



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

April 17, 2025

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=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

April 17, 2025

REGULAR MEETING

Closed Session begins at 8:30 a.m.

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

Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Agenda Notes	4
Item 4.1: Minutes of the March 20, 2025 Regular Meeting	6
Item 4.2: March, April, and May 2025 Outreach Calendar	9
Item 4.3: ZWS FY 2024/25 Third Quarter Financial Report	11
Item 4.4: Approval of the Twelfth Amendment to the Agreement with the City of Petaluma	20
Item 4.5: Approval of the Sixth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors	23
Item 5: Consideration of a Resolution (1) Requesting that the County Adopt an Amendment to the Salary Range for the Executive Director Position as Recommended by the Agency Board; (2) Requesting that the County Approve and Execute an Amended and Restated Agreement for Personal Services with Leslie Lukacs to serve as Executive Director in the Form as Recommended by the Agency Board; and (3) to Set the Salary for the Executive Director at Step "C" Under the Amended Salary Range	29
Item 6: Green Resolution Recognizing Terry Taylor	45
Item 7: Request for Proposals to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances	47

Note: This packet is 69 pages total



Zero Waste Sonoma

Meeting of the Board of Directors

April 17, 2025

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=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

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, April 16th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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

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



Agenda

Item

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

Consent (w/attachments)

- 4.1 Minutes of the March 20, 2025 Meeting
- 4.2 March, April, May 2025 Outreach Calendar
- 4.3 ZWS FY 2024/25 Third Quarter Financial Report
- 4.4 Approval of the Twelfth Amendment to the Agreement with the City of Petaluma
- 4.5 Approval of the Sixth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors

Regular Calendar

5. Consideration of a Resolution (1) Requesting that the County Adopt an Amendment to the Salary Range for the Executive Director Position as Recommended by the Agency Board; (2) Requesting that the County Approve and Execute an Amended and Restated Agreement for Personal Services with Leslie Lukacs to serve as Executive Director in the Form as Recommended by the Agency Board; and (3) to Set the Salary for the Executive Director at Step "C" Under the Amended Salary Range [Walsh]
6. Green Resolution Recognizing Terry Taylor [Lukacs]
7. Request for Proposals to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances [Tan]
8. Boardmember Comments – NO ACTION
9. Executive Director Report – VERBAL REPORT
10. Staff Comments – NO ACTION
11. Next ZWS meeting: May 15, 2025
12. 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 B240, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: April 17, 2025 Board Meeting Agenda Notes

Consent Calendar

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

- 4.1 Minutes of the March 20, 2025 Meeting
- 4.2 March, April, and May 2025 Outreach Calendar
- 4.3 ZWS FY 2024/25 Third Quarter Financial Report
- 4.4 Approval of the Twelfth Amendment to the Agreement with the City of Petaluma
- 4.5 Approval of the Sixth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors

5. Consideration of a Resolution (1) Requesting that the County Adopt an Amendment to the Salary Range for the Executive Director Position as Recommended by the Agency Board; (2) Requesting that the County Approve and Execute an Amended and Restated Agreement for Personal Services with Leslie Lukacs to serve as Executive Director in the Form as Recommended by the Agency Board; and (3) to Set the Salary for the Executive Director at Step "C" Under the Amended Salary Range

The County and the Agency have entered into an Agreement for Staff Services, pursuant to which the County employs the Executive Director, although the Executive Director serves at the pleasure of and under the direction of the Zero Waste Sonoma Board. Ms. Lukacs' Employment Agreement expires in June 2025, and the Board recently completed Ms. Lukacs' performance evaluation. The Board indicated a desire to enter into a new Employment Agreement to extend Ms. Lukacs employment with the Agency, and to revisit her salary. **Staff Recommends that the Board approve the attached resolution to (1) request that the County make amendments to the Salary Range for the Executive Director Position, (2) request that the County enter into an Amended and Restated Agreement for Personal Services with Leslie Lukacs to allow her to continue to serve as the Executive Director for the Agency, and (3) set the salary for Ms. Lukacs under the amended salary schedule at Step "C".**

6. Green Resolution for the Zero Waste Champion Award Recognizing Terry Taylor

The Green Resolution for the Zero Waste Champion Award is a way for Zero Waste Sonoma to recognize a person or entity that exemplify zero-waste practices. Staff is honoring Terry Taylor with the Zero Waste Champion Award for his commitment to zero waste which exemplifies zero waste principles and his service to the community and the environment. **Staff recommends the Board adopt a Green Resolution recognizing Terry Taylor for his exemplary leadership in waste reduction and zero-waste practices.**

7. Request for Proposals to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances

Staff is seeking proposals for software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. The software license will be held by ZWS and used by

ZWS staff, the 10 member jurisdictions, the 3 franchised haulers servicing the jurisdictions, and contractors providing technical assistance within those jurisdictions. **Staff recommends the Board approve the public distribution of an RFP to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances.**



Minutes of the March 20, 2025 Meeting

Zero Waste Sonoma met on March 20, 2025, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

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

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

Staff Present:

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

1. Call to Order Closed Session 8:32 a.m.

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

2. Adjourn Closed Session at 9:04 a.m.

3. Call to Order Regular Meeting

Regular session was called to order at 9:10 a.m.
Introductions

4. Agenda Approval

5. Public Comments (items not on the agenda)

None

6. Consent (w/attachments)

- 6.1 Minutes of the February 20, 2025 Meeting
- 6.2 February, March, and April 2025 Outreach Calendar
- 6.3 Zero Waste Sonoma FY 2023-24 Audit of Financial Statements

March 20, 2025 – SCWMA Meeting Minutes

6.4 Discussion and Possible Action on the Fiscal Year 2025-26 ZWS Final Budget

Board Comment:

None

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Cotati – Susan Harvey

Second: City of Rohnert Park – Emily Sanborn

Vote Count:

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

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

Motion passed.

Regular Calendar

7. FY 23/24 Work Plan Program Progress Report

Board Comments/Action Items:

- There was significant outreach for solar panels, why is it that the number of solar panels recycled was low in comparison?
- Is there a reuse option available for e-waste collected at events?
- Are there any program partnerships with Recology?
- Who answers the eco-desk?
- Does the ZWS guide get distributed to any Sonoma County schools?
- The progress report is a good testament to all the great work the agency is doing.

Public Comments: None

8. Repair Event and Reuse Education Program RFP Approval

Board Comments/Action Items:

- Are there services offered for repairing bicycles? Do you coordinate with the Sonoma County Bicycle Coalition?
- Cotati and Rohnert Park have attended the repair events and had items repaired for continued use.

- Volunteers and staff at these repair events are very helpful and passionate about the work that is being done at these events.
- If any of the jurisdictions are interested in having an additional event, could this be included in the RFP for an additional cost?

Public Comments: None

Motion: To approve the release of the Request for Proposals and the attached scope of work with the option of adding additional repair events in member jurisdictions.

First: County of Sonoma – Rebecca Hermosillo

Second: City of Healdsburg – Larry Zimmer

Vote Count:

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

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

Motion passed.

9. Boardmember Comments –

- March 29, 2025, is the Climate Ready Fair at the Smart train station in Cotati.

10. Executive Director Report – VERBAL REPORT

11. Staff Comments – NO ACTION

12. Next ZWS meeting: April 17, 2025

13. Adjourn: 9:43 am

14. Zero Waste Sonoma Introductory Training (Optional)

Submitted by: Amber Johnson



Agenda Item #: **4.2**
 Agenda Date: **4/17/2025**

ITEM: March, April, May 2025 Outreach Calendar

March 2025 OUTREACH

Start date	End date	Start time	End time	Event
3/4/25	3/4/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
3/7/25	3/9/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Graton)
3/8/25	3/8/25	9:00 AM	5:00 PM	Mattress Collection Event (Graton)
3/11/25	3/11/25	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)
3/14/25	3/14/25	9:00 AM	5:00 PM	Solar Panel Collection Event
3/18/25	3/18/25	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
3/25/25	3/25/25	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
3/28/25	3/28/25	9:00 AM	5:00 PM	Solar Panel Collection Event
3/29/25	3/29/25	10:00 AM	2:00 PM	Climate Ready Cotati Fair (formerly Sustainability Fair)
3/29/25	3/29/25	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
3/29/25	3/29/25	10:00 AM	11:30 AM	Compost Giveaway (Santa Rosa)

April 2025 OUTREACH

Start date	End date	Start time	End time	Event
4/1/25	4/1/25	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
4/4/25	4/6/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Sonoma)
4/5/25	4/5/25	9:00 AM	5:00 PM	Mattress Recycling Event (Sonoma)
4/8/25	4/8/25	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
4/12/25	4/13/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Monte Rio)
4/12/25	4/12/25	9:00 AM	5:00 PM	Mattress Collection Event (Monte Rio)
4/15/25	4/15/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
4/19/25	4/19/25	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
4/22/25	4/22/25	4:00 PM	8:00 PM	HHW Collection Event (Forestville)
4/26/25	4/26/25	12:00 PM	4:00 PM	Santa Rosa Earth Day
4/26/25	4/26/25	10:00 AM	3:00 PM	Safari West Earth Day
4/26/25	4/26/25	10:00 AM	2:00 PM	DEA Drug Take Back Day
4/26/25	4/26/25	1:00 PM	4:00 PM	Windsor Repair Fair + Clothing Swap
4/27/25	4/27/25	9:30 AM	1:00 PM	Windsor Earth Day Farmer's Market
4/29/25	4/29/25	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)

May 2025 OUTREACH

Start date	End date	Start time	End time	Event
5/3/25	5/3/25	10:00 AM	1:00 PM	West Couty Fixit Fair (Forestville)
5/6/25	5/6/25	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)
5/9/25	5/11/25	9:00 AM	5:00 PM	E-Waste Recycling Event (Healdsburg)
5/10/25	5/10/25	9:00 AM	5:00 PM	Mattress Collection Event (Healdsburg)
5/10/25	5/10/25	1:00 PM	5:00 PM	New Living Expo
5/13/25	5/13/25	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
5/17/24	5/17/24	1:00 PM	4:00 PM	Sonoma Repair Fair (Sonoma)
5/20/25	5/20/25	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
5/27/25	5/27/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)



Agenda Item #: **4.3**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **4/17/2025**
Approved By: **LL**

ITEM: **ZWS FY 2024/25 Third Quarter Financial Report**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2024/25 Third Quarter Financial Report on the Consent Calendar.

II. BACKGROUND

This report covers the third quarter of FY 24-25 (January 1, 2025 – March 31, 2025) in accordance with the requirement in the joint powers agreement the Sonoma County Waste Management Agency/Zero Waste Sonoma staff make quarterly reports to the Board of Directors of Agency operations and of all receipts to and disbursements from the ZWS.

III. DISCUSSION

The Third Quarter Financial Report uses information from the County accounting system, Enterprise Financial System (EFS), for expenditures and revenues. The FY 2024-25 Third Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections.

Actual revenues are lower than budget predictions in the report for HHW and Education. The Agency surcharge was mistakenly deposited into the Organics Tipping Fee revenue. The auditor's office has corrected their workflow rules and is correcting the accounting error. This revenue error has created an inflated fund balance in reserves for Organics and a false deficit in reserves for HHW and Education. Once the funds have been correctly moved, the Fund Balances will be back in normal ranges. Staff is also working with SPI to try to streamline the revenue deposits moving forward.

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

IV. ATTACHMENTS

Third Quarter Financial Report FY 2024-25 Revenue and Expenditure Summary

66110000 ZW - All Departments

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
42358	State Other Funding	2,312,551.00	2,312,551.00	609,085.49	0.00	1,703,465.51	73.66%
42601	County of Sonoma	11,644,790.00	11,644,790.00	6,404,583.17	0.00	5,240,206.83	45.00%
44002	Interest on Pooled Cash	108,389.00	108,389.00	193,659.11	0.00	(85,270.11)	-78.67%
46029	Donations/Contributions	284,050.00	284,050.00	71,956.37	0.00	212,093.63	74.67%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	11,411.67	0.00	(11,411.67)	0.00%
46051	Returned Checks	0.00	0.00	0.00	0.00	0.00	0.00%
46210	Refunds	0.00	0.00	1,320.00	0.00	(1,320.00)	0.00%
47101	Transfers In - within a Fund	903,981.00	1,672,998.00	0.00	0.00	1,672,998.00	100.00%
All Revenues		15,253,761.00	16,022,778.00	7,292,015.81	0.00	8,730,762.19	54.49%

All Expense/Expenditure Accts

51041	Insurance - Liability	14,741.00	14,741.00	16,398.06	0.00	(1,657.06)	-11.24%
51071	Maintenance - Bldg & Improve	10,000.00	10,000.00	6,475.41	0.00	3,524.59	35.25%
51201	Administration Services	1,631,556.00	1,631,556.00	792,407.49	0.00	839,148.51	51.43%
51205	Advertising/Marketing Svc	45,000.00	45,000.00	19,578.19	0.00	25,421.81	56.49%
51206	Accounting/Auditing Services	24,120.00	24,120.00	24,720.00	0.00	(600.00)	-2.49%
51207	Client Accounting Services	37,000.00	37,000.00	0.00	0.00	37,000.00	100.00%
51212	Outside Counsel - Legal Advice	52,000.00	52,000.00	20,524.64	0.00	31,475.36	60.53%
51225	Training Services	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00%
51229	Hazardous Waste Disposal Svc	47,000.00	47,000.00	25,587.25	0.00	21,412.75	45.56%
51241	Outside Printing and Binding	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%
51249	Other Professional Services	2,280,092.00	2,280,092.00	1,048,845.40	0.00	1,231,246.60	54.00%
51401	Rents and Leases - Equipment	3,131.00	3,131.00	2,215.01	0.00	915.99	29.26%
51421	Rents and Leases - Bldg/Land	23,047.00	23,047.00	7,835.00	0.00	15,212.00	66.00%
51507	Special Departmental Expense	105,000.00	105,000.00	70,418.34	0.00	34,581.66	32.93%
51801	Other Services	0.00	0.00	81,738.09	0.00	(81,738.09)	0.00%
51803	Other Contract Services	8,928,813.00	9,118,813.00	4,659,798.03	0.00	4,459,014.97	48.90%
51805	Cnty Spor'shp of events/orgs	5,000.00	5,000.00	3,500.00	0.00	1,500.00	30.00%
51901	Telecommunication Data Lines	13,662.00	13,662.00	6,024.00	0.00	7,638.00	55.91%
51902	Telecommunication Usage	1,233.00	1,233.00	210.72	0.00	1,022.28	82.91%
51904	ISD - Baseline Services	48,948.00	48,948.00	25,424.48	0.00	23,523.52	48.06%
51906	ISD - Supplemental Projects	400.00	400.00	0.00	0.00	400.00	100.00%
51907	ISD - Device Modernization Pro	0.00	0.00	1,739.48	0.00	(1,739.48)	0.00%
51909	Telecommunication Wireless Svc	9,540.00	9,540.00	4,390.72	0.00	5,149.28	53.98%
51911	Mail Services	850.00	850.00	3,161.27	0.00	(2,311.27)	-271.91%
51916	County Services Chgs	54,912.00	54,912.00	0.00	0.00	54,912.00	100.00%
51922	County Car Expense	692.00	692.00	765.72	0.00	(73.72)	-10.65%
51923	Unclaimable county car exp	50.00	50.00	0.00	0.00	50.00	100.00%
52091	Memberships/Certifications	55,419.00	55,419.00	57,257.53	0.00	(1,838.53)	-3.32%
52109	IRR-Other Supplies	0.00	0.00	35.00	0.00	(35.00)	0.00%
52111	Office Supplies	18,420.00	18,420.00	5,430.17	0.00	12,989.83	70.52%
52114	Freight/Postage	10,000.00	10,000.00	174.21	0.00	9,825.79	98.26%
52115	Books/Media/Subscriptions	9,052.00	9,052.00	5,930.16	0.00	3,121.84	34.49%
52118	Printing and Binding Supplies	12,400.00	12,400.00	14,166.60	0.00	(1,766.60)	-14.25%
52162	Special Department Expense	225,500.00	225,500.00	42,099.77	0.00	183,400.23	81.33%

52163	Professional Development	43,220.00	43,220.00	26,419.95	0.00	16,800.05	38.87%
52191	Utilities Expense	2,900.00	2,900.00	1,848.14	0.00	1,051.86	36.27%
54330	Grant Acquired Equipment	0.00	0.00	0.00	308,493.87	(308,493.87)	0.00%
57011	Transfers Out - within a Fund	903,981.00	1,672,998.00	0.00	0.00	1,672,998.00	100.00%
All Expense/Expenditure Accts		14,622,779.00	15,581,796.00	6,975,118.83	308,493.87	8,298,183.30	53.26%

All Asset Accounts

19810	Acq-Land	0.00	0.00	2,760.00	0.00	(2,760.00)	0.00%
19831	Acq-CIP-Bldg & Impr	0.00	1,365,802.00	167,516.24	0.00	1,198,285.76	87.73%
All Asset Accounts		0.00	1,365,802.00	170,276.24	0.00	1,195,525.76	87.53%

All Expense/Expenditure Accts		14,622,779.00	15,581,796.00	6,975,118.83	308,493.87	8,298,183.30	
All Asset Accts		0.00	1,365,802.00	170,276.24	0.00	1,195,525.76	
All Revenues		15,253,761.00	16,022,778.00	7,292,015.81	0.00	8,730,762.19	
Net Cost		(630,982.00)	924,820.00	(146,620.74)	308,493.87	762,946.87	

66110400 ZW - Household Waste

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
42358	State Other Funding	117,472.00	117,472.00	19,190.00	0.00	98,282.00	83.66%
42601	County of Sonoma	2,781,258.00	2,781,258.00	0.00	0.00	2,781,258.00	100.00%
44002	Interest on Pooled Cash	15,100.00	15,100.00	16,699.78	0.00	(1,599.78)	-10.59%
46029	Donations/Contributions	214,617.00	214,617.00	47,602.12	0.00	167,014.88	77.82%
46051	Returned Checks	0.00	0.00	0.00	0.00	0.00	0.00%
All Revenues		3,128,447.00	3,128,447.00	83,491.90	0.00	3,044,955.10	97.33%

All Expense/Expenditure Accts

51041	Insurance - Liability	1,916.00	1,916.00	2,106.18	0.00	(190.18)	-9.93%
51071	Maintenance - Bldg & Improve	10,000.00	10,000.00	6,475.41	0.00	3,524.59	35.25%
51201	Administration Services	267,118.00	267,118.00	120,846.88	0.00	146,271.12	54.76%
51205	Advertising/Marketing Svc	17,500.00	17,500.00	16,732.19	0.00	767.81	4.39%
51206	Accounting/Auditing Services	2,616.00	2,616.00	2,694.00	0.00	(78.00)	-2.98%
51207	Client Accounting Services	4,810.00	4,810.00	0.00	0.00	4,810.00	100.00%
51212	Outside Counsel - Legal Advice	2,000.00	2,000.00	6,547.30	0.00	(4,547.30)	-227.37%
51225	Training Services	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00%
51229	Hazardous Waste Disposal Svc	47,000.00	47,000.00	25,587.25	0.00	21,412.75	45.56%
51249	Other Professional Services	85,709.00	85,709.00	60,219.59	0.00	25,489.41	29.74%
51401	Rents and Leases - Equipment	407.00	407.00	0.00	0.00	407.00	100.00%
51421	Rents and Leases - Bldg/Land	15,559.00	15,559.00	4,614.00	0.00	10,945.00	70.35%
51507	Special Departmental Expense	105,000.00	105,000.00	70,418.34	0.00	34,581.66	32.93%
51801	Other Services	0.00	0.00	54,271.99	0.00	(54,271.99)	0.00%
51803	Other Contract Services	1,612,737.00	1,612,737.00	668,396.90	0.00	944,340.10	58.56%
51901	Telecommunication Data Lines	1,032.00	1,032.00	803.20	0.00	228.80	22.17%
51902	Telecommunication Usage	24.00	24.00	4.09	0.00	19.91	82.96%
51904	ISD - Baseline Services	8,046.00	8,046.00	1,792.40	0.00	6,253.60	77.72%
51909	Telecommunication Wireless Svc	2,040.00	2,040.00	784.94	0.00	1,255.06	61.52%
51911	Mail Services	100.00	100.00	64.48	0.00	35.52	35.52%
51916	County Services Chgs	10,274.00	10,274.00	0.00	0.00	10,274.00	100.00%
51922	County Car Expense	90.00	90.00	0.00	0.00	90.00	100.00%
52091	Memberships/Certifications	8,833.00	8,833.00	9,935.00	0.00	(1,102.00)	-12.48%
52111	Office Supplies	2,500.00	2,500.00	1,048.88	0.00	1,451.12	58.04%
52115	Books/Media/Subscriptions	1,177.00	1,177.00	0.00	0.00	1,177.00	100.00%
52162	Special Department Expense	260.00	260.00	0.00	0.00	260.00	100.00%
52163	Professional Development	13,100.00	13,100.00	6,612.05	0.00	6,487.95	49.53%
52191	Utilities Expense	2,900.00	2,900.00	1,848.14	0.00	1,051.86	36.27%
57011	Transfers Out - within a Fund	903,981.00	1,457,139.00	0.00	0.00	1,457,139.00	100.00%
All Expense/Expenditure Accts		3,128,329.00	3,681,487.00	1,061,803.21	0.00	2,619,683.79	71.16%

All Expense/Expenditure Accts		3,128,329.00	3,681,487.00	1,061,803.21	0.00	2,619,683.79	
All Assets Accounts							
All Revenues		3,128,447.00	3,128,447.00	83,491.90	0.00	3,044,955.10	
Net Cost		(118.00)	553,040.00	978,311.31	0.00	(425,271.31)	

66111000 Education & Outreach

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
42358	State Other Funding	1,936,579.00	1,936,579.00	589,895.49	0.00	1,346,683.51	69.54%
42601	County of Sonoma	977,199.00	977,199.00	0.00	0.00	977,199.00	100.00%
46029	Donations/Contributions	69,433.00	69,433.00	14,352.84	0.00	55,080.16	79.33%
46050	Cancelled/Stale Dated Warrants	0.00	0.00	11,411.67	0.00	(11,411.67)	0.00%
46210	Refunds	0.00	0.00	1,320.00	0.00	(1,320.00)	0.00%
47101	Transfers In - within a Fund	3,981.00	3,981.00	0.00	0.00	3,981.00	100.00%
All Revenues		2,987,192.00	2,987,192.00	616,980.00	0.00	2,370,212.00	79.35%

All Expense/Expenditure Accts

51041	Insurance - Liability	2,506.00	2,506.00	2,838.53	0.00	(332.53)	-13.27%
51201	Administration Services	681,080.00	681,080.00	483,489.44	0.00	197,590.56	29.01%
51205	Advertising/Marketing Svc	2,500.00	2,500.00	2,846.00	0.00	(346.00)	-13.84%
51206	Accounting/Auditing Services	3,420.00	3,420.00	3,522.00	0.00	(102.00)	-2.98%
51207	Client Accounting Services	6,290.00	6,290.00	0.00	0.00	6,290.00	100.00%
51212	Outside Counsel - Legal Advice	15,000.00	15,000.00	10,886.34	0.00	4,113.66	27.42%
51241	Outside Printing and Binding	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%
51249	Other Professional Services	1,915,883.00	1,915,883.00	900,231.59	0.00	1,015,651.41	53.01%
51401	Rents and Leases - Equipment	532.00	532.00	2,215.01	0.00	(1,683.01)	-316.36%
51421	Rents and Leases - Bldg/Land	4,480.00	4,480.00	3,221.00	0.00	1,259.00	28.10%
51801	Other Services	0.00	0.00	25,216.80	0.00	(25,216.80)	0.00%
51803	Other Contract Services	35,000.00	35,000.00	25,042.05	0.00	9,957.95	28.45%
51805	Cnty Spor'shp of events/orgs	5,000.00	5,000.00	3,500.00	0.00	1,500.00	30.00%
51901	Telecommunication Data Lines	11,550.00	11,550.00	4,417.60	0.00	7,132.40	61.75%
51902	Telecommunication Usage	1,185.00	1,185.00	205.06	0.00	979.94	82.70%
51904	ISD - Baseline Services	16,568.00	16,568.00	21,761.36	0.00	(5,193.36)	-31.35%
51906	ISD - Supplemental Projects	400.00	400.00	0.00	0.00	400.00	100.00%
51907	ISD - Device Modernization Pro	0.00	0.00	1,739.48	0.00	(1,739.48)	0.00%
51909	Telecommunication Wireless Svc	6,600.00	6,600.00	3,260.24	0.00	3,339.76	50.60%
51911	Mail Services	500.00	500.00	3,096.79	0.00	(2,596.79)	-519.36%
51916	County Services Chgs	11,695.00	11,695.00	0.00	0.00	11,695.00	100.00%
51922	County Car Expense	118.00	118.00	765.72	0.00	(647.72)	-548.92%
51923	Unclaimable county car exp	50.00	50.00	0.00	0.00	50.00	100.00%
52091	Memberships/Certifications	34,016.00	34,016.00	33,623.45	0.00	392.55	1.15%
52109	IRR-Other Supplies	0.00	0.00	35.00	0.00	(35.00)	0.00%
52111	Office Supplies	11,920.00	11,920.00	4,381.29	0.00	7,538.71	63.24%
52114	Freight/Postage	10,000.00	10,000.00	174.21	0.00	9,825.79	98.26%
52115	Books/Media/Subscriptions	1,539.00	1,539.00	5,930.16	0.00	(4,391.16)	-285.33%
52118	Printing and Binding Supplies	12,400.00	12,400.00	14,166.60	0.00	(1,766.60)	-14.25%
52162	Special Department Expense	167,840.00	167,840.00	9,798.37	0.00	158,041.63	94.16%
52163	Professional Development	25,620.00	25,620.00	16,156.50	0.00	9,463.50	36.94%
54330	Grant Acquired Equipment	0.00	0.00	0.00	308,493.87	(308,493.87)	0.00%
57011	Transfers Out - within a Fund	0.00	55,710.00	0.00	0.00	55,710.00	100.00%
All Expense/Expenditure Accts		2,987,192.00	3,042,902.00	1,582,520.59	308,493.87	1,151,887.54	37.85%

All Expense/Expenditure Accts		2,987,192.00	3,042,902.00	1,582,520.59	308,493.87	1,151,887.54	
All Assets Accounts							
All Revenues		2,987,192.00	2,987,192.00	616,980.00	0.00	2,370,212.00	
Net Cost		0.00	55,710.00	965,540.59	308,493.87	(1,218,324.46)	

66111100 Organics

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
42358	State Other Funding	258,500.00	258,500.00	0.00	0.00	258,500.00	100.00%
42601	County of Sonoma	7,886,333.00	7,886,333.00	6,404,583.17	0.00	1,481,749.83	18.79%
All Revenues		8,144,833.00	8,144,833.00	6,404,583.17	0.00	1,740,249.83	21.37%

All Expense/Expenditure Accts

51041	Insurance - Liability	10,319.00	10,319.00	11,369.05	0.00	(1,050.05)	-10.18%
51201	Administration Services	457,633.00	457,633.00	58,758.15	0.00	398,874.85	87.16%
51205	Advertising/Marketing Svc	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%
51206	Accounting/Auditing Services	14,084.00	14,084.00	14,504.00	0.00	(420.00)	-2.98%
51207	Client Accounting Services	25,900.00	25,900.00	0.00	0.00	25,900.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	84.30	0.00	4,915.70	98.31%
51249	Other Professional Services	278,500.00	278,500.00	7,484.53	0.00	271,015.47	97.31%
51401	Rents and Leases - Equipment	2,192.00	2,192.00	0.00	0.00	2,192.00	100.00%
51421	Rents and Leases - Bldg/Land	3,008.00	3,008.00	0.00	0.00	3,008.00	100.00%
51801	Other Services	0.00	0.00	1,571.80	0.00	(1,571.80)	0.00%
51803	Other Contract Services	7,236,076.00	7,236,076.00	3,928,859.08	0.00	3,307,216.92	45.70%
51901	Telecommunication Data Lines	1,080.00	1,080.00	803.20	0.00	276.80	25.63%
51902	Telecommunication Usage	24.00	24.00	1.57	0.00	22.43	93.46%
51904	ISD - Baseline Services	24,334.00	24,334.00	1,870.72	0.00	22,463.28	92.31%
51909	Telecommunication Wireless Svc	900.00	900.00	345.54	0.00	554.46	61.61%
51911	Mail Services	250.00	250.00	0.00	0.00	250.00	100.00%
51916	County Services Chgs	32,347.00	32,347.00	0.00	0.00	32,347.00	100.00%
51922	County Car Expense	484.00	484.00	0.00	0.00	484.00	100.00%
52091	Memberships/Certifications	12,570.00	12,570.00	13,699.08	0.00	(1,129.08)	-8.98%
52111	Office Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
52115	Books/Media/Subscriptions	6,336.00	6,336.00	0.00	0.00	6,336.00	100.00%
52162	Special Department Expense	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00%
52163	Professional Development	4,500.00	4,500.00	3,651.40	0.00	848.60	18.86%
57011	Transfers Out - within a Fund	0.00	160,149.00	0.00	0.00	160,149.00	100.00%
All Expense/Expenditure Accts		8,143,937.00	8,304,086.00	4,043,002.42	0.00	4,261,083.58	51.31%

All Expense/Expenditure Accts		8,143,937.00	8,304,086.00	4,043,002.42	0.00	4,261,083.58	
All Assets Accounts							
All Revenues		8,144,833.00	8,144,833.00	6,404,583.17	0.00	1,740,249.83	
Net Cost		(896.00)	159,253.00	(2,361,580.75)	0.00	2,520,833.75	

66110300 Zero Waste - Organics Reserve

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
44002	Interest on Pooled Cash	29,289.00	29,289.00	110,709.46	0.00	(81,420.46)	-277.99%
47101	Transfers In - within a Fund	0.00	160,149.00	0.00	0.00	160,149.00	100.00%
All Revenues		29,289.00	189,438.00	110,709.46	0.00	78,728.54	41.56%

All Expense/Expenditure Accts

51201	Administration Services	24,318.00	24,318.00	3,013.94	0.00	21,304.06	87.61%
51206	Accounting/Auditing Services	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00%
51212	Outside Counsel - Legal Advice	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%
51249	Other Professional Services	0.00	0.00	80,909.69	0.00	(80,909.69)	0.00%
51803	Other Contract Services	0.00	190,000.00	0.00	0.00	190,000.00	100.00%
51916	County Services Chgs	379.00	379.00	0.00	0.00	379.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
52162	Special Department Expense	0.00	0.00	9,868.59	0.00	(9,868.59)	0.00%
All Expense/Expenditure Accts		36,697.00	226,697.00	94,792.22	0.00	131,904.78	58.19%

All Expense/Expenditure Accts		36,697.00	226,697.00	94,792.22	0.00	131,904.78	
All Assets Accounts							
All Revenues		29,289.00	189,438.00	110,709.46	0.00	78,728.54	
Net Cost		7,408.00	37,259.00	(15,917.24)	0.00	53,176.24	

66110900 ZW - Contingency Fund

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
44002	Interest on Pooled Cash	48,000.00	48,000.00	27,976.40	0.00	20,023.60	41.72%
46029	Donations/Contributions	0.00	0.00	10,001.41	0.00	(10,001.41)	0.00%
47101	Transfers In - within a Fund	0.00	608,868.00	0.00	0.00	608,868.00	100.00%
All Revenues		48,000.00	656,868.00	37,977.81	0.00	618,890.19	94.22%

All Expense/Expenditure Accts

51041	Insurance - Liability	0.00	0.00	84.30	0.00	(84.30)	0.00%
51201	Administration Services	201,407.00	201,407.00	126,299.08	0.00	75,107.92	37.29%
51206	Accounting/Auditing Services	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00%
51212	Outside Counsel - Legal Advice	20,000.00	20,000.00	3,006.70	0.00	16,993.30	84.97%
51801	Other Services	0.00	0.00	677.50	0.00	(677.50)	0.00%
51803	Other Contract Services	45,000.00	45,000.00	37,500.00	0.00	7,500.00	16.67%
51916	County Services Chgs	217.00	217.00	0.00	0.00	217.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
52162	Special Department Expense	56,000.00	56,000.00	22,432.81	0.00	33,567.19	59.94%
All Expense/Expenditure Accts		324,624.00	324,624.00	191,000.39	0.00	133,623.61	41.16%

All Asset Accounts

19810	Acq-Land	0.00	0.00	2,760.00	0.00	(2,760.00)	0.00%
19831	Acq-CIP-Bldg & Impr	0.00	0.00	9,554.14	0.00	(9,554.14)	0.00%
All Asset Accounts		0.00	0.00	12,314.14	0.00	(12,314.14)	0.00%

All Expense/Expenditure Accts		324,624.00	324,624.00	191,000.39	0.00	133,623.61	
All Assets Accounts		0.00	0.00	12,314.14	0.00	(12,314.14)	
All Revenues		48,000.00	656,868.00	37,977.81	0.00	618,890.19	
Net Cost		276,624.00	(332,244.00)	165,336.72	0.00	(497,580.72)	

66111200 Unfunded Pension Liability

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
44002	Interest on Pooled Cash	16,000.00	16,000.00	13,738.49	0.00	2,261.51	14.13%
All Revenues		16,000.00	16,000.00	13,738.49	0.00	2,261.51	14.13%

All Expense/Expenditure Accts

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

All Expense/Expenditure Accts		1,000.00	1,000.00	1,000.00	0.00	0.00	
All Assets Accounts							
All Revenues		16,000.00	16,000.00	13,738.49	0.00	2,261.51	
Net Cost		(15,000.00)	(15,000.00)	(12,738.49)	0.00	(2,261.51)	

66111300 Debt Servicing Reserve

Department / Account	Description	Original Budget	Final Budget	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% Remaining
All Revenues							
44002	Interest on Pooled Cash	0.00	0.00	24,534.98	0.00	(24,534.98)	0.00%
47101	Transfers In - within a Fund	900,000.00	900,000.00	0.00	0.00	900,000.00	100.00%
All Revenues		900,000.00	900,000.00	24,534.98	0.00	875,465.02	97.27%

All Expense/Expenditure Accts

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

All Asset Accounts

19831	Acq-CIP-Bldg & Impr	0.00	1,365,802.00	157,962.10	0.00	1,207,839.90	88.43%
All Asset Accounts		0.00	1,365,802.00	157,962.10	0.00	1,207,839.90	88.43%

All Expense/Expenditure Accts		1,000.00	1,000.00	1,000.00	0.00	0.00	
All Assets Accounts		0.00	1,365,802.00	157,962.10	0.00	1,207,839.90	
All Revenues		900,000.00	900,000.00	24,534.98	0.00	875,465.02	
Net Cost		(899,000.00)	466,802.00	134,427.12	0.00	332,374.88	

3rd Quarter Fund Balances FY 24/25

Fund		Beginning Balance	3/31/2025	Projected Fund Balance	Fund Balance Goal
Organics Reserve	78103	2,786,854	2,802,771	1,897,405	1,966,359
HHW	78104	1,130,861	152,550	634,580	534,660
Contingency Reserve	78109	1,416,056	1,263,033	742,774	968,618
Education & Outreach	78110	220,810	(744,731)	254,865	107,131
Organics	78111	2,227,427	4,589,008	1,317,613	1,966,359
Unfunded Pension Liability Rsv	78112	695,773	708,512	679,697	650,000
Debt Servicing Reserve	78113	1,272,770	1,272,770	1,618,959	
Total			10,043,912	7,145,893	



Agenda Item #: **4.4**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **4/17/2025**
Approved By: **LL**

ITEM: **Approval of the Twelfth Amendment to the Agreement with the City of Petaluma**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of Twelfth Amendment to the Agreement with the City of Petaluma for Household Hazardous Materials Facility Use.

II. BACKGROUND

On November 17, 2004, the Agency Board authorized the Chair to sign an agreement with the City of Petaluma in which the Agency provided Household Hazardous Waste (HHW) services to Petaluma residents for calendar year 2005. The cost for this service was paid directly by the City of Petaluma, instead of through the tipping fee surcharge, as Petaluma's solid waste bypasses the County disposal system. The agreement was subsequently amended on November 16, 2005, April 19, 2006, May 16, 2007, May 21, 2008, May 20, 2009, May 19, 2010, May 18, 2011, June 20, 2012, December 17, 2014, June 15, 2016, and April 17, 2019. The amendments expanded the scope of the agreement to include all Agency programs, not just HHW.

III. DISCUSSION

This amendment to the agreement would extend the term to June 30, 2030. No sections other than the term were modified.

IV. FUNDING IMPACT

There are no funding impacts resulting from the approval of this item. Failure to approve this item would create revenue shortfalls and would result in additional staff time necessary to develop a protocol to restrict Petaluma residents from receiving Agency services.

V. ATTACHMENTS

Twelfth Amendment to the Agreement with the City of Petaluma

TWELFTH AMENDMENT TO AGREEMENT
Household Hazardous Waste and AB 939 Program Services

This Twelfth Amendment to Agreement, effective the 1st day of April, 2025, ("Effective Date"), is made and entered into by and between the City of Petaluma, a municipal corporation and a charter city, hereinafter referred to as "CITY," and the Sonoma County Waste Management Agency, a joint powers agency, hereinafter referred to as "AGENCY."

WHEREAS, CITY and AGENCY entered into an Agreement effective January 1, 2005 and terminating on January 1, 2006, governing the use of AGENCY's Household Hazardous Waste Facility (hereinafter the "Agreement"); and

WHEREAS, CITY and AGENCY approved the First Amendment to the Agreement to extend the term of the Agreement for an additional six (6) months, until June 30, 2006; and,

WHEREAS, CITY and AGENCY approved the Second Amendment to the Agreement to (1) add additional services for compliance to the requirements mandated by AB 939, (2) compensate the AGENCY for services managed and performed by the AGENCY, and (3) extend the term of the Agreement for an additional twelve (12) months, until June 30, 2007; and,

WHEREAS, CITY and AGENCY approved the Third Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2008; and,

WHEREAS, CITY and AGENCY approved the Fourth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2009; and,

WHEREAS, CITY and AGENCY approved the Fifth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2010; and,

WHEREAS, CITY and AGENCY approved the Sixth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2011; and,

WHEREAS, CITY and AGENCY approved the Seventh Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2012; and,

WHEREAS, CITY and AGENCY approved the Eighth Amendment to the Agreement to extend the term of the Agreement for an additional thirty-six (36) months, until June 30, 2015, and,

WHEREAS, CITY and AGENCY approved the Ninth Amendment to the Agreement to extend the term of the Agreement for an additional twelve (12) months, until June 30, 2016, and,

WHEREAS, CITY and AGENCY approved the Tenth Amendment to the Agreement to adjust the compensation to the AGENCY by the CITY and extend the term of the agreement through the earlier of the expiration of the term of the joint exercise of powers agreement establishing the AGENCY, or June 30, 2019.

WHEREAS, CITY and AGENCY approved the Eleventh Amendment to the Agreement to adjust the compensation to the AGENCY by the CITY and extend the term of the agreement through the earlier of the expiration of the term of the joint exercise of powers agreement establishing the AGENCY, or June 30, 2024.

WHEREAS, CITY and AGENCY wish to amend the Agreement for an twelfth time to extend the term of the Agreement for an additional six (6) years, until June 30, 2030, and,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Eleventh Amendment, AGENCY and CITY agree as follows:

Section 1. Section 3 of the Agreement, "Term," is amended to read as follows:

3. **Term.** The term of this Agreement commences on the effective date of January 1, 2005 and terminates at midnight on June 30, 2030, unless extended or terminated sooner pursuant to the provisions of this Agreement.

Section 2. The CITY and AGENCY hereby affirm that the Agreement as amended to date has continued in full force and effect since its commencement on January 1, 2005.

Section 3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Amendment to the Agreement to be executed as of the date first set forth above.

CITY OF PETALUMA

SONOMA COUNTY WASTE MANAGEMENT AGENCY

City Manager

Agency Chair

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Agency Counsel

APPROVED:

Risk Manager

APPROVED:

Finance Director



Agenda Item #: **4.5**
Staff Contact: **Scott**
Agenda Date: **April 17, 2025**
Approved By: **LL**

ITEM: Approval of the Sixth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

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

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

In April 2019, the Board approved a Second Amendment to the Agreement that included an updated pricing structure with an estimated increase of \$102,118 over a three-year period and a new expiration date of June 30, 2022.

In April 2022, the Board approved the Third Amendment to the Agreement that included an 8% increase equating to roughly \$124,000, an extension of one year, and liquidated damages for the following categories: reporting, manifesting, battery sorting, collection events, safety, regulatory, paint service, and other. This extension expired on June 30, 2023.

In May 2023, the Board approved the Fourth Amendment to the Agreement that included a 4.9% increase on all contract costs plus and a monthly increase of \$2,292 for supplies and equipment. The cost associated with the Fourth Amendment equates to roughly \$92,267 and expired on June 30, 2024.

In April 2024, the Board approved the Fifth Amendment to the Agreement that included a 2.6% increase on all contract costs and a \$27 fee per manifest. Manifests are hazardous waste shipping documents required by federal regulation and the HHW program uses five to 10 manifests per

month on average. The costs associated with the Fifth Amendment were estimated at \$34,500 and this one-year extension expires on June 30, 2025.

III. DISCUSSION

Staff and Clean Harbors would like to extend the term of the agreement by two years to expire on June 30, 2027. Staff and Clean Harbors negotiated for a 2.4% increase in accordance with the December Bay Area CPI-U on all contract items during FY 25-26 and a June 2025 Bay Area CPI-U for FY 26-27 not to exceed three percent.

Staff plans to release a request for proposals for HHW operations in a few years as the opening of the new HHW facility in Windsor approaches.

IV. FUNDING IMPACT

Staff has estimated that the cost associated with the Sixth Amendment is approximately \$31,000 for FY 25-26. Using the disposal data from the first six months of FY 24-25, disposal costs are estimated to increase by \$14,125 while the price of labor, supplies, equipment, and bonds will increase by \$16,800. The proposed increases are already reflected in the FY 25-26 approved budget.

The maximum budget increase for FY 26-27 is estimated at \$40,000.

V. ATTACHMENTS

1. Sixth Amendment to the Agreement with Clean Harbors Environmental Services for HHW Operations
2. Resolution

SIXTH AMENDMENT TO AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE OPERATIONS

This Sixth Amendment to Agreement for Household Hazardous Waste Operations ("Fifth Amendment") is made as of the 17th day of April 2025, by the Sonoma County Waste Management Agency ("Agency") and Clean Harbors Environmental Services, Inc. ("Contractor"). Agency and Contractor are sometimes collectively referred to as the "parties" and singularly, as "party".

RECITALS

- A. Agency and Contractor entered into an Agreement for Household Hazardous Waste Operations (the "Agreement") dated July 1, 2014, a First Amendment to Agreement dated November 16, 2016, a Second Amendment to Agreement dated April 17, 2019, a Third Amendment to Agreement dated April 21, 2022, a Fourth Amendment to Agreement dated May 18, 2023; and a Fifth Amendment to Agreement dated April 18, 2024; and
- B. The Fifth Amendment term expires on June 30, 2025; and
- C. The Agency and Contractor desire to update the payment terms and extend the term of the Agreement to expire on June 30, 2027.

AMENDMENT

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

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2027. Notwithstanding the foregoing, this Agreement may be terminated earlier in accordance with the provisions of Article 13 below."

2. Amendment to Section 4.6. Section 4.6 of the Agreement is hereby amended and shall read as follows:

"4.6 Adjustment to Payment in 2025-27. All contract rates listed in Exhibit A-1, Exhibit A-2, and Exhibit H-1, as previously modified by the First, Second, Third, Fourth, and Fifth Amendments to the Agreement, shall be adjusted for the fiscal year from July 1, 2025 to June 30, 2026, by two and four-tenths percent (2.4%) for that twelve-month period. All contract rates shall be adjusted by the CPI Factor for the fiscal year from July 1, 2026 to June 30, 2027, provided that in no case shall such adjustment exceed three percent (3%) in any twelve-month period. All increases shall be adjusted on the Adjustment Date."

3. No Other Changes. Except as amended by this Sixth Amendment, all other terms and

conditions in the Agreement and Amendments shall remain unchanged and shall continue on in full force and effect.

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

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

Clean Harbors Environmental Services, Inc.

By: _____
Signature

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

RESOLUTION NO.: 2025-04

DATED: APRIL 17, 2025

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

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

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

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

WHEREAS, the Agency and CHES entered into a Third Amendment to the agreement on April 21, 2022 to extend the term until June 30, 2023, update performance standards, and adjust the pricing structure; and

WHEREAS, the Agency and CHES entered into a Fourth Amendment to the agreement on May 18, 2023 to extend the term until June 30, 2024 and adjust the pricing structure; and

WHEREAS, the Agency and CHES entered into a Fifth Amendment to the agreement on April 18, 2024 to extend the term until June 30, 2025 and adjust the pricing structure; and

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

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

MEMBERS:

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

AYES: --

NOES: --

ABSENT: --

ABSTAIN: --

SO ORDERED.

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

ATTEST:

DATE: April 17, 2025

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



Agenda Item #: 5
Staff Contact: Walsh
Agenda Date: 4/17/2025
Approved By: LL

ITEM: Consideration of a Resolution (1) Requesting that the County Adopt an Amendment to the Salary Range for the Executive Director Position as Recommended by the Agency Board; (2) Requesting that the County Approve and Execute an Amended and Restated Agreement for Personal Services with Leslie Lukacs to serve as Executive Director in the Form as Recommended by the Agency Board; and (3) to Set the Salary for the Executive Director at Step “C” Under the Amended Salary Range

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

That the Board approve the attached resolution to (1) request that the County make amendments to the Salary Range for the Executive Director Position, (2) request that the County enter into an Amended and Restated Agreement for Personal Services with Leslie Lukacs to allow her to continue to serve as the Executive Director for the Agency, and (3) set the salary for Ms. Lukacs under the amended salary schedule at Step “C”.

II. BACKGROUND

Ms. Lukacs serves as Zero Waste Sonoma Executive Director pursuant to an agreement for personal services with the County of Sonoma (the “Employment Agreement”) entered into in 2019 and amended to provide for a one-year extension in 2024. The County and the Agency have entered into an Agreement for Staff Services, pursuant to which the County employs the Executive Director, although the Executive Director serves at the pleasure of and under the direction of the Zero Waste Sonoma Board. Ms. Lukacs’ Employment Agreement expires in June 2025, and the Board recently completed Ms. Lukacs’ performance evaluation. The Board indicated a desire to enter into a new Employment Agreement to extend Ms. Lukacs employment with the Agency, and to revisit her salary. Ms. Lukacs is currently at the top step in the existing salary range (Step “I”), with a salary of approximately \$167,853, and is not eligible for salary increases other than periodic cost of living increases.

The salary range for the Executive Director position has not been adjusted for over ten years, other than COLA adjustments made by the County. In order to determine how the salary range compares to ranges for comparable positions and executive directors at similar agencies, the Agency hired Steven Sherman Consulting to conduct a salary survey for the Executive Director position, which was completed in October 2024. The consultant reviewed both comparable positions within the County and executive director salaries at comparable agencies. Based on the information reviewed by the consultant, they recommended that the salary range for the Executive Director be adjusted to approximately \$180,000-220,000.

III. DISCUSSION

The salary range for the Executive Director has not been revisited for at least ten years, and the salary survey suggests that the current salary range is not competitive with similar positions at other agencies and within the County. Additionally, over that period the Agency has increased in size and complexity. The Agency is taking on a number of new programs, including the development of a new household hazardous waste collection facility to serve the northern part of the County and continuing to collaborate with the County on the development of an in-county compost facility. Additionally, since Ms. Lukacs started with ZWS the agency staff has increased from four full-time and one part-time positions to eight full time positions, and the Agency budget has increased during that time from approximately \$8.5 million annually to approximately \$14 million annually. As a result, the Board is asked to consider a new salary range for the Executive Director that would be roughly equivalent to the salary range included in the salary survey. The recommended salary range is included below.

Range	A	B	C	D	E	F	G	H	I
8625	86.25	88.41	90.56	92.83	95.09	97.47	99.84	102.34	104.83
Bi weekly	\$6,900.00	\$7,072.80	\$7,244.80	\$7,426.40	\$7,607.20	\$7,797.60	\$7,987.20	\$8,187.20	\$8,386.40
Monthly	\$15,001.18	\$15,376.86	\$15,750.80	\$16,145.61	\$16,538.69	\$16,952.63	\$17,364.84	\$17,799.66	\$18,232.73
Yearly	\$180,014.10	\$184,522.28	\$189,009.59	\$193,747.35	\$198,464.24	\$203,431.59	\$208,378.06	\$213,595.86	\$218,792.79

This amendment to the salary range must be implemented by the County Board of Supervisors, and therefore the proposed resolution requests that the Board of Supervisors make the recommended amendments to the salary range.

Additionally, the proposed Amended and Restated Agreement for Personal Services would provide for a new five-year employment term for Ms. Lukacs, and would establish her salary at Step "C" under the amended salary schedule. This would place her annual salary at \$189,009.59, and she would be eligible for step increases on an annual basis following a positive performance review. All other terms of the Agreement would remain the same. The enclosed resolution additionally requests that the County approve the Amended and Restated Agreement for Personal Services Agreement in the form provided, and establish Ms. Lukacs' salary at Step "C" under the amended salary schedule.

IV. FUNDING IMPACT

The adopted budget for Agency staff services is approximately \$1,672,000. There are sufficient funds in the adopted by budget to account for the proposed salary increase from \$167,853 to \$189,009.59.

V. ATTACHMENTS

Resolution

Draft Amended and Restated Agreement for Personal Services

Dated: April 17, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
REQUESTING THAT THE COUNTY OF SONOMA (1) ADOPT AN AMENDMENT TO THE SALARY RANGE
FOR THE AGENCY EXECUTIVE DIRECTOR POSITION; (2) APPROVE AND EXECUTE AND AMENDED AND
RESTATED PERSONAL SERVICES AGREEMENT WITH LESLIE LUKACS TO CONTINUE TO SERVE AS
EXECUTIVE DIRECTOR OF THE AGENCY; AND (3) SET THE SALARY FOR THE EXECUTIVE DIRECTOR AT
STEP "C" UNDER THE AMENDED SALARY RANGE

WHEREAS, the Sonoma County Waste Management Agency retained Leslie Lukacs ("Lukacs") to serve as Executive Director of the Agency pursuant to that certain Agreement for Personal Services entered into by and between Lukacs and the County of Sonoma in 2019 and extended in 2024 (the "Current Agreement"); and

WHEREAS, under the Current Agreement, Ms. Lukacs is at Step "I" in the salary range for the Executive Director; and

WHEREAS, the Board desires to amend the salary range to ensure the salary for the Executive Director position is competitive with equivalent positions at similar agencies and within the County; and

WHEREAS, the Board of Directors further desires that Lukacs enter into a new Agreement for Personal Services to serve as the Executive Director for the Agency for an additional five (5) year term; and

WHEREAS, the Board of Directors desires that Lukacs be designated at Step "C" in the amended salary range under the terms of the new Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby (1) request that the Board of Supervisors amend the Salary Range for the Executive Director position to reflect the Salary Range attached as Attachment No. 1 to this Resolution, and incorporated herein; (2) request that the Board of Supervisors approve a new Amended and Restated Agreement for Personal Services with Lukacs with a five (5) year term, in substantially the form attached as Attachment No. 2 to this Resolution, subject to minor non-substantive amendments as approved by the Agency Counsel; and (3) request that the County set the Salary for Lukacs at Step "C" under the amended salary range.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: April 17, 2025

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

ATTACHMENT NO. 1

AMENDED SALARY RANGE

Range	A	B	C	D	E	F	G	H	I
8625	86.25	88.41	90.56	92.83	95.09	97.47	99.84	102.34	104.83
Bi weekly	\$6,900.00	\$7,072.80	\$7,244.80	\$7,426.40	\$7,607.20	\$7,797.60	\$7,987.20	\$8,187.20	\$8,386.40
Monthly	\$15,001.18	\$15,376.86	\$15,750.80	\$16,145.61	\$16,538.69	\$16,952.63	\$17,364.84	\$17,799.66	\$18,232.73
Yearly	\$180,014.10	\$184,522.28	\$189,009.59	\$193,747.35	\$198,464.24	\$203,431.59	\$208,378.06	\$213,595.86	\$218,792.79

ATTACHMENT NO. 2

AMENDED AND RESTATED
AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE DIRECTOR OF THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY

This Amended and Restated Agreement (hereinafter “Agreement”) is made this ____ day of _____, 2025, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and LESLIE LUKACS (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, the COUNTY and the SONOMA COUNTY WASTE MANAGEMENT AGENCY (“AGENCY”) have entered into an agreement for staff services dated June 1, 2010 (hereinafter, “Staff Contract”); and,

WHEREAS, pursuant to the Staff Contract, the County is to employ a person to act in the capacity as the Executive Director of the AGENCY (hereinafter “Executive Director”); and,

WHEREAS, EMPLOYEE has served as Executive Director of the AGENCY pursuant to that certain Agreement for Personal Services, Executive Director of the Sonoma County Waste Management Agency dated June 4, 2019 as amended by that certain First Amendment to Agreement for Personal Services, Executive Director of the Sonoma County Waste Management Agency dated June 4, 2024 (collectively, the “Original Employment Agreement”); and

WHEREAS, the AGENCY desires that EMPLOYEE continue to serve as Executive Director of the AGENCY, and EMPLOYEE desires to continue to serve as Executive Director of the AGENCY; and,

WHEREAS, the County desires to amend and restate and replace the Original Agreement by entering into this Agreement to retain EMPLOYEE as the Executive Director; and,

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Executive Director, they will be an at-will employee for the COUNTY, and that as such, their position is exempt from the County’s Civil Service system in accordance with Civil Service Ordinance 305-A and that they will retain no right of restoration to any previously held classified position with COUNTY under said system.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of at-will Executive Director, for a five (5) year term commencing _____, 2025 and ending on _____, 2030, subject, however, to termination as hereinafter provided. The parties may mutually extend the term by subsequent written agreement, however, there is no provision for automatic renewal of this Agreement. EMPLOYEE agrees to remain in the exclusive employ of the AGENCY during the term of this Agreement.

2. Duties. EMPLOYEE shall perform the duties of the Executive Director to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the COUNTY and the AGENCY, as well as all applicable state, federal and local laws, rules and regulations as set forth in the job description for the position, attached hereto as Attachment A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the AGENCY.

3. Compensation.

(a) EMPLOYEE's initial salary shall be at the "C" Step of the salary range, which salary range will be updated concurrently with the approval of this Agreement. The updated salary range is attached hereto as Attachment B. Thereafter, the terms of the Sonoma County Salary Resolution 95-0926, as amended or until superseded by further resolution(s) of the Board of Supervisors, shall apply to the salary. EMPLOYEE may advance in the salary range only if the AGENCY agrees, at its discretion, that EMPLOYEE is eligible for advancement based upon EMPLOYEE's annual performance evaluations.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY unrepresented administrative management employees, as specified in the Salary Resolution, or in such subsequent Salary Resolution as may be adopted by the Board of Supervisors during the term of this Agreement, notwithstanding any designation that the Executive Director is a Department Head position under Ordinance No. 5892.

(c) EMPLOYEE and COUNTY agree that EMPLOYEE shall be granted 80 hours of vacation time and 24 hours of sick leave upon commencement of this Agreement

(d) EMPLOYEE shall participate in any mandatory time off furlough program established by the County on the same terms and conditions applicable to management employees.

4. Appointing Authority and Performance Evaluations.

(a) The Board of Supervisors shall be the appointing authority for the EMPLOYEE. The Board of Supervisors will, however, consistent with the job specifications set forth in Attachment A and pursuant to the Staff Contract referenced previously herein, delegate supervision over the EMPLOYEE and delegate the annual performance review to the Board of Directors for the AGENCY. In addition to the annual performance review, the Board of Directors for the AGENCY shall, during the initial term of this Agreement, conduct

a performance review after six (6) months of this Agreement have expired, and further as requested by EMPLOYEE or the Board of Directors for the Agency. It shall be the parties' goal to have a performance review conducted at a minimum, at least once every year. EMPLOYEE agrees that concerns that COUNTY Board of Supervisors or the individual members of the Board of Supervisors or the AGENCY Board of Directors or the individual members of the AGENCY Board have concerning EMPLOYEE's performance are not "specific complaints or charges brought against an employee by another person or employee" as that phrase is used in Government Code §54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

(b) Pursuant to the Staff Contract referenced above, COUNTY shall provide additional dedicated staff to assist the EMPLOYEE in carrying out the day-to-day operations of AGENCY. Said additional staff will be within the classified service of the County's Civil Service Ordinance. With the exception of the power to terminate, which shall be retained by the Director of the Department of Transportation and Public Works, the EMPLOYEE shall be the appointing authority over such County employees and EMPLOYEE shall be responsible for complying with all laws, policies and procedures with regard to such COUNTY employees, including but not limited to, all COUNTY personnel policies and procedures.

5. Termination and Non-Renewal.

(a) EMPLOYEE shall serve at the will and pleasure of COUNTY Board of Supervisors and may be terminated at the will of the Board of Supervisors with or without cause, for any reason, and with or without advance notice, and that no other document, handbook, policy, resolution or representation shall be effective or construed to be effective to change the at-will nature of employment or otherwise grant EMPLOYEE any right or claim to continued employment; there is no express or implied promise made to EMPLOYEE for any form of continued employment. The County will delegate the authority to terminate the EMPLOYEE with or without cause to the AGENCY under the Staff Contract. However, the COUNTY shall nonetheless retain the authority to unilaterally terminate the EMPLOYEE at any time for good cause, including, but not limited to, commission of any of the following acts:

- 1) A physical assault or battery;
- 2) Threats of violence;
- 3) Embezzlement or theft;
- 4) Conviction of a felony or any criminal act involving moral turpitude;
- 5) Unauthorized possession of weapons or explosives on County property;
- 6) Sexual or other unlawful harassment;
- 7) Unlawful discrimination;
- 8) Using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, non-prescribed drugs, or hallucinatory agents while on COUNTY or AGENCY property or in vehicles during working hours or reporting to work under such conditions; or
- 9) Violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.

Good cause also includes, hostile and discourteous treatment of the public or employees; unauthorized absence; conduct which brings discredit to the COUNTY and/or the AGENCY; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a departmental policy and/or laws regarding the confidentiality of records; negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making a material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of COUNTY or AGENCY vehicles and equipment; and willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to COUNTY or AGENCY.

EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing before the Civil Service Commission or otherwise. After termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY or the AGENCY.

(b) COUNTY may place EMPLOYEE on administrative leave when COUNTY determines that EMPLOYEE'S acts or omissions have resulted, or may result, in liability to COUNTY or AGENCY, or upon receiving a specific complaint or charge brought against EMPLOYEE by another person. Upon the delivery of said notice to EMPLOYEE, the performance of EMPLOYEE's job duties under this Agreement will be suspended, but all other provisions of this Agreement shall remain in full force and effect.

(c) Termination of EMPLOYEE's employment without cause may be effected by (i) AGENCY giving written notice to COUNTY and COUNTY giving sixty (60) days' prior written notice to EMPLOYEE, or (ii) the AGENCY expires or is terminated pursuant to the current terms of the Joint Exercise of Powers Agreement by and between AGENCY's members . Upon such termination, EMPLOYEE shall be entitled to additional salary and any other compensation allowed under the County of Sonoma Salary Resolution equal to that which would accrue during sixty (60) calendar days following termination and to be computed by the COUNTY Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the County of Sonoma Salary Resolution, as it may be amended from time to time o. EMPLOYEE's health benefits and the COUNTY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from the date of termination. Upon EMPLOYEE's acceptance of said Severance Package, EMPLOYEE shall execute an agreement that the Severance Package shall constitute a final settlement and satisfaction of all claims EMPLOYEE may have against COUNTY and/or AGENCY arising out of EMPLOYEE's employment, and will execute a release releasing the COUNTY and the AGENCY from and against all claims related to EMPLOYEE's employment. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice

and hearing, or any other administrative hearing or remedy. After termination without cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY or the AGENCY.

(d) EMPLOYEE may terminate their employment at any time by delivering to the COUNTY Board of Supervisors and the Chair of the AGENCY Board of Directors EMPLOYEE's written resignation. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery. In such event, EMPLOYEE shall be entitled to be compensated for all accumulated vacation as of the day of termination and for any floating holiday balance or any other compensation or benefits as allowed by the County of Sonoma Salary Resolution, as it may be amended from time to time .

(e) At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate, and there shall be no further obligation to compensate or employ EMPLOYEE in any manner or capacity. The COUNTY agrees to give written notice of its intention of non-renewal at least thirty (30) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give thirty days' notice of non-renewal shall not result in an automatic renewal of the Agreement.

(f) From the date upon which EMPLOYEE either resigns or is notified of the COUNTY's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote their full time, attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY and AGENCY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the AGENCY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's employment.

(g) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement unless extended by mutual written agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY and/or AGENCY.

(h) In the event the Staff Contract is terminated by either the COUNTY or the AGENCY pursuant to paragraph 12 of the Staff Contract, then this Agreement for Personal Services shall also terminate.

6. Non-assignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of COUNTY.

7. Compliance with Law. EMPLOYEE shall, during their employment hereunder, comply with all state, federal and local laws, rules and regulations applicable to

such employment. Any act, error or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement, relieving COUNTY of any and all obligations hereunder. Such act, error or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

8. No Third Party Beneficiary Rights. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights. In addition, EMPLOYEE shall not have any rights and shall not be intended to be a third party beneficiary under the Staff Contract between the AGENCY and the COUNTY.

9. Merger and Amendment. 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 Section 1856 of the Code of Civil Procedure, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement. The AGENCY may fix any other terms and conditions of employment as it may determine from time to time relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with provisions of this AGREEMENT or other law. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that neither the COUNTY nor the AGENCY have made any representations or warranties regarding tax consequences or retirement compensation pertaining to EMPLOYEE's salary and benefits.

11. Conflict of Interest. EMPLOYEE covenants that they presently have no interest and 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 their duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code Section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Commission, the COUNTY's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the COUNTY, disclosing EMPLOYEE's financial interests, as required by the COUNTY's Conflict of Interest Code.

12. Construction of Agreement, Venue and Counterparts. 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. The parties 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. The parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or the performance thereof shall be proper only in the County of Sonoma, State of California. This Agreement may be executed simultaneously in counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Notices. Any notices required by this Agreement shall be in writing and either given in person or by First Class Mail with the postage prepaid and addressed as follows

TO AGENCY: Sonoma County Waste Management Agency
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403

With a copy to: Best Best & Krieger LLP
500 Capitol Mall, Suite 2500
Sacramento, CA 95814
Attn: Ethan Walsh, Agency Counsel

TO EMPLOYEE: Leslie Lukacs

TO COUNTY: County of Sonoma, County Administrator's
Office, 575 Administration Drive Suite 104A,
Santa Rosa, CA 95403

ATTEST:

COUNTY OF SONOMA:

Clerk of the Board

BY: _____
Chair, Board of Supervisors

EMPLOYEE:

LESLIE LUKACS

APPROVED AS TO FORM:

BY: _____
County Counsel

EXHIBIT "A"

WASTE MANAGEMENT AGENCY EXECUTIVE DIRECTOR

Dept Heads & Elected Officials-52
5191

DEFINITION:

Under direction of the Sonoma County Waste Management Agency ("Agency") Board of Directors, the Agency Executive Director plans, organizes and directs all activities and functions in the operation of the Agency as required by AB939 regulations, including city/county agreements, recycling, marketing, material recovery, household hazardous waste, organic waste composting, source reduction, and public education; performs related duties as required.

Distinguishing Characteristics

The Sonoma County Waste Management Agency (Agency) is an independent joint powers agency which includes the County of Sonoma and all nine Sonoma County cities (Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Town of Windsor) as member agencies. The Agency Board of Directors is a ten member board with each member agency having one representative. The Agency was formed in 1992. The Agency has an annual budget of approximately eight million dollars.

This single management class is an "at-will" position and is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A. The County of Sonoma provides staffing services under agreement to the Agency. As such, the County of Sonoma is the employer and the appointing authority; however, the Board of Supervisors will delegate authority for employee selection, supervision and termination of the employee to the Agency Board of Directors. Incumbents will be employed under an "at-will" employment agreement. The County will retain the right to terminate the employee as provided in the employment agreement.

The incumbent is responsible for the overall administrative management of the department personnel, program activities, and procedural and policy issues as they relate to the operation of the Agency. The position must use considerable independent judgment and discretion in staff supervision and delegated project administration and management including the prioritization and coordination of mandates, goals and objectives.

TYPICAL DUTIES:

Duties may include, but are not limited to the following:

Plans, organizes, directs, and coordinates the operation of all functions for the Agency.

Initiates/participates in strategic planning efforts for the benefit of the Agency in County, private sector and regional venues.

Develops and implements the Agency annual budget; coordinates fiscal operations with the County (accountant and auditor services); provides budgetary forecasts to the Agency Board of Directors as requested.

Assists in formulating long-range goals of the Agency program and in developing plans for accomplishing these goals; develops policies and procedures to carry out the plans which have been developed; develops and implements marketing and public outreach and information plans; reviews and evaluates programs and anticipates future needs.

Provides on-going support to the Agency Board to maximize their effectiveness including facilitating new Board member orientation, providing Board training on specific issues or topic areas, and identifying ways to streamline meetings and maximize the efficient use of the Board members' time.

Supervises, directs, develops and evaluates subordinate staff (County employees) and also has responsibility for selecting program staff.

Coordinates activities with other departmental divisions, other County departments, other governmental agencies and private organizations and contractors as required.

Reviews the preparation of a variety of plans, reports, and correspondence.

Discusses and explains department plans, programs, and projects at public and community meetings, legislative and administrative hearings, and related functions; attends conferences and seminars to keep informed of new developments.

Consults with legal counsel concerning contracts and divisional operations; monitors legislation on the state, federal and local level; recommends changes required by new legislation.

May serve as a member of various committees as directed by the Agency Board of Directors.

Performs other duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

Considerable knowledge of: state and federal laws and programs relative to the planning and development of recycling management, including AB 939 legislation; principles and practices of marketing and public information, principles and practices of program planning and evaluation, grant preparation and review, personnel and fiscal administration, including

budgetary process and fiscal strategy, staff development and training; the principles and practices of contract negotiations and administration; the organization and functions of various Agencies; economic research and feasibility as it relates to plans in support of the program; English syntax and grammar; modern software programs required to complete job responsibilities.

Ability to: plan, organize and direct the activities of professional, specialized technical and clerical staff; establish and maintain harmonious working relationships with the Agency Board of Directors, coworkers, subordinates, representatives of other County departments, other governmental agencies, private organizations, private contractors, and with the general public; prepare and implement administrative and fiscal policies and controls; coordinate program activities with other County departments and other public entities; determine organizational needs and functional changes in order to improve efficiency and effectiveness; provide effective leadership in the development of new or improved procedures; analyze, prepare and/or review staff reports and recommendations and to give constructive criticism; effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans and policies; speak before groups regarding department plans, projects and functions.

MINIMUM QUALIFICATIONS:

Education and Experience: Any combination of education, training, and experience that clearly demonstrates possession of the knowledge and abilities listed for the position. Normally, this would include significant coursework or graduation from an accredited college or university with a focus in business administration, public administration, marketing, environmental studies, or a related field and five years of increasingly responsible, professional experience in recycling or solid waste management, including at least four years of experience with administrative and supervisory responsibilities for marketing and/or public information, program planning and administration, and staff supervision.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

EXHIBIT “B”

UPDATED SALARY SCHEDULE

Range	A	B	C	D	E	F	G	H	I
8625	86.25	88.41	90.56	92.83	95.09	97.47	99.84	102.34	104.83
Bi weekly	\$6,900.00	\$7,072.80	\$7,244.80	\$7,426.40	\$7,607.20	\$7,797.60	\$7,987.20	\$8,187.20	\$8,386.40
Monthly	\$15,001.18	\$15,376.86	\$15,750.80	\$16,145.61	\$16,538.69	\$16,952.63	\$17,364.84	\$17,799.66	\$18,232.73
Yearly	\$180,014.10	\$184,522.28	\$189,009.59	\$193,747.35	\$198,464.24	\$203,431.59	\$208,378.06	\$213,595.86	\$218,792.79



Agenda Item #: 6
Cost Center: All
Staff Contact: Lukacs
Agenda Date: 04/17/2025
Approved by: LL

ITEM: **Green Resolution for the Zero Waste Champion Award Recognizing Terry Taylor**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board adopt a Green Resolution recognizing Terry Taylor for the Zero Waste Champion Award for his commitment and service to the community and the environment.

II. BACKGROUND

This Green Resolution is a way for Zero Waste Sonoma to give a Zero Waste Champion Award to recognize a person or entity that exemplifies zero-waste practices. Staff is honoring Terry Taylor with the Zero Waste Champion Award for his exemplary leadership in waste reduction and zero-waste practices.

III. DISCUSSION

Terry is a resident of Windsor and has consistently participated in ZWS meetings, events, and otherwise promoted waste reduction practices in the wider Sonoma County community. He represents the Town of Windsor on the Sonoma County Local Task Force (LTF) meetings for the last 6 years.

Terry served as the mediator for the LTF's Compostable Products Task Force in 2018-2019. Terry combined his expertise as a professional mediator and his personal interest in waste issues to ensure the Task Force's fortnightly meetings remained productive and civil, despite the contentious topic.

Terry is also a founder and longtime member of WeAct and Wasteless Windsor, a group of citizens concerned with local and regional policies regarding climate change. WeAct has, among other things, helped the Town of Windsor green their Summer Green Concert Series by switching beer vendors' disposable plastic cups to reusable stainless steel cups with a deposit and manned the landfill, recycling, and organics bin to teach event attendees how to recycle and compost properly. Under Terry's guidance, WeAct has partnered with ZWS hosting compost giveaways and a repair fair. In addition, Terry and WeAct have organized and/or participated in local road cleanup events and other environmentally focused projects.

IV. FUNDING IMPACT

There are no new funding impacts resulting from this report.

V. ATTACHMENTS

Green Resolution 2025-01

Dated: April 17, 2025

GREEN RESOLUTION FROM ZERO WASTE SONOMA RECOGNIZING TERRY TAYLOR FOR HIS ZERO WASTE SERVICE AND COMMITMENT TO OUR COMMUNITY AND THE 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, individuals, organizations, and events engaging in practices of waste reduction and environmental awareness shall be promoted for their leadership in the community; and

WHEREAS, Terry Taylor is a private resident of Windsor who has exemplified zero waste principles and practices and has generously and consistently volunteered his time to participate in and engage with Zero Waste Sonoma meetings and events; and

WHEREAS, Terry Taylor has been the Windsor representative on the Sonoma County Local Task Force since 2019; and

WHEREAS, Terry Taylor served as the mediator in the Sonoma County Compostable Products Task Force in 2018-2019, ensuring conversations were productive regarding a contentious topic; and

WHEREAS, Terry Taylor has been a consistent participant and now board member of Wasteless Windsor since 2019; and

WHEREAS, Zero Waste Sonoma hereby honors Terry Taylor with the Zero Waste Champion Award; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma wishes to recognize Terry Taylor for his outstanding commitment and leadership in waste reduction and environmental stewardship in our community.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: APRIL 17, 2025

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



Agenda Item #: 7
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 04/17/2025
Approved By: LL

ITEM: REQUEST FOR PROPOSALS TO PROVIDE SOFTWARE FOR TRACKING COMPLIANCE WITH SB 1383 AND FOOD WARE ORDINANCES

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the public distribution of an RFP to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances.

II. BACKGROUND

Due to regulations implementing SB 1383, jurisdictions are required to educate and assist commercial businesses identified as Tier I or Tier II Edible Food Generators with understanding and complying with food donation requirements. Jurisdictions are also required to educate and assist commercial entities with diverting organic materials and recyclables, monitor their compliance, and pursue enforcement action if necessary.

In 2021, ZWS executed a Memorandum of Understanding (MOU) with all 10 of its member jurisdictions to implement the SB 1383 Regulations. As part of that MOU, ZWS assumed responsibility for the implementation of edible food recovery requirements, regional education, compliance monitoring, and recordkeeping. Since ZWS does not have enforcement authority (only jurisdictions do), staff work with franchised haulers to seek voluntary compliance whenever possible and document evidence of non-compliance. In cases involving repeat offenders, ZWS recommends jurisdictions pursue enforcement action.

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

In order to track compliance with these requirements, ZWS has held a license for use of the Recyclist Program Tracker (now owned by Routeware, Inc.) since 2021. The current agreement is set to expire on June 30, 2025. Now that the Recyclist is no longer the only software solution on the market for tracking compliance with SB 1383 and Disposable Food Ware Ordinances, staff would like to seek proposals in a public bidding process to ensure fair pricing and equal opportunity.

III. DISCUSSION

Staff is seeking proposals for software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. The software license will be held by ZWS and used by ZWS staff, the 10 member jurisdictions, the 3 franchised haulers servicing the jurisdictions, and contractors providing technical assistance within those jurisdictions.

The primary objectives of this software are to:

1. Monitor compliance of commercial generators who are subject to the requirements of the SB 1383 Regulations, including edible food recovery and organics/recycling collection, and local Disposable Food Ware and Polystyrene Foam Ban Ordinances.
2. Serve as the jurisdictions' main repository of Implementation Records, including waivers issued/denied, education and outreach to generators (e.g., emails, phone calls, letters, site visits), organic waste product and paper procurement, and other records required by the SB 1383 Regulations.
3. Provide ZWS staff, 10 member jurisdictions, and franchised haulers real-time access to accurate data, including generator compliance status, collection volumes, previous education and outreach efforts, waivers issued/denied, complaints, and enforcement action taken.

IV. FUNDING IMPACT

The RFP does not specify a dollar value and instead invites proposers to provide competitive quotes. However, staff anticipates, based on informal conversations with potential proposers, that the cost of this software will exceed \$25,000 and the Executive Director's signing authority.

V. ATTACHMENTS

- Request for Proposals to Provide Software for Tracking Compliance with SB 1383 and Food Ware Ordinances
- Exhibit A Proposed Response
- Exhibit B Proposal Scoring Rubric
- Exhibit C Proposal Authorization and Acknowledgement Form
- Exhibit D Draft Agreement for Software for Tracking Compliance with SB 1383 and Food Ware Ordinances



REQUEST FOR PROPOSALS TO PROVIDE SOFTWARE FOR TRACKING COMPLIANCE WITH SB 1383 AND FOOD WARE ORDINANCES

Proposals due 11:59 p.m. on May 5, 2025

Submit proposal to:

Xinci Tan, Organics Program Manager

Xinci.tan@sonoma-county.org

Zero Waste Sonoma

2300 County Center Drive, Suite B240

Santa Rosa, CA 95403

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

AGENCY: Zero Waste Sonoma (also known as Sonoma County Waste Management Agency) is a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor. Zero Waste Sonoma manages programs, submits required reporting, and implements policy on behalf of its member jurisdictions.

COUNTY: The County of Sonoma, a political subdivision of the State of California, primarily overseeing the unincorporated areas within Sonoma County.

Sonoma County: The geographical area of Sonoma County, encompassing all incorporated and unincorporated areas.

1.2 Overview of Requested Services

Zero Waste Sonoma (AGENCY) is seeking proposals for software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. The software license will be held by the AGENCY and used by the AGENCY'S staff, 10 member jurisdictions, the 3 franchised haulers servicing the jurisdictions, and contractors providing technical assistance within those jurisdictions.

Due to regulations implementing SB 1383, jurisdictions are required to educate and assist commercial businesses identified as Tier I or Tier II Edible Food Generators with understanding and complying with food donation requirements. Jurisdictions are also required to educate and assist commercial entities with diverting organic materials and recyclables, monitor their compliance, and pursue enforcement action if necessary.

In 2021, the AGENCY executed a Memorandum of Understanding (MOU) with all 10 of its member jurisdictions to implement the SB 1383 Regulations. As part of that MOU, the AGENCY assumed responsibility for the implementation of edible food recovery requirements, regional education, compliance monitoring, and recordkeeping. Since the AGENCY does not have enforcement authority (only jurisdictions do), staff work with franchised haulers to seek voluntary compliance whenever possible and document evidence of non-compliance. In cases involving repeat offenders, the AGENCY recommends jurisdictions pursue enforcement action.

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

The primary objectives of this software are to:

- a. Monitor compliance of commercial generators who are subject to the requirements of the SB 1383 Regulations, including edible food recovery and organics/recycling collection, and local Disposable Food Ware and Polystyrene Foam Ban Ordinances.
- b. Serve as the jurisdictions' main repository of Implementation Records, including waivers issued/denied, education and outreach to generators (e.g., emails, phone calls, letters, site visits), organic waste product and paper procurement, and other records required by the SB 1383 Regulations.
- c. Provide AGENCY staff, 10 member jurisdictions, and franchised haulers real-time access to accurate data, including generator compliance status, collection volumes, previous education and outreach efforts, waivers issued/denied, complaints, and enforcement action taken.

Exhibit A details the Proposed Response requested by the Agency for this RFP.

All data and information furnished by the AGENCY or referred to in this RFP are furnished for the PROPOSER'S convenience.

1.3 Background

The AGENCY has a current contract with Routeware, Inc. for the Recyclist Program Tracker (Program Tracker) that will expire on June 30, 2025. All 10 member jurisdictions and the 3 franchised waste haulers serving them have full access to the Program Tracker. In the last year, the AGENCY has granted access to several CalRecycle Jurisdiction and Agency Compliance and Enforcement (JACE) and Local Assistance and Market Development (LAMD) representatives for Compliance Review. The AGENCY has also granted limited access to contractors providing technical assistance to generators so the contractors may upload pictures and track outreach activities. The AGENCY uses the Program Tracker to track compliance with SB 1383 regulations and local Disposable Food Ware Ordinances.

Each jurisdiction in Sonoma County has adopted a local ordinance prohibiting the sale and use of certain products containing expanded polystyrene foam and PFAS chemicals. Most jurisdictions require single-use food ware containers and accessory items to be made of materials that are compostable or recyclable in local collection systems, where PLA, PHA, and other bioplastic materials, lined or coated fiber, and non-recyclable plastics are not compliant. In Sebastopol and Santa Rosa, establishments must serve dine-in customers on durable, reusable food ware.

The combined number of commercial and multifamily generators across all 10 jurisdictions is approximately 10,000 accounts. Each of the 10 jurisdictions manages franchise agreements independent of the AGENCY that cover garbage, recycling, and organics. The Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, and Santa Rosa each have franchise agreements with Recology Sonoma Marin (RSM). The Town of Windsor has a franchise agreement with Sonoma County Resource Recovery (SCRR). The City of Sebastopol has a current contract with Recology Sonoma Marin that will expire on July 1st, whereupon SCRR will take over. The City of Sonoma has a franchise agreement with the Sonoma Garbage Collectors (SGC). The County of Sonoma has both a franchise agreement with RSM and SGC to service the unincorporated areas of the County.

The AGENCY has a current contract with Careit for tracking edible food recovery activities and utilizes Microsoft Sharepoint to serve as part of the Implementation Record for all 10 jurisdictions.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

Xinci Tan, Organics Program Manager
Zero Waste Sonoma
2300 County Center Dr
STE B240
Santa Rosa, CA 95403
Phone: (707) 837-6134
E-mail: Xinci.tan@sonoma-county.org

Questions must be submitted no later than **12:00 pm PST on April 28, 2025**; no response will be made to questions submitted after this date. An addendum to this RFP will be published on the AGENCY website (<https://zerowastesonoma.gov/agency/requests-for-proposals>) in response to any questions received. The PROPOSER is solely responsible for providing their email address by **April 28, 2025** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda by email. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

2.2 AGENCY Contact for Information

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

2.3 Appeals Process

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

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

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

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

2.4 Confidentiality

AGENCY has made a determination in accordance with Section 7922.000 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by AGENCY until the time AGENCY is considering award of a contract for the services. In the event a PROPOSER wishes to claim that portions of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. PROPOSER may also request that such confidential documents be returned to PROPOSER upon completion of the RFP process, unless otherwise required by law. Blanket designations of "confidential" shall not be effective. AGENCY shall notify PROPOSER in the event that AGENCY receives any requests for disclosure under the Public Records Act for documents that have been marked confidential by PROPOSER. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

- a. All proposals shall be submitted digitally in writing and be in accordance with the requirements of this Request for Proposals. No facsimile mailed or hand delivered proposals will be accepted.
- b. The proposal shall be submitted to the AGENCY no later than **11:59 pm PST on May 5, 2025**. The e-mail subject line must clearly state **“Proposal for Compliance Software”** and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent by email to the AGENCY contact found in Section 2.1 above.
- c. Each proposal shall include all information required by this RFP and any subsequent addenda.
- d. Proposals received after the required submittal date and time will be rejected. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Evaluation Process

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

3.3 Rights of the AGENCY

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

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

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

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

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

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

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

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

4.2 Proposal including qualifications, experience, cost, and software features

Please provide answers to the requested information listed in Exhibit A and refer to Exhibit B for how the AGENCY will evaluate proposals.

4.3 Insurance

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

4.4 Agreement for Consulting Services

The selected PROPOSER must execute and submit Exhibit C, acknowledging their willingness to sign the Agreement to Provide Compliance Software attached hereto as Exhibit D to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any requested modifications to the Agreement.

5. SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
April 21, 2025	RFP Issued	AGENCY
April 28, 2025	Submit Addenda Distribution Information	PROPOSER
April 28, 2025	Submit Written Questions	PROPOSER
April 30, 2025	Answers to Written Questions are published	AGENCY
May 5, 2025	Proposals Due (11:59 p.m. PST)	PROPOSER
May 15, 2025	Award of Agreement (tentative)	AGENCY

6. ATTACHMENTS

Exhibit A: Proposed Response
Exhibit B: Proposal Scoring Rubric
Exhibit C: Proposal Authorization and Acknowledgement Form
Exhibit D: Draft Agreement

Exhibit A: Proposed Response

The contractor will provide software to track commercial generators' compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. The software license will be held by the AGENCY and used by the AGENCY'S staff, 10 member jurisdictions, the 3 franchised haulers servicing them, and contractors providing technical assistance to generators within those jurisdictions. The approximate combined number of commercial and multi-family generators in all 10 jurisdictions is 10,000 accounts.

In your proposal, please respond to the following.

1. **Experience:** Describe your organization's qualifications and experience in the management of software, large data sets, data security, and compliance tracking. State the number of years you have provided similar software to haulers, jurisdictions, and agencies.
2. **References:** Provide a minimum of two (2) California governmental clients that the AGENCY may contact as references.
3. **Contact Team/Location:** Provide the name, email, and phone number of the person who will serve as the AGENCY'S primary contact and manage this contract. Include the team that would be assigned to the AGENCY'S account and include their location.
4. **Onboarding Timeline:** State an estimated timeline with major tasks and milestones needed to take over the current compliance software, which includes setup, importing and transferring existing data, testing, and launching. These tasks will need to be completed and the new software to become live and fully functional prior to June 30, 2025, the end date of the current contract.
5. **Training:** What training opportunities and resources are available for users to familiarize themselves with the features of the software before the software goes live? State whether the same resources will be available for new users who are added in the future.
6. **Technical Support and Customer Service:** Describe the process which the AGENCY will need to follow when requesting assistance in using the software. Provide estimated response times from technical support staff and whether phone calls and virtual meetings are available should email be insufficient for troubleshooting.
7. **User Access:** Provide information on the number of unique logins available and the different roles/permissions available per user. State whether the AGENCY will have the ability to add and remove users at will and change other users' roles/permissions.
8. **Accessibility:** Provide information on which web browsers the software functions on and whether there are Android and iOS apps. State how mobile app functionality may be more limited than the browser.
9. **Pricing:** Please provide a formal quote for the cost of the software subscription, whether there are options for a 1-year or for multi-year contracts, and options for renewal. If there are one-time costs associated with setting up the software, recurring costs associated with data uploads, or other supplementary services, please provide those as separate line items.
10. **Data Uploads:** The AGENCY would prefer monthly data uploads for all 3 franchised haulers. Describe the timeline for how long uploads take, and how data accuracy and integrity will be

assured, especially given the number of users that may have access to the compliance software. State whether the AGENCY will be able to edit a generator's service levels (e.g., 4 yards/week trash to 2 yards/week trash) in between uploads.

11. **Required features:** If the software does not have the following features, describe the timeline for building them and if there will be additional costs for each line item. Feel free to include screenshots if necessary.

- a. Logging education and outreach activities, including emails, phone calls, mailed letters, and site visits
- b. Approval and denial of space and de minimis waivers. Ability to sort generators by waiver issue or expiration dates. Notification reminder of waiver expiration.
- c. Logging food recovery inspections, complaints, and enforcement actions. Notification reminder of follow-up tasks.
- d. Tracking records related to organic waste and paper procurement. Ability to upload procurement records in bulk.
- e. Export of all generator data in an Excel-compatible file. Please include a screenshot example of a file immediately after exporting.
- f. Dashboard that shows real-time compliance statistics at a glance, filtered by jurisdiction and by hauler. Graphs are preferable. Clicking on a specific statistic (e.g., 50 generators without organics collection service) will show the list of generators that fit that criterion.

12. **Desired features:** Please describe whether the software has the following features. If the software does not have the following features, describe the timeline for building them and if there will be additional costs for each line item. Feel free to include screenshots if necessary.

- a. Map of generators and food recovery organizations/services to plan efficient site visits and coordinate regional food distribution networks.
- b. Export of uploaded documents and pictures in bulk.
- c. Ability to mark generators as compliant, non-compliant, or partially compliant with food ware ordinances. Ability to mark generators that are using reusable food ware. Filtering generators by those criteria.
- d. A way to flag problem generators and filter for them.
- e. Customizable form letters for bulk outreach emails and Notices of Violation (NOVs) that can be sent to selected generators from within the software. Ability to prepare form letters for bulk mailing to selected generators.

Exhibit B: Proposal Scoring Rubric

Criteria	Weighted Score
Completeness and satisfaction with responses to questions #1-10 in Exh A	30%
Software has the desired features listed in question #11 in Exh A	30%
Price	30%
Requested exceptions or changes to the proposed contract language	10%

Exhibit C: Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

1. The undersigned is a Proposer under this RFP and possesses the legal authority to submit this Proposal.
2. The undersigned is authorized to conduct all negotiations for and legally bind the Proposer in all matters relating to this Proposal submittal.
3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the conditions described in the Agreement for Professional Services (Exhibit D) and this RFP.
4. The undersigned certifies that this Proposal is irrevocable until September 2, 2025 (minimum of 120 days from submittal).
5. The undersigned acknowledges that the Agency reserves the following rights and options related to proposals submitted in response to the RFP:
 - Award an agreement for services described in this RFP.
 - Reject all proposals and not award an agreement.
 - Reject any proposal.
 - If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
 - Waive defects and/or irregularities in any proposal.
 - Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
 - Conduct interview(s) with any PROPOSER(s).
 - Negotiate terms and conditions that are different from those described in this RFP and Agreement.
 - Contact references provided and seek information from any client with which the PROPOSER has done business.
 - Take other such action that best suits the needs of the AGENCY and/or its citizens.

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

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

Print Name:

Title:

Organization:

Telephone:

E-Mail Address:

Signature:

Date:

Exhibit D: Draft Agreement for Software for Tracking Compliance with SB 1383 and Food Ware Ordinances

This agreement ("Agreement"), dated as of May 15, 2025 ("Effective Date") is by and between Zero Waste Sonoma, also known as the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a **[include description of Contractor, e.g., "a California Corporation", etc., if appropriate]** (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in providing software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances; and,

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to provide software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances; and,

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose providing software to track compliance with SB 1383 Regulations and local Disposable Food Ware and Polystyrene Foam Ban Ordinances. Contractor shall perform services as defined in Exhibit A, Proposed Response.

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

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

1.4 Assigned Personnel.

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

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to

Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

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

2. Payment.

2.1 Contractor shall be paid _____ monthly/annually for services rendered in accordance with tasks detailed in Section 1.1 above, Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2025 to XXXXX, unless terminated earlier in accordance with the provisions of Section 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all materials and work products subject to Section 9.9 and shall submit to Agency payment up to the date of termination.

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

or compensation payable to or for Contractor or its agents.

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

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

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

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

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- c. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

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

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

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

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

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

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

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

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

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

9. Representations of Contractor.

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

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

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its

right to terminate this Agreement pursuant to Section 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

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

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

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

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

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

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

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

Agency: Zero Waste Sonoma
Attention:
2300 County Center Dr STE B240
Santa Rosa, CA 95403
Email: Xinci.Tan@sonoma-county.org
Phone: (707) 837-6134

Contractor: Name
Attention:
Address
Email:
Phone:

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. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names

and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: By: _____
Executive Director

Name: _____

CONTRACTOR: By: _____

Name: _____

Title: _____

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel