for action on: 1) approval or amendment of the Agency Budget, 2) incurrence of debt from public or private lending or financing sources in an amount of \$250,000 or more, 3) authorization of expenditures of \$250,000 or more to a single source within a single year, and 4) any increase in fees or imposition of any new fees. Provided also, that a unanimous vote is required for the Agency to acquire any interest in real property with a value of \$250,000 or more.

RULE 8: A member may initiate voting on a matter by requesting the Chair to call for the question.

RULE 9: Members may vote "aye," "no," or "abstain."

RULE 10: A vote of "abstain" does not constitute concurrence and does not constitute a "no" vote.

RULE 11: Emergency meetings and special meetings shall be called as provided in Sections 54956 and 54956.5 of the Government Code. Closed sessions shall not be scheduled nor conducted without prior consultation with the Agency's counsel.

RULE 12: At the first meeting in each calendar year the Agency shall elect a Chair and a Vice-Chair and a Chair Pro Tempore. When the Chair is absent, his or her duties shall be assumed Vice-Chair. If both the Chair and the Vice-Chair are absent, the Chairman Pro Tempore shall perform the duties of the Chair.

RULE 13: The Chair may, from time to time, appoint such subcommittees of the Agency as are necessary and convenient.

RULE 14: These rules shall be reviewed by the Agency at the first meeting in each calendar year.

RULE 15: The Chair, Vice-Chair, and the Chair Pro Tempore shall serve at the will and pleasure of the Agency.

RULE 16: Per Government Code § 54956.96(a)(1), all information presented to the Agency Board in closed session is confidential. However, a member of the legislative body of a member local agency who is present in closed session may disclose information obtained in that closed session that has direct financial or liability implications for the member's local agency to the following individuals:

- A. Legal counsel of that member local agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member local agency; and/or
- B. Other members of the legislative body of the member local agency present in a closed session of that member local agency.

RULE 17: Per Government Code § 54956.96(a)(2), any designated alternate member of the Agency Board who is attending a properly noticed meeting of the Agency in lieu of a local agency member's regularly appointed member may attend closed sessions of the Agency.

RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING HENRY MIKUS FOR NINE YEARS OF SERVICE

WHEREAS, Assembly Bill 939 passed by the California State Legislation in 1989; and

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) as a regional joint powers authority, and

WHEREAS, Henry Mikus faithfully served as Executive Director of Zero Waste Sonoma from January 2011 to September 2015, and

WHEREAS, Henry recognized and upheld the mission of the ZWS, which is to educate and assist the residents of Sonoma County in their efforts to reduce, reuse and recycle materials in the waste stream, and

WHEREAS, Henry brought to his job a wealth of knowledge of waste management technologies, and

WHEREAS, Henry served faithfully on the Board of Directors for Zero Waste Sonoma from October 2015 to December 2020, and

WHEREAS, Henry served as Vice Chair on the Board of Directors for Zero Waste Sonoma for 2017, and

WHEREAS, Henry served as Chair on the Board of Directors for Zero Waste Sonoma for 2018, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby recognizes and commends Henry Mikus on nine years of conscientious and enthusiastic service to the Zero Waste Sonoma, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to express their deepest thanks to Henry for his contributions to ZWS, and the grace in which he did it, and wishes him the very best in his future.

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: January 20, 2021

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

Resolution No.: 2021-03

Dated: January 20, 2021

RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING BRUCE OKREPKIE FOR HIS SERVICE TO THE BOARD

WHEREAS, Assembly Bill 939 passed by the California State Legislation in 1989; and

WHEREAS, the County of Sonoma and the municipalities of Sonoma County agreed to comply with the requirements of AB 939 by forming the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) as a regional joint powers authority, and

WHEREAS, Bruce Okrepkie has faithfully served the board since January 2019, and

WHEREAS, Bruce recognized and upheld the mission of the Zero Waste Sonoma, which is to educate and assist the residents of Sonoma County in their efforts to reduce, reuse and recycle materials in the waste stream, and

WHEREAS, Bruce served as Vice Chair for 2020, and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma hereby recognizes and commends Bruce Okrepkie on service to Zero Waste Sonoma, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to express their deepest thanks to Bruce for his contributions to ZWS, and the grace in which he did it, and wishes him the very best in his future.

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: January 20, 2021

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



Agenda Item #: 7.6
Cost Center: All
Staff Contact: Collard
Agenda Date: 1/20/2021
Approved By: LL

ITEM: Zero Waste Sonoma Meeting Time

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board consider an amendment to the timing of the Zero Waste Sonoma Board of Director's meetings.

II. BACKGROUND

Meetings of the Board of Directors of Zero Waste Sonoma were established by resolution, which was done first by Resolution 92-001 (the first resolution passed by ZWS). Changing the day, time, or location of Board of Directors meetings can be done by the passage of a resolution.

The Board may consider changing the day and time (but not the location) of meeting of the Board of Directors from 8:30 am to 9:00 am and from the third Wednesday of the month to the third Thursday of the month.

III. DISCUSSION

Other boards and committees in Sonoma County meet on the third Wednesday of each month potentially creating conflicts for board members. Moving the start time to 9:00 am allows board members traveling from remote destinations additional commute time. The alternate time requested does not have a noticeable impact for staff.

IV. FUNDING IMPACT

There is no funding impact as a result of this item.

V. ATTACHMENTS

Resolution

DATED: January 20, 2021

RESOLUTION OF ZERO WASTE SONOMA (ALSO KNOWN AS SONOMA COUNTY WASTE
MANAGEMENT AGENCY) AMENDING RESOLUTION NO. 92-001 TO CHANGE THE TIME FOR
REGULAR MEETINGS

WHEREAS, the Ralph M. Brown Act (Government Code Sections 54950 et. seq.) requires
that Zero Waste Sonoma (Agency) establish a time and place for regular meetings; and

WHEREAS, the Agency originally established a time and place for regular meetings by
Resolution No. 92-001, which time and place has been amended from time to time by the
Agency Board; and

WHEREAS, the Agency Board desires to amend the time for holding regular meetings.

NOW, THEREFORE BE IT RESOLVED that commencing after the adoption of this
Resolution, Zero Waste Sonoma Board of Directors shall hold the regular meetings of the Board
of Directors on the _____ of each month at _____ a.m. at the Santa Rosa
City Council Chambers at 100 Santa Rosa Avenue, Santa Rosa, California.

BE IT FURTHER RESOLVED that this Resolution shall replace and supersede all previous
actions by ZWS Board of Directors to establish the time and place for its regular meetings,
including but not limited to Resolutions Nos. 92-001, 92-009, and 2016-04.

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: January 20, 2021

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



Agenda Item #: 8
Cost Center: Education/Outreach
Staff Contact: Pagal
Agenda Date: 1/20/2021
Approved By: LL

ITEM: Discussion and Possible Action on an Amendment to the Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the proposed amendments to the Model Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam to restrict single-use food service ware items with per- and polyfluoroalkyl substances (PFAS), to define “compostable”, and to remove “biodegradable” and “ASTM Standard” definitions. If approved, ZWS staff will assist in the presentation of the ordinance amendment to member agency Councils who have already adopted the current Model Ordinance and those who will adopt the Model Ordinance in the future.

II. BACKGROUND

At the September 19, 2018 Board Meeting, the Board approved the Model Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam, and directed staff to develop a model staff report and circulate the model ordinance for consideration of adoption by member jurisdictions.

The goals of this ordinance are to regulate and prohibit polystyrene foam products and limit non-recyclable and non-compostable single-use food service ware items, reducing their prevalence in the waste stream and as litter.

As written, the Ordinance does not specifically prohibit per- and polyfluoroalkyl substances (PFAS) in food service ware products. An expanding body of research has revealed the potentially damaging human health effects related to ingesting these synthetic chemicals commonly used in and on single-use service ware products to repel water and grease. As a result, European countries, states, and jurisdictions across the United States are taking steps to restrict the use of PFAS in food service ware and other consumer products.

III. DISCUSSION

The intent of amending the Model Ordinance is to limit negative human health impacts by requiring food and beverage providers to use food service ware products free of PFAS. In addition, staff has removed the definition for “ASTM standard” which refers to standards for compostable bioplastics not allowed in the local compost stream, and “biodegradable.” A definition for “compostable,” has been added for clarification.

If approved by the Board, staff will offer this amendment to jurisdictions that adopted the original Model Ordinance (Sebastopol, Cloverdale, Windsor, and Healdsburg) and assist in the presentation to Councils, if supported by the jurisdiction.

Public concern for PFAS in consumer products has served as the impetus for this proposed change. During stakeholder meetings to discuss the Reusable and Compostable Food Ware and Litter Reduction Ordinance, the City of Santa Rosa received numerous comments from the public to restrict food service ware products containing PFAS, and soon after that presentation, ZWS staff received similar requests to amend the Model Ordinance. Santa Rosa City staff has accommodated this change within their proposed ordinance language.

If the Board approves this amendment, the Agency's member jurisdictions shall follow the Cities of San Francisco, Berkeley, and Santa Cruz, as well as the states of Maine, Washington, and New York in restricting PFAS in food service ware products. In addition, large companies including Whole Foods Market, Taco Bell, Trader Joe's, Albertsons, Chipotle and Panera Bread have also taken steps to phase out or eliminate PFAS from packaging supply chains and food service items.

According to the Center for Disease Control's (CDC) Agency for Toxic Substance and Disease Registry (ATSDR), exposure to PFAS may lead to a number of health concerns including increased cholesterol levels, changes in liver enzymes, decreases in infant birth weights, decreased vaccine response in children, increased risk of high blood pressure or pre-eclampsia in pregnant women, and increased risk of kidney or testicular cancer.

The Biodegradable Products Institute (BPI) is a science-driven organization that supports a shift to the circular economy by assisting in the diversion of organic waste to composting. BPI certifies that products and packaging will completely break down in a professionally managed composting facility without harming the quality of that compost. To address health concerns regarding fluorinated chemicals in products and packaging, BPI restricts intentionally added fluorinated chemicals from the accredited in their third-party certification. Effective January 1, 2020, BPI ceased certifying products or packaging as compostable if they contain PFAS. In addition, they require a statement signed by the manufacturer declaring their is no PFAS, a technical review of all ingredients, and a test showing no more than 100 ppm of fluorine.

Further, food service products containing PFAS present challenges for composters as the main source of these chemicals in these organics facilities. A May 2019 study published in the Environmental Science and Technology Letters journal assessing nine commercial composting locations in Washington, Oregon, California, Massachusetts and North Carolina, as well as one backyard compost pile, revealed that sites accepting food service ware yielded PFAS levels ten times higher than the others.

In order to maintain organic certification through the National Organics Program (NOP), compost facilities accepting organic material from Sonoma County jurisdictions screen out food service items with PFAS in order to eliminate the synthetic chemical from the final product. Therefore, amending the Model Ordinance to clarify that PFAS as not acceptable will limit the human health impact, lessen the volume of items screened out of the compost process, and effectively reduce landfill waste.

IV. FUNDING IMPACT

The funding impact of adopting the amendment would be limited to staff time to update outreach materials and ordinance webpage, as well as presentations to jurisdiction Councils and Board.

V. ATTACHMENTS

Model Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam with proposed amendments identified in red.

MODEL ORDINANCE

An Ordinance to Prohibit Use and Sale of Disposable Food Service Ware and Other Products Containing Polystyrene Foam

WHEREAS, public agencies have a duty to protect the natural environment, the economy, and the health and safety of residents; and

WHEREAS, products made from expanded polystyrene foam are not ~~biodegradable~~ **compostable**, returnable or recyclable; and

WHEREAS, there is a prevalence of polystyrene foam debris littering parks and public places, streets and roads, waterways, storm drains and beaches, which results in a high financial and environmental cost to residents, wildlife and natural resources; and

WHEREAS, perfluoroalkyl and polyflouroalkyl substances (“PFAS”), are synthetic chemicals commonly used in disposable food service ware products to repel water and grease, and oil, but are extremely persistent in the environment, leach into food, and can be taken up from soil into food; and,

WHEREAS, eliminating the use of polystyrene foam, **PFAS** and other non-compostable and non- recyclable **single-use food service ware** items will maximize the operating life of landfills, lessen the economic and environmental costs of waste management for businesses and residents of Sonoma County, and further protect the public health and safety of residents, the natural environment, waterways and wildlife.

NOW, THEREFORE, the City Council of the City of [JURISDICTION] does hereby ordain as follows:

Section 1. Recitals. The above recitals are hereby found to be true and correct and are incorporated herein by this reference.

Section 2. Amendment. Article XX is hereby added to the [JURISDICTION] Municipal Code to read in full as set forth in Exhibit “A”, attached hereto and incorporated herein by this reference.

Section 3. CEQA. This ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of Title 14 of the California Environmental Code of Regulations because it can be seen with certainty that there is no possibility that this ordinance will have a significant negative effect on the environment. Further, the proposed Ordinance is exempt from CEQA on the separate and independent ground that it is an action of a regulatory agency (the City) for the protection of the environment because it will strengthen the City’s regulations regarding the

distribution and sale of polystyrene products. Thus, this Ordinance is categorically exempt from the requirements of CEQA under Section 15308 of Title 14 of the California Code of Regulations as an action by a regulatory agency for the protection of the environment.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. Effective Date. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same or a summary thereof to be published as required by law. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of [JURISDICTION], California, at a regular meeting of the City Council held on the _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[NAME], Mayor

ATTEST:

[NAME], City Clerk

EXHIBIT “A”

Section 01. Findings and intent.

Section 02. Definitions.

Section 03. Prohibited food service ware and products.

Section 04. Prohibited retail sales.

Section 05. Nonfood packaging material.

Section 06. Required compostable or recyclable disposable food service ware.

Section 07. Implementation—contracts and leases.

Section 08. Exemptions.

Section 09. Enforcement.

Section 10. Violations.

Section 11. Severability.

Section 12. No conflict with Federal or State law.

Section 13. Preemption.

Section 14. Effective Date.

01. Findings and intent.

The City finds and declares:

- (A) The City has a duty to protect the natural environment, our economy, and the health of its citizens.
- (B) Products made from expanded polystyrene foam are not ~~biodegradable~~ **compostable**, returnable or recyclable. Polystyrene foam easily breaks up into smaller pieces and, because it is lightweight, is carried by the wind even when it has been disposed of properly.
- (C) There is a prevalence of polystyrene foam debris littering our parks and public places, streets and roads, waterways, storm drains and beaches. This litter exists at a financial cost to residents and an environmental cost to our natural resources.
- (D) The City is situated near the Sonoma Coast and near waterways which drain to the marine environment. Marine animals and birds often confuse polystyrene foam pieces as a food source, which, when ingested, can impact the digestive track which often leads to death.

(E) Discarded polystyrene constitutes a portion of the City's waste stream. Laws, policies and regulations pertaining to this material, which is difficult to recycle, have become a vital component in the efforts to reduce the amount of disposed waste.

(F) It is not economically feasible to recycle most polystyrene in the City. Eliminating the use of polystyrene foam and other noncompostable and nonrecyclable items will maximize the operating life of our landfills and will lessen the economic and environmental costs of waste management for businesses and citizens of Sonoma County.

(G) According to the California Department of Resources Recycling and Recovery (CalRecycle), polystyrene's overall environmental impacts were the second highest of any product, behind only aluminum.

(H) Alternative products exist for almost all uses of polystyrene foam.

(I) Restricting the use of polystyrene foam products will further protect the public health and safety of the City's residents, the natural environment, waterways, and wildlife.

02. Definitions.

Unless otherwise expressly stated, whenever used in this chapter the following terms shall have the meanings set forth below:

~~"ASTM standard" means meeting the standards of the American Society for Testing and Materials (ASTM) International standards D6400 or D6868 for biodegradable and compostable plastics, as may be amended.~~

~~"Biodegradable" means all materials in the entire product or package will completely break down and return to nature, i.e., become part of usable compost and/or decompose into elements found in nature within a reasonably short period of time after customary disposal. "Biodegradable," as used herein, shall include but is not limited to, products that meet the then-applicable ASTM standards for compostability.~~

"City" means all the territory within the [Jurisdiction], State of California.

"City contractors and lessees" means any person or entity that has a contract with the City for works or improvements to be performed, for a franchise, concession or lease of property, for grant monies or goods and services or supplies to be purchased at the expense of the City.

“City facilities” means any park, building, structure or vehicles owned or operated by the City, its agent, agencies, departments and franchisees.

“Compostable” means products made entirely from natural plant fibers such as paper, bamboo, wood, sugarcane, and wheat. These products must be accepted at the industrial or municipal facilities that aerobically compost Sonoma County’s food scraps and yard debris. For the purposes of this ordinance, products that contain or are coated with plastic polymers such as polylactic acid (PLA) or polyethylene (PE) are not compostable.

“Disposable food service ware” includes all containers, bowls, plates, trays, cartons, cups, lids, straws, stirrers, forks, spoons, knives, napkins and other food ware items designed for one-time use for prepared foods, including without limitation service ware for take-out foods and/or leftovers from partially consumed meals prepared by food providers. The term “disposable food service ware” does not include items composed entirely of aluminum or polystyrene foam coolers and ice chests that are intended to be reusable.

“Food provider” means any vendor, business, organization, entity, group or individual, and including retail food establishments, located or providing food within the City that offers food or beverage to the public.

“Person” means an individual, trust, firm, joint stock company, corporation including a government corporation, partnership, or association.

“PFAS” means a class of fluorinated organic compounds containing at least one fully fluorinated carbon atom, also known as perfluoroalkyl and polyfluoroalkyl substances.

“Polystyrene foam” means blown polystyrene and expanded and extruded foams (sometimes called Styrofoam™) which are thermoplastic, petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons.

“Prepared food” means food or beverages prepared for consumption on the food provider’s premises or within the City, using any cooking or food preparation technique. Prepared food includes food prepared for consumption off the food provider’s premises, also known as “take-out food.”

“Recyclable” means material that can be sorted, cleansed, and reconstituted using recycling collection programs available in Sonoma County for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

“Retail vendor” means any store or other business that sells goods or merchandise located or operating within the City.

“Reusable” means materials that will be used more than once in its same form by the customer, retail vendor or other reuse program. Reusable food service ware includes: food and beverage containers, packages and trays, such as, but not limited to, soft drink bottles and milk containers that are designed to be returned to the distributor or reused by the customer and that are provided as take-out containers. Reusable also includes durable containers, packages or trays used on-premises, returnable containers brought back to the food vendor and those intended to be taken home by the consumer for reuse, including all containers, bowls, plates, trays, cartons, cups, and other items that are designed for prolonged use, including, but not limited to, durable plastic, ceramic, glass, porcelain, and metal food service ware.

“Special event promoter” means an applicant for any special event permit issued by the City, or any City employee(s) responsible for any organized special event in the City.

03. Prohibited food service ware and products.

On and after [INSERT EFFECTIVE DATE]:

- (A) Food providers shall not sell, hand out, give away, distribute or otherwise make available for public or customer use prepared food in disposable food service ware that contains polystyrene foam **or PFAS**.
- (B) City facilities, and any person renting a city facility, shall not provide prepared food in disposable food service ware that contains polystyrene foam **or PFAS**.
- (C) City departments may not purchase, acquire or use disposable food service ware that contains polystyrene foam **or PFAS**.
- (D) City contractors and lessees may not use disposable food service ware that contains polystyrene foam **or PFAS**.

04. Prohibited retail sales.

No retail vendor or special event promoter shall sell, rent or otherwise provide any disposable food service ware which is composed in whole or in part of polystyrene foam, except as exempted in Section 08. In addition, no retail vendor shall sell, rent or otherwise provide the following:

- (A) coolers, ice chests, or similar containers, unless they are wholly encapsulated or encased within a more durable material so as to be reusable;
- (B) pool or beach toys, not including personal floatation devices such as life jackets; and
- (C) packing peanuts or other packaging materials.

05. Nonfood packaging material.

It shall be a policy goal of the City to promote and encourage, on a voluntary basis, the elimination of all polystyrene foam packaging. Business establishments located outside the City are encouraged to eliminate use of any packaging that utilizes polystyrene foam, including both block polystyrene foam or packing peanuts; and to eliminate the purchase, use, distribution or sale, for home or personal use, any packaging which utilizes polystyrene foam.

06. Required compostable or recyclable disposable food service ware.

On and after [INSERT EFFECTIVE DATE]:

- (A) All food providers utilizing any disposable food service ware shall use, when such products are commercially available, a compostable product that is accepted at local compost facilities or recyclable product.
- (B) All City facilities and departments using any disposable food service ware shall use compostable or recyclable disposable food service ware.
- (C) City contractors and lessees using any disposable food service ware shall use compostable or recyclable disposable food service ware in City facilities while performing under a City contract or lease.
- (D) All food providers shall only provide straws, lids, cutlery, and to-go condiment packages upon request of customers.
- (E) All food providers are encouraged to provide \$0.25 credit for customers bringing their own reusable containers for to-go items.
- (F) All food providers are encouraged to charge a 'take out fee' of \$0.25 for disposable cups, lids, straws, and/or utensils. This fee is intended to offset the potential cost difference of compostable or recyclable food service ware.

07. Implementation—City contracts and leases.

The City Manager or his or her designee is authorized to promulgate regulations, guidelines and forms and to take any and all other actions reasonable and necessary to enforce this chapter.

08. Exemptions.

(A) The City Manager or his or her designee may exempt a food provider, retail vendor or special event promoter from the requirements of this chapter for a one-year period upon showing that this chapter would create an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances. The City Manager or his or her designee shall put the decision to grant or deny a waiver in writing and it shall be final.

(B) A food provider, retail vendor or special event promoter granted an exemption must reapply prior

to the end of the one-year exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed one year.

(C) An exemption application shall include all information necessary for the City to make its decision, including but not limited to documentation showing the factual support for the claimed exemption. The City Manager or his or her designee may require the applicant to provide additional information to determine facts regarding the exemption application.

(D) The City Manager or his or her designee may approve the exemption application, in whole or in part, with or without conditions.

(E) Foods prepared or packaged outside the City and sold inside the City are exempt from the provisions of this chapter. This exemption shall not apply to food providers operating in City facilities, pursuant to City contracts, or as a special event promoter in the City. Purveyors of food prepared or packaged outside the City are encouraged to follow the provisions of this chapter.

(F) Notwithstanding the prohibition on retail sales of products containing polystyrene foam or PFAS, products which pose a small risk of becoming litter or in which polystyrene foam is included for insulating or flotation purposes and is completely encased in more durable material are exempt from the provisions of this chapter. Examples include surfboards, boats, life preservers, construction materials, craft supplies and durable coolers not principally composed of polystyrene.

(G) Packaging for meat and fish is exempt from the provisions of this chapter.

09. Enforcement.

Enforcement of this chapter shall be as follows:

(A) The City Manager, or designee, shall have primary responsibility for enforcement of this chapter and shall have authority to issue citations for violation of this chapter. The City Manager, or designee, is authorized to establish regulations or administrative procedures to obtain compliance with this chapter, including, but not limited to, inspecting any vendor's premises to verify compliance in accordance with applicable law.

(B) Anyone violating or failing to comply with any of the requirements of this chapter or of any regulation or administrative procedure authorized by it shall be guilty of an infraction.

(C) The City Attorney may seek legal, injunctive, or any other relief to enforce this chapter and any regulation or administrative procedure authorized by it.

(D) The remedies and penalties provided in this chapter are cumulative and not exclusive of one another.

(E) The City may inspect any retail vendor's or special event's premises to verify compliance with this chapter.

10. Violations.

Violations of this chapter shall be enforced as follows:

(A) For the first violation, the City Manager , or designee, upon determination that a violation of this chapter has occurred, shall issue a written warning notice to the food provider, retail vendor or special event promoter specifying that a violation of this chapter has occurred, along with the appropriate penalties in the event of future violations. The vendor will have 30 days to comply.

(B) The following penalties shall apply for subsequent violations of this chapter:

- (1) A fine not exceeding \$100.00 for the first violation 30 days after the first warning.
- (2) A fine not exceeding \$200.00 for the second violation 60 days after the first warning.
- (3) A fine not exceeding \$500.00 for the third or subsequent violation 90 days after the first warning, and for every 30 days not in compliance.

(C) Vendors or special event promoters who violate this chapter in connection with commercial or noncommercial special events shall be assessed fines as follows:

- (1) A fine not exceeding \$200.00 for an event of 100 to 200 persons.
- (2) A fine not exceeding \$400.00 for an event of 201 to 400 persons.
- (3) A fine not exceeding \$600.00 for an event of 401 to 600 persons.
- (4) A fine not exceeding \$1,000 for an event of 601 or more persons.
- (5) The special events permit listing the number of persons expected to attend the special event shall be the basis upon which fines are assessed pursuant to this section.

11. Severability.

The provisions of this chapter are declared to be severable and if any provision, sentence, clause, section or part of this chapter is held illegal, invalid, unconstitutional or inapplicable to any person or

circumstances, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this chapter or their application to persons and circumstances.

12. No conflict with Federal or State law.

Nothing in this chapter shall be interpreted or applied so as to create any requirement, power or duty in conflict with any Federal or State law.

13. Preemption.

The provisions of this chapter shall be null and void on the day that California Statewide legislation or Federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this chapter, or in the event that a pertinent California State or Federal administrative agency issues and promulgates regulations, preempting such action by the City. The City shall determine by ordinance whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.



Agenda Item #: 9
Cost Center: Contingency
Staff Contact: Pagal
Agenda Date: 1/20/2021
Approved By: LL

ITEM: Consideration of an Agreement with Stearns, Conrad, and Schmidt Consulting Engineers, Inc. for Consulting Services to Conduct a Waste Characterization Study and Approval of Estimated Cost for Services and Associated Fees

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board execute the Agreement with Stearns, Conrad, and Schmidt Consulting Engineers, Inc. ("SCS Engineers") for a Sonoma County Waste Characterization Study, and approve the projected cost of services totaling \$135,322 effective from the execution date through completion of services expected September 2021. In addition to the services provided by SCS Engineers, there is an estimated \$15,360 for Recology's specialized route collection service, as well as additional fees that may be requested by Republic such as for reloading waste from the City of Petaluma into a Recology waste collection vehicle (to be delivered and disposed at the Redwood Landfill) and/or additional tipping fees. Staff recommends the Board approve all charges related to carrying out the 2021 Waste Characterization Study.

II. BACKGROUND

A waste characterization study totaling \$150,000 was approved as part of the final FY 20-21 budget by the Board at the May 20, 2020 regular meeting.

At the October 2020 Board Meeting, the Board directed staff to release the Request for Proposals (RFP) for a Sonoma County Waste Characterization Study and also directed staff to distribute the RFP.

The primary objectives of this study are to enable the Agency to:

1. Compare the Cascadia Consulting study from 2007 and SCS Engineers study completed in 2014 to allow the Agency to monitor and measure recycling, organics, and waste disposal trends;
2. Identify specific generators or, failing that, specific collection routes that are contributing substantial quantities of recyclable and organic materials to the waste stream;
3. Further define and measure household hazardous waste disposed into the County waste stream;
4. Identify SB 1383 targets including organics disposal compared to the 2014 study and edible food that could be potentially donatable.

III. DISCUSSION

On November 3, 2020, staff issued the RFP for a Sonoma County Waste Characterization Study. As part of the addendum released on November 23, 2020, the proposal deadline was extended from

December 4th to December 9th at 5:00 pm. Proposals were received from Abbe & Associates LLC of Alameda, CA, Cascadia Consulting Group of Seattle, WA & Oakland, CA, and SCS Engineers of Long Beach and Santa Rosa, CA prior to the deadline.

The proposals were reviewed and evaluated by Joey Hejnowicz, City of Santa Rosa Administrative Analyst; Thora Collard, ZWS Administrative Manager; Xinci Tan, ZWS Organics Program Manager; and Sloane Pagal, ZWS Zero Waste Program Manager. Of the three proposals, SCS Engineers received the highest score. A matrix listing all of the proposers and their scoring for the primary selection criteria in the RFP is included in this staff report as the Proposal Scoring Matrix attachment.

The evaluation team appreciated the extensive waste characterization study experience SCS Engineers brings to the table, as well as their proactive outreach to Recology Sonoma Marin in order to develop a representative sampling plan for residential routes as well as commercial classes and routes.

IV. FUNDING IMPACT

\$150,000 has been budgeted for this project from the Contingency Reserve. Based on information provided by SCS Engineers, the cost of services provided by the contractor plus vehicle re-routing costs to Recology are estimated at \$150,682. Additional payment to Republic for reloading waste into Recology vehicles from the City of Petaluma to be transported to Redwood Landfill for disposal, or tipping fees may also be required.

V. ATTACHMENTS

Waste Characterization Study Proposal Scoring Matrix
SCS Engineers Contract Resolution 2021
SCS Engineers Agreement for a Sonoma County Waste Characterization Study
SCS Cost Estimate for Services

**Zero Waste Sonoma Countywide Waste Characterization Study
Request for Proposals Comparison**

Primary Selection Criteria	Possible Points	Abbe & Associates	Cascadia	SCS
Waste Characterization Study Approach	30	21.50	27.25	29.00
Experience with waste characterization study projects	20	13.50	19.50	19.50
Assistance expected of Agency staff	20	14.25	16.50	16.00
Scope of work and budget	30	22.75	24.25	26.75
Total:	100	72.00	87.50	91.25

Resolution No.: 2021-05

Dated: January 20, 2021

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA ("ZWS"), AUTHORIZING AN AGREEMENT WITH STEARNS, CONRAD, AND SCHMIDT CONSULTING ENGINEERS, INC., ALSO KNOWN AS SCS ENGINEERS ("CONTRACTOR") FOR A SONOMA COUNTY WASTE CHARACTERIZATION STUDY

WHEREAS, the Contractor represents that it is duly qualified and experienced in conducting waste characterization studies and associated tasks; and

WHEREAS, in the judgement of the Board of Directors of ZWS, it is necessary and desirable to employ the services of the Contractor to perform a characterization study of the Sonoma County waste stream.

NOW, THEREFORE, BE IT RESOLVED that Zero Waste Sonoma hereby authorizes the Executive Director to execute an Agreement with SCS Engineers for Consulting Services to conduct a Waste Characterization Study for ZWS member agencies.

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: January 20, 2021

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

AGREEMENT FOR CONSULTING SERVICES TO CONDUCT A WASTE CHARACTERIZATION STUDY

This agreement ("Agreement"), dated as of January 20, 2020 ("Effective Date") is by and between Zero Waste Sonoma (also known as Sonoma County Waste Management Agency), (hereinafter "Agency"), and Stearns, Conrad, and Schmidt Consulting Engineers, Inc., a **California S Corporation** (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Consulting Services related to waste characterization studies; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to perform necessary preparation and execution of a waste characterization study; and,

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose performing consulting services related the preparation for and execution of a waste characterization study. Contractor shall perform services as defined in Exhibit A, Scope of Services.

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

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

1.4 Assigned Personnel.

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

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

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

2. Payment.

2.1 Contractor shall be paid one hundred thirty five thousand three hundred twenty two dollars (\$135,322) for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A and B, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

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

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

3. Term of Agreement. The term of this Agreement shall be from January 20, 2021 to September 30, 2021, unless terminated earlier in accordance with the provisions of Article 4 below.

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

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

5. Indemnification.

5.1 Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all third party actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the

performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

5.2 If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

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

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

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

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

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

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

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

6.4 Professional Liability Insurance. Professional liability insurance for all activities

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

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

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

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

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

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

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, similar labor disturbances, or other circumstances not within the Contractor's control, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

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

9. Representations of Contractor.

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

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services,

that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

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

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

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

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

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

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

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

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

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

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

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

Agency: Zero Waste Sonoma
Attention: Sloane Pagal
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403
Email: sloane.pagal@sonoma-county.org
Phone: (707) 565-1730

Contractor: Stearns, Conrad, and Schmidt Consulting Engineers, Inc.
Attention: Michelle P. Leonard
438 S. Marengo Avenue
Pasadena, CA 91101
Email: mleonard@scsengineers.com
Phone: (626) 792-9593

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

Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: ZERO WASTE SONOMA

By: _____
Chair

CONTRACTOR: STEARNS, CONRAD, AND SCHMIDT CONSULTING ENGINEERS, INC

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

Exhibit A

Contractor Scope of Services

Question 4: Scope of Work and Budget

Proposed Scope of Services

SCS details a proposed scope as follows. Details were outlined in the approach documented in Question 1 for Task 2 and 3.

TASK 1: MEETINGS AND PROJECT MANAGEMENT ACTIVITIES

At the beginning of the project, SCS will meet with the Agency project managers, operations staff, and other parties as needed to discuss the project understanding, each party's expectations, the project schedule, and to coordinate field activity. We will identify the lines of communication between the Agency and the SCS Project Manager, and establish a schedule of regular communications, such as weekly emails and/or monthly conference calls. These measures will be put in place to ensure the project moves forward efficiently.

At this meeting, we will request background information regarding Recology's collection schedule; 2019 disposal and diversion tonnages for each sector; and the list of commercial customers, their service levels and associated SIC codes. If available, SCS will also request background information for Sonoma Garbage Collectors and Sonoma County Resource Recovery including 2019 disposal tonnages for each sector; a list of commercial customers and their service levels. Based on available information, SCS will update field data forms, refine the field protocols, and define the project schedule. Following the kick-off meeting, SCS will prepare and provide to Recology, Sonoma Garbage Collectors, Sonoma County Resource Recovery and Agency staff the following:

At the onset of this project, we will meet with Agency staff to address the following:

- Questions about the study objectives and proposed data collection methods.
- Coordination with the franchised hauler, Recology, Sonoma Garbage Collectors, and Sonoma County Resource Recovery.
- Coordination with sampling sites.
- The list and definitions of materials to be considered in the study and how these material categories compare to those used in previous studies; including splitting or a combination of material categories and transferring subcategories such as carpet and carpet pad from the organics category to the construction and demolition category (sample material definitions provided in Appendix A)
- The proposed sampling plan and sorting schedule.
- Field forms (sample provided in Appendix B and Appendix C).
- The protocol for load and vehicle selection, sorting procedures and visual characterization logistics.

- The availability of tonnage information to establish the sampling plan.
- Draft and final report schedule.

SCS will conduct a meeting with Agency staff and waste collection haulers between March and May 2021 to debrief after the “wet season” sampling event and prepare for the “dry season” sampling event. After completing the final report, SCS will prepare a PowerPoint for presentation at up to two meetings as directed by the Agency.

Task 2: Waste Sampling and Sorting Process

All details for this task can be found under the approach described in Question #1.

Task 3: Data Analyses

SCS will compile sampling data within 30 days of completing the field work for each seasonal sampling event. SCS data compilation will include the following steps:

1. Perform all data entry and analysis.
1. Conduct quality control measures to confirm accuracy of data entered.
2. Provide standard statistical analysis to estimate average composition, standard error, and confidence intervals at the ninety percent (90%) confidence level.

The waste samples will be analyzed to estimate the material composition of the residual stream generated from the High Value Commercial Recycling material. Data presented will include mean percentages by weight, standard deviations, and statistical confidence intervals (90 percent confidence interval) for each group of data. Derivation of this data is as follows:

$$\text{Mean}(\bar{X}) = \sum_{i=1}^n x_i * \frac{1}{n};$$

$$\text{Standard Deviation (s)} = \sqrt{\frac{(n \sum x^2) - (\sum x)^2}{n(n-1)}}; \text{ and}$$

$$\text{Upper/Lower Confidence Interval Limits} = \bar{X} \pm \left[1.96 * \left(\frac{s}{\sqrt{n}} \right) \right]$$

Where: n = number of samples; and

x = sample percentage.

The mean is the arithmetic average of all data and the standard deviation is a measure of the dispersion in the data. Together, the mean and standard deviation determine the confidence interval. A 90 percent confidence interval contains the true proportion of a waste category with 90 percent confidence (i.e., similar studies will produce the same results 90 percent of the time).

Provide comparability of current waste composition as compared to findings from prior waste characterization studies (adjusted for the transfer of material subcategories as directed by the Agency).

Following on-site data collection, SCS staff will enter data recorded on the data sheets into a customized database and review it for data entry errors. The data entered will be verified for accuracy and adherence to hand-written sampling forms. We will then calculate composition estimates using the ratio of the material's weight to the total sample weight. Volume-to-weight conversion factors will be used to average waste samples characterized by the visual sorting technique.

Recoverability Analysis

In order to assist the Agency with development of diversion programs, we will provide a brief recoverability analysis of the waste composition, wherein each material will be classified according to one of six groups based on its suitability for recycling or diversion. The Agency will be able to use this information to target materials or sectors to enable compliance with State mandates such as SB 1383 and monitoring progress of the Countywide Integrated Waste Management Plan.

- **Recyclable Materials.** This includes paper, plastic, and metal materials for which there are currently robust markets, including those materials from C&D sources.
- **Compostable Materials.** This includes organic materials that are appropriate for municipal composting programs. These materials will be further classified to include material categories for compostable paper packaging, compostable paper-non packaging and "compostable" plastics, SCS will work with the Agency to allocate "compostable" plastics as a non-recoverable material.
- **Edible Food Materials.** This includes edible food material that is potentially donatable and edible food material that is not potentially donatable.
- **Potentially Recoverable.** This includes materials, not classified above, for which methods and/or technology exist for recycling, reuse, or other beneficial uses, but are not currently recovered.
- **Hazardous Waste.** This includes material classified as hazardous waste that is not currently acceptable in the curbside solid waste collection stream.
- **Non-Recoverable Materials.** This includes materials that do not fit any of the definitions above and that are not easily recovered or diverted from disposed waste.

Task 4: Draft and Final Reports

A report will be prepared, which will include an executive summary, background information, description of all study protocol and procedures, waste composition findings for each sector and overall for the Agency, and recycling and waste reduction and diversion opportunities, and conclusions and recommendations regarding the recovery of recyclables. The results will be presented in following ways:

1. Pie charts that show the relative presence of material categories, by sector and by commercial customer class;

1. Tables of the ten most prevalent materials;
2. Pie charts that show the relative presence of materials, overall and by sector, by recoverability;
3. Detailed composition tables by sector and by commercial customer class
4. Comparison of results with the 2007 and 2014 Waste Characterization Studies to allow the Agency to monitor and measure recycling, organics and waste disposal trends.
5. Recommendations for the Agency to continue progressing toward its zero waste goals. We will identify target materials or sectors to enhance existing or proposed programs
6. Identification of specific generators or collection routes that are contributing substantial quantities of recyclable and organic materials to the waste stream.
7. Identify SB 1383 targets including organics disposed compared to the 2014 study and edible food that could potentially be donatable.

A draft report will be submitted to the Agency in electronic format. After review and one set of comments, Following Agency review and comments, we will update the report and submit the Final Report to the Agency. Field data forms and photographs will be appended to the Draft and Final Reports. An electronic copy of the Microsoft Excel database will be submitted with an electronic version of the Final Report.

A PowerPoint presentation of the study's methodology and findings will be created for a public audience. The presentation will allow the Agency to easily share an overview and results of the waste characterization. In addition, SCS will be available to present the PowerPoint during up to two meetings, as determined by the Agency.

Project Deliverables

- Sampling Plan summarizing the waste sort study methods, definition of waste sectors, and explanation of methodology used to design and implement the primary data collection portion of the study.
- A Sampling Protocol, including data recording forms.
- Health and Safety Plans for each facility (including COVID-19 protocols).
- Quantities of waste showing distribution of waste types and tonnages and percentages by sectors.
- Composition, recoverability, and marketability of wastes, presenting waste composition results and key findings for each of the waste sectors.
- Draft Report, incorporating the results of sampling.
- Final Report and PowerPoint presentation.
- The project database (Excel format).

- Photographs.
- Field data recording forms.

Timeline

SCS has developed a timeline that details the schedule for meetings, field work, data analysis, reports and deliverables in **Table 3**.

Table 3. Project Timeline

Task	Task Description	2021									
		January	February	March	April	May	June	July	August	September	
1.0	Project Initiation	▼									
1.1	Meetings	▼	▼			▼	▼		▼	▼	
1.2	Finalize Work Plan	★									
2.0	Conduct Sampling and Waste Sorting (Wet Season)		★								
2.1	Conduct Sampling and Waste Sorting (Dry Season)						★				
3.0	Compile Sampling Results		→								
4.0	Submit Draft Report								★		
4.1	Submit Final Report									★	
Key:	▼ Meeting										
	★ Task Due Date										

Table 4. Budget Cost Estimate

DESCRIPTION			TASK 1 Submit A Work Plan	TASK 2 Conduct Sampling & Sorting		TASK 3 Compile Sampling Results	TASK 4 Submit Draft & Final Rpts	PROJECT TOTAL	
<u>SCS Title</u>	<u>Name</u>	<u>Rate</u> \$/Hour	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Cost</u>
Project Director	Leonard	\$280.00	2	0	0	0	2	4	\$1,120
Project Manager	Coelho	\$190.00	12	16	16	12	16	72	\$13,680
Project Advisor	Bills	\$230.00	4	0	0	0	2	6	\$1,380
Statistician	Demers	\$230.00	4	0	0	16	4	24	\$5,520
Project Professional	Baxter	\$190.00	0	40	40	0	0	80	\$15,200
Staff Professional	Purington	\$120.00	8	63	63	16	16	166	\$19,920
Administration	Varies	\$120.00	0	0	0	100	0	100	\$12,000
<i>subtotal</i>			30	119	119	144	40	452	\$68,820
Subcontractor									
Todd Sutton	Sort Crew Manager	\$82.50	0	63	63	0	0	126	\$10,395
Nothing Wasted	Sorters (2)	\$49.50	0	112	112	0	0	224	\$11,088
Green Mary	Sorters (6)	\$44.00	0	336	336	0	0	672	\$29,568
<i>subtotal</i>			0	511	511	0	0	1,022	\$51,051
Total Labor			30	630	630	144	40	1,474	\$119,871
Other Direct Costs (ODCs)									
		<u>Cost</u> \$/Unit	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Cost</u>
Mileage		\$0.58	100	250	250	0	0	600	\$348
Vehicle Rental (per day)		\$75.00	1	8	8	0	0	17	\$1,275
Per Diem (food & lodging)		\$150.00	1	11	11	0	0	23	\$3,450
PPE (per person per day)		\$25.00	1	86	86	0	0	173	\$4,325
Field Supplies & Equipment		Estimate	\$0	\$2,500	\$1,000	\$0	\$0	--	\$3,500
Total ODCs			\$283	\$4,895	\$3,395	\$0	\$0	--	\$12,898
G&A on Subcontractor			5%	\$0	\$1,276	\$0	\$0	--	\$2,553
TOTAL BUDGETARY ESTIMATE			\$5,923	\$49,897	\$48,397	\$19,880	\$6,900	\$135,322	

Assumptions

1. Each season consists of 7 days of sampling
2. Each day consists of 17-18 samples (2 crews of 5 people each sorting 9 samples per day)

Last seasonal study SCS hand-sorted 250 samples (125 each season) and visually characterized 300 waste loads (150 per season)