



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

November 21, 2024

REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

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

Meeting will also streamed via Zoom:

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

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

November 21, 2024

REGULAR MEETING

Closed Session begins at 8:30 a.m.

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

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Note: This packet is 82 pages total



Zero Waste Sonoma

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, November 20th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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

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



Agenda

Item

1. Call to Order
2. **Closed Session**
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Sec. 54957)
Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Sec. 54957.6)
Agency designated representative: Agency Counsel
Unrepresented employee: Executive Director
3. Agenda Approval
4. Public Comments (items not on the agenda)

Consent (w/attachments)

- 5.1 Minutes of the October 17, 2024 Meeting
- 5.2 October, November, December 2024 Outreach Calendar

Regular Calendar

6. Green Resolution Recognizing Lunchette [Pagal]
7. Annual Presentation of Waste Activities by Republic Services [Lukacs]
8. Consideration of an Agreement with COAR Design Group for Architectural & Engineering Design Services for a New HHW Facility Located at 5871-5895 Pruitt Ave, Windsor, CA [Lukacs, Scott]
9. Presentation and Update from Sparkl Reusables [Pagal]
10. Boardmember Comments – NO ACTION
11. Executive Director Report – VERBAL REPORT
12. Staff Comments – NO ACTION
13. Next ZWS meeting: December 19, 2024
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/Zero Waste Sonoma, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

Disabled Accommodation: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: November 21, 2024 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.

- 5.1 Minutes of the October 17, 2024 Meeting
- 5.2 October, November, December 2024 Outreach Calendar

6. Green Resolution Recognizing Lunchette

The Green Resolution is a way for Zero Waste Sonoma to recognize entities that exemplify zero waste practices. Staff is honoring Lunchette with a Green Resolution for their exemplary achievements in waste reduction and zero waste practices. **Staff recommends the Board adopt a Green Resolution recognizing Lunchette Restaurant for their commitment to the community and the environment through the implementation of proactive waste management practices.**

7. Annual Presentation of Waste Activities by Republic

Republic Services will be fulfilling their contractual obligation by providing an update on the progress made towards achieving goals established in the Master Operating Agreement between the County of Sonoma and Republic. The report includes a summary of landfill airspace, diversion analysis, green house gas update, SB 1383 organics summary, new developments, and visual updates. **This agenda item is informational and no action is required by the Board.**

8. Consideration of an Agreement with COAR Design Group for Architectural & Engineering Design Services for a New HHW Facility Located at 5871-5895 Pruitt Ave, Windsor, CA

At the August 15, 2024 Board meeting, the Board approved the RFP for the Architectural & Engineering Design Services for a New Household Hazardous Waste (HHW) Facility and also directed staff to distribute the RFP. The RFP was released on August 21, the mandatory pre-bid property walk-through was conducted on September 9, and responses to questions were posted on September 20, 2024. COAR Design Group was the highest-ranking proposer from both the written proposals and the interviews. **Staff recommends the Board provide direction for the Executive Director to execute the Agreement with COAR Design Group for Architectural and Engineering Design Services for a new HHW facility in Windsor with a termination date of January 1, 2029. Staff also recommends the Board approve the budget adjustment to fund this project.**

9. Presentation and Update from Sparkl Reusables

Sparkl will present on the progress, challenges, and achievements of the project over the past two years as outlined in the Annual Report which was submitted to Zero Waste Sonoma in July 2024 and includes additional activities completed to date. **Staff recommends the Board receive a presentation from Sparkl Reusables related to the Reusable Foodware Infrastructure and Services Pilot Program.**



Minutes of the October 17, 2024 Meeting

Zero Waste Sonoma met on October 17, 2024, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

City of Cloverdale – David Kelley
City of Cotati – ABSENT
City of Healdsburg – Larry Zimmer
City of Petaluma – Patrick Carter
City of Rohnert Park – ABSENT

City of Santa Rosa – Shawn Kara
City of Sebastopol – Sandra Maurer
City of Sonoma – ABSENT
County of Sonoma – Susan Gorin
Town of Windsor – Debora Fudge

Staff Present:

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

1. Call to Order Regular Meeting

Regular session was called to order at 9:05 a.m.
Introductions

Susan Gorin arrived 9:10 a.m.

2. Agenda Approval

3. Public Comments (items not on the agenda)

None

4. Consent (w/attachments)

- 4.1 Minutes of the August 15, 2024 Meeting
- 4.2 August, September, October, November 2024 Outreach Calendar
- 4.3 Fiscal Year 2023-24 Year End Financial Report

Board Comment:

None

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Cloverdale – David Kelley
Second: City of Petaluma – Patrick Carter

Vote Count:

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

AYES -6- NOES -0- ABSENT -4- ABSTAIN -0-
Motion passed.

Regular Calendar

5. Solid Waste Association of North America Western Regional Chapter Award [Lukacs]

Board Comments/Action Items:

- Great to see staff recognized for all the work they have done and continue to do.

Public Comments:

None

6. Proposed EPA Solid Waste Infrastructure for Recycling Grant Program Application -Expansion of Reusable Cup Program [Lukacs]

Board Comments/Action Items:

- What was the cost of the pilot program for the City of Petaluma?
- Is there a budget or expected request amount for the grant application?
- What is the percentage of the cups that were not returned?
- Does this save the businesses money?
- If the grant application is successful, is there a plan for rolling this out?
- Would it expand from one jurisdiction to another?
- Is there an intention or plan to extend this program long term?
- Very impressed with the implantation of this program.
- We should be working in the background to figure out a strategy on how to fund this long term.
- As we explore the extension, please connect with the Sonoma County airport and any businesses that sell beverages.
- As a new resident, it is so impressive to see low contamination rates and infrastructure throughout the County.

Public Comments:

None

Motion: To authorize ZWS to apply for the EPA Solid Waste Infrastructure for Recycling (SWIFR) grant funds to expand the "Reuse My Cup" program beyond Petaluma and implement a reusable cup initiative throughout Sonoma County.

First: City of Petaluma – Patrick Carter

Second: County of Sonoma – Susan Gorin

Vote Count:

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

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

Motion passed.

7. Proposed EPA Community Change Grant Program Application - Reuse Hub [Pagal]

Board Comments/Action Items:

- Would it be possible to install a commercial dishwashing facility in the property to extend the reuse cup program?
- Have you identified a reuse organization to partner with?
- How would this be different from existing reuse stores?
- Is there room at the HHW Pruitt Ave property in Windsor for this?
- Would you consider working with the haulers to bring in some of the items that are picked up as bulky items for reuse?
- It would be a good idea to explore setting up reuse collection at the transfer stations.
- If a property was purchased what would the plan be for the property after the three-year term of the grant?
- Has there been consideration of partnering with donation and reuse organizations and businesses?

Public Comments:

None

Motion: The Board authorizes ZWS to apply for funding through the EPA Community Change Grant (CCG) Program to support the development and implementation of a Reuse Hub in Sonoma County. The Reuse Hub will serve as a central facility for collecting, repurposing, redistributing, and repairing reusable materials, advancing our region's waste reduction and sustainability efforts.

First: City of Petaluma – Patrick Carter

Second: City of Cloverdale – David Kelley

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	ABSENT	City of Sebastopol	AYE

City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	ABSENT	Town of Windsor	AYE

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-
Motion passed.

8. Board Member Comments

- Healdsburg handed out compost countertop pails on October 12th as part of Zero Waste Week and it was a huge success.
- The Catalyst Fund has been working on funding for a food collection organization that will collect edible food and distribute to organizations that can store and distribute the food to those in need.

9. Executive Director Report – VERBAL REPORT

10. Staff Comments – NO ACTION

11. Next ZWS meeting: November 21, 2024

12. Adjourn: 10:23 a.m.

Submitted by: Amber Johnson

DRAFT



Agenda Item #: 5.2
 Agenda Date: 11/21/2024

ITEM: October, November, December 2024 Outreach Calendar

October 2024 OUTREACH

Start date	End date	Start time	End time	Event
10/1/24	10/1/24	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)
10/6/24	10/6/24	9:30 AM	12:30 PM	Windsor Farmers Market (Windsor)
10/6/24	10/6/24	12:00 PM	4:00 PM	Dia de los Muertos and Health Fair (Petaluma)
10/8/24	10/8/24	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
10/10/24	10/10/24	3:30 PM	6:00 PM	SRJC Green Living Fair (Santa Rosa)
10/11/24	10/13/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Windsor)
10/12/24	10/12/24	9:00 AM	5:00 PM	Mattress Collection Event (Windsor)
10/12/24	10/12/24	2:00 PM	5:00 PM	Reuse & Repair Fair (Rohnert Park)
10/12/24	10/12/24	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
10/15/24	10/15/24	5:00 PM	6:00 PM	Zero Waste 101 Webinar (Online)
10/15/24	10/15/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
10/16/24	10/16/24	5:00 PM	9:00 PM	Sustainability Social and Common Ground Screening
10/17/24	10/17/24	6:00 PM	7:00 PM	Zero Waste 101 Webinar - Spanish (Online)
10/18/24	10/20/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)
10/18/24	10/18/24	10:00 AM	11:00 AM	Tour of the WM Redwood Compost Facility
10/19/24	10/19/24	9:00 AM	5:00 PM	Mattress Collection Event (Cloverdale)
10/19/24	10/19/24	9:00 AM	12:00 PM	Compost Giveaway (Windsor)
10/22/24	10/22/24	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
10/24/24	10/24/24	9:00 AM	10:30 AM	CRRRA LATC October Speaker Series SB 1013 Bottle Bill (Online)
10/26/24	10/26/24	11:00 AM	5:00 PM	Trashlantis (Sebastopol)
10/26/24	10/26/24	10:00 AM	2:00 PM	DEA Drug Take Back Day
10/29/24	10/29/24	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)

November 2024 OUTREACH

Start date	End date	Start time	End time	Event
11/3/24	11/3/24	9:30 AM	12:30 PM	Windsor Farmers Market
11/5/24	11/5/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
11/8/24	11/10/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
11/12/24	11/12/24	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
11/19/24	11/19/24	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
11/23/24	11/23/24	9:00 AM	1:00 PM	HHW Collection Event (Sea Ranch)

December 2024 OUTREACH

Start date	End date	Start time	End time	Event
12/3/24	12/3/24	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
12/6/24	12/8/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Petaluma)
12/10/24	12/10/24	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
12/17/24	12/17/24	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)



Agenda Item #: 6
Cost Center: All
Staff Contact: Pagal
Agenda Date: 11/21/2024
Approved by: LL

ITEM: **Green Resolution Recognizing Lunchette**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board adopt a Green Resolution recognizing Lunchette Restaurant for their commitment to the community and the environment through the implementation of proactive waste management practices.

II. BACKGROUND

The Green Resolution is a way for Zero Waste Sonoma to recognize entities that exemplify zero waste practices. Staff is honoring Lunchette with a Green Resolution for their exemplary achievements in waste reduction and zero waste practices.

III. DISCUSSION

Lunchette, a restaurant and retail shop in Petaluma, was founded in 2017 by Naomi Crawford and Joel Baecker. Guided by a commitment to sustainability and community, Lunchette operates with a zero-waste philosophy, ensures fair living wages for its employees, and offers delicious grab-and-go meals made with fresh ingredients sourced from small, local farmers.

Naomi actively participates in initiatives promoting community resilience, including her involvement with Zero Waste Petaluma, which has evolved into the Zero Waste Action Group under 350 Petaluma. Through Lunchette, she gives back by providing monthly meals to the Petaluma Downtown Streets Team, an organization supporting unhoused individuals, and making weekly food donations to UnaVida, an organization providing aid to local families experiencing food insecurity. In 2023, Naomi launched *Launch[ette]*, a zine celebrating local food, spotlighting community members and businesses, sharing art and recipes, and offering practical tips for reducing waste and embracing sustainable living practices.

Lunchette incentivizes customers to bring their own bowl/containers by offering a 5% discount to those who bring their own bowls or containers—a practice many regulars follow. Most of the restaurant’s patrons take their food to go using single-use food ware. However, Lunchette uses products that are locally compostable and has introduced reusable/returnable glass jars for the overnight oats, golden mylk chia pudding, and pot de crème.

This summer, Lunchette began working with Sparkl Reusables to execute a three-month pilot program to test reusable containers in a take-out environment. The pilot with Sparkl was

subsidized in part through Zero Waste Sonoma’s 2023-2025 project to test different reusable food and drink service ware models, and Lunchette is the first restaurant in Sonoma County to attempt reusable to-go food ware. The pilot happened to coincide with the Closed Loop Partners’ purple cup pilot. This effort required a great deal of pre-planning, staff training, customer education, adjustments to use of space within the front of house for containers and return bins, and changes to the increased cost with the Point-of-Sale system when factoring in the deposit.

IV. FUNDING IMPACT

There are no new funding impacts resulting from this report.

V. ATTACHMENTS

Green Resolution 2024-01

Dated: November 21, 2024

GREEN RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING LUNCHETTE FOR THEIR SERVICE AND COMMITMENT TO
OUR COMMUNITY AND ENVIRONMENT

WHEREAS, Zero Waste Sonoma has created a Green Resolution in order to recognize outstanding service and commitment to the community and environment; and

WHEREAS, organizations and events engaging in practices of waste reduction and environmental awareness shall be promoted for their leadership in the community, and

WHEREAS, Lunchette is a small business located in Petaluma, CA. Lunchette’s mission is to achieve zero waste, pay employees living wages, and provide delicious grab-and-go food with products from small local farmers, and

WHEREAS, Lunchette is a member of a group of Sonoma County restaurants that is committed to sustainable practices throughout their operations, and

WHEREAS, Lunchette provides food to the Petaluma Downtown Streets Team to help the unhoused community, and

WHEREAS, Lunchette is a member of Zero Foodprint, committing to ongoing contributions to support regenerative farming practices as a way to mitigate its environmental impact and empower customer to invest in climate action with every purchase, and

WHEREAS, Lunchette donates weekly to UnaVida to help local food insecure families, and

WHEREAS, Lunchette hosts Terracycle return boxes for hard to recycle materials such as razors and blades, and

WHEREAS, Lunchette provides incentives for customers to bring their own food containers from home to reduce waste, and

WHEREAS, Lunchette is the first restaurant in Sonoma County to pilot a reusables program for take-out food, and

BE IT FURTHER RESOLVED that the Board of Directors wishes to recognize Lunchette for their outstanding commitment and leadership in waste reduction and environmental stewardship in our county.

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: November 21, 2024

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



Agenda Item #: 7
Cost Center: All
Staff Contact: Lukacs
Agenda Date: 11/21/2024
Approved by: LL

ITEM: Annual Presentation of Waste Activities by Republic Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This agenda item is informational and no action is required by the Board at this time.

II. BACKGROUND

As stated in the Master Operating Agreement, Republic Services is required to provide an annual report to the Board of Supervisors and to Zero Waste Sonoma.

III. DISCUSSION

Republic Services will be fulfilling their contractual obligation by providing an update on the progress made towards achieving goals established in the Master Operating Agreement between the County of Sonoma and Republic. The report includes a summary of landfill airspace, diversion analysis, green house gas update, SB 1383 organics summary, new developments, and visual updates.

IV. FUNDING IMPACT

No funding impacts as this item is informational only..

V. ATTACHMENTS

2024 Presentation

MOA Annual Presentation

September 2024



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Site Map 2024



Photo 06/2024

Landfill Airspace

As of 12/31/2023

Projected Airspace Volume Consumed	25,258,327.06 Cubic Yards
In Place Waste Density (3-Year Average)	1,584 lb/CY
Remaining Airspace of the Landfill	7,391,672.94 Cubic Yards

Airspace Consumed
(Annual Survey Date 1/18/2023 – 1/24/2024)

- Solid Waste Placed (CY)	458,241 Cubic Yards
- Tonnage Accepted Between Surveys:	
MSW	321,494 Tons
Fire Debris	0 Tons
Total	321,494 Tons

Landfill Site Life

Density	Remaining Tons	Annual Tons*	Remaining Life
1,250	4,619,796	325,000	14.1 years
1,350	4,989,379	325,000	15.2 years
1,450	5,358,963	325,000	16.3 years
1,550	5,728,547	325,000	17.4 years

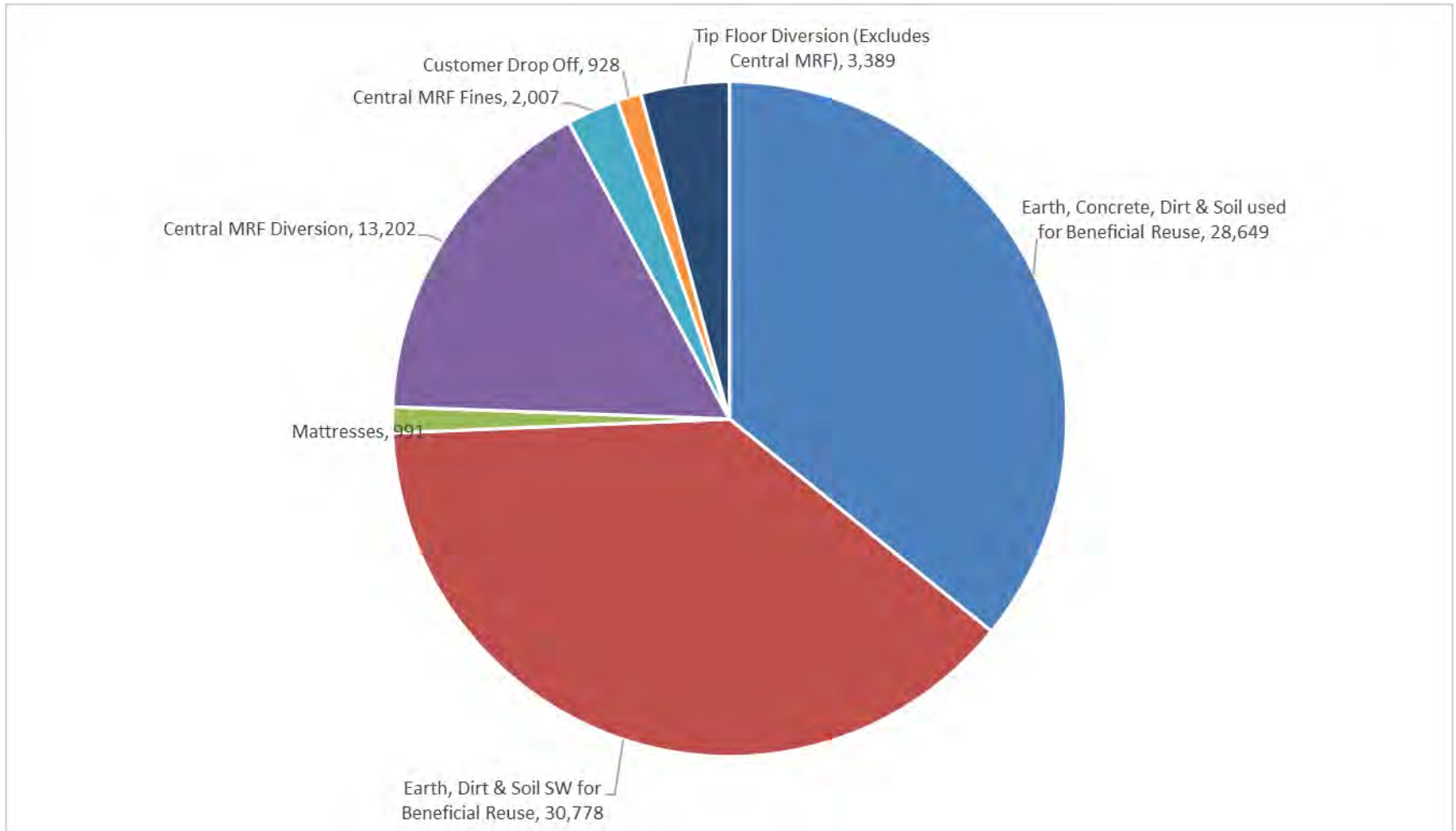
*Based off of the Joint Technical Documents projection for annual waste tons accepted at the facility.

Diversion Analysis

6/2023-5/2024

Earth, Concrete, Dirt & Soil used for Beneficial Reuse			28,649
Earth, Dirt & Soil SW for Beneficial Reuse			30,778
Mattresses/Carpets			991
Central MRF Diversion			13,202
Central MRF Fines			2,007
Customer Drop Off			928
Tip Floor Diversion (Excludes Central MRF)			3,389
Annual Goal	44,735	Total	79,945

Diversion Analysis



Diversion Goals

<u>Initiative</u>	<u>Projected</u>	<u>2023 Totals</u>
Central MRF Diversion	13,863 Tons (5% Increase)	13,202 Tons
Tip Floor Diversion	3,898 Tons (15% Increase)	3,389 Tons
*All Others	66,521 Tons (5% Increase)	63,353 Tons
Totals	84,281	79,945
**Diversion Goal	44,735	

***Includes: Appliances, Soils, E-Waste, Mattresses, Tires, and Treated Wood**

****Food waste has been removed from the diversion goal for Republic and included in the contract with Recology**

Green House Gas Update

This GHG inventory represents a snapshot of GHG emissions at Central Landfill from 2019 to 2022. LFG-derived GHG emissions would have occurred because of placement of the waste at any landfill facility in the region.

The Site has implemented several programs and projects that directly or indirectly lead to lowered GHG emissions. Waste diverted from disposal at the MRF results in GHG reductions. Though those reductions will be indirect and offsite, the reductions are attributable to development of the MRF. Improved LFG capture could also achieve GHG emission reductions, which could result from improvements to the GCCS and/or cover management practices.

Source	2020	2021	2022	2023
Landfill Methane	72,343	68,886	62,183	51,608
Landfill Equipment	1,513	1,277	1,977	2,175
Total GHG Emissions	73,856	70,163	64,160	53,783
Biogenic CO ₂	16,761	15,481	12,679	10,379

All emissions in MTCO₂e

SB 1383 Organics Program Update

- \$2.5 Million grant received from State of California to install food waste depackaging program. Expected operational date: March 2025
- Food waste generated in County planned to be received at facility.
- SB 1383 sampling is being performed quarterly by Republic at all the transfer station facilities.
- Food waste tonnage numbers by calendar year:
 - 2019 7,148
 - 2020 5,840
 - 2021 8,560
 - 2022 8,658
 - 2023 8,229

New Developments

Central Landfill Improvements 2023

- Completed construction of Cell R-4
- Installed 10 vertical gas/leachate extraction wells
- Installed 10 clean-outs along leachate pipeline
- Placed 155 automated wellheads on gas extraction wells

Transfer Station Improvements 2023

- Replacing sections of concrete tipping floor at Sonoma TS, Guerneville TS, and Healdsburg TS
- Painted buildings/structures
- Implemented carpet recycling program

Current Year Developments

- Construct Cell R-5
- Construct additional dual leachate/gas extraction wells
- In process of upgrading LFGTE engines with Air Fuel Ratio Devices
- Complete permitting for food waste processing equipment

Cell R-5 Blasting (May 2024)



Cell R-4 Construction (January 2024)



2023 Gas Construction (October 2023)



Transfer Station Beautification (2024)



Landfill Tornado (February 2024)





Agenda Item #: 8
Cost Center: Contingency
Staff Contact: Lukacs, Scott
Agenda Date: 11/21/24
Approved By: LL

ITEM: Consideration of an Agreement with COAR Design Group for Architectural & Engineering Design Services for a New HHW Facility Located at 5871-5895 Pruitt Ave, Windsor, CA

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board provide direction for the Executive Director to execute the Agreement with COAR Design Group for Architectural and Engineering Design Services for a new HHW facility in Windsor with a termination date of January 1, 2029. Staff also recommends the Board approve the budget adjustment to fund this project.

II. BACKGROUND

On January 29, 2024 Zero Waste Sonoma (ZWS) purchased a property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build a second, main HHW facility in Sonoma County. At the May 16, 2024 Board meeting, the Board authorized ZWS to enter into an agreement with Sonoma Public Infrastructure’s Capital Projects Department (SPI) to lead the project management of building a new facility including the creation of relevant request for proposals (RFP).

At the August 15, 2024 Board meeting, the Board approved the RFP for the Architectural & Engineering Design Services for a New Household Hazardous Waste (HHW) Facility and also directed staff to distribute the RFP. The RFP was released on August 21, the mandatory pre-bid property walk-through was conducted on September 9, and responses to questions were posted on September 20, 2024.

III. DISCUSSION

Four proposals were received for design services. Proposers included COAR Design Group, STRATA AP, Interactive Resources, and William Duff Architects.

The proposals were reviewed and evaluated by Soojin Park, Capital Project Manager at Sonoma County Public Infrastructure; Glenn Morelli, Integrated Waste Operations Division Manager at Sonoma County Public Infrastructure; Courtney Scott, HHW Program Manager at Zero Waste Sonoma; Larry Sweetser, Owner of Sweetser & Associates; and Patrick Streeter, Community Development Director at the Town of Windsor.

After the proposals were ranked, the top three scoring firms were invited to participate in interviews conducted by the same evaluation team. The written proposals were scored up to 100 points and the interviews were ranked one through three with scores up to 20 points. (1 = 20 points, 2 = 10 points, 3 = 5 points).

COAR Design Group was the highest-ranking proposer from both the written proposals and the interviews. Scoring tables are shown below:

Written Proposals

	COAR	STRATA	Interactive	WDA
Evaluator #1	89	76	76	86
Evaluator #2	96	96	64	67
Evaluator #3	75	74	58	56
Evaluator #4	98	70	100	57.8
Evaluator #5	90	68	72	56
Average	89.6	76.8	74	64.56

Interviews

	COAR	STRATA	Interactive
Evaluator #1	20	5	10
Evaluator #2	20	10	5
Evaluator #3	20	10	5
Evaluator #4	10	20	5
Evaluator #5	20	10	5
Average	18	11	6

IV. FUNDING IMPACT

COAR will be paid an amount not to exceed \$1,090,115 for services described in Exhibit A, Base Scope of Services. Certain additional services may be permitted by written approval for an additional \$163,517 as described in Exhibit B, Additional/Optional Services. Project funding will come out of Debt Servicing Reserves.

V. ATTACHMENTS

1. COAR Design Group Contract Resolution 2024
2. COAR Design Group Agreement for Architectural and Engineering Design Services for a New HHW Facility

Dated: November 21, 2024

RESOLUTION OF ZERO WASTE SONOMA (ZWS) AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH COAR DESIGN GROUP TO PROVIDE ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE PROPOSED HOUSEHOLD HAZARDOUS WASTE FACILITY IN WINDSOR AND APPROVE THE BUDGET ADJUSTMENT TO FUND THIS AGREEMENT

WHEREAS, ZWS recently acquired property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build an additional household hazardous waste (HHW) facility in Sonoma County; and

WHEREAS, ZWS has contracted with Sonoma Public Infrastructure, a Department of the County of Sonoma ("SPI"), to provide project management services to ZWS for the development of the HHW facility; and

WHEREAS, SPI and ZWS released a Request for Proposals (RFP) for Architecture and Engineering Design Services for the proposed HHW Facility in Windsor; and

WHEREAS, COAR Design Group submitted a proposal and received the highest score by the review committee; and

WHEREAS, COAR Design Group represents that it is a duly qualified architecture firm, experienced in architectural design and related services; and

WHEREAS, it is necessary and desirable to employ the services of COAR Design Group for completing architectural design and other professional services as part of planning, site assessment, and project support for the proposed HHW Facility project; and

WHEREAS, the funding source for this agreement will be the Debt Servicing Reserve fund, 78113-66111300-19831; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Agency to enter into an agreement with COAR Design Group for Architecture and Engineering Design Services for the development of the proposed HHW facility. The form of the agreement shall be approved by Agency Counsel and Executive Director, and the Executive Director is hereby authorized to execute the agreement and such additional documentation as required to implement this direction.

BE IT FURTHER RESOLVED that the Board of Directors authorizes the budget appropriations to the Debt Servicing Reserve Fund in the amount of \$1,253,632.

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: November 21, 2024

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

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of November 21, 2024 ("Effective Date") is by and between the Sonoma County Waste Management Agency, a California joint powers agency (hereinafter "ZWS"), and COAR Design Group (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified architecture firm, experienced in architectural design and related services; and

WHEREAS, in the judgment of the ZWS, it is necessary and desirable to employ the services of Consultant for completing architectural design and other professional services as part of planning, site assessment, and project support for the proposed Household Hazardous Waste Facility project.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With ZWS. Consultant shall cooperate with ZWS and ZWS staff in the performance of all work hereunder.

1.3 Performance Standard.

- a. Consultant 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 Consultant's profession. ZWS has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by ZWS shall not operate as a waiver or release. If ZWS determines that any of Consultant's work is not in accordance with such level of competency and

standard of care, ZWS, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with ZWS to review the quality of the work and resolve matters of concern; (b) require Consultant 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.

- b. Drawing and specification electronic file format. Consultant shall produce all plans, for all disciplines, using Autodesk's AutoCAD, latest release for Microsoft Windows or minimum AutoCAD 2011 release. All specification sections shall be produced using Microsoft Word, latest release for Microsoft Windows. Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete set of drawings and specifications on disk is produced for use in bidding and construction of the project. At completion of the bidding phase, Consultant will complete a conforming set of construction documents integrating the addenda with plans and specifications prior to construction starting. Consultant shall submit to ZWS a copy of Conformed Construction Documents on disk in each of the following formats:

Drawings:

- 1) AutoDesk AutoCAD latest release version or minimum AutoCAD 2011, with all XRef's bound into each primary drawing file. Include copies of any non AutoCAD standard plot style files and text style files used; and
- 2) Revit files – one folder containing the entire set of models linked into the central model; and
- 3) Adobe Acrobat PDF – one file containing the entire set of drawings is preferred; however, for large projects separate file for each discipline will be acceptable.

Specifications:

- 1) Microsoft Word DOC format; and
- 2) Adobe Acrobat PDF Format

- c. Record documents: Consultant shall prepare the Record Documents. Conformed Construction Documents may be used by Consultant to produce the Record Drawings, if requested by ZWS, as follows: Consultant will make the Record Document corrections based on Consultant's request for information responses, observable conditions during site visits, known changes to the Contract Documents, and information provided by Contractor and/or ZWS. Using the Contract Document set of AutoCAD drawings, Consultant will prepare the Record Drawings. Upon Consultant's completion of the Record Drawings the electronic files will be submitted to ZWS in original form and Adobe Acrobat PDF form. Consultant will also submit

complete corrected specifications in Microsoft Word format (latest Microsoft Windows release). Coordination of Consultant's and sub-consultants' drawings and specifications shall be performed by Consultant so that one complete and final set of drawings and specifications (Record Documents) on disk is produced for ZWS's use.

- d. Consultant shall provide a separate fee in its fee proposal to prepare final record documents. At the completion of project, ZWS may elect not to require consultant to prepare final record documents. In this case, a deductive amendment to Consultant's agreement will be prepared by ZWS in the amount Consultant stated in its fee proposal to prepare final records documents.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time ZWS, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from ZWS or ZWS representative.
- 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 ZWS to be key personnel whose services were a material inducement to ZWS to enter into this Agreement, and without whose services ZWS would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of ZWS. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Jeff Katz, Matt Kingdon, Krt Maness, and Courtney Sluder.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For the individual phases and tasks listed in Exhibit A, Consultant shall be paid the stated lump sum amounts for each respective task authorized and performed, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

The hourly rates used to derive the lump sum amounts are specified in Exhibit A, attached hereto and incorporated herein by this reference.

Consultant shall submit a monthly bill[s] for payment. The bill[s] shall identify the task authorized, services completed under each task, Consultant's estimate of the percentage of the services complete for each task, and the amount charged for the preceding month. ZWS shall pay Consultant on a monthly basis based on the percentage of each task completed in the prior month. Such percentage completion shall be estimated by Consultant on the monthly invoice, subject to review by ZWS. If ZWS disagrees with Consultant's estimated percentage completion, ZWS shall pay Consultant the percentage completion as determined by ZWS, and shall provide written explanation to Consultant for ZWS's determination of the percentage completion for the prior month.

To the extent any Additional Services are requested or approved by ZWS, Consultant shall be paid on a time and material/expense basis in accordance with the rates and terms as stated in Exhibit B and otherwise in accordance with the terms as stated in that Exhibit.

Upon its periodic completion of any Additional Services, Consultant shall submit its bill[s] for payment. The bill[s] shall identify the services completed and the amount charged. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement or Amendment[s] to the Agreement shall not be reimbursed.

Notwithstanding any of the foregoing, Base Scope services shall not exceed One Million Ninety Thousand One Hundred Fifteen Dollars (\$1,090,115), and total amounts paid to Consultant under this Agreement (including any Additional Services as permitted herein) shall not exceed One Million Two Hundred Fifty-Three Thousand Six Hundred Thirty-Two Dollars (\$1,253,632), without the prior written approval of ZWS.

Invoices shall be sent to the Household Hazardous Waste (HHW) Manager via email at Courtney.scott@sonoma-county.org or mailed to:

Zero Waste Sonoma
Attn: Courtney Scott
2300 County Center Drive, B100
Santa Rosa, CA 95403

Unless otherwise noted in this Agreement, payments shall be made within the normal course of ZWS business after presentation of an invoice in a form approved by ZWS for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by ZWS.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, ZWS shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, ZWS requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then ZWS requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify ZWS of any changes in the facts. Forms should be sent to ZWS pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide ZWS with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to January 1, 2029 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, ZWS shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant 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, ZWS may immediately terminate this Agreement by giving Consultant 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, Consultant, within 14 days following the date of termination, shall deliver to ZWS all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to ZWS an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by ZWS, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which

bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if ZWS terminates the Agreement for cause pursuant to Section 4.2, ZWS shall deduct from such amount the amount of damage, if any, sustained by ZWS by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of ZWS. In addition, the Executive Director of ZWS, in consultation with ZWS Counsel, shall have the authority to terminate this Agreement on behalf of ZWS.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including ZWS, and to indemnify, hold harmless, and release ZWS, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against ZWS based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on ZWS's part, but to the extent required by law, excluding liability due to ZWS's conduct. ZWS shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. 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 Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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. The ZWS Board of Directors must authorize all extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of ZWS.

9. Representations of Consultant.

9.1 Standard of Care. ZWS has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by ZWS shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, 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. Consultant is not to be considered an agent or employee of ZWS and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits ZWS provides its employees. In the event ZWS exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform ZWS

9.4 Taxes. Consultant 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. Consultant agrees to indemnify and hold ZWS harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case ZWS is audited for compliance regarding any

withholding or other applicable taxes, Consultant agrees to furnish ZWS with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to ZWS for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by ZWS, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with ZWS disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant 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, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10 Assignment of Rights. Consultant assigns to ZWS 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 Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to ZWS in this Agreement, and to refrain from taking any action which would impair those rights. Consultant'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 ZWS may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of ZWS. Consultant 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 ZWS.

9.11 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 Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of ZWS. ZWS 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, Consultant shall promptly deliver to ZWS all such documents, which have not already been provided to ZWS in such form or format, as ZWS deems appropriate. Such documents shall be and will remain the property of ZWS without restriction or limitation. Consultant 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 ZWS.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

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 limits ZWS’s right to terminate this Agreement pursuant to Article 4.

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

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

TO: ZWS:

Zero Waste Sonoma

Attn: Courtney Scott
2300 County Center Drive, B100
Santa Rosa, CA 95403
Courtney.scott@sonoma-county.org

TO: CONSULTANT: COAR Design Group
Attn: Jeff Katz
200 E Street
Santa Rosa, CA 95404

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 or email, 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 and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email 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 ZWS 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. Consultant and ZWS 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. Consultant and ZWS 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 Santa Rosa or 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. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

ZWS: _____

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR ZWS:

By: Ethan Walsh
Agency Counsel

Date: _____

APPROVED AS TO FORM FOR
ZWS:

By: _____
Agency Counsel

Date: _____

EXECUTED BY:

By: _____
Executive Director

Date: _____

Exhibit A

Base Scope of Services

The Project aims to construct a new household hazardous waste facility (HHWF) with the potential inclusion of ZWS Office Spaces. All services listed in Exhibit A are in support of the development, planning and construction of the proposed HHWF and ZWS Office Space as more particularly described below.

- HHWF
 - (10) Large outside bays, each large enough to shelter 40-yard roll-off dumpsters
 - (1) Kitchenette with a break room
 - (5) Cubicle workstations
 - Bathrooms, shower, and locker rooms as required by the California Plumbing Code
 - (1) Loading dock
 - (1) Explosive proof bulking room
 - (1) Reuse “store” where residents can take gently used HHW items
- ZWS Office Spaces
 - (4) Private Offices
 - (10) Cubicle workstations
 - (1) Boardroom to seat 10 people at front and room for audience
 - (1) Kitchen with a break room
 - Bathrooms as required by the California Plumbing Code

Task 1: Planning/Environmental Services

The Consultant shall assemble and review all available information pertaining to the project, including but not limited to any ordinances, surveys, record maps, improvement plans, Town of Windsor construction standards, utility base maps, and Geographic Information System data layers. The Consultant shall provide the following services:

- a. Organize a virtual or in-person kick-off meeting with representatives from ZWS.
- b. Provide detailed design schedule indicating required milestone dates, accounting for the ZWS Board of Directors meetings.
- c. Contact adjacent property owners or agencies that may be impacted by the project.
- d. Coordinate with utility providers to determine the location of existing facilities and avoid conflicts.
- e. Investigate and photograph the existing site conditions.
- f. Report conditions that could potentially affect design or construction of the proposed improvements.
- g. Participate in public outreach to inform residents of proposed improvements.

- h. Attend one public meeting with the Town of Windsor Planning Commission.
- i. Review the completed Phase I and Phase II Environmental Studies, soil sampling, and bridge assessments for this parcel.
- j. Prepare a California Environmental Quality Act (CEQA) General Plan Consistency Checklist pursuant to CEQA Guidelines Section 15183 and any other mandated environmental reviews.
 - i. Consider impacts of “Shiloh Business Park” on the adjacent parcel (APN 059-271-095).
 - ii. Conduct a bat survey and any other studies required by the Town of Windsor.
- k. Prepare a traffic impact study as required by the Town of Windsor.
- l. Prepare a Flood Design and Hydraulic Analysis in compliance with the “Flood Design Criteria and Hydraulic Analysis Requirements for Development Projects within the Town of Windsor” using the “Hydraulic Analysis Report Template for Development Projects within the Town of Windsor” located here:

<https://www.townofwindsor.com/1090/DocumentsStandards>
- m. Prepare a soil management plan for all earthwork construction and design of engineered barriers informed by the Phase II Environmental Study.
- n. Obtain confirmation from the Regional Water Quality Control Board regarding the presence of permanent Storm Water Low Impact Design (SWLID) Best Management Practices (BMP) features on site.
- o. Prepare a geotechnical report and topographic survey of the existing site.

Task 2: Demolition and Deconstruction Services

- a. Prepare a Bid Package for the Demolition and Deconstruction of the existing structure on site. This Bid Package shall be delivered prior to the design of the HHWF and offices.
 - i. Prepare a workplan for deconstruction/salvaging of materials in the existing cross-shaped structure, followed by demolition of the structure.
 - ii. Conduct an Asbestos/Lead Survey of existing structures.
- b. Assist with the bidding process by answering contractor questions, providing clarifications, and preparing contract addenda.
- c. Meet with ZWS or contracted representative as needed, with the frequency depending on project activity. At a minimum, the consultant should anticipate meeting biweekly.

Task 3: Concept Design Phase

- a. Conduct an analysis of HHW materials to be received at the facility and develop mitigation strategies to protect ZWS staff from exposure while working at the HHWF or in office settings.

- b. Evaluate the location of existing utilities and advise on relocation. Notify and negotiate with utility companies.
- c. Prepare electronic plans and do a page turn with ZWS and stakeholders at 100% Concept Design. Receive and incorporate feedback into the design.
- d. Consultant to prepare two design options. Option 1 includes the ZWS Office Spaces and Option 2 does not.
- e. Consultant to submit for Pre-Application reviews with the Town of Windsor once 100% Concept has been completed. Consultant will be responsible for preparing submittals for entitlements.
- f. Meet with ZWS or contracted representative as needed, with the frequency depending on project activity. At a minimum, the consultant should anticipate meeting biweekly.

Task 4: Schematic Design Phase

- a. Participate in any public hearings required by the Town of Windsor's Community Development Department.
- b. Prepare preliminary SWLID design, calculations, and report for approval by the Town of Windsor and Regional Water Quality Control Board per feedback from the Planning phase above.
- c. Further develop the two design options. Option 1 includes the ZWS Office Spaces and Option 2 does not. ZWS will make a determination on whether the ZWS Office Spaces will be part of this project upon receipt of 100% Schematic Design, before entering Design Development.
- d. Prepare electronic plans and do a page turn with ZWS and stakeholders at the following stages. Receive and incorporate feedback into the design.
 - i. 50% Schematic Design (SD)
 - ii. 100% Schematic Design (SD)
- e. Prepare full size plans with a title sheet, plan sheets, standard details, an accurate Engineer's Estimate of construction costs, etc. Submit project plans and documents for review at the 100% Schematic Design (SD). Furnish two full-size paper copies and a PDF file. The ZWS Ad Hoc Committee will have the option to provide review.
- f. Plans, Specifications, & Estimates (PS&E) must include architectural, civil, structural, mechanical, electrical, plumbing, fire protection, planting, and irrigation scope. PS&E must reflect the detailed development of these systems in alignment with industry standards for level of detail at SD phase.
- g. Consultant to submit for Referral reviews with the Town of Windsor once 100% SD has been completed. Consultant will be responsible for preparing submittals for entitlements.
- h. Aid in the preparation of a Request For Proposal (RFP) for a Construction Manager At Risk (CMAR) based on 100% SD.

- i. Meet with ZWS or contracted representative as needed, with the frequency depending on project activity. At a minimum, the consultant should anticipate meeting biweekly.

Task 5: Design Development Phase

- a. Prepare electronic plans and do a page turn with ZWS and stakeholders at the following stages. Receive and incorporate feedback into the design.
 - i. 50% Design Development (DD)
 - ii. 100% Design Development (DD)
- b. Prepare full size plans with a title sheet, plan sheets, standard details, an accurate Engineer's Estimate of construction costs, etc. Submit project plans and documents for review at the following stages. For each plan set, furnish two full-size paper copies and a PDF file. The ZWS Ad Hoc Committee will have the option to provide review at these milestones.
 - i. 50% Design Development (DD)
 - ii. 100% Design Development (DD)
- c. Plans, Specifications, & Estimates (PS&E) must include architectural, civil, structural, mechanical, electrical, plumbing, fire protection, planting, and irrigation scope. PS&E must reflect the detailed development of these systems in alignment with industry standards for level of detail at DD phase.
- d. Consultant to submit for Improvements and Building reviews with the Town of Windsor once 100% DD has been completed.
- e. Collaborate with all other consultants and contractors ZWS adds to the project team for constructability reviews and cost analysis. Incorporate suggested constructability comments into design.
- f. Provide ADA compliant design in and outside the building.
- g. Develop a Storm Water Pollution Prevention Plan (SWPPP).
- h. Update SWLID design, calculations, and report for approval by the Town of Windsor and Regional Water Quality Control Board.
- i. Prepare preliminary fixtures and equipment recommendations on all finishes and materials. This includes door control card readers and all infrastructure to support security, door controls, and workstations. Modular furniture, conferencing equipment, and audio-visual equipment will be supplied by the owner.
- j. Provide and assist with clash detection, updating plans in response to any rework determined necessary.

Task 6: Construction Documents Phase

- a. Prepare electronic plans and do a page turn with ZWS and stakeholders at the following stages. Receive and incorporate feedback into the design.
 - iii. 50% Construction Documents (CD)
 - iv. 100% Construction Documents (CD)

- b. Prepare full size plans with a title sheet, plan sheets, standard details, an accurate Engineer's Estimate of construction costs, etc. Submit project plans and documents for review at the following stages. For each plan set, furnish two full-size paper copies and a PDF file. The ZWS Ad Hoc Committee will have the option to provide review at these milestones.
 - iii. 50% Construction Documents (CD)
 - iv. 100% Construction Documents (CD)
- c. Plans, Specifications, & Estimates (PS&E) must be suitable for bidding architectural, civil, structural, mechanical, electrical, plumbing, fire protection, planting, and irrigation scope.
- d. Consultant to continue plan check for the Building Permit and Public Improvements Permit with the Town of Windsor.
- e. Collaborate with all other consultants and contractors ZWS adds to the project team for constructability reviews and cost analysis. Incorporate suggested constructability comments into design.
- f. Ensure ADA compliant design in and outside the building.
- g. Finalize a Storm Water Pollution Prevention Plan (SWPPP) ready for implementation during Construction Phase.
- h. Prepare Final SWLID design, calculations, and report for approval by the Town of Windsor and Regional Water Quality Control Board.
- i. Obtain permits from the Town of Windsor, Bay Area Air Quality Management District, etc. necessary for the demolition and construction of this project.
- j. Provide and assist with clash detection, updating plans in response to any rework determined necessary.
- k. Prepare a Bid Package for the Construction of the new HHWF and ZWS Office Spaces, if applicable.
 - i. CalRecycle grant will be pursued to cover the costs of HHWF equipment. PS&E must comply with the Environmentally Preferable Purchasing (EPP) outlined in <https://calrecycle.ca.gov/epp/>.
 - ii. Provide project approach to mitigate long lead times on equipment and materials.
 - iii. Prepare technical specifications and bid schedule for inclusion in the project Special Provisions. The County will supply the front-end documents of the Special Provisions.
 - a. Ensure contractor(s) are responsible for creating training videos, Operations & Maintenance (O&M) manuals, and in-person training with ZWS facility operators.
 - b. Ensure salvaged materials are incorporated into the project as an educational, community engagement element.
 - iv. Prepare an accurate Engineer's Estimate of construction costs.
 - v. Prepare an estimate of contract working days for construction.

- vi. Consider available budget in design alternatives. Provide recommendations to ZWS or contracted representative if construction or design costs are anticipated to exceed budget.
- vii. Prepare final FF&E.

Task 7: Bid and Construction Support Services

Bid support services are based on an assumed four week bid period, followed by four weeks of bid analysis and review services as noted. Construction contract administration services are based on a Twelve month construction period, from Notice to Proceed through Certificate of Occupancy. The Consultant shall provide the following services during the bid and construction phases of the project:

- a. Assist with the bidding process by answering contractor questions, providing clarifications, and preparing contract addenda.
- b. Attend a pre-construction meeting with contractors and construction managers as needed.
- c. Respond in writing to Submittals and Requests for Information (RFI).
- d. Prepare and issue Change Order plans, drawings modifications, or sketches as needed during construction.
- e. Provide two site visits per discipline (by the respective engineers) for civil, structural, mechanical, electrical, plumbing, fire protection, and landscape to review progress of construction and conformance with construction documents.
- f. Make one additional site visit to perform Punchlist. Punchlist Inspection will include a detailed listing of all items remaining to be completed by the Contractor.
- g. Make one additional site visit to perform Final Inspection. Final Inspection will certify that all work has been completed in accordance with construction documents.
- h. Provide building commissioning services as required during construction phase.
- i. Obtain a Certificate of Occupancy.
- j. Attend weekly construction progress meetings.
- k. Meet with ZWS or contracted representative on an as-needed basis.

Task 8: Project Closeout Services

Project Closeout services are based on a One month period. The Consultant shall provide the following services at the closeout of the project:

- a. Participate in a final walk-through of the project as needed.
- b. Prepare the As-built Drawing from the Construction Manager's and Contractor's markups of the Record Drawing.
- c. Review and sign the As-built Drawing as the Engineer of Record.

- d. Prepare the engineer’s statement per Title 22, Cal. Code Regs., section 66264.175(c).
- e. Provide a digital copy of project files to ZWS or contracted representative.
- f. Final deliverables shall include Revit files, AutoCAD drawing of the final design in DWG and PDF formats, the Engineer's Estimate in Microsoft Excel format, and Special Provisions in Microsoft Word format.

Base Scope Services shall be provided for fixed lump sum amounts, as follows:

Task 1: Planning/Environmental Services	
a. Project Initiation	\$ 40,870
b. Environmental Services	\$ 170,215
c. Prepare LOMA/LOMR-F	\$ 9,880
Task 2: Demolition and Deconstruction Services	
Task 3: Conceptual Design	
Task 4: Schematic Design	
Task 5: Design Development	
Task 6: Construction Documents	
a. Permitting	\$ 71,185
Task 7: Bid and Construction Support Services	
a. Bidding	\$ 12,140
b. Admin Support & Meetings	\$ 48,560
c. On Site Support	\$ 60,700
d. Commissioning	\$ 27,010
Task 8: Project Closeout Services	
a. Final Inspections	\$ 6,935
b. Review or Closeout Package	\$ 6,935
c. Final Deliverables	\$ 13,870
Base Scope of Services Total:	\$ 1,090,115
Not To Exceed Total:	\$ 1,253,632

Exhibit B

Additional/Optional Services

The following items are not included in the Base Scope Services and will be provided as additional services only upon written authorization from ZWS.

1. Revisions to Contract Documents resulting from ZWS requested changes to documents previously approved by ZWS, or due to code or zoning changes made subsequent to ZWS approval.
2. Attendance of any public hearings and/or additional meetings other than noted.
3. Design of site retaining walls and additional features to address site drainage and flood plain issues.
4. Providing “Special Inspection” services required by law or the Contract Documents.
5. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or right-of-way.
6. Preparation of right-of-way improvements as a separate drawings package.
7. Design of photovoltaic (PV) systems other than code required infrastructure.
8. Soil sampling and testing services.
9. Plan check and permit fees (if paid by the Consultant) will be a reimbursable expense, charge at 1.1 times the Consultant’s cost.
10. All delivery, printing and reproduction costs except those outlined in Exhibit A will be a reimbursable expense, charged at 1.1 times the Consultant’s costs.

Unless a subsequent fixed fee proposal is agreed for any such services, Additional Services shall be done on an hourly basis, with a not to exceed amount agreed upon by ZWS and Consultant in accordance with the following rate schedule:

HOURLY RATE SCHEDULE

COAR Design Group – Architect

Principal In Charge Architect	\$ 265.00
Project Manager	\$ 200.00
Job Captain	\$ 160.00
Drafter	\$ 135.00

ZFA Structural Engineers – Structural Engineer

Principal In Charge	\$ 225.00
Senior Engineer	\$ 155.00
Designer	\$ 125.00

Senior BIM Technician	\$ 135.00
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McParlane & Associates – Mechanical/Plumbing Engineer

Principal In Charge	\$ 300.00
Project Engineer	\$ 175.00
Drafter	\$ 150.00
Admin	\$ 125.00

ELEN Consulting – Electrical Engineer

Principal Engineer	\$ 240.00
Engineer	\$ 160.00
Designer	\$ 100.00
Admin	\$ 70.00

EBA Engineering – Civil Engineer

Principal Engineer In Charge	\$ 240.00
Project Manager	\$ 210.00
Senior Engineer	\$ 200.00
Project Engineer	\$ 165.00
Two Man Survey Crew	\$ 300.00
Surveyor	\$ 185.00
CEQA Practitioner	\$ 175.00
Project Scientist	\$ 145.00
Design Drafter	\$ 135.00
Admin	\$ 65.00

INTEGRA – Landscape Architect

Principal In Charge	\$ 180.00
Project Manager	\$ 150.00
Designer	\$ 135.00
Drafter	\$ 115.00
Admin	\$ 85.00

Geocon Consulting, Inc. – Geotechnical Engineer

Senior Engineer	\$ 185.00
Project Engineer	\$ 155.00

Draftsman	\$ 110.00
Field Tech II PW	\$ 150.00
Field Tech II PW OT	\$ 225.00

Exhibit C

Insurance

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

ZWS reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, ZWS requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by ZWS. Consultant is responsible for any deductible or self-insured retention and shall fund it upon ZWS's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving ZWS or representative.

- d. ZWS, its officers, representatives and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

Minimum Limit: \$1,000,000 per claim or per occurrence.
 Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
 If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by ZWS.

If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

Cyber Liability Insurance

Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion

of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: Architectural & Engineering Design Services for a New Household Hazardous Waste Facility.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with ZWS for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
 - County of Sonoma
Attn: Sonoma Public Infrastructure
400 Aviation Blvd, Suite 100
Santa Rosa, CA 95403

 - County of Sonoma
Attn: Zero Waste Sonoma
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

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

Exhibit D

Project Schedule

The Project Schedule is attached hereto behind this cover page. The parties agree and acknowledge, however, that amendments may need to be made to the Project Schedule once a contractor is selected for the construction of the proposed HHWF and ZWS Offices, if applicable. The Executive Director is authorized to make amendments to the Project Schedule based on the construction schedule following the selection of the contractor.

Zero Waste Sonoma HHW Facility

Status	Reporting	Task Name	Start Date	End Date	Duration	Predecessors	Notes
1	★	Zero Waste Sonoma Household Hazardous Waste Facility	11/21/24	04/28/28	895d		Complete the project before July 10, 2028
2	★	General Activities	11/21/24	12/03/24	8d		
3	☆	Notice to Proceed	11/21/24	11/21/24	1d		
4	☆	Kick-Off Meeting	12/03/24	12/03/24	1d		
5	★	Design	11/22/24	12/23/26	544d		Provide construction ready, permitted PS&E's by the end of 2026
6	★	Concept Design	11/22/24	01/03/25	31d		
7	☆	100% Concept Design	11/22/24	01/03/25	31d		
8	☆	Prepare 100% Concept Design Package	11/22/24	01/02/25	30d	3	
9	★	100% Concept Design Review with ZWS	12/20/24	12/20/24	1d	8	
10	☆	Pick up ZWS Comments	12/23/24	01/03/25	10d	9	
11	★	Submit 100% Concept Design Package to ZWS	01/03/25	01/03/25	0	10	
12	★	Schematic Design	01/06/25	07/11/25	195d		
13	☆	25% Schematic Design	01/06/25	02/28/25	40d		
14	☆	Prepare 25% SD Package	01/06/25	02/14/25	30d	11	
15	★	Submit 25% SD Package to ZWS	02/14/25	02/14/25	0	14	
16	☆	ZWS 25% SD Review & Approval	02/17/25	02/28/25	10d	15	
17	☆	50% Schematic Design	03/03/25	04/25/25	40d		
18	☆	Prepare 50% SD Package	03/03/25	04/11/25	30d	16	
19	★	Submit 50% SD Package to ZWS	04/11/25	04/11/25	0	18	
20	☆	ZWS 50% SD Review & Approval	04/14/25	04/25/25	10d	19	
21	☆	100% Schematic Design	04/28/25	07/11/25	55d		
22	☆	Prepare 100% SD Package	04/28/25	06/06/25	30d	20	
23	☆	Consultants 100% SD Package to COAR	05/30/25	05/30/25	1d	22FF -5d	
24	☆	COAR Review of 100% SD	06/09/25	06/13/25	5d	22	
25	☆	Pick up COAR comments	06/16/25	06/27/25	10d	24	
26	★	Submit 100% SD Package to ZWS	06/27/25	06/27/25	0	25	
27	☆	QA QC Review of 100% SD Package	06/30/25	07/11/25	10d	28FF	
28	☆	ZWS 100% SD Review & Approval	06/30/25	07/11/25	10d	26	
29	★	Design Development	07/11/25	03/25/26	183d		
30	☆	Authorization to Proceed to Design Development	07/11/25	07/11/25	0	28	
31	☆	25% Design Development	07/14/25	09/15/25	46d	30	
32	☆	Prepare 25% DD Package	07/14/25	08/08/25	20d	30	
33	☆	Consultants Internal 25% DD Drawings to COAR	08/01/25	08/01/25	1d	32FF -5d	
34	☆	COAR Review of Internal 25% DD	08/11/25	08/15/25	5d	32	
35	☆	Pick up COAR comments	08/18/25	08/29/25	10d	34	
36	★	Submit 25% DD Package to ZWS	08/01/25	08/01/25	1d	35	
37	☆	ZWS 25% DD Review & Approval	09/02/25	09/15/25	10d	36	
38	☆	50% Design Development	09/16/25	11/18/25	46d		
39	☆	Prepare 50% DD Package	09/16/25	10/13/25	20d	37	
40	☆	Consultants Internal 50% DD Drawings to COAR	10/08/25	10/08/25	1d	39FF -5d	
41	☆	COAR Review of Internal 50% DD	10/14/25	10/20/25	5d	39	
42	☆	Pick up COAR comments	10/21/25	11/03/25	10d	41	
43	★	Submit 50% DD Package to ZWS	11/04/25	11/04/25	1d	42	
44	☆	ZWS 50% DD Review & Approval	11/05/25	11/18/25	10d	43	
45	☆	75% Design Development	11/19/25	01/21/26	46d		
46	☆	Prepare 75% DD Package	11/19/25	12/16/25	20d	44	
47	☆	Consultants Internal 75% DD Drawings to COAR	12/09/25	12/09/25	1d	46FF -5d	
48	☆	COAR Review of Internal 75% DD	12/17/25	12/23/25	5d	46	
49	☆	Pick up COAR comments	12/24/25	01/06/26	10d	48	
50	★	Submit 75% DD Package to ZWS	01/07/26	01/07/26	1d	49	
51	☆	ZWS 75% DD Review & Approval	01/08/26	01/21/26	10d	50	
52	☆	100% Design Design	01/22/26	03/25/26	45d		
53	☆	Prepare 100% DD Package	01/22/26	02/18/26	20d	51	
54	☆	Consultants 100% DD Drawings to COAR	02/11/26	02/11/26	1d	53FF -5d	
55	☆	COAR Review of 100% DD	02/19/26	02/25/26	5d	53	
56	★	Community Meeting	02/28/26	02/28/26	1d	55	
57	☆	Pick up COAR Comments	02/26/26	03/11/26	10d	55	
58	★	Submit 100% DD Package to ZWS	03/11/26	03/11/26	0	57	
59	☆	QA QC Review of 100% DD Package	03/12/26	03/25/26	10d	60FF	
60	☆	ZWS 100% DD Review & Approval	03/12/26	03/25/26	10d	58	
61	★	Construction Documents	03/25/26	12/23/26	195d		
62	☆	Authorization to Proceed to Construction Documents	03/25/26	03/25/26	0	60	
63	☆	50% Construction Documents	03/26/26	06/10/26	55d		
64	☆	Prepare 50% CDs	03/26/26	05/06/26	30d	62	
65	☆	Consultants 50% CD Drawings to COAR	04/29/26	04/29/26	1d	64FF -5d	
66	☆	COAR Review of 50% CDs	05/07/26	05/13/26	5d	64	

Status	Reporting	Task Name	Start Date	End Date	Duration	Predecessors	Notes
67	☆	Pick up COAR Comments	05/14/26	05/27/26	10d	66	
68	★	Submit 50% CD Package to ZWS	05/27/26	05/27/26	0	67	
69	☆	QA QC Review of 50% CD Package	05/28/26	06/10/26	10d	70FF	
70	☆	ZWS 50% CD Review & Approval	05/28/26	06/10/26	10d	68	
71	☆	Authorization to proceed to 75% CDs	06/10/26	06/10/26	0	70	
72	☆	75% Construction Documents	06/11/26	08/19/26	50d		
73	☆	Prepare 75% CDs	06/11/26	07/15/26	25d	71	
74	☆	Consultants 75% CD Drawings to COAR	07/08/26	07/08/26	1d	73FF -5d	
75	☆	COAR Review of 75% CDs	07/16/26	07/22/26	5d	73	
76	☆	Pick up COAR Comments	07/23/26	08/05/26	10d	75	
77	★	Submit 75% CD Package to ZWS	08/05/26	08/05/26	0	76	
78	☆	QA QC Review of 75% CD Package	08/06/26	08/19/26	10d	79FF	
79	☆	ZWS 75% CD Review & Approval	08/06/26	08/19/26	10d	77	
80	☆	Authorization to Proceed to Plan Check (100% CDs)	08/19/26	08/19/26	0	79	
81	☆	Building Department Submittals (100% Construction Documents)	08/20/26	12/23/26	90d		
82	☆	Pick up COAR and ZWS comments	08/20/26	09/02/26	10d	78, 79, 80	
83	★	Submit Plans to Building Department	09/02/26	09/02/26	0	82	
84	☆	Building Department Review	09/03/26	09/30/26	20d	83	
85	☆	Pick up Building Department Comments	10/01/26	10/14/26	10d	84	
86	★	2nd Submittal to Building Department	10/14/26	10/14/26	0	85	
87	☆	Building Department 2nd Review	10/15/26	11/11/26	20d	86	
88	☆	Pick up Building Department and Bid Set Comments	11/12/26	11/25/26	10d	87, 93	
89	★	Submit 100% CD to Building Department	11/25/26	11/25/26	0	88	
90	☆	Receive Permitted Set	11/26/26	12/23/26	20d	89	
91	★	Bidding	09/03/26	11/18/26	55d		
92	☆	Bid Period	09/03/26	10/14/26	30d	83	
93	☆	Bid Analysis	10/15/26	11/04/26	15d	92	
94	☆	Incorporate Bid changes into Permit Set	11/05/26	11/18/26	10d	93	
95	★	Construction	11/05/26	04/26/28	385d		
96	☆	Mobilization	11/05/26	11/25/26	15d	93	
97	☆	Construction	11/26/26	03/29/28	350d	96	
98	☆	Post-Construction Activities	03/30/28	04/26/28	20d	97	



Agenda Item #: 9
Cost Center: All
Staff Contact: Pagal
Agenda Date: 11/21/2024
Approved by: LL

ITEM: **Presentation and Update from Sparkl Reusables**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board receive a presentation from Sparkl Reusables related to the Reusable Foodware Infrastructure and Services Pilot Program.

II. BACKGROUND

In November 2022, Zero Waste Sonoma released its first Reusable Foodware Infrastructure and Service RFP to higher a contractor to expand the presence of reusable food ware throughout Sonoma County as a strategy to reduce waste from single-use alternatives, and potentially support compliance with local food ware ordinances in jurisdictions with a reusables requirement for dine-in customers.

This project was discussed in the FY 22-23 Work Plan and approved in the final budget at the February 17, 2022 board meeting.

The primary objectives of this project were to:

1. Reduce consumption of single-use foodware at food facilities
2. Identify and recruit entities to receive service, and implement a system of reusable foodware alternatives
3. Establish local infrastructure to support ongoing participation in Sonoma County
4. Increase public exposure, interest, and buy-in to reusable foodware systems
5. Collect data related to number/volume of single-use items avoided, and report to the Agency

On March 16, 2023, the Zero Waste Sonoma Board of Directors approved an agreement with Sparkl Reusables to implement the project through June 2025.

III. DISCUSSION

Sparkl's work plan included a strategy to launch three distinct circular foodware programs over the implementation timeline:

1. Implement reusables for on-site dining and/or takeout at 2 institutional dining facilities such as senior meal programs and schools.
2. Test reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception, and gather information on financial, operations, and environmental impacts.
3. Expand Sparkl's *Durables Delivered* service that leases reusables and handles pick up, delivery, and washing services – geared toward events.

Estimated impacts for each of these program approaches were provided in measures of pounds of GHG, gallons of water, and pounds of waste avoided.

This presentation illustrates the progress, challenges, and achievements of the project over the past two years as outlined in the Annual Report which was submitted to Zero Waste Sonoma in July 2024 and includes additional activities completed to date.

IV. FUNDING IMPACT

There are no new funding impacts resulting from this presentation.

V. ATTACHMENTS

Sparkl Reusables Annual Report to Zero Waste Sonoma - 2024



SPARKL REUSABLES ANNUAL REPORT TO ZERO WASTE SONOMA

2024

Table of Contents:

- 1. Letter from the Founder/CEO**
- 2. Mission and Vision Statements**
- 3. Highlights and Achievements**
- 4. Market Overview and Strategy**
- 5. Budget Summary**
- 6. Future Outlook/Analysis/Plans**
- 7. Acknowledgments and Contact Information**
- 8. Appendices**

1. Letter from the Founder/CEO



THE ZERO WASTE SOLUTION

sparklreusables.com | 415.347.6412

June 30th, 2024

Paul Liotsakis
Founder and CEO
Sparkl Reusables
621 Taylor Ave
Alameda, CA 94501
paul@sparklsfbay.com
415.637.2339

Dear Ms. Sloane Pagal,

I am pleased to present the 2024 Annual Report for Sparkl Reusables. This past year has been one of significant progress in expanding reusable foodware in Sonoma County, and we're excited to share our journey with you.

At Sparkl Reusables, we remain dedicated to our mission to changing today's throw-away culture and ushering in an era of sustainable circular systems for convenience food packaging.

Throughout the year, we made substantial strides in offering reusable alternatives to single-use disposables across multiple cities and sectors in Sonoma County, ranging from farmers' markets and restaurants to small and large events. In cases where we could not deploy the service, we have significantly raised awareness of the possibilities with reusables. We expect these "seed planting" efforts to bear fruit in the years to come as event organizers, facility managers, and business owners plan ahead. Our accomplishments would not have been possible without the support and dedication of our stakeholders, partners, and team members.

Key highlights from this year's report include:

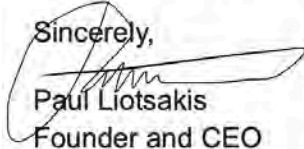
- Reuse service contracts signed with three Sonoma County cities.
- Deployment of Sonoma County's first deposit-based system for convenience food packaging at events and brick-and-mortar vendors.
- Partnership with waste management company to offer incentives for reusable food ware.
- Interest by other West Coast cities (Seattle) in emulating our partnership with Recology.
- Unanimous board approval to adopt Sparkl's reusable cups by a large music festival.
- Ongoing conversation with Petaluma City Schools to introduce reusables there.

We are particularly thrilled to report the latest successful implementation of our reuse service at the Rohnert Park Summer Market, marking the first reusable dishware deployment at a San Francisco Bay Area farmers' market. This achievement underscores our commitment to pioneering new approaches to foster greater environmental stewardship.

As we look forward to the coming year, we are excited about the opportunities and challenges ahead. We remain committed to pioneering circular systems in Sonoma County and ensuring they are positively embraced by both consumers and vendors. With your continued support, we are confident we will achieve even greater success.

Thank you for being an integral part of our journey. We invite you to review the attached annual report for a comprehensive overview of our performance and plans. Should you have any questions or require further information, please do not hesitate to contact us at 415.637.2339 or paul@sparklsfbay.com

Sincerely,



Paul Liotsakis
Founder and CEO
Sparkl Reusables



2. Mission and Vision Statements:

SPARKL Reusables is the pioneering reusable to-go container service in California and among the first in the nation. We are dedicated to transforming today's throw-away culture and ushering in an era of sustainable circular systems for convenience food packaging.

Through our nationally recognized programs, we prevent over 1,000 pounds of Greenhouse Gas (GHG) emissions daily while making measurable impacts on municipal waste streams across diverse upstream channels. We partner with municipalities, corporations, food vendors, and community organizations to promote, educate, and provide services for circular to-go dishware systems. For more information, please visit our website: www.sparklreusables.com.

3. Highlights and Achievements:

Sparkl started the year looking to onboard an **institutional meal provider** to serve as an anchor and hub for our operations in Sonoma County. This approach resulted in conversations with multiple senior meal providers and some schools, but no contract was signed as of the writing of this report. Though this is disappointing, our experience with other cities and counties informs us that securing this type of contract involves a long sales cycle and is driven by factors beyond our control, including city ordinances, outreach by waste haulers, and ongoing hand-holding by reuse providers. Two encouraging outcomes that emerged from this effort pointing in the right direction are the strong partners we found in *Recology Sonoma and Zero Waste Sonoma* with agreed-upon incentives identified and a recent meeting with the Director of Dining Services for the Petaluma City Schools, which indicated a strong interest in Sparkl to submit a proposal for their consideration.

Other bulk meal providers Sparkl reached out to include:

- Petaluma People's Services
- Sonoma Family Meal
- Oakmont Senior Living
- Spring Lakes Village
- Old Adobe Elementary School District
- Credo High School

We are thrilled by the response from cities for the Sparkl Service. **Cities** are essential drivers for change, and it is always helpful when they first adopt the change they seek to bring to their municipalities. We're grateful to the City of Petaluma for signing a contract with Sparkl to provide

reusables at city events throughout the year. Similarly, we're thankful to the City of Santa Rosa for procuring Sparkl for their Earth Day event. The City of Rohnert Park, after seeing the positive results of the Santa Rosa Earth Day, offered Sparkl a multi-month contract to deploy our circular service at their Summer Farmers Market.

Sparkl Reusables were also deployed at the Santa Rosa Bike to Work event, which resulted in exciting social media posts from members of the public who remembered us from Santa Rosa Earth Day. We now have inquiries from other county departments about servicing their **events**.

Sparkl has quickly realized the importance and impact of the **events** sector for Sonoma County. With this in mind, we partnered with Recology to introduce us to events that may be a good fit for reusables. This resulted in casting a wide net with numerous introductions to event organizers. For most of them, this was their first exposure to exploring a circular system. It was also Sparkl's first foray into understanding their event needs. As a next step, we plan to analyze these findings to determine which events would be a good fit from a business value proposition to both Sparkl and the event organizers. The events and venues we engaged with include:

- Santa Rosa Marathon
- Multiple Crab Feeds
- Butter n' Eggs Parade
- Healdsburg Wine and Food Expo
- Healdsburg Climate Fest
- Kendall Jackson Kentucky Derby
- Humane Society Fall Gala
- Butter n' Eggs Parade
- Samantha Paul Events
- ACE Farmer's Markets
- SOMO Village
- Petaluma Music Festival

Sparkl was impressed by the commitment of the Petaluma Music Festival's leadership team to moving the festival towards zero-waste status. Due to their passion and readiness, Sparkl presented a proposal to introduce reusable cups at this year's festival utilizing Recology and County rebates. Because it was too late to charge an extra fee in the ticket price for reusable cups, we opted to make 1/3 of the cups used at the festival be reusables via a combination of offering them free of charge at the VIP and Artist Hospitality Tents and sell a percentage of them at the Beer and Wine Booths with a buy-back option. To our knowledge, this buy-back option has not been used before, and we look forward to reviewing lessons learned after the event. We are thrilled to announce that the Petaluma Music Festival's board unanimously adopted the proposal, and we look forward to servicing this event later this month.

Another exciting project coming soon is a reusable to-go food packaging pilot at a local **restaurant** accessed via a deposit-based model similar to Strauss milk bottles. This is the result of a multi-month engagement with *Lunchette* that involved numerous design and pricing conversations and a survey of customers to determine if stainless steel or plastic containers

would be preferred and whether a .50 sustainability/stewardship fee would be acceptable at **retail food vendors**. After positive results, the decision was made to introduce this zero-waste option starting on August 1st. If results are positive, Sparkl will incorporate lessons learned and seek to expand this model to more downtown Petaluma restaurants and at one or more grocery stores.

Similarly to Lunchette, conversations with Oliver’s Market have been initiated, and a proposal has been developed that includes launching pilots at their Windsor and Cotati stores. When timing and other details align, this proposal will be presented to Oliver’s leadership team. Sparkl also met with Community Market (Sebastopol) and has received strong interest in a reusables pilot there as well.

One page project update prepared by Sparkl for ZWS last fall:

SPARKL REUSABLES
THE ZERO WASTE SOLUTION

ZERO WASTE SONOMA

ZERO WASTE

REUSABLE FOODWARE PILOT PROJECTS

Sonoma County has partnered with Sparkl Reusables, the Bay Area's first and longest operating reusable container provider to launch three distinct circular foodware programs during the duration of the contract ending summer 2025.

- Bulk Meal Programs**
- Retail Food Establishments**
- Fairs, Festivals & Catered Events**

CURRENT STATUS

- ✓ Searching for Bulk Meal Program partners (senior meals & schools). Referrals welcomed!
- ✓ Implementation at Oliver's Markets in Cotati and Windsor in progress. Solid interest also from Community Market in Sebastopol.
- ✓ A list of Events is being compiled and outreach is in progress. More referrals are encouraged!
- ✓ Recruitment of staff & wash facilities in progress including a partnership with Recology.

Sparkl - Oliver's Market Team meeting at the Windsor Store

Sparkl containers ready for reuse

GOALS & EXPECTATIONS

1. Implement reusables for on-site dining and/or takeout at 2 institutions
2. Test reusable solutions in 2 real-world food-service scenarios
3. Implement Sparkl's Durables Delivered service at a minimum of 8 events.

Anticipated impact per year is estimated to be

112,000	Pound of GHG
366,800	Gallons of Water
33,600	Pounds of Waste

4. Market Overview and Strategy:

Sparkl's outreach in Sonoma County, introducing reusables to events, institutions, and restaurants, has informed us that conditions are ripe for reuse to make a strong leap forward. The following elements would help facilitate this leap to maximum success:

1. More exposure to reuse with potential customers. Marketing studies show that it takes seeing a message seven times before a user adopts a product or behavior. Reuse messaging is still in the initial stages in Sonoma County. In addition to mental adoption, budgets for reuse need to be allocated, and stakeholder engagements need to be carried out to ensure proper buy-in. All this takes time.
2. Ordinances, policies, and other levers need to be further developed, better organized, and communicated.
3. There needs to be clearer messaging and more robust communication about what can actually be composted and recycled in the county.
4. Ongoing promotion of incentives related to reusables.
5. Promoting, reinforcing, and norming deposits, redemptions, and rebates for reuse
6. Reuse initiatives by out-of-town operators and corporations should be shaped toward building and supporting local infrastructure and businesses to ensure that long-term investment is not diluted for short-term gain.

Beer companies provide single-use cups at no cost, and compostables are often offered for free or rock-bottom pricing, complicating this effort. On-site washing capabilities will help close this gap, and Sparkl is actively looking into the best approach to enable that. Sparkl is also hoping to meet with beer companies to explore whether there are win-win collaborations around reusable cups.

Many institutions are in the early stages of embracing reusables, which will take some time and handholding. They also do not feel enough pressure to change current habits; for example, there is no threat of fines for non-compliant compostables, similar to Marin County.

The model for reusables at retail establishments like restaurants and grocery stores is still evolving, with financials relying on cost-sharing by the government and/or customers. This market segment is also weighted down by arguments around material types which slows adoption as not everyone is on the same page pushing for the same initiative.

5. Budget Summary:

Sparkl manages the three-year contract budget to ensure even allocations for each year while leaving enough money for incentives designed to fuel adoption and growth. Currently, we have \$34K going into the third year of our \$75,000 contract. Of the \$41K spent thus far, \$2,548.00 went towards purchasing reusable food ware for events, and \$2,548.00 went towards event incentives. Of the remaining funds, Sparkl has allocated an additional \$2,455 as incentives to event organizers and \$3,500 as incentives for institutional meal providers.

Tasks related to the remaining proposal budget include:

- Reuse System Setup, including wash site(s) setup.
- Reuse Systems Implementation (7 vendors, three trainings, launch events + materials)
- Program Outreach, Partner Outreach, Identifying Facilities, Program Dev. & Design
- Vendor and User Engagement, Program Management and Administration, Technical Support, Customer Service, Monthly Reporting
- Draft and Submit Interim and Final Reports.

One-page document prepared by Sparkl summarizing available subsidies:



Subsidies Available Through The Sparkl Reusables/ Zero Waste Sonoma Partnership:

(All Incentives are available on a first-come-first serve basis)

- **For Institutions (Senior Meal Programs, Schools)** - Receive \$3,500 towards a service contract with Sparkl Reusables for implementing a reusable to-go container program, replacing single-use disposables. Sparkl offers a complimentary consultation to address any questions and assess specific needs.
- **Companies + Caterers** - Obtain \$250 rebates for hosting trash-free corporate lunches. Funds are provided to companies to contract caterers who offer Sparkl reusable foodware. This is in addition to the ZWS Reuse Grant (\$250).
- **Events** - Benefit from up to \$2,500 in incentives, adjusted on a sliding scale based on event size and other factors (e.g., open or closed event, types of containers/cups used, event date, etc.).
- **For the Restaurant and Grocery Segments:** Food vendors interested in participating can add their names to a list of pilot program businesses for follow-up and potential inclusion.

6. Future Outlook/Analysis/Plans:

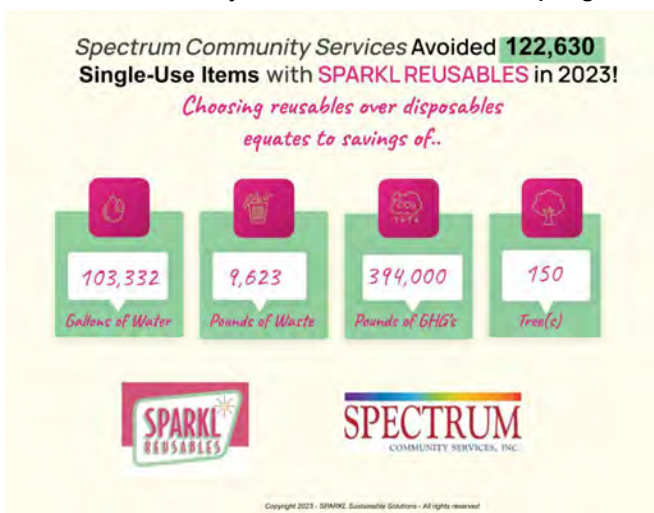
Sparkl anticipated the following impact in Sonoma County per the proposal:

1. Implementing reusables for on-site dining and/or takeout at two institutional dining facilities such as senior meal programs and schools. This would prevent a minimum of 1,500 single-use items per day or 270,000 per year, with anticipated impact estimated as:

Proposed*:

10,800	Pounds of GHG
35,370	Gallons of Water
3,240	Pounds of waste

Sparkl has yet to lock in an institutional customer, though hopeful that a prospective lead will materialize soon. Our goal is to replicate the success we've had in Alameda County with Spectrum Community Services' senior meal program, which has resulted in the below metrics:



2. Testing reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception and gather information on financial, operational, and environmental impacts. We anticipated that this would prevent 200 disposables per month initially and move to 1,000 by the second year. Estimated ecological impact at scale:

Proposed*:

480	Pounds of GHG
1,572	Gallons of Water
144	Pounds of waste

* We discovered a calculator error in our proposal, which resulted in adding an extra 0 in each field. The table above shows the corrected metrics.

Sparkl has partnered with *Lunchette* in Petaluma to test a deposit model for reusables. Lunchette anticipates 100 uses per week during the pilot stage, doubling that amount at scale. If these quantities materialize as anticipated, Sparkl will achieve 100% of our goal of 1,000 reuses per month by the second year of operation.

In Progress:

1,920	Pounds of GHG
6,288	Gallons of Water
576	Pounds of waste

3. Expand Sparkl's *Durables Delivered* event service that leases reusables and handles pick up, delivery, and washing. Sparkl anticipated two caterers and two corporate/municipal event organizers to try this service per year at events ranging from 150 to 1,500 participants for a total of 8 events per year. Assuming an average of 400 attendees each using two items (plate + cup/bowl/utensil), the impact would be:

Proposed:

2,560	Pounds of GHG
8,384	Gallons of Water
768	Pounds of waste

Sparkl has serviced six events in Sonoma County, with eight more in the pipeline (Petaluma Music Festival + Rohnert Park Summer Markets). The estimated impact from completed and in-progress events is as follows:

Completed and In Progress

2,600	Pounds of GHG
8,400	Gallons of Water
875	Pounds of waste

Total Current Single-Use Items Prevented or in Process

Event	Plates/Clamshells	Cups	Utensils	TOTAL
Petaluma Music Festival	200	3,300	500	
Petaluma - Holiday Party	250	250	250	
Petaluma - Wellness Fair	220	0	70	

Santa Rosa Earth Day	279	329	178	
Bike to Work	150	150	300	
Rohnert Park Summer FM	1800		500	
Lunchette	1200			
TOTALS	4099	4,029	1798	9,926

The single-use disposable items avoided include the following:

- Compostable fiber containers
- Clear plastic lids
- Clear plastic clamshells
- Plastic utensils
- Plastic utensil wrapping
- Wax-lined paper plates

As the pioneering reusables service provider in the SF Bay Area, we have learned the importance of laying a good foundation for business sustainability. With that in mind, Sparkl is being strategic in prioritizing where and when to deploy our services, making sure market demand is in synch with the growth of our operations and infrastructure.

We continue to seek an Institutional bulk meal partner while concurrently looking for ideal locations to set up a local reusables washing and distribution hub. We are excited about the connections we are making and optimistic that they will continue to yield the results we are looking for.

Sparkl has made substantial strides in better understanding Sonoma County's events' needs and tailoring our service to help this segment. With small and medium-sized events, it is a matter of continuing the marketing and incentives to get the word out. For large events, we determined that more of them need to commit to reusables over multiple years in order for a reusables operator to comfortably make the large investment required to service them sustainably.

7. Acknowledgments and Contact Information:

We extend our heartfelt thanks to the Sparkl employees who diligently handle our tasks in Sonoma County. Your hard work and dedication are integral to our success.

We also express our gratitude to Sonoma County for the long-term contract that enables our operations.

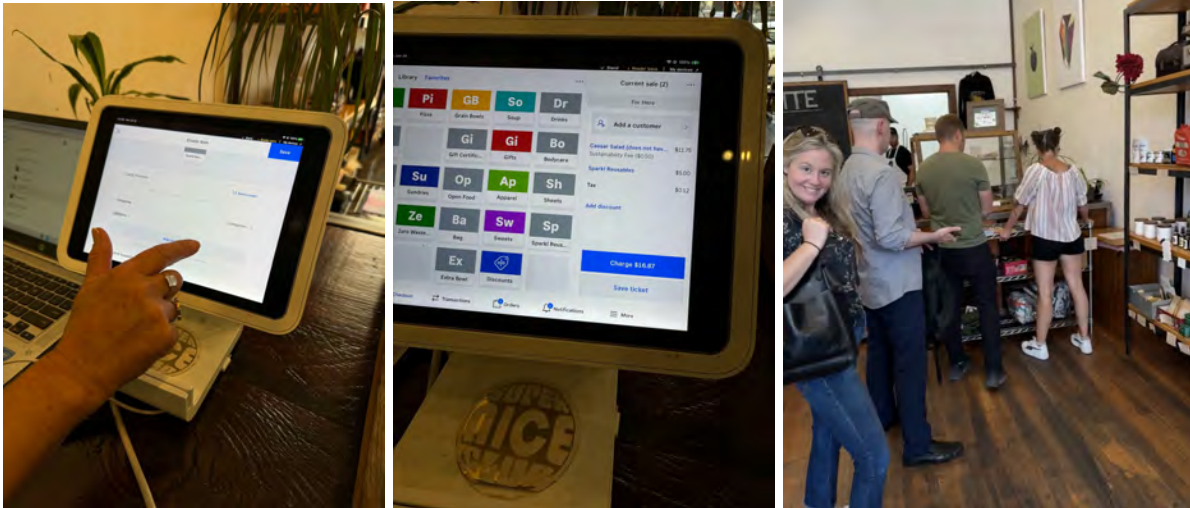
Special thanks to our city partners, Petaluma, Santa Rosa, and Rohnert Park, as well as Lunchette, the Petaluma Music Festival, and Oliver's Market. Lastly, thank you to the countless Sonoma County residents who use, care for, and return our durable products, ensuring they can be used again and again.

For any inquiries, please contact us at: Email: info@sparklreusables.com Phone: (415) 347.6412 Website: www.sparklreusables.com

8. Appendices:

Photos:

Lunchette Pilot Prep (setting up Sparkl deposit system)



Sparkl Presenting at the Petaluma Music Festival Board Meeting



Sparkl Tabling at Cool Petaluma Event



Reusables Presentation at Petaluma Downtown Association for Butter n' Eggs Parade



Santa Rosa Earth Day



Rohnert Park Farmer's Market



City of Petaluma Wellness Fair



Instagram Post Highlighting Sparkl During Bike to Work Event

