



SONOMA COUNTY WASTE MANAGEMENT AGENCY

## Meeting of the Board of Directors

January 18, 2024  
REGULAR MEETING

Closed Session begins at 8:30 a.m.  
Regular Session at 9:00 a.m. or immediately following Closed  
Session

Estimated Ending Time 11:30 a.m.

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

Meeting will also streamed via Zoom:  
<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUliWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470  
US: +1 669 444 9171  
Passcode: 157476

Meeting Agenda and Documents

**ZERO WASTE SONOMA**

**Meeting of the Board of Directors**

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Closed Session begins at 8:30 a.m.

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*Note: This packet is 114 pages total*



## Zero Waste Sonoma

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#### PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, January 17th. 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](mailto:leslie.lukacs@sonoma-county.org) and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

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



## Agenda

### Item

1. Call to Order
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8)  
Property: 5885 Pruitt Avenue Windsor, CA 95492  
Agency Negotiators: Leslie Lukacs, Ethan Walsh  
Negotiating Parties: David M. Carroll, John M. Shea II  
Under Negotiation: Price and terms of payment
3. Adjourn Closed Session / Call to Order Regular Meeting
4. Agenda Approval
5. Public Comments (items not on the agenda)
6. Election of Officers

### Consent (w/attachments)

- 7.1 Minutes of the November 16, 2023 Regular Meeting
- 7.2 November and December 2023, January and February 2024 Outreach Calendar
- 7.3 Annual Review of the ZWS Rules of Governance
- 7.4 Budget Adjustment Contingency – Property Purchase
- 7.5 Careit Agreement Renewal

### Regular Calendar

8. Green Halo Agreement [Pagal]
9. Draft FY 24/25 Work Plan [Collard]
10. Draft FY 24/25 Budget [Collard]
11. Cal Volunteer Grant Year End Presentation [Sales]
12. Boardmember Comments – NO ACTION



13. Executive Director Report – VERBAL REPORT
14. Staff Comments – NO ACTION
15. Next ZWS meeting: February 15, 2024
16. Adjourn

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

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

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

**Disabled Accommodation:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-4432, 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](http://www.zerowastesonoma.gov)



**To:** Zero Waste Sonoma Board Members  
**From:** Leslie Lukacs, Executive Director  
**Subject:** January 18, 2024 Board Meeting Agenda Notes

## Consent Calendar

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

- 7.1 Minutes of the November 16, 2023 Meeting
- 7.2 November and December 2023 and January and February 2024 Outreach Calendar
- 7.3 Annual Review of ZWS Rules of Governance
- 7.4 Budget Adjustment for Property Purchase
- 7.5 Careit One-Year License Renewal Agreement Regular Calendar

**8. Agreement to Implement Waste Management Tracking Software, Green Halo Systems, to Support ZWS Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements.** ZWS staff will continue working with member jurisdictions to implement Green Halo software for projects to submit plans and reports, for which between 3 to 4 years of subscription funding has been secured through a grant. **Staff recommends that the Board approve the agreements included as part of this Board item for jurisdictions to implement waste management tracking software in support of the Zero Waste Sonoma Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements**

**9. Discussion and Possible Action on the Fiscal Year 2024-25 Work Plan.** The Work Plan has been prepared for consideration and approval by the Board in order to have a detailed planning document that compliments the budget planning process. The Work Plan contains a description of Zero Waste Sonoma's (ZWS) projects, contractor costs, and staff costs for FY 24-25. The Work Plan also assisted in the preparation of ZWS's annual draft budget, Agenda Item 10 in this Board packet. **Staff recommends the Board provides feedback and considers approval of the FY 24-25 Work Plan which is used as a guide for the FY 24-25 Draft Budget.**

**10. Discussion and Possible Action on the Fiscal Year 2024-25 ZWS Draft Budget.** ZWS provides an annual Draft Budget which includes establishing funding guidelines and other parameters necessary to integrate the ZWS's annual budget with the County's budget, accounting, and audit process. **Staff recommends the Board provide feedback on the FY 24-25 Zero Waste Sonoma Draft Budget with direction to return at the February or March ZWS meeting for final approval.**

**11. CalVolunteers Grant Progress Report and Presentation.** ZWS was awarded \$2,516,260.07 in July 2022 for a grant period ending May 1, 2024. Staff later requested and received a grant extension. The grant program will conclude on September 30, 2024. An update of this grant will be presented to the Board. **No action required. Staff recommends the Board receive the presentation.**

Resolution No.: 2024-01

Dated: January 18, 2024

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

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

WHEREAS, this Resolution memorializes the action taken by the ZWS Board of Directors on January 18, 2024 to elect a Chair, Vice Chair, and Chair Pro Tempore.

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by ZWS, the representatives from the \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of ZWS for a period of one year commencing from January 18, 2024.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:                      DATE: January 18, 2024

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



## Minutes of the November 16, 2023 Meeting

Zero Waste Sonoma met on November 16, 2023, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

### Board Members Present:

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

City of Santa Rosa – Renae Gundy  
City of Sebastopol – Sandra Maurer  
City of Sonoma – Jack Ding  
County of Sonoma – Susan Gorin  
Town of Windsor – Debora Fudge

### Staff Present:

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

### 1. Call to Order Closed Session 8:33 a.m.

#### CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8)

Property: 5885 Pruitt Avenue Windsor, CA 95492  
Agency Negotiators: Leslie Lukacs, Ethan Walsh  
Negotiating Parties: David M. Carroll, John M. Shea II  
Under Negotiation: Price and terms of payment

### 2. Adjourn Closed Session at 9:21 a.m.

### 3. Call to Order Regular Meeting

Regular session was called to order at 9:26 a.m.  
Introductions

### 4. Agenda Approval

- Item 10 will be read first for the meeting.

### 5. Public Comments (items not on the agenda)

None

### 6. Consent (w/attachments)

- 6.1 Minutes of the October 19, 2023 Meeting
- 6.2 October, November, and December 2023 Outreach Calendar
- 6.3 Zero Waste Sonoma FY 2023-24 1<sup>st</sup> Quarter Statements

November 16, 2023 – SCWMA Meeting Minutes



6.4 FY 23/24 Budget Adjustment For Food Recovery Organization Capacity Building Mini Grant Program

**Board Comment:**

None

**Public Comments:**

None

**Motion:** For approval of the consent calendar.

**First:** City of Cloverdale – David Kelley

**Second:** City of Petaluma – Patrick Carter

**Vote Count:**

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

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

**Motion passed.**

**Regular Calendar**

**7. Green Resolution Recognizing Green Mary**

**Board Comments/Action Items:**

- Many thanks to Mary for everything she and her team have done.
- Appreciates that Mary addressed coroplast signs. Campaign season is among us, and often candidates are using coroplast signs. Are there alternatives sign options recommended to those that are gearing up to run for elections?
- Healdsburg has a lot of events, and this is an important part of that.
- Love Green Mary's mission.
- It is important to make sure election signs are reusable.
- Appreciates that when people come up to a bin and Green Mary staff are present, they are so willing to educate and help people. It's important because people are more willing to do the right thing when they are at other places or at home.

**Public Comments:**

Leslie Lukacs – So proud of Mary and her accomplishments for what she has achieved in the last 20+ years.

**Motion:** To move resolution adoption of a Green Resolution recognizing Green Mary for their commitment to the community and the environment through the implementation of proactive waste management practices.

**First:** City of Petaluma – Patrick Carter

**Second:** City of Sebastopol – Sandra Maurer

**Vote Count:**

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

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

**Motion passed.**

## 8. FY 22/23 Work Plan Progress Report

**Board Comments/Action Items:**

- Learned that paint collected at the HHW facility is combined and repurposed into four different colors and distributed to jurisdictions per request.
- Can the public access this progress report on the website?
- Are the 2023 Zero Waste Guides still available?
- It is valuable to have a monthly email list to keep the public updated and educated.
- Amazed at the worldwide presence on the website. Do you know why that is?
- Impressed with the 553 mattresses collected for recycling. Such a great improvement.
- Likes to see that Zero Waste Sonoma is trying to be one step ahead to ensure that people are getting the proper things to the proper places at the proper time.
- Appreciates staff's outreach, it is essential.
- The compost giveaways are always warmly received.
- The information would be greatly appreciated by the Spanish speaking community.
- Are there more funds available for the water refill stations through the CCPP?
- Compliance with SB 1383 and AB 341 we saw enormous gains from 2022 to 2023, it's doing a lot of good for our community.
- Is there a process for applying for water refill stations/funding through the CCPP?

**Public Comments:**

None

## 9. Food Recovery Grant Presentation

**Board Comments/Action Items:**

- Can you explain your distribution process. How does it go from recovery to then distributed?
- Where does the food get distributed?

- If we know of an organization that needs service and we know of a food producer who has access should we reach out to staff?
- Does this program also work for recovering food from events?
- Glad to hear we are getting grants to help people, but what is disturbing is the fee for service once this runs out. It sounds like if folks are going to have to pay for this, they are going to do the wrong thing rather than the right thing. What can we do to ensure folks comply?
- There may be something from a legislative perspective that we can do to ensure people are in compliance.
- It seems as if this is an unfunded mandate. People can find loopholes by throwing edible food in the green bin rather than recovering it and distributing it for someone to consume. It feels as if there is a lot more work to be done in this arena.
- This program is so important and is a critical connection to our community.
- There may be opportunity to come up with a fee-based program or pilot to ensure that this will be a continuing effort once grant funds run out.

**Public Comments:**

None

**10. Authorization to enter into Purchase and Sale Agreement to acquire approximately 3.5 acres located at 5871-5895 Pruitt Ave, Windsor, CA**

**Board Comments/Action Items:**

- There is a tremendous need for a local option in Northern Sonoma County for disposal of household hazardous waste. This will be of great benefit to the public for easier access to dispose of these materials.
- This is a really great opportunity for all of us, especially in North County.
- This location is Windsor is very convenient. It is centrally located, and very easy to access off the freeway.
- Thankful for all the work that counsel and staff have done to get to this point. This will be a great fit for our needs that we have been trying to meet for several years.
- This has been a long time coming, North County was being underserved for the ease of household hazardous waste disposal.
- This is an investment in our community. Helping make people do the right thing, a lot easier than it has been.
- Appreciates all the hard work everyone has done on this. The staff has done a great job paying attention to detail and it is time to move forward.
- Happy we are moving forward on the promises we made on this.

**Public Comments:**

Felicia Smith – Expresses support for the acquisition for the property in Windsor. Zero Waste Sonoma has diligently worked on this project since 2016 to address the needs of the residents in North County. The establishment of the hazardous waste facility in Windsor is imperative to facilitate convenient and proper disposal of toxic materials. The prospect of having a local option for such crucial services is sorely needed. Strongly urges the board to approve this proposal for the benefit of our community.

**Motion:** A) To authorize the Executive Director to execute a Purchase and Sale Agreement, subject to specified terms and conditions summarized below, to acquire approximately 3.5 acres located at 5871-5895 Pruitt Ave., Windsor (“Property”).

B) To authorize the Executive Director to take all actions and execute all agreements and instruments required and recommended to facilitate and complete the proposed acquisition, including agreements for due diligence, escrow instructions, and related transactional documents, in a form approved by Agency Counsel.

C) Determine that the proposed acquisition of the Property is not a project under the California Environmental Quality Act (“CEQA”).

D) To approve the budget adjustment to approve appropriations from the Contingency Reserve and Debt Servicing Reserve to procure the property.

**First:** Town of Windsor – Debora Fudge

**Second:** City of Sonoma – Jack Ding

**Vote Count:**

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

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

**Motion passed.**

**11. Boardmember Comments –**

Xinci Tan and Debora Fudge attended the Gorgeous Garbage organics event in Healdsburg on November 2<sup>nd</sup>. They had a panel to discuss getting compost back into the County. Xinci did a great job educating folks on what the County is doing on an organics side of things. Hopefully we can have compost back in the County in the future.

**12. Executive Director Report – VERBAL REPORT**

**13. Staff Comments – NO ACTION**

**14. Next ZWS meeting: December 21, 2023**

**15. Adjourn: 10:48 am**

Submitted by: Amber Johnson



Agenda Item #: 7.2  
 Agenda Date: 1/18/2024

**ITEM: November, December 2023, January, February 2024 Outreach Calendar**

**November 2023 OUTREACH**

Start date	End date	Start time	End time	Event
11/3/23	11/3/23	9:00 AM	12:30 PM	Sonoma Valley certified Farmers Market (Sonoma)
11/5/23	11/5/23	11:00 AM	3:00 PM	Binational Health fair Mary Agatha Church (Windsor)
11/7/23	11/7/23	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
11/10/23	11/12/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
11/11/23	11/11/23	2:00 PM	5:00 PM	Petaluma Farmers Market (Petaluma)
11/12/23	11/12/23	11:30 AM	2:30 PM	Binational Health fair at St. Rose Church (Santa Rosa)
11/13/23	11/13/23	8:00 AM	11:00 AM	Santa Rosa DMV
11/14/23	11/14/23	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
11/15/23	11/15/23	8:00 AM	11:00 AM	Petalma DMV
11/28/23	11/28/23	4:00 PM	8:00 PM	HHW Collection Event (Windsor)

**December 2023 OUTREACH**

Start date	End date	Start time	End time	Event
12/5/23	12/5/23	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)
12/8/23	12/10/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Petaluma)
12/12/23	12/12/23	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)

## January 2024 OUTREACH

Start date	End date	Start time	End time	Event
1/2/24	1/2/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa, E)
1/9/24	1/9/24	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
1/10/24	1/10/24	8:00 AM	11:00 AM	Petaluma DMV
1/12/24	1/14/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Luther Burbank Center)
1/16/24	1/16/24	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
1/20/24	1/21/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)
1/23/24	1/23/24	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)
1/30/24	1/30/24	4:00 PM	8:00 PM	HHW Collection Event (Cotati)

## February 2024 OUTREACH

Start date	End date	Start time	End time	Event
2/1/24	2/10/24	10:00 AM	4:00 PM	14th Annual Steelhead Lake Sonoma Festival (Unincorporated)
2/6/24	2/6/24	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
2/7/24	2/7/24	8:00 AM	11:00 AM	Santa Rosa DMV
2/13/24	2/13/24	4:00 PM	8:00 PM	HHW Collection Event (Rincon Valley)
2/16/24	2/19/24	12:00 PM	9:00 PM	Cloverdale Citrus Fair (Cloverdale)
2/20/24	2/20/24	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
2/23/24	2/25/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)
2/27/24	2/27/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa, W)



Agenda Item #: **7.3**  
Cost Center: **All**  
Staff Contact: **Collard**  
Agenda Date: **1/18/2024**  
Approved By: **LL**

## **ITEM: Annual Review of ZWS Rules of Governance**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

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

### **II. BACKGROUND**

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

### **III. DISCUSSION**

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

### **IV. FUNDING IMPACT**

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

### **V. ATTACHMENTS**

Rules of Governance

**RULES OF GOVERNANCE  
OF THE  
ZERO WASTE SONOMA (“AGENCY”)**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



Agenda Item #: **7.4**  
Staff Contact: **Collard**  
Agenda Date: **1/18/24**  
Approved By: **LL**

## **ITEM: Budget Adjustment for Property Purchase**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff requests an increase to the budget appropriations for account 19810 (Acq-Land) in 78109 Contingency Reserve Fund for escrow closing costs and to capitalize procurement expenses already incurred. As this item is an amendment to the budget, it requires a super-majority (8/10) vote for approval.

### **II. BACKGROUND**

At the November 16, 2023 Board meeting, the Board approved the intent to purchase the property located at 5871-5895 Pruitt Ave, Windsor, CA (APN 059-271-082). The Board also approved the Budget Resolution to appropriate funds to purchase the property. At the time of the approval escrow closing costs were not known or included in the resolution.

### **III. DISCUSSION**

At this time ZWS has already expended \$26,000 for legal fees and reports related to the purchase of the property that can be capitalized. Escrow has provided an estimate of \$17,000 of closing costs needed to complete the purchase.

### **IV. FUNDING IMPACT**

The budget adjustment will increase the appropriations of \$43,000 for the capitalization of expenses already incurred for the property, \$26,000, and the closing costs, \$17,000

### **V. ATTACHMENTS**

Resolution

RESOLUTION OF ZERO WASTE SONOMA (ZWS)  
ADOPTING ADJUSTMENTS TO THE FY 2023/24 ANNUAL BUDGET FOR CONTINGENCY RESERVE FUND

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

WHEREAS, staff recommends increasing the Fiscal Year 2023/24 Contingency Reserve Fund Budget for 19810 – Acq-Land in the amount of \$43,000 to capitalize previously incurred expenses and closing costs; and

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

MEMBERS:

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

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

SO ORDERED

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

ATTEST:                      DATE: January 18, 2024

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



Agenda Item #: 7.5  
Cost Center: Organics  
Staff Contact: Sales  
Agenda Date: 1/18/24  
Approved By: LL

## **ITEM: Careit One-Year License Renewal Agreement**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board approve the agreement for a 1-year software license renewal for Careit and authorize the Executive Director to execute the annual renewals upon mutual agreement.

### **II. BACKGROUND**

During the November 2021 regular meeting, the ZWS Board approved staff's request to contract with Abound Food Care to conduct a countywide food recovery capacity study. At the August 2022 regular meeting, Abound presented the final report. Among the suggested recommendations was for ZWS to invest in software and make it available to Tier One and Tier Two food donors, distribution organizations, and food recipients.

Staff researched multiple available food recovery software and ultimately recommended Careit. At the January 18, 2023 Board of Directors meeting, the Board approved the Careit Software License Agreement which established a 1-year subscription term to start, with options to extend for three additional 1-year terms. The cost of the license fee was \$12,000.

This is the first 1-year term extensions. The attached Software License Agreement 2024 would begin on February 1, 2024 and end on January 31, 2025, with two more 1-year extensions available.

### **III. DISCUSSION**

Careit is designed specifically for SB 1383 compliance and captures data in a format that matches exactly what jurisdictions are required to report to CalRecycle. The software is intuitive to use and is accessible on the web or through a mobile app.

The software has made coordination efforts much more efficient which is important to ensure food safety by shortening transportation times, minimize the amount of food being discarded, and maximize the amount that is redistributed to people.

Careit has provided multiple onboarding sessions and technical sessions during the first year of our Agreement and has helped upload food recovery data. Staff used Careit software to complete the CalRecycle Electronic Annual Report (EAR) in August, 2023.



The Agency's grant partner, Conservation Corps North Bay (CCNB), is using Careit to schedule and record food rescues. Zero Waste Sonoma is using this information to track SB 1383 compliance and expand food recovery across Sonoma County.

To date, the ZWS/CCNB Careit account is working with 37 Donors (Tier 1 and 2 Generators) and 25 Recipients (Food Recovery Organizations/Services). CCNB has regularly scheduled food pickup routes on Careit four days a week. Since August, 2023, CCNB has recorded over 76,000 pounds of food rescued from 330 food runs.

#### **IV. FUNDING IMPACT**

The license fee for the Careit software is \$12,000 for a 1-year term, with the option to extend for two additional 1-year terms at the same rate.

#### **V. ATTACHMENTS**

Careit Software License Agreement 2024  
Resolution

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**"), effective as of February 1, 2024 (the "**Effective Date**"), is entered into by and between Careit Co, located at 1812 W Burbank Blvd. #5573, Burbank, California 91506 (the "**Licensor**") and Sonoma County Waste Management Agency, located at 2300 County Center Dr. STE B-100, Santa Rosa, CA 95403 (the "**Licensee**," together with Licensor, the "**Parties**," and each a "**Party**").

WHEREAS Licensor is the legal and beneficial owner of the Licensed Software and desires to license the Licensed Software to Licensee; and

WHEREAS Licensee desires to obtain a license to use the Licensed Software subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement,
  - a. "**Agreement**" has the meaning set forth in the preamble.
  - b. "**Confidential Information**" means any non-public information in any form and however transmitted, whether orally, visually, in writing, or by electronic communication, that both Parties reasonably and in good faith deem to be confidential or proprietary. Confidential Information includes, but is not limited to, technological disclosures, trade secrets, ideas, concepts, know-how, business operations, plans, strategies, customer information, and any other information that the disclosing Party is contractually or otherwise bound to keep confidential. Confidential Information must be designated, marked, or otherwise identified as "confidential" to be considered confidential. See exclusions in the section titled "CONFIDENTIALITY" below.
  - c. "**Documentation**" means any and all manuals, instructions, and other end user materials that Licensor provides to Licensee describing the software's functionality, components, technical specifications, capabilities, requirements, or limitations. Documentation may include, but is not limited to, aspects of the software that are of practical importance to Licensee, such as instructions on installation, configuration, integration, operation, use, support, or maintenance.

- d. **"Effective Date"** has the meaning set forth in the preamble. It is the start date for this Agreement where all rights and obligations herein become operational and enforceable.
- e. **"Intellectual Property Rights"** means any and all registered and unregistered rights to plans, ideas, designs, or other intangible assets. Such rights are granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, right of publicity, other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- f. **"Law"** means any statute, code, ordinance, rule, regulation, constitution, order, treaty, precedent, judgment, or other legal requirements of any authority of competent jurisdiction, including, but not limited to, federal, state, local, or foreign governments, political agencies or subdivisions thereof, or any appropriate courts or tribunals.
- g. **"Licensed Software"** means the current software version and release number of Careit, any ancillary data files, modules, libraries, tutorials, or demonstration programs, and any Maintenance Releases provided to Licensee according to this Agreement.
- h. **"Licensee"** has the meaning set forth in the preamble.
- i. **"Licensor"** has the meaning set forth in the preamble.
- j. **"Maintenance Release"** means any update, upgrade, release, or other adaptation or modification of the Licensed Software or Documentation that Licensor may optionally and periodically provide to Licensee during the Term. Such release may include, but is not limited to, error corrections, enhancements, improvements, or other changes to the Licensed Software's functionality, compatibility, capabilities, performance, efficiency, user interface, or quality. Such release is separate and distinct from any New Version Licensor may choose to release during the Term.
- k. **"New Version"** means any new variant of the Licensed Software that Licensor may introduce and market from time to time as a distinct licensed product. A New Version may be indicated by Licensor's designation of a new version or release number. Licensor may make a New Version available to Licensee at an additional cost under a separate agreement or by written amendment.
- l. **"Parties"** mean the Licensor and Licensee collectively.
- m. **"Party"** means the Licensor or Licensee individually.



- n. **"Permitted Use"** means use of the Licensed Software by an authorized user for specific purposes agreed upon herein. Tracking food donations including weights, dates, locations, and partnering nonprofit organizations involved.
  - o. **"Open-Source Components"** means any software component that is subject to an open-source copyright license agreement. Qualifying open-source copyright license agreements include, but are not limited to, Apache License 2.0, BSD 3-Clause "New" or "Revised" license, BSD 20-Clause "Simplified" or "FreeBSD" license, GNU General Public License, GNU Library or "Lesser" General Public License, MIT License, Mozilla Public License 2.0, Common Development and Distribution License, Eclipse Public License, and any other obligations, restrictions, or license agreements that substantially conform to the "Open Source Definition" as prescribed by the Open Source Initiative or otherwise may require third-party disclosure or licensing if any source code of such software components is used or compiled.
  - p. **"Term"** has the meaning set forth in the Term section.
2. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement and the Parties' compliance therewith, Licensor hereby grants to Licensee, solely for defined Permitted Use, a non-exclusive, non-sublicensable, and non-transferable license to use the Licensed Software and Documentation during the Agreement Term.
- a. **Scope of Licensed Access and Use.** Licensee can install, use, and run an unlimited number of copies of the Licensed Software on any device or network.
  - b. **Open-Source Licenses.** Should the Licensed Software include any Open-Source Components, Licensee's use of the Open-Source Components will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. Licensor will provide Licensee with the license name, author information, license source, access information, and other relevant information for Open-Source Components.
3. **LICENSE RESTRICTIONS.** Except as expressly permitted in this Agreement, and subject to the Open-Source Components if applicable, Licensee will not, and will not permit any third party to,
- a. reproduce any portion of the Licensed Software for any purpose except as otherwise authorized in this Agreement;
  - b. decode, disassemble, reverse engineer, or otherwise attempt to derive or gain access to any portion the Licensed Software's source code;

- c. adopt, build upon, correct, modify, translate, or otherwise improve or create derivative works of the Licensed Software;
  - d. lend, publish, rent, lease, sell, sublicense, assign, transfer, or otherwise make available to any third party not authorized within this Agreement the Licensed Software in any manner, including, but not limited to, access to the Licensed Software on the internet or any timesharing, service bureau, software as a service, cloud, or similar technology or service;
  - e. breach or circumvent any disclosed or undisclosed security device or intended protection used for or contained in the Licensed Software or Documentation;
  - f. efface, alter, obscure, translate, combine, or otherwise change any trademarks, disclaimers, warranties, Documentation terms, Intellectual Property Rights, proprietary rights, or any symbols, notices, marks, serial numbers, or identification on or relating to any copy of the Licensed Software or Documentation;
  - g. use the Licensed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any applicable Law;
  - h. use the Licensed Software for the purposes of (i) comparative or competitive analysis of the Licensed Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;
  - i. use the Licensed Software, alone or in part, in connection with any hazardous environments, systems, or applications; any safety response systems; any safety-critical applications; or any applications where the failure of the Licensed Software may reasonably and foreseeably lead to personal injury, severe physical damage, or severe property damage; or
  - j. use the Licensed Software, Documentation, or any Open-Source Components for any purpose not expressly permitted under Permitted Use or in any manner not expressly permitted by this Agreement or the controlling Open-Source License.
4. **TERM.** The initial term of this Agreement commences as of the Effective Date and will continue in effect for one year unless terminated earlier, pursuant to the Termination section under this Agreement ("**Initial Term**"). Licensee may renew this Agreement for two additional terms of one year each by providing Licensor written notice of its intent to renew at least sixty (60) days prior to the end of the Initial Term (the "**Renewal Terms**" and together with the Initial Term, the "**Term**"). If the Initial Term is renewed for a

Renewal Term pursuant to this Section, the terms and conditions of this Agreement during the Renewal Term shall be the same as the terms and conditions in effect during the initial Term. If Licensee fails to provide timely notice of its intent to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the Initial Term.

5. **DELIVERY.** Licensor will deliver one copy of the Executive Dashboard Licensed Software and four copies of the Food Mover Annual Subscription electronically to Licensee on February 1, 2024. Up to four online training sessions in year one for Licensee staff, and four online training sessions in year one for business and nonprofits using the software may be requested, and additional two training sessions per year after.
6. **FEES AND TAXES.** In consideration of the rights granted to Licensee under this Agreement, Licensee agrees to pay to Licensor the following fees in accordance to the payment terms set forth in this Agreement:
  - a. **License Fee.** The total license fee for this Agreement is \$12,000
  - b. **Taxes.** All fees are exclusive of taxes, duties, and other similar assessments. Licensee is responsible for all sales, service, use, exercise, and all other similar taxes, duties, and charges of any kind imposed by any governmental, federal, state, local, or regulatory authority on any amounts payable by Licensee hereunder. Notwithstanding the forgoing, Licensor is solely responsible for its own income tax.
7. **PAYMENT**
  - a. **Payment Terms.** Licensee will pay all license fees due and owing under this Agreement on or before March 1, 2024. Licensee will make all payments in U.S. currency by check to the Notice address or by wire transfer to any account as Licensor may specify in writing from time to time.
  - b. **Late Payment.** If any payment to Licensor is delinquent, then in addition to all other remedies available to Licensor,
    - i. Licensor may charge interest on the past due amount at a rate no higher than the highest rate permitted under applicable Law;
    - ii. Licensee must reimburse Licensor for all reasonable costs incurred to collect any and all late payment and associated interest amounts, including, but not limited to, any attorneys' fee, court costs, and collection agency fees; and

- iii. if payment delinquency continues for five business days following written notice or demand for payment, Licensor may exercise any or all of the following remedies: (1) technologically disable Licensee's use of the Licensed Software; (2) withhold, suspend, or revoke this license grant; and (3) terminate this Agreement pursuant to the Termination section.

## 8. TESTING AND ACCEPTANCE

- a. **Acceptance Parameters and Testing.** Acceptance testing will be conducted by Licensor to establish whether the Licensed Software operates properly and in accordance with Documentation. Licensee will supply to Licensor suitable test data and the associated results Licensee reasonably expects to be achieved by using the Licensed Software. Licensor will carry out testing, in the presence of Licensee or its authorized representative, upon a mutually acceptable date and time after delivery of Licensed Software.
  - b. **Testing Failure.** If the initial acceptance testing does not yield expected results, Licensor will, at its own cost, correct the errors and repeat the acceptance testing again under the same testing conditions as the initial test in the presence of Licensee or its authorized representatives. If the subsequent acceptance testing also fails to yield expected results and such failure is reasonably determined to be caused solely by the Licensed Software, Licensee may terminate this Agreement upon written notice to Licensor. On termination, Licensor will refund any and all license fees already paid by Licensee to Licensor under this Agreement. This is Licensee's sole and exclusive remedy for any unresolved acceptance testing failures.
  - c. **Acceptance.** Notwithstanding any acceptance testing rights, requirements, and obligations herein, Licensee is deemed to have accepted the Licensed Software if
    - i. the acceptance testing conducted by Licensor and witnessed by Licensee or its authorized representative is successful;
    - ii. Licensee fails to provide the acceptance test parameters or voluntarily forgoes the acceptance testing process; or
    - iii. Licensee commences intended use of Licensed Software irrespective of acceptance testing parameters, process, or result.
9. **MAINTENANCE RELEASE.** During the Term, Licensor may, at Licensor's sole option and discretion, provide Licensee with Maintenance Releases and updated Documentation. All Maintenance Releases are considered part of the Licensed Software and are subject to all applicable terms and conditions in this Agreement. Licensee agrees to install all

Maintenance Releases as soon as practicable after receipt. Licensor agrees to provide any Maintenance Releases free of charge.

**10. NEW VERSION.** Licensee does not have any right or option to receive any New Versions of the Licensed Software that Licensor, in its sole discretion, may release neither during nor after the Term. Licensee may seek to negotiate a new, separate, or amended license grant for any New Version at Licensor's then-current price for the New Version, provided Licensee is in compliance with the terms and conditions of this Agreement.

**11. TITLE, INTELLECTUAL PROPERTY RIGHTS, AND INFRINGEMENT**

**a. Ownership.** Licensee acknowledges and agrees that

- i.** Licensor is and will remain the sole and exclusive owner of all rights, title, and interest in and to the Licensed Software, Documentation, Maintenance Release, New Version, and all Intellectual Property Rights associated herein, subject only to the rights of any disclosed third parties, within any Open-Source Components, and the limited license granted to Licensee under this Agreement;
- ii.** the Licensed Software, Documentation, and Intellectual Property Rights are licensed, not sold, to Licensee. Licensee does not, has not, and will not acquire any ownership interest in the Licensed Software, Documentation, or any related Intellectual Property Rights through this Agreement;
- iii.** nothing in this Agreement grants any implied rights to Licensee, including by implication, waiver, or estoppel, in any Intellectual Property Rights or other rights, title, or interest in any portion of the Licensed Software and Documentation; and
- iv.** Licensee unconditionally and irrevocably assigns to Licensor its entire right, title, and interest in any Intellectual Property Rights that Licensee may have currently or in the future relating to the Licensed Software or Documentation, including any derivative works or patent improvement rights, however held or acquired.

**b. Licensee Cooperation and Notice of Infringement.** Licensee will, during the Term,

- i.** secure and protect the Licensed Software and Documentation from infringement, misappropriation, misuse, theft, or other unauthorized access through all commercially reasonable measures and precautions similar to those Licensee would employ to secure and protect its own intellectual property;



**12. SECURITY MEASURE DISCLOSURE.** The Licensed Software may contain security features that prevent unauthorized or illegal use of the Licensed Software. Licensee acknowledges and agrees that Licensor may use these features and other lawful measures to verify Licensee's compliance and to enforce Licensor's rights under this Agreement. Licensee further acknowledges and agrees that Licensor may, from time to time at Licensor's sole discretion, gather Licensee's technical, usage, and other related information without disruption to Licensee's use and for the sole purpose of improving the Licensed Software's performance, developing Maintenance Releases, and developing New Versions.

**13. VERIFICATION**

- a. Verification.** At Licensor's written request, Licensee will confirm in writing the actual scope of Licensee's access and use of Licensed Software and list all locations of actual use if applicable.
- b. Excessive Use Result.** If the verification determines that Licensee's Licensed Software use exceeds the usage or scope permitted by this Agreement, Licensee agrees to pay Licensor all amounts due for excessive use of the Licensed Software as negotiated at such time.

**14. CONFIDENTIALITY**

- a. Confidential Information.** In connection with this Agreement, each Party may disclose or make available to the other Party Confidential Information which includes, but is not limited to, the Licensed Software, Documentation, and any terms of this Agreement.
- b. Exclusions and Exceptions.** Confidential Information excludes information that
  - i.** was rightfully and lawfully known to the recipient without any restrictions on use or disclosure prior to disclosure by disclosing Party in connection with this Agreement;
  - ii.** was or becomes part of the public domain by means other than by the recipient or any of the recipient's representatives' violations of this Agreement;
  - iii.** was or is received by the recipient on a non-confidential basis from a third party that was not, or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
  - iv.** was or is independently developed by the recipient without reference to or use of any Confidential Information.

- c. Protection of Confidential Information.** As a condition of receiving any Confidential Information, the recipient will, for twenty years,
- i.** only access or use Confidential Information if absolutely necessary to exercise the recipient's rights or perform the recipient's obligations under this Agreement;
  - ii.** except when compelled by Law, not disclose or permit access to Confidential Information other than to the recipient's representatives on a need-to-know basis for the recipient to exercise its rights or perform its obligations under this Agreement, under strict information and understanding of the confidential nature of Confidential Information and the recipient's obligations to protect Confidential Information, and with acknowledgment from such representatives that they too are bound by the confidentiality and restricted use obligations set forth herein;
  - iii.** use, at minimum, the same degree of care that recipient uses to protect its own similarly sensitive information, and no less than a generally commercially reasonable degree of care, to secure and protect Confidential Information from unauthorized use, access, or disclosure;
  - iv.** promptly notify the disclosing Party in writing of any actual or suspected unauthorized use or disclosure of Confidential Information and cooperate with disclosing Party by taking all reasonable steps to prevent further unauthorized use or disclosure; and
  - v.** ensure recipient's representatives comply with the terms of this section and are responsible and liable for their noncompliance, if any.
- d. Trade Secrets Confidentiality Duration.** Notwithstanding any other provisions in this Agreement, the recipient is obligated to protect any Confidential Information that constitutes as trade secrets under any applicable Law until such Confidential Information ceases to qualify for trade secret protection by operation of Law.
- e. Compelled Disclosure.** To the extent permitted by Law, if the recipient or its representatives are compelled by Law to disclose any Confidential Information, the recipient must promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement to allow the disclosing Party the opportunity to seek a protective order or other legal remedy. The recipient must also provide reasonable assistance to the disclosing Party to oppose such disclosure, to seek a protective order, or to seek other disclosure limitations or remedies. If disclosure is unavoidable, the recipient may disclose only such Confidential Information that



recipient is legally required to disclose. Upon disclosing Party's request, the recipient must use commercially reasonable efforts to obtain assurances of confidential treatment of all compelled Confidential Information from the applicable court or legal authority.

- 15. TERMINATION.** This Agreement may be terminated at any time
- a.** by Licensor if Licensee fails to make payment where such failures continue more than five business days after the due date, effective on written notice of termination to Licensee;
  - b.** by either Party for the other Party's material breach of this Agreement that is incurable or uncured by breaching party for 30 days after being served with notice of breach and demand for cure, effective on written termination notice to the breaching Party;
  - c.** by Licensor, effective immediately irrespective of written notice, if Licensee
    - i.** is dissolved or liquidated or takes any corporate action for such purposes;
    - ii.** becomes insolvent or is generally unable to pay its debts as they become due;
    - iii.** becomes the subject of any bankruptcy proceedings, voluntary or involuntary, under any domestic or foreign bankruptcy or insolvency Law;
    - iv.** makes or seeks to make a general assignment for the benefit of its creditors; or
    - v.** applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property; and
  - d.** by both Parties upon mutual written agreement.

- 16. TERMINATION OR EXPIRATION EFFECTS.** Upon early termination or the natural expiration of this Agreement,

- a.** all licenses, rights, and authorizations granted to Licensee herein will immediately terminate and Licensee will
  - i.** promptly cease all use of the Licensed Software and Documentation;
  - ii.** within five business days deliver to Licensor, or at Licensor's written request, destroy and permanently erase from all Licensee's and their representatives' devices, equipment, and systems, the Licensed Software, Documentation, and all Licensor's Confidential Information; and



- i. Licensee notifies Licensor in writing of any warranty breach during the limited warranty period.
    - ii. Licensee promptly installs all Maintenance Releases that Licensor previously made available to Licensee in order of distribution.
    - iii. Licensee is in compliance with and current on all terms and conditions of this Agreement, including the payment terms, as of the warranty breach notification date.
- c. **Exceptions.** Notwithstanding any provisions to the contrary, Licensor's aforementioned limited warranties are not valid and do not apply to problems arising out of or relating to
  - i. any modification or damage to the Licensed Software or its storage media caused by the Licensee or its representatives;
  - ii. any Licensed Software operation or use not expressly specified and permitted in the Documentation or this Agreement, including incorporating the Licensed Software in or with any non-Licensor approved technology or service unless otherwise expressly permitted by Licensor in writing;
  - iii. Licensee's, its representatives', or any third party's negligence, abuse, misapplication, or misuse of the Licensed Software, including any use not expressly specified and permitted in the Documentation or otherwise expressly authorized by Licensor in writing;
  - iv. Licensee's failure to promptly install the Maintenance Releases previously provided by Licensor in the order it was received;
  - v. Licensee's or a third party's system or network;
  - vi. any Open-Source Components, beta software, incomplete sample, demonstration or testing software, temporary software modules, or any software for which Licensor does not receive a license fee;
  - vii. Licensee's breach of any material provision of this Agreement; or
  - viii. any other causes or conditions outside Licensor's reasonable control.
- d. **Remedy.** If Licensor breaches, or is alleged to have breached, any limited warranties herein, Licensor may, at its sole option and expense, take any of the following steps to appropriately remedy such breach:
  - i. Repair the Licensed Software.



WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION IS OR WILL BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE OR ERROR. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ANY OPEN-SOURCE COMPONENTS OR THIRD-PARTY REPRESENTATION OR WARRANTY IS STRICTLY LIMITED TO LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS AND UNRELATED TO LICENSOR.

## 19. INDEMNIFICATION

- a. **Licensor Indemnification.** Licensor will indemnify, defend, and hold harmless Licensee, its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensee arising from any third-party action, suit, or claim that alleges the Licensed Software, or any use of the Licensed Software in accordance with this Agreement, infringes any Intellectual Property Rights.
- b. **Licensor Indemnification Exceptions.** The foregoing Licensor indemnification does not apply to the extent that such actions or losses arise from any allegation of or relating to any
  - i. unauthorized, unlicensed, and unpermitted modification of the Licensed Software without Licensor's express knowledge, written consent, and in direct contradiction to Licensor's Documentation specifications;
  - ii. unauthorized, unlicensed, and unpermitted use of the Licensed Software outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions;
  - iii. Open-Source Components, other third-party materials, or any material outside of Licensor's exclusive control;
  - iv. failure to promptly install and implement any Maintenance Release or Licensed Software replacement in order received and made available to Licensee by Licensor;
  - v. Licensed Software use after Licensee's receipt of Licensor's written notice that such continued use may be alleged to or actually infringe upon, misappropriate, or otherwise violate a third party's rights;
  - vi. Open-Source Components or other third-party materials;





Licensed Software, or use the Licensed Software, in any country prohibited or restricted under United States export Laws.

**22. FORCE MAJEURE.** Neither Party will be liable to the other by reason of failure or delay in the performance of this Agreement if the failure arises out of any circumstance beyond such Party's reasonable control, including acts of God, flood, fire, natural disaster, war, terrorism, invasion, riot, civil unrest, embargos, national or regional emergency, strikes, labor disruptions, Law changes, or power or telecommunication interruptions or shortages. The Party failing or delaying in performance of this Agreement due to circumstances beyond their control must give prompt written notice to the other Party stating the estimated length of time the occurrence is expected to continue. Either Party may terminate this Agreement if such uncontrollable circumstance continues for longer than 30 days.

**23. GENERAL PROVISIONS**

**a. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind the other in any manner.

**b. Notices.** Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours.

Any notice, request, consent, claim demand, waiver, or other communication under this Agreement must be in writing and addressed to Parties as follows:

**i. Licensor**

Address: 1812 W Burbank Blvd. #5573 , Burbank, California 91506

Email: hello@careitapp.com

**ii. Licensee**

Address: 2300 County Center Dr. STE B-100, Santa Rosa, CA 95403

Email: Kristen.Sales@sonoma-county.org

**c. Publicity.** Each Party agree to seek express permission and written consent before using the other Party's trademarks, service marks, trade names, logo, domain names, or other indicia of source, association, or sponsorship for any purpose but specifically relating to publicity, marketing, or commercial materials.



- d. Governing Law.** This Agreement is governed by and construed in accordance with the Laws of the State of California without giving effect to any choice or conflict of law provisions or rules that would permit the application of the laws of any other jurisdiction.
- e. Arbitration.** Unless all Parties agree otherwise, Licensor and Licensee agree that any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. Licensor and Licensee further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING OUT OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision will survive the termination of this Agreement.
- f. Headings.** The section and subsection headings or captions in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.
- g. Further Assurances.** The Parties will cooperate with each other, execute and deliver such documents or instruments, and take all further actions as may be reasonably requested by the Parties from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give full effect to this Agreement.
- h. Amendment and Modifications.** This Agreement may be supplemented, amended, or modified only by mutual and written agreement of all Parties. No amendment, modification, rescission, or termination is effective unless it is in writing and executed by all Parties or their authorized representatives.

- i. Waiver.** No Party to this Agreement is deemed to have waived any of their rights, powers, remedies, or privileges under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, the failure to exercise or enforce any rights, powers, remedies, or privileges under this Agreement will in no way be construed as a present or future waiver of such rights, powers, remedies, or privileges.
- j. Assignment.** Except as otherwise expressly permitted in this Agreement, Licensee may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the Licensed Software or any license rights and obligations under this Agreement, to any other person or entity without express written consent by Licensor.
- k. No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer on or create to any other person or entity any legal or equitable right, benefit, or remedy of any kind whatsoever.
- l. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission, including email or facsimile, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- m. Severability.** If any provision of this Agreement or the application thereof is held to be invalid or unenforceable for any reason and to any extent, then that provision will be considered removed from this Agreement. However, the remaining provisions will continue to be valid and enforceable according to the intentions of all Parties and to the maximum extent permitted by Law. If it is held that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- n. Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole, entire, and final agreement of the Parties with respect to the subject of this Software License Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, agreements, and warranties, whether written, oral, or implied. Should any inconsistency occur between statements made in the body of this Agreement, any related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement, excluding any exhibits, schedules,

attachments, appendices, or any other documents incorporated herein by reference; (ii) this Agreement's exhibits, schedules, attachments, and appendices, if any; and (iii) any other documents incorporated in this Agreement by reference.

## 24. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

**In concurrence and witness whereof**, this Agreement has been executed by the parties effective on the date and year first above written.

**CAREIT CO**



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By: Alyson Schill  
Title: **CEO, Careit**

**SONOMA COUNTY WASTE MANAGEMENT  
AGENCY**

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Name: Leslie Lukacs  
Title: Executive Director

**ATTEST:**

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Name: Ethan Walsh

Title: Zero Waste Sonoma Legal Counsel

Dated: January 18, 2024

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA (“ZWS”), AUTHORIZING AN AGREEMENT WITH CAREIT CO. (“CONTRACTOR”) FOR TRACKING AND REPORT THE RECOVERY OF EXCESS EDIBLE FOOD

WHEREAS, the Contractor represents that it is duly qualified and experienced in creating and establishing tracking and reporting systems for the recovery of excess edible food; and

WHEREAS, in the judgement of the Board of Directors of ZWS, it is necessary and desirable to employ the services of the Contractor to perform tasks to track and report the recovery of excess edible food;

NOW, THEREFORE, BE IT RESOLVED that Zero Waste Sonoma hereby authorizes the Executive Director to execute the renewal Agreement with Careit Co., to implement a tracking and reporting system for the recovery of excess edible food for ZWS member agencies.

BE IT FURTHER RESOLVED that Zero Waste Sonoma hereby authorizes the Executive Director to execute the annual renewals upon mutual agreement.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:                      DATE: January 18, 2024

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



Agenda Item #: 8  
Staff Contact: Pagal  
Agenda Date: January 18, 2024  
Approved By: LL

**ITEM: Agreements to Implement Waste Management Tracking Software, Green Halo Systems, to Support ZWS Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements**

**I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends that the Board approve the agreements included as part of this Board item for jurisdictions to implement waste management tracking software in support of the Zero Waste Sonoma Model Ordinance for Building Project Materials Management, Deconstruction, Reuse, and Recycling Requirements

**II. BACKGROUND**

In September 2019, the Board of Supervisors declared a Climate Emergency and made addressing climate change impacts a top Board priority. In 2020 and early 2021, the Board of Supervisors established a Climate Action Ad Hoc Committee, authorized the addition of three FTEs that will be housed in a new Climate Division, hired a Climate Analyst, and established Climate Action and Resiliency as a pillar of the County Strategic Plan. In May 2021, the Board of Supervisors approved a \$10M Climate Resilience Fund from the 2017 PG&E settlement to support proposed climate projects. ZWS applied and received \$121,400 in Climate Resilience funds to develop a Construction, Demolition & Deconstruction Model Ordinance and fund a temporary utilization of Green Halo Systems, a cloud-base data management system specifically created for the management of construction and demolition diversion tonnages.

The Model Ordinance, when adopted across Sonoma County jurisdictions will help meet current zero waste and climate goals by sending less waste to the landfill, reducing GHG emissions through recycling and reuse of construction material. Green Halo Systems implementation will improve accuracy and consistency around tracking construction material disposal and recovery across jurisdictions.

Zero Waste Sonoma engaged R3 Consulting Group Inc. (R3) and subconsultant and deconstruction expert Nicole Tai to draft the Model Ordinance. Staff, R3, and Nicole Tai presented the Model Ordinance to the Board on June 15, 2023. The Board expressed support for the Model Ordinance and directed staff to conduct stakeholder outreach and then bring the Model Ordinance back to the Board for subsequent approval once stakeholder outreach was completed. At the August 18, 2023 meeting, the ZWS Board voted to adopt the Model Construction, Demolition and Deconstruction Ordinance.

### III. DISCUSSION

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

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

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

#### **Reasons for the Model Ordinance**

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

Another important reason that building waste is still often disposed and not recycled is that the CALGreen requirements do not apply to all projects, just those meeting size or valuation thresholds (depending on building type). While those thresholds were meaningful when jurisdictions first began implementing CALGreen, determining whether a project meets the threshold requires building counters to make findings for each project, and then explain the requirements only to projects that are covered by CALGreen's requirements. This misses a key opportunity to educate other types of projects about the benefits and importance of recycling,

and results in those projects being able to dispose of all of their construction waste. Expanding the requirements to cover all projects (as other agencies in California have done in order to streamline their implementation of the policy and increase recycling) will help apply the same standards to all projects, thereby streamlining and simplifying how requirements are communicated to building projects and increasing recycling of construction wastes in Sonoma County.

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

### **Effects of the Model Ordinance**

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

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

County-wide adoption of the Model Ordinance, combined with County-wide implementation of Green Halo as the tracking system for construction waste generation and recovery, will allow compliance of construction waste recycling requirements and processes by all member agencies. As many contractors are known to work in multiple jurisdictions, this alignment helps increase awareness of the requirements which results in greater efficiency in meeting them.

Member agencies participating in this agreement should onboard with the Green Halo Systems within six months of the approval. Zero Waste Sonoma staff will participate in the permit review process from start to finish as this reduces work for member agency permit staff and ensures consistency in Waste Management Plan tracking and oversight of the Green Halo process.

### **Requested Action of the Board**

Staff recommends that the ZWS Board approve the agreements included as part of this item.

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



#### **IV. FUNDING IMPACT**

Zero Waste Sonoma has assigned resources to help member jurisdictions secure and use Green Halo as a means of cost-effective implementation of the Model Ordinance for up to three years. Those efforts are funded by the County's Climate Resilience grant. Each member jurisdiction will need to determine its own funding for ongoing use of the Green Halo Systems technology after the agreement period has ended.

There are additional staffing costs to Zero Waste Sonoma projected for the implementation and oversight of Green Halo Systems, including the creation of a new staff position totaling \$159,266 annually.

#### **V. ATTACHMENTS**

- Green Halo Agreement
- Green Halo Fee Schedule
- Green Halo Scope of Work
- Green Halo Funding Agreement
- Resolution

**SONOMA COUNTY WASTE MANAGEMENT AGENCY PROVIDER SERVICES AGREEMENT WITH GREEN HALO SYSTEMS FOR ASSISTANCE WITH WEB-BASED “CITY TRACKER” CONSTRUCTION AND DEMOLITION (C&D) WASTE DIVERSION MEASUREMENT SYSTEM AND API CONNECTIVITY WITH JURISDICTION PERMITTING SOFTWARE**

THIS AGREEMENT (“Agreement”) is entered into by and between the Sonoma County Waste Management Agency (“SCWMA”) and Green Halo Systems, Inc. (“Provider”), effective December 1, 2023

**RECITALS**

- A. WHEREAS, the California Integrated Waste Management Act of 1989, California Public Resources Code §4000 et seq. (“AB 939”), as amended, requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and
- B. WHEREAS, Provider provides web-based services that allow persons to file Waste Management Plans regarding Construction and Demolition (“C&D”) Debris diversion and compliance with local diversion requirements and AB 939, and that allow public agencies to monitor, track, and verify information in real time, view recycling and disposal trends, and download information for analysis and reporting; and
- C. WHEREAS, the SCWMA desires to contract with Provider to assist its member jurisdictions (hereinafter “Member Agencies”) with tracking the diversion and disposal of C&D Debris, the submission of Waste Management Plans, and compliance with local diversion requirements and AB939, along with providing an API connectivity function for the Member Agencies to integrate Provider’s software, CityTracker, with the Member Agencies’ permitting software;
- D. WHEREAS SCWMA’s entering in to this Agreement for services to be provided to its the Member Agencies is consistent with SCWMA’s purpose and authority set for March 1, 2017 Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency; and
- E. WHEREAS, Provider desires to perform such professional services for the SCWMA and its Participating Member Agencies (“Participating Member Agencies”);

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the SCWMA and Provider agree as follows:

**AGREEMENTS**

- 1. Term. Except as provided in Section 8 below, the term of this Agreement shall commence on February 1, 2024, and expire on January 31, 2025, unless earlier terminated in accordance with this Agreement. The SCWMA shall have the option to extend the Agreement for an additional two years subject to the same fees and payment terms as provided herein.
- 2. Services. Subject to the terms and conditions set forth in this Agreement, Provider shall provide the services set forth in the Scope of Services, attached hereto as Attachment A (“Services”).
- 3. Payment. The parties acknowledge and agree that the services provided by the Provider shall be at no cost to SCWMA and its Member Agencies. Provider agrees to invoice the County of

Sonoma for payment for services provided under this Agreement.

4. Additional Services. Provider is not authorized to provide any additional or extra services beyond the services provided under this Agreement. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the SCWMA and the Provider.
5. Responsible Personnel. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the SCWMA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the SCWMA, and will use reasonable best efforts to replace them and the services they were providing.
6. Facilities and Equipment. Section Reserved.
7. Independent Contractor. Both parties understand that Provider, its agents, employees and subcontractors are and shall at all times remain as to SCWMA wholly independent contractors. Neither the SCWMA, nor any of its Board, each Member Agencies and its City or Town Council or its Board and each of their officers, employees and agents shall have any control over the manner by which Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or subcontractors are agents or employees of the SCWMA. Should a relevant taxing authority determine that Provider is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Provider which can be applied against this liability). SCWMA shall then forward those amounts to the relevant taxing authority. Except as the SCWMA may specify in writing, Provider shall have no authority, express or implied, to act on behalf of the SCWMA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the SCWMA to any obligation whatsoever.
8. Termination.
  - A. The SCWMA may terminate this Agreement at any time without cause upon thirty (30) days written notice to Provider. The SCWMA may terminate this Agreement at any time without prior notice in the event that Provider defaults and fails to cure under this Agreement. This Agreement shall terminate, without penalty, liability, or expense of any kind to the SCWMA, at the end of any fiscal year if no funds or insufficient funds are appropriated and budgeted for the next succeeding fiscal year. The SCWMA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or program costs. The SCWMA's budget decisions are subject to the discretion of the SCWMA Board of Directors. Provider's assumption of risk of possible discretionary termination and/or non-appropriation is part of the consideration for this Agreement.

- B. Upon notice of termination pursuant to Section 8 A, Provider shall stop work at the stage directed by the SCWMA and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice.
  - C. Upon non-appropriation or discretionary termination, neither party shall have any further obligation to the other party, except that the provisions of this Agreement concerning independent contractor, insurance, indemnification, confidential information, records, and governing law shall survive termination.
9. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the SCWMA and its Board, each Member Agency and its City or Town Council or its Board and each of their officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement by Provider or Provider's employees, officers, agents or subcontractors. Provider shall also indemnify, defend, and hold harmless the SCWMA, its Board, and its officers, employees and agents against any and all liability, claims, actions, causes of action, complaints, or demands made by Member Agencies or Member Agencies' contractors, arising out of or in any way connected with the performance of this Agreement. All obligations under this provision are to be paid by Provider as they are incurred by the SCWMA.
10. Copyright; Intellectual Property Indemnification. Provider represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this Agreement. Provider shall indemnify, defend, and hold harmless the SCWMA and its Board, each Member Agency and its City or Town Council or its Board, and each of their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.
11. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the SCWMA. Provider shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:
- a) Minimum Scope of Insurance.
    - i) Coverage shall be at least as broad as:
    - ii) Insurance Services Office Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, blanket contractual liability, and personal and advertising injury.
    - iii) Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto," or if Provider has no owned autos, Code 8 (hired) and Code 9 (non-owned).

- iv) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- v) Errors and omissions liability insurance appropriate to Provider's profession.

b) Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

- i) General Liability: \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- iii) Worker's Compensation and Employers Liability: Worker's compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Provider's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
- v) If Provider maintains broader coverage and/or higher limits than the minimums shown above, the SCWMA requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SCWMA.
- vi) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the SCWMA (if agreed to in a written contract or agreement) before the SCWMA's own Insurance or self-insurance shall be called upon to protect it as a named insured.

c) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the SCWMA. The SCWMA may require Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or by the SCWMA.

d) Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

- 1) Additional Insured Status. Except as regards Professional Liability (Errors and Omissions) Insurance, the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General

liability coverage can be provided in the form of an endorsement to Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 2) Primary Coverage. Provider's insurance coverage shall be primary insurance with coverage at least as broad as ISO CG 20 01 04 13 as respects the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.
- 3) Notice of Cancellation. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, Provider shall provide prompt notice of any cancellation of coverage to the SCWMA and provide substitute insurance meeting the requirements of this Agreement; such notice obligation shall not change Provider's obligation provided above to maintain continuous coverage.
- 4) Waiver of Subrogation. For all coverages except Worker's Compensation and Employers Liability, and Professional Liability (Errors and Omissions) Insurance, Provider hereby grants to the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents a waiver of any right to subrogation which any insurer of said Provider may acquire against such parties by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SCWMA has received a waiver of subrogation endorsement from the insurer.
- 5) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees, and agents.
- 7) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SCWMA.

Verification of Coverage.

Provider shall furnish the SCWMA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Provider's obligation to provide them. The SCWMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by

these specifications, at any time. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Subcontractors.

Provider agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Provider shall agree to be bound to Provider and the SCWMA in the same manner and to the same extent as Provider is bound to the SCWMA under this Agreement and Provider shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Provider with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Provider will provide proof of compliance to the SCWMA.

Special Risks or Circumstances. The SCWMA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Notification of Accident, Injury, or Damage. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the SCWMA by telephone. Provider shall promptly submit to the SCWMA a written report, in such form as may be required by the SCWMA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Provider's subcontractor, if any; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of the SCWMA's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

12. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this Article requires Provider to be responsible for safety of the SCWMA property or the SCWMA personnel or the property or personnel of any third parties over which Provider has no authority or control.
13. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the SCWMA, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the SCWMA. If this Agreement is canceled in accordance with Article 8 Provider shall

deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the SCWMA.

14. Authority and Notice. The SCWMA Executive Director (or her designee) will have complete authority to transmit instructions, receive information, and interpret and define the SCWMA policies and decisions pertinent to the work. In the event the SCWMA wishes to make a change in the agency representation, the SCWMA will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address (as may be updated by written notice of a party):

SONOMA COUNTY WASTE MANAGEMENT AGENCY:

Leslie Lukacs, Executive Director  
2300 County Center Dr. Ste B-100  
Santa Rosa, CA 95403

Telephone: 707-565-3375  
Email: [zerowastesonoma@sonoma-county.org](mailto:zerowastesonoma@sonoma-county.org)

PROVIDER:

Mr. Dean Rodatos  
Green Halo Systems, Inc.  
521 Charcot Avenue, Suite 119 San Jose, CA 95131

Telephone: 1.888.525.1301  
Email: [dean@greenhalosystems.com](mailto:dean@greenhalosystems.com)

The parties shall make good faith efforts to provide advance courtesy notice of any notices hereunder via email. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

15. Assignment; Subcontractors. This Agreement contemplates the personal services of Provider, its employees, and subcontractors, and it is understood by both parties that a substantial inducement for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor the SCWMA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder. However, with the prior consent of the SCWMA given in writing, Provider is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the SCWMA and all subcontractors shall be subject to all the provisions of this Agreement.



16. Qualifications. Provider represents that it and its employees and subcontractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the SCWMA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.
17. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and time deadlines shall be strictly construed.
18. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to the SCWMA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The SCWMA shall be the sole judge as to whether the product of the Provider is satisfactory. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies pertaining to this Agreement. Provider will hold any confidential information received from the SCWMA in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter without the prior written consent of the SCWMA.

The review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of responsibility for the professional and/or technical adequacy of its work. Neither the SCWMA review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

19. Examination of Records; Retention of Records. Provider agrees that the SCWMA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice. Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Provider shall make available to SCWMA, upon written request, such books, documents and records of Provider (and any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to the SCWMA.
20. Prohibited Interests. No officer or employee of the SCWMA shall have any financial interest in this Agreement or the proceeds of thereof. This Agreement shall be voidable at the option of the SCWMA if this provision is violated.
21. Default; Remedies. The following shall constitute an event of default hereunder: Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days after

receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure. Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate the Agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law. In the event that either the SCWMA or Provider brings an action or proceedings for damages for an alleged breach of any provision of this Agreement, the prevailing party will be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Arbitration shall be attempted if both parties mutually agree before, during, or after litigation has begun.

- 22. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Sonoma County, California.
- 23. Entire Agreement; Modifications. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
- 24. Power to Execute. Each individual executing this Agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver this Agreement on behalf of such party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have agreed to the foregoing and hereby execute this Agreement.

SONOMA COUNTY WASTE MANAGEMENT AGENCY:

BY:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

GREEN HALO SYSTEMS, INC.

BY:

---

TITLE:

---

DATE:

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Attachments:

A: Scope of Work

B: Cost & Fee Schedule

## ATTACHMENT A – COST & FEE SCHEDULE

A. Basic Services

<i>Unincorporated Sonoma County - \$99 per month plus \$402 per month (population - 134,000) = \$501 per month/\$6,012 per year</i>
<i>Santa Rosa - \$99 per month plus \$356 per month (\$2/1000 people) (population - 178,000) = \$455 per month/\$5,460 per year</i>
<i>Sebastopol - \$99 per month plus \$22.5 per month (population - 7,500) = \$121.5 per month/\$1,458 per year</i>
<i>Healdsburg - \$99 per month plus \$34 per month (population - 11,000) = \$133 per month /\$1,596 per year</i>
<i>Windsor - \$99 per month plus \$79 per month (population - 26,000) = \$178 per month/\$2,136 per year</i>
<b><i>TOTAL ANNUAL USE FEE = \$16,662</i></b>

B. The Total Annual Use Fee includes three (3) complimentary disposal receipts/ticket uploads performed by Green Halo Systems (“GHS”). Ticket uploads performed by GHS in excess of the 3 complimentary receipts/tickets will be charged at \$3 per ticket and paid directly to GHS by the user/customer, not by Zero Waste Sonoma or the member jurisdictions.

C. Start-Up Fees

Zero Waste Sonoma agrees to pay one-time start-up fees of \$3,000 per participating jurisdiction.

D. Account Upgrade Parameters and Triggering Points for Users/Customers

Customers (User) are contractors that access the CityTracker software to track projects. GHS may determine that a standard User is a Commercial Account, or that it will require otherwise upgraded services. There are several reasons that this may occur. Below are the primary reasons a User may be prompted to upgrade their account:

- 1) User has five (5) or more Live Projects at one time. The system detects Users who have 5 or more Live/Ongoing projects and deems them to be a Commercial

Account and prompts them to upgrade their services. The User still has the option to use the system for free by creating a new account using a new, unique email address. Alternatively, the User could upgrade to a paid service. (The Basic Service @ \$9.99/month)

- 2) User selected an Upgrade Feature (e.g., multi ticket upload, report to LEED, add additional Users, advanced reporting, etc.). (The Premium Service @ \$29.00/month plus \$24.00 for each active project.)
- 3) User is performing projects in multiple jurisdictions and wants all their data for all projects in all jurisdictions on one dashboard. (The Pro service @ \$129.00/month plus \$19.00 for each active project)
- 4) Domain extension recognition – the system detects Users with the same domain extension and prompts Users to consolidate their accounts under one Corporate / Commercial Account. This makes the account easier to service for both the Member Agencies and for GHS support. This also provides the User with all the upgrade features a User of this type will require (e.g., multi ticket upload, report to LEED, add additional users, advanced reporting, etc.). (The Enterprise service @ \$229.00/month plus \$15.00 for each project.)

No changes to any pricing described in this Cost & Fee Schedule can occur without 90 days' notice to Zero Waste Sonoma.

E. API Connectivity

Standard integration with permitting software is a \$1,500 one-time fee per Member Jurisdiction. If the Member Jurisdiction requires additional customization or configuration outside the normal scope of the API connection (which is rarely required unless the city has some requirement or function that operates outside the normal scope of the permitting software), that will be charged at a rate of \$175 per programming hour, not to exceed \$2,000 total for each Member Agency. The additional customization costs are to be paid by each Member Agency rather than by Zero Waste Sonoma. These fees and hourly rate are fully loaded and inclusive of any costs incurred in providing the services.<sup>1</sup>

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<sup>1</sup> These costs do not include fees that may or maynot be charged by the member agencies' permitting software 3<sup>rd</sup> party implementor.

# ATTACHMENT A – Scope of Work

## A. “CityTracker” System

### 1) General Description

The Green Halo Systems, Inc. (GHS) “CityTracker” System (also referred to as “software”) consists of a web-based user interface allowing property owners, construction contractors, and supporting contractors (hereinafter referred to as “customers”) to file electronic Waste Management Plans (WPM) that document construction and demolition waste diversion and compliance with state regulation (CalGreen) and local Construction and Demolition (C&D) Ordinances. This will allow ZERO WASTE SONOMA (Sonoma County Waste Management Agency) and the Participating Member Agencies, as defined in the Agreement, to use the system, as described in this Scope of Work. GHS will provide ZERO WASTE SONOMA and Participating Member Agencies with the ability to monitor, track, and verify waste management plans and reports submitted by customers in real time. In addition, GHS's statistics function will allow ZERO WASTE SONOMA and its Participating Member Agencies to view recycling and disposal trends and download information for analysis and reporting.

As for the date of this SOW, the Participating Member Agencies are as follows: County of Sonoma, City of Healdsburg, Town of Windsor, City of Sebastopol, and City of Santa Rosa. SCWMA may, at any time, add or remove, its Member Agencies from the Participating Member Agencies list effective immediately. Such addition and/or deletion shall be formalized via a written amendment to this SOW executed by the parties.

### 2) Basic Services.

GHS will provide the following basic services that comprise the CityTracker System to ZERO WASTE SONOMA and Participating Member Agencies (“Basic Services”).

A. As part of Basic Services, GHS will:

- 1) Provide a web-based interface that is accessible using common web browsers.
- 2) Update and maintain a unique web portal for accessing the CityTracker System that gives ZERO WASTE SONOMA and its Participating Member Agencies their own individual waste tracking portal.
- 3) Maintain unique domain specific to each Participating Member Agency that serves as a single point of contact for customers, jurisdiction officials, and the public.
- 4) Provide a “Municipal Transparency Display” that showcases a Participating Member Agencies’ C&D diversion statistics and carbon footprint reduction.
- 5) Maintain a web-based interface addressing specific needs of ZERO WASTE SONOMA and its Participating Member Agencies’ C&D Ordinances and requirements to manage the interface processes in a logical and functional manner, including:
  - a) Participating Member Agencies’ Listing Page showing Salvaged, Recycled, Disposal tonnage, Diversion Rate, and contact information by Participating Member Agencies.
  - b) C&D Processing Facilities Listing Page showing facilities certified accepted by ZERO WASTE SONOMA to support the Participating Member Agencies’ C&D Ordinance requirements.
  - c) Transporter/Hauler Listing Page showing hauling services registered by ZERO WASTE SONOMA to support Participating Member Agencies’ C&D Ordinance requirements.
  - d) Recycling Statistics Page(s) showing recycling totals, carbon footprint reduction totals, city diversion statistics, material diversion statistics, facility diversion statistics, and project types, building types, and hauling option statistics.

- e) The web-based interface will incorporate all aspects of the Participating Member Agencies' C&D Ordinances and/or building code reporting requirements, including estimation of type and percentage of waste to be produced, recording of waste produced and disposal weight, destination (salvage, recycling, disposal) and final WMP template that accepts and uses all disposal record inputs to establish the project diversion rate with supporting disposal destination documentation.
- 6) Provide "City Track Mobile" access to connect customers to their projects via their mobile devices allowing for direct communication and easy upload of recycling tickets.
  - 7) Provide system for ZERO WASTE SONOMA, Participating Member Agencies, and customers to monitor individual project status relating to compliance with the Participating Member Agencies' C&D Ordinances and/or building code requirements and diversion goal.
  - 8) Provide system that permits the input and tracking of recycling tickets/receipts, including the ticket number, material types handled by the ticket, and quantities of each type of material, and that does not allow a ticket number to be used in multiple instances with quantities of materials that would exceed 100% of the materials that are shown on the ticket.
  - 9) Customers will be required to input their own disposal weight receipts/tickets (in excess of three complimentary uploads per year) and will be reminded by CityTracker System site messaging to do so. The ticket upload requirement will be identified as part of disclosures that customers must review and acknowledge through electronic signature prior to using the CityTracker System.
  - 10) Provide an option to attach PDF file images for each ticket entered which accommodates .jpg and .gif picture images.
  - 11) As a condition of using the CityTracker System, require the Participating Member Agencies and their customers to acknowledge through electronic signature that any and all disputes or disagreements that arise with GHS, related to the Basic Services or any additional services provided, shall be resolved solely between GHS and the member agency and/or customer, and shall not involve ZERO WASTE SONOMA or ZERO WASTE SONOMA staff.
  - 12) As a condition of using the CityTracker System, require the customer to agree to specific terms and conditions established by ZERO WASTE SONOMA and the Participating Member Agencies before being able to use the software to track each project's waste management program. Such terms and conditions are a ZERO WASTE SONOMA and Participating Member Agencies' configurable element so that ZERO WASTE SONOMA and the Participating Member Agencies can maintain the terms and conditions and make changes or additions in real time.
  - 13) Provide system that signals individual projects that have met ZERO WASTE SONOMA and the Participating Member Agencies' required diversion rate(s).
  - 14) System will convert data entered in cubic yards to tonnage.
  - 15) Create a tickets upload fee payment (as described in Attachment B) system that will accept credit card or ATM payment for payment directly from the customer without support from ZERO WASTE SONOMA staff or the Participating Member Agencies.
  - 16) Access to Data:
    - a) ZERO WASTE SONOMA and Participating Member Agencies are authorized to have complete access to all the data allocated to ZERO WASTE SONOMA and the Participating Member Agencies which data can be downloaded at any time free of charge.
    - b) The software does not allow direct uploading of stored data not generated by the CityTracker System. Such data must be organized into a CityTracker System format.
    - c) The CityTracker System provides ZERO WASTE SONOMA and Participating Member Agencies with the ability to download standard and customized reports in .csv format for use in other software.
- B. Technical Support – Phone and online technical support is provided at no cost to ZERO WASTE SONOMA and Participating Member Agencies 7 a.m.-5 p.m., Monday through Friday.

C. User Requirements

- 1) Following are the specific operating systems GHS supports at a minimum:
  - a) Current/latest version of MS Windows.
  - b) Current/latest version of Mac OS.
  - c) Current/latest version of MS, Firefox, Safari, Android/Chrome, Mobile Safari (iPhone) operating systems.
  - d) ZERO WASTE SONOMA and the Participating Member Agencies are responsible for any independent review they may undertake of information submitted in the WMP and responding accordingly as well as for communicating with parties submitting or authorized to submit such plans regarding any corrections, updates and general news, or changes in policy.
  - e) ZERO WASTE SONOMA and the Participating Member Agencies shall make available to the public such handouts and information regarding the CityTracker System that may be provided by Green Halo Systems to ZERO WASTE SONOMA and the Participating Member Agencies from time to time. Where feasible, ZERO WASTE SONOMA and the Participating Member Agencies may display GHS Posters and other promotional items in ZERO WASTE SONOMA and the Participating Member Agencies' offices.

D. Training and Support

- 1) GHS will provide one-on-one or group training as elected by ZERO WASTE SONOMA and the Participating Member Agencies for a total of up to 2 hours each. This training will provide users with an understanding of how to navigate, communicate and administer the features provided through the CityTracker System. As part of these training sessions, ZERO WASTE SONOMA and the Participating Member Agencies will have the option to configure their systems within the design parameters provided by the CityTracker System.
- 2) After the training, follow up support will be available free of charge Mon-Fri 7 a.m.-5 p.m. via phone or online to ZERO WASTE SONOMA and the Participating Member Agencies.
- 3) ZERO WASTE SONOMA and Participating Member Agencies will learn to set up their account, enter data, configure settings (terms and conditions, diversion rates, project types, facilities, etc.), create WMP, approve and review submitted plans, generate and track coupons, review statistics, download data, and learn how to use messaging and other various user functions such as Live Help.
- 4) GHS will provide one annual "refresher" training to ZERO WASTE SONOMA and Participating Member Agencies' staff to inform of any system changes or updates.

E. Availability & Maintenance

The following terms will apply to the availability of the internet-facing portion of the CityTracker System.

- 1) Availability. The CityTracker System will be generally available to ZERO WASTE SONOMA and Participating Member Agencies no less than 99.5% of the time, excluding scheduled downtime for maintenance, measured on a monthly basis.
- 2) Scheduled Maintenance.
  - a) Normal scheduled maintenance occurs every Saturday starting at 11:00 p.m. and ending at 3:00 a.m. Sunday morning, Pacific Coast Time.
  - b) All scheduled maintenance does not count as downtime and is not included in the calculation of the uptime guarantees.
  - c) If GHS intends to perform scheduled maintenance, GHS will post a notice to the web interface with at least 24-hour notice.

F. Other Services

1. ZERO WASTE SONOMA and Participating Member Agencies' staff will have the option to upload



WMP data and weight tickets into the CityTracker System.

2. GHS will provide and assist WMP creation by phone with three complimentary ticket uploads for customers unable to access CityTracker via their own computer.

## **B. API connectivity with Permitting Software**

### Permit Software API

Green Halo Systems will provide **API Connectivity** along with the CityTracker System. API connects directly into the jurisdictions' permitting software to expedite the waste management plan process while streamlining review and permit close out.

### Business Partnerships

Green Halo Systems has partnered with permitting systems such as **Accela, EnerGov, PermitSoft**, and many others to accomplish API Connectivity. For a full list contact Green Halo at 1-888-525- 1301.

### API Connectivity Features

Real time waste management plan setup from permit software to CityTracker System

No additional workload for permit counter staff

Green Halo account and tracking # automatically created for your customers

“Green light” or “red light” for permit issuance/completion/compliance

Overall streamlined experience for your customers and city users

**FUNDING AGREEMENT FOR SONOMA COUNTY WASTE MANAGEMENT  
AGENCY PROVIDER SERVICES AGREEMENT WITH GREEN HALO SYSTEMS**

This funding agreement “Funding Agreement” is entered into between Sonoma County Waste Management Agency (“SCWMA”), Green Halo Systems, Inc. (“Green Halo”) and the County of Sonoma (“County”) with reference to the following:

Whereas, SCWMA seeks to enter into an agreement with Green Halo to assist its member jurisdictions (“Member Agencies”) with tracking the diversion and disposal of C&D Debris, the submission of Waste Management Plans, and compliance with local diversion requirements and AB939, along with providing an API connectivity function for the Member Agencies to integrate Provider’s software, CityTracker, with the Member Agencies' permitting software (“Green Halo Agreement”);

Whereas, the County is willing, and has agreed to fund the Green Halo Agreement in its entirety;

Whereas, Green Halo agrees that the services in the Green Halo Agreement shall be provided to SCWMA and its Member Agencies at no cost to SCWMA and the Member Agencies;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Green Halo shall submit invoices to County, one every three months, for services performed under the Green Halo Agreement in accordance with Attachment A.

2. Upon receipt of an invoice and confirmation from SCWMA that the services detailed in the invoice have been satisfactorily performed, County shall pay Green Halo for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Attachment A.

3. This Agreement shall be in effect from the date of the parties’ execution of the Agreement and shall expire upon written notification from SCWMA that the Green Halo Agreement has been terminated.

4. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Sonoma County, California.

5. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

6. Each individual executing this Agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver this Agreement on behalf of such party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may

be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

SONOMA COUNTY WASTE MANAGEMENT AGENCY:  
BY:

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

GREEN HALO SYSTEMS, INC.

BY:

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY OF SONOMA.

BY:

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Dated: January 18, 2024

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA (“ZWS”), AUTHORIZING AN AGREEMENT WITH GREEN HALO SYSTEMS, INC. (“CONTRACTOR”) FOR TRACKING THE DIVERSION AND DISPOSAL OF C&D DEBRIS

WHEREAS, the Contractor represents that it is duly qualified and experienced in creating and establishing tracking systems for diversion and disposal of C&D Debris and associated tasks; and

WHEREAS, in the judgement of the Board of Directors of ZWS, it is necessary and desirable to employ the services of the Contractor to perform tasks to track diversion and disposal of C&D Debris;

NOW, THEREFORE, BE IT RESOLVED that Zero Waste Sonoma hereby authorizes the Executive Director to execute an Agreement with Green Halo Systems, Inc. to implement a tracking of diversion and disposal of C&D Debris for ZWS member agencies.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:                      DATE: January 18, 2024

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



Agenda Item #: 9  
Cost Center: All  
Staff Contact: Collard  
Agenda Date: 1/18/2024  
Approved By: LL

## **ITEM: Discussion and Possible Action on the Fiscal Year 2024-25 Work Plan**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board provides feedback and considers approval of the FY 24-25 Work Plan which is used as a guide for the FY 24-25 Draft Budget.

### **II. BACKGROUND**

Since FY 06-07, an annual Work Plan has been prepared for consideration and approval by the Board in order to have a detailed planning document that compliments the budget planning process. The Work Plan contains a description of Zero Waste Sonoma's (ZWS) projects, contractor costs, and staff costs for FY 24-25. The Work Plan also assisted in the preparation of ZWS's annual draft budget, Agenda Item 9 in this Board packet.

### **III. DISCUSSION**

Staff proposes that core projects continue in their current form (i.e. hauling of organics, processing of household hazardous waste, used oil outreach, mandatory commercial and organics recycling, zero waste guide, website maintenance, and reporting). There are a number of programs that are rolling over for completion in the new fiscal year: the Cal Volunteer grant, Solar Panel Recycling grant, and the USDA grant. Another round of SB1383 Assistance grant funding is anticipated. In addition, Staff proposes the following new projects:

- Compost contamination outreach campaign;
- Textile Recycling Pilot Program;
- Reuse / Repair Workshops Mini Grants;
- Implementation of a Sea Ranch HHW collection event;
- Addition of a FTE position to implement the CD&D ordinance

The full Draft Work Plan is attached for your review and projects where there have been significant increases in cost and/or new program line items have been highlighted in green for your convenience.

### **IV. FUNDING IMPACT**

There is no direct funding impact of the FY 24-25 Work Plan. This document is informational and used for planning purposes and to complement the FY 24-25 Draft Budget.

### **V. ATTACHMENTS**

FY 24-25 Work Plan

## 24-25 Work Plan

	Program	Program Description	Contractor	Staff	Goal/Justification/Pillar	Schedule
<b>Organics</b>						
	Program	Program Description	Contractor	Staff	Goal/Justification/Pillar	Schedule
1.1	Municipal Composting Program	Manage contracts for composting outhaul and compost sites, and reconciles and processes monthly invoices for payment. Manage compost giveaways.	\$ 7,236,076	\$ 14,734	MANDATED Major diversion program in the Joint Powers Agreement and Section 4.5.2 of the CoIWMP.	Monthly
1.2	Christmas Tree Recycling	Provide education to the public about Christmas tree recycling options. <ul style="list-style-type: none"> <li>• Coordinate with local non-profit organizations to provide convenient Christmas tree composting</li> <li>• Coordinate drop-off sites with haulers</li> </ul> Update information on Agency's website and establish/record seasonal voice message system on 565-3333 and on the Eco-Desk 565-3375.	\$ -	\$ 1,747	CoIWMP/Section 4.7.2.10 Diversion program that adds organic feedstock	November, December, and January, Annually
1.3	Home Composting Education & Outreach	Promote home composting and vermicomposting. Issue updated RFP for services	\$ 20,000	\$ 8,272	CoIWMP/Section 4.3.1.2 Reduce organics being landfilled and compost program costs	New contract needed
1.4	Conferences and webinars	USCC 2025 Conferences. Webinars on SB 1383 and other organic material related topics.		\$ 13,428	Board Directed	Ongoing
1.5	Organics Education and State Regulations	Staff to monitor and research any upcoming regulations and continue ongoing education of existing regulations for member jurisdictions and the public.		\$ 62,146	MANDATED SB1383/AB939	Ongoing
1.6	Grant - (Food Recovery, etc.)	USDA Office of Urban Agriculture and Innovative Production. Working with Zero Food Print and Petaluma Bounty	\$ 258,500	\$ 31,729	Grant will assist jurisdictions with SB 1383 requirements	Grant term is two years, ending March/April 2025
1.7	Contamination Education & Outreach	Increase marketing and education campaign to combat increased contamination in the organics bins	\$ 25,000	\$ 16,877	CoIWMP/Section 4.3.1.2 Reduce organics being landfilled and compost program costs	Ongoing
	<b>Total</b>	<b>FY 24-25</b>	<b>\$ 7,539,576</b>	<b>\$ 148,933</b>		
	Prior Year	FY 23-24	\$ 8,259,791	\$ 114,705		

**Reserves (Restricted by Board Policy)**

	Program	Program Description	Contractor	Staff	Goal/Justification	Schedule
2.1	Securing Organics Capacity	Continue process for implementation agreements and legal counsel	\$ 10,000	\$ 24,318	CoIWMP/Section 4.5.3	Ongoing
2.2	New Model Ordinances and Policy Research/Implementation	Potential model ordinance topics include: Large Events and Venue recycling plan requirements, HHW product ordinance. Report to the Board on ordinance feasibility and propose next steps.	\$ -	\$ 18,491	Board Directed. Strategic Plan Pillar	Ongoing
2.3	North County HHW facility	Permanent HHW Facility in the North County: Conceptual design & RFP, deconstruction, permitting, CEQA, engineering, Conditional Use Permit	\$ 20,000	\$ 63,238	Board Directed	Ongoing
2.4	Solar Panel Recycling Program	Develop program for collection of solar panels through the e-waste program in limited quantities.		\$ 10,426	AB939	
2.5	Textile Recycling Pilot Program	Research local resources for textile recycling		\$ 11,599	Staff Recommended	Limited
2.6	Reusable Food Ware Pilot	Provide assistance and microgrants to restaurants to transition from single-use to reusable food service items	\$ 10,000	\$ 11,549	Staff Recommended. Pilot started FY21/22	Limited
2.7	Food Recovery Organization Mini Grant	Assist local FRO with infrastructure to help quantify, increase capacity, and report on food saved	\$ 10,000	\$ 9,279	Board Approved November 2023	Limited
2.8	Ordinance Education/Enforcement	Technical Assistance Grant - Polystyrene year 2	\$ 100,000	\$ 35,637	SB1383	Limited
2.9	Reuse / Repair Workshops Mini Grants	Provide repair workshops minigrants in various Sonoma County jurisdictions for residents interested in fixing broken items such as small appliances, electronics, textiles, furniture, bicycles, or other consumer goods.	\$ 9,000	\$ 9,957	Strategic Plan Pillar	Quarterly
2.10	Reusable Foodware Infrastructure and Services	Reusable food service ware system in the SF Bay Area focused on education, design and program deployment, working in partnership with municipalities, corporations, food vendors, and community organizations to create an ecosystem of reuse and zero-waste.	\$ 25,000	\$ 21,230	Strategic Plan Pillar for reuse	Three Years
	<b>Total</b>	<b>FY 24-25</b>	<b>\$ 184,000</b>	<b>\$ 215,725</b>		
	Prior Year	FY 23-24	\$ 175,000	\$ 135,340		



### Household Hazardous Waste

	Program	Program Description	Contractor	Staff	Goal/Justification	Schedule
3.1	HHW Collection Program	Manage contract for collection of household hazardous waste from residents and CESQG (businesses) at the Household Hazardous Waste Facility (HHWF), HHW Collection Events, and HHW Rover. Provide education resources for the program as needed and coordinate with local organizations.	\$ 1,612,737	\$ 77,096	MANDATED - JPA Comply with regulations, contract administration/oversight (Section 5.3 of the CoIWMP)	Contract expires June 30, 2024
3.2	E-waste Collection and Internal Transport at Disposal Site	Transport electronic wastes collected at all of the County-owned disposal sites.	\$ 45,000	\$ 20,280	MANDATED - JPA Required by regulation, contract administration/oversight (Section 5.4.1.8 of the CoIWMP).	Contract expires December 31, 2026
3.3	E-waste Sorting and Recycling	Sorting of all electronic wastes collected at all of the County-owned disposal sites and recycling.	\$ 60,000	\$ 737	MANDATED - JPA Required by regulation, contract administration/oversight (Section 5.4.1.8 of the CoIWMP).	Contract Expires June 30, 2026
3.4	Oil & Filter Recycling (Grant funded)	This program includes a wide variety of efforts from reporting and auditing to collection and education. Funding is provided through the California Department of Resources Recycling and Recovery's (CalRecycle) Oil Payment Program (OPP). Actual projects vary year to year depending on State funding levels. For specific projects, Used Oil Competitive Grants may be applied for.	\$ 58,709	\$ 28,763	Board Directed	Consultant Contract Expires June 30, 2025
3.5	Reporting	The State requires reporting and quantification of HHW collection efforts annually. Reports include Annual E-Waste Report, Net Cost Report, Stormwater Report, HHW portion of the Electronic Annual Report, and the 303 Report.	\$ -	\$ 26,266	MANDATED Required by regulation.	Jan, Feb, July, Sept, and October Due Dates

**Household Hazardous Waste (cont.)**

	Program	Program Description	Contractor	Staff	Goal/Justification	Schedule
3.6	Product Stewardship Education, Outreach, policy and legislation	<ul style="list-style-type: none"> <li>Participate in statewide and national Extended Producer Responsibility efforts.</li> <li>Develop and incorporate information for local take-back opportunities into Agency promotional materials (e.g., Zero Waste Guide, fliers and online)</li> <li>Community outreach at events.</li> <li>Develop and plan for Extended Producer Responsibility ordinances as approved by Agency Board.</li> <li>Examine recent and pending legislation relevant to current and projected Agency projects.</li> </ul>	\$ -	\$ 4,193	BOARD DIRECTED EPR Implementation Plan (CoIWMP/Section 4.3.3.3)	Ongoing
3.7	E-waste Recycling Events	<p>This program accepts electronics that are defined as hazardous waste. This program is subsidized by the State through the Electronics Recycling Act of 2003. State subsidy is based on pounds received for recycling. A contractor conducts electronic recycling events under contract with the Agency. Agency pays for site fees and advertising.</p> <ul style="list-style-type: none"> <li>Provide supports for coordination of e-waste event</li> <li>Perform graphic design and placement of advertising (e.g., utility bill inserts, fliers, radio, newspaper ads, on-line)</li> <li>Administer the contract. Events to include reuse collection</li> </ul>		\$ 17,023	CoIWMP/Section 5.4.1.8 Provide recycling information to all County residents	Ongoing – Monthly Contract expires Dec 31, 2024.
3.8	Sea Ranch Collection Event	Sonoma County residents living in the north-west part of the County can dispose of hazardous waste close to their homes. Agency staff produces educational materials to help publicize disposal opportunities.	\$ 42,000	\$ 1,931	MANDATED - JPA	Up to two events per year
3.9	HHW Grants	CalRecycle offers grants to expand and improve Household Hazardous Waste programs. Projects may include construction of Household Hazardous Waste facilities. If the timing aligns with where the ZWS is in the process of siting a new facility, staff will apply for this grant. Current year cycle includes Solar Panel Pilot Program	\$ 30,000	\$ 3,607	Staff recommended	Grant term through 2025

**Household Hazardous Waste (cont.)**

	<b>Program</b>	<b>Program Description</b>	<b>Contractor</b>	<b>Staff</b>	<b>Goal/Justification</b>	<b>Schedule</b>
3.10	Park Propane Collaboration	<ul style="list-style-type: none"> <li>• Manage permanent disposable cylinder collection containers</li> <li>• Education/advertisement of refillable cylinders</li> </ul>	\$ 5,000	\$ 4,307	AB939	Contract Expires 12/31/24
3.11	HHWF Maintenance	Ongoing building maintenance and upgrades	\$ 15,000	\$ 1,659		Ongoing
3.12	Conferences	NAHMMA Conference (2)	\$ 5,400	\$ 14,059	Board Directed	
3.13	Meds/Sharps	Implement SB212, outreach, and Safe Medicine Disposal Committee participation		\$ 9,866	State Mandated SB212	
	<b>Total</b>	<b>FY 24-25</b>	<b>\$ 1,873,846</b>	<b>\$ 209,788</b>		
	Prior Year	FY 23-24	\$ 1,933,613	\$ 217,558		

**Education**

	<b>Program</b>	<b>Program Description</b>	<b>Contractor</b>	<b>Staff</b>	<b>Goal/Justification</b>	<b>Schedule</b>
4.1	Recycling Guide English/Spanish versions	<p>The annual Zero Waste Guide (English and Spanish versions) is a comprehensive resource for recycling, reuse and hazardous waste disposal options in Sonoma County. Research and design all pages.</p> <ul style="list-style-type: none"> <li>• Coordinate consultants as needed for illustrations and cover artwork.</li> <li>• Review of publication among stakeholders (e.g., garbage companies, CalRecycle staff, etc.).</li> <li>• Prepare publication for on-line viewing.</li> <li>• Arrange for printing and distribution of extra Guides (approx. 28,000 English and 11,000 Spanish copies).</li> </ul>	\$ 12,400	\$ 46,702	<p>MANDATED -JPA Provide recycling information to all County residents and businesses (Section 4.7.2.1 of the CoIWMP)</p> <p>BOARD DIRECTED (Spanish Guide)</p>	Print Jan 2025
4.2	Eco-Desk phone number 565-3375 (English and Spanish)	<p>Telephone and email response to questions from the public on recycling, disposal and hazardous waste.</p> <ul style="list-style-type: none"> <li>• Listen to messages daily, logs call into the database and returns phone calls/emails within one business day.</li> <li>• Research topics to help foster more opportunities as needed. Information gets recorded in the Access Eco-Desk database.</li> <li>• Prepare annual reports summarizing activity on the English and Spanish Eco-Desk.</li> <li>• Coordinate with Spanish language contractor as needed.</li> </ul>	\$ 5,000	\$ 36,973	<p>MANDATED - JPA Provide recycling information by phone to all County residents and businesses (Section 4.7.2.2 of the CoIWMP)</p>	Daily
4.3	Spanish Language Outreach	<p>A contractor provides outreach to Spanish speaking residents about recycling issues employing community based social marketing strategies including call-in radio, Eco-Desk telephone, events, labor center talks, etc.</p> <ul style="list-style-type: none"> <li>• Manage the contract for services</li> </ul> <p>Provide support for educational materials as needed.</p>	\$ 30,000	\$ 3,043	<p>MANDATED - JPA Provide recycling information in Spanish (Section 4.7.3.4 of the CoIWMP).</p>	New contract needed
4.4	Grants	<p>Apply for educational/outreach grants as they become available.</p>	\$ -	\$ 20,201	<p>MANDATED - JPA Leverage limited Agency resources (Section 4.9.3.2 of the CoIWMP)</p>	As available

**Education (cont.)**

	<b>Program</b>	<b>Program Description</b>	<b>Contractor</b>	<b>Staff</b>	<b>Goal/Justification</b>	<b>Schedule</b>
4.5	Web site www.zerowaste sonoma.gov	Zerowastesonoma.gov is the web site including topics for Agency, HHW, reduce, recycling, business, multifamily, schools, disposal, compost, resources. We have requested resources to make any further improvements, on-going maintenance, plug-in updates and bug fixes. The web site is ADA section 508 compliant <ul style="list-style-type: none"> <li>• Update web site content.</li> <li>• Make online .pdfs ADA compliant</li> <li>• Prepare annual reports on web site activity.</li> </ul>	\$ 9,051	\$ 40,739	MANDATED - JPA Communicate recycling information using the web (Section 4.7.2.3 of the CoIWMP)	Ongoing
4.6	Outreach Partnerships	The Agency provides staff support to the groups engaged in complementary environmental educations (e.g., Climate Action Groups, Carbon Sequestration Coalition, Recology, Schools, Sonoma Green Business Program, Republic Services, Russian River Water Association, Sonoma County Water Agency, GoLocal, BayROC (Bay Area Outreach Coordinators), Goodwill Industries Redwood Empire, Mattress Recycling Council, etc.	\$ -	\$ 31,028	Board Directed/Stragic Plan Pillar	Ongoing
4.7	Food Recovery Education	Provide support to member jurisdictions and the community for implementing CalRecycle’s SB 1383 requirements regarding edible food recovery. Activities may include outreach and education, monitoring compliance, recordkeeping, reporting, and expanding relationships with existing food recovery organizations in the region. Creation and distribution of education materials.	\$ 25,000	\$ 32,993	MANDATED - Required by State Legislation, SB 1383	Ongoing
4.8	Annual Work Plan Report	Annual Reporting of Zero Waste Sonoma's accomplishments and outreach goals.	\$ 300	\$ 7,433	Board Directed	Annual

**Education (cont.)**

	Program	Program Description	Contractor	Staff	Goal/Justification	Schedule
4.9	Fairs	Each year the Agency picks a new outreach theme that responds to current topics. This year's theme will focus on Evolution of Wasting <ul style="list-style-type: none"> <li>• Graphic design and production for outreach materials and promotional giveaways (e.g., backdrop, floor, information panels, brochure holders, etc.)</li> <li>• Coordinate staffing for events</li> <li>• Coordinate fair set up and tear down</li> <li>• Refurbish display materials</li> </ul>	\$ -	\$ 21,530	MANDATED - JPA (Section 4.7.2.9 of the CoIWMP)	Summer and Fall
4.10	Zero Waste Week	Work with industry partners, jurisdictions, and local groups to host zero waste events timed around the Zero Waste Symposium	\$ 10,000	\$ 30,885	Strategic Plan Pillar	Annually
4.11	Social Media On-line Marketing Outreach	Manage on-line marketing options for Agency topic using services such as Twitter, Facebook, and Instagram	\$ 2,500	\$ 27,560	BOARD DIRECTED	Ongoing
4.12	Beverage Container Recycling (Grant funded)	Administer grant funds from the City County Payment Program to increase beverage container recycling.	\$ 118,634	\$ 16,696	BOARD DIRECTED	Ongoing
4.13	Cal Volunteers Grant - Extension & additional funding	Extension granted on Cal Volunteers grant to complete food recovery efforts with CCNB. Additional funding may be available to continue program.	\$ 600,000	\$ 8,149	SB1383	extension expires 9/30/2024
4.14	AB 939 Reporting Requirements	Annual Report writing consists of: <ul style="list-style-type: none"> <li>• Collect and enter data from: the haulers, transfer stations, Central Landfill, out-of-county landfills, large venues/events, HHW program</li> <li>• Update text description of programs.</li> </ul> Submit report to California Department of Resources Recycling and Recovery (CalRecycle)	\$ -	\$ 12,537	MANDATED – AB 939, AB 341, AB 2176 Compliance with State regulations (Section 4.7.2.12 of the CoIWMP)	Annual Report due August 2023 for prior year
4.15	RMDZ	Recycling Market Development Zone Administrator for Sonoma, Mendocino, and Lake counties	\$ 1,000	\$ 9,054	Board Directed	Ongoing
4.16	Ordinance Education/ Enforcement	Provide education to jurisdictions for new ordinances and assist with enforcement. Mailings.		\$ 51,992	Board Directed	Ongoing

4.17	CD&D Implementation and Administration	Provide staffing to jurisdictions for new CD&D ordinance and implement input and administration of Green Halo		\$ 159,266	Board Directed	Ongoing
<b>Education (cont.)</b>						
	<b>Program</b>	<b>Program Description</b>	<b>Contractor</b>	<b>Staff</b>	<b>Goal/Justification</b>	<b>Schedule</b>
4.18	Conferences	Staff attendance and participation at conferences		\$ 22,959	Board Directed	Ongoing
4.19	Reuse / Repair Workshops & Events	Provide repair workshops minigrants in various Sonoma County jurisdictions for residents interested in fixing broken items such as small appliances, electronics, textiles, furniture, bicycles, or other consumer goods. Host Zero Waste Week Repair Fair.	\$ 2,000	\$ 10,717	Strategic Plan Pillar	Quarterly
4.20	Compost Rebate	Manage a regional rebate program for all member jurisdictions to procure compost by proxy, through a “direct service provider”	\$ 150,000	\$ 15,653	Cal Recycle/SB1383	Ongoing
	<b>Total</b>	<b>FY 24-25</b>	<b>\$ 965,885</b>	<b>\$ 606,110</b>		
	Prior Year	FY 23-24	\$ 400,827	\$ 488,788		
<b>General Administration</b>						
	<b>Program</b>	<b>Program Description</b>	<b>Contractor</b>	<b>Staff</b>	<b>Goal/Justification</b>	<b>Schedule</b>
5.1	Agency Meetings	<ul style="list-style-type: none"> <li>• Prepare agendas/packets</li> <li>• Attend meetings</li> <li>• Research and document development</li> <li>• Prepare and file minutes, resolutions agreements</li> </ul>	\$ -	\$ 182,915	MANDATED-JPA	Ongoing
5.2	Program Management	<ul style="list-style-type: none"> <li>• General Administration of Agency programs</li> <li>• Attend meetings, conferances and trainings</li> <li>• Planning</li> <li>• New program development</li> </ul>	\$ -	\$ 81,497	MANDATED-JPA	Ongoing
5.3	ZWS Fin. Mgmt.	<ul style="list-style-type: none"> <li>• Approve invoices/journal vouchers</li> <li>• Prepare financial statements to Board</li> <li>• Prepare budget and facilitate approvals</li> <li>• Respond to audits (internal and external)</li> </ul>		\$ 176,588	MANDATED-JPA	Ongoing
	<b>Total</b>	<b>FY 24-25</b>	<b>\$ -</b>	<b>\$ 441,001</b>		
	Prior Year	FY 23-24	\$ -	\$ 422,057		

### External Projects

	Program	Program Description	Contractor	Staff	Goal/Justification	Schedule
A	AB 939 Local Task Force (LTF-Edu.)	Provide staff support and administrative functions, as needed, to the AB 939 Local Task Force.	\$ -	\$ 17,598	Agency staff has historically provided this service.	Ongoing
B	Annual Stormwater Reporting and Meetings	Provide information annually to be included in the County's National Pollution Discharge Elimination System (NPDES) Phase I and Phase II annual reports for small Municipal Separate Storm Sewer Systems (MS4).	\$ -	\$ 3,691	Agency staff has historically provided this service, as Agency efforts contribute to prevention of storm water pollution in Sonoma County.	Ongoing
C	All Programs	Emergency Response Support to TPW	\$ -	\$ 3,687		
	<b>Total</b>	<b>FY 24-25</b>	\$ -	\$ <b>24,976</b>		
	Prior Year	FY 23-24	\$ -	\$ 26,177		
	<b>Grand total</b>	<b>FY 24-25</b>	\$ <b>10,563,307</b>	\$ <b>1,646,532</b>		
	Prior Year	FY 23-24	\$ 10,769,231	\$ 1,404,625		





Agenda Item #: **10**  
Cost Center: **All**  
Staff Contact: **Collard**  
Agenda Date: **1/18/2024**  
Approved By: **LL**

## **ITEM: Discussion and Possible Action on the Fiscal Year 2024-25 ZWS Draft Budget**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board provide feedback on the FY 24-25 Zero Waste Sonoma Draft Budget with direction to return at the February or March ZWS meeting for final approval.

### **II. BACKGROUND**

The approval of the FY 24-25 Work Plan outlining contractor and staff costs for individual programs and planned projects is the first step in the budget development process. The Board gave staff direction regarding the Work Plan under Agenda Item 5.

The next step in preparing the ZWS's annual budget is the Board's review and approval of a Draft Budget which includes establishing funding guidelines and other parameters necessary to integrate the ZWS's annual budget with the County's budget, accounting, and audit process. The final step is the Board's approval, with a required supermajority vote, of the Final Budget prepared and presented by staff at the February or March Board meeting. The Final Budget takes into consideration any comments, questions or directions resulting from the presentation of the Draft Budget.

### **III. DISCUSSION**

Information for this discussion can be found in the Explanation and Details and History sections of the FY 24-25 Draft Budget.

The FY 24-25 Draft Budget is similar to the FY 23-24 Budget. This draft budget is focused on maintaining core ZWS programs. Program items that have a change of \$10,000 and 5% has been explained in the Explanations and Details attachment.

Overhead administration costs (Executive Director, Administrative Manager, Agency Clerk and shared office expenses) are distributed across all programs based on a percentage split.

Included in this draft budget is an increase to the ZWS surcharge and organics tipping fee. Staff had anticipated increasing the ZWS Fee in the current fiscal year. In February 2021 the staff reported to the Board on a financial strategy for financing of a new HHW facility. At that time, R3 Consulting prepared a fifteen year fee schedule to achieve those goals. The schedule increase for this fiscal year was \$.55/ton. Staff recommends increasing the ZWS Fee \$.92/ton (new rate \$9.52/ton) to stay in line with the proposed scheduled increases, allowing us to make a contribution to the Debt Servicing Reserve Fund, and an additional \$.37/ton for the addition of a new staff position. Staff is requesting an increase of \$7.75/ton to the Organics tipping fee (new rate \$89.75/ton) to cover the annual price increases to organics processing fees. Increases to the operating costs of organics processing has increased and last year the Board approved drawing

down from reserves in the amount of \$540,700 to help slow the rate increases to the rate payers. Last year’s rate increase should have been \$10.25/ton, but drawing down from Reserves allowed the agency to subsidize and smooth the rate increase.

If the Board approves this draft budget with the increased fees, staff will return in February for a fee hearing (with a full fee analysis and impact to rate payers) in order to approve the increases to coincide with Republic’s increases (effective starting April 1, 2024). After approval of the rate increase, staff will present the final budget for approval.

Rate Type	Current ZWS Surcharge Rate FY 23/24	Proposed ZWS Surcharge Rate FY 23/24	Difference
Gate Rate	\$8.60	\$9.52	\$0.92
Organics Tip Fee	\$82.00	\$89.75	\$7.75

**Explanation of Notable Differences Between FY 2024-25 and FY 2025-26**

County of Sonoma

In the past tonnage amounts have increased steadily over the years. The draft budget tries to predict the annual tonnage amounts for projecting revenue from tipping fees and the Agency surcharge. The past two years tonnage has come in under projected amounts. This year’s budget is being proposed based on actual tonnage from FY 22/23 plus 1%.

State Grant Revenue

The auditor’s office has requested we use account 42360 for State Grant Revenue, so you may notice the budget numbers shift to this new account. There was a decrease in this account due to a grants ending.

Operating Transfers

Last year’s budget contained year-end OT cleanup transfers. We are requesting to increase the annual contribution (from \$745,000 to \$900,000) to debt servicing for the HHW facility funding.

Administration Services

This past fiscal year the unions approved increases to staff salaries. We are also requesting the addition of an Administrative Aide position for the administration of the CD&D ordinance.

Hazardous Waste Disposal

In the past, ZWS has reimbursed Mendo Recycle for the Sonoma County residents who participate in their HHW disposal events. Mendo Recycle has suspended their disposal events leaving our residents with no local options for disposal. The increase on this line item will allow for two disposal events in The Sea Ranch. Our last event was very well attended.

Special Department Expense

ZWS has been offering micro grants to the community to increase capacity for waste diversion programs over the past couple of years. We currently are offering micro grants to assist food establishments implement reusable practices, Food Recovery Organizations to increase capacity, and are requesting to add a micro grants to foster communities to host more repair/reuse fairs.

**Conclusion**

This budget reflects the changes needed to implement the programs outlined in the FY24/25 Work Plan. Between all funds, staff estimates a negative net cost (increase to the reserves) of

(\$1,013) for the Fiscal Year. There is a proposed draw down to the Organics Reserves [\$7,409] and Contingency [276,624] fund balances for one-time contingency fund projects. This budget also plans for an increased recommended contribution to the debt servicing reserve fund. Education and HHW core programs are projected to operate within the budget with no draw down to reserves. Staff believes it is a sensible budget which reflects the direction given to staff.

Staff recommends the Board provide feedback on this budget with direction for staff to return at the February or March ZWS meeting for final approval.

#### **IV. ATTACHMENTS**

Draft FY 2024-25 Budget  
Explanations and Details  
History and Fund Balances

**Zero Waste Sonoma  
FY 24-25 Draft Budget Summary**

	Organics 78111	H H W 78104	Ed & Outreach 78110	Organics Res. 78103	Contin. Res. 78109	Unfund Liab 78112	Debt Srv.R	Total All Divisions
<b>REVENUES</b>								
42358	State Other Funding	258,500	117,472	1,936,579	-	-		2,312,551
42601	County of Sonoma	7,886,333	2,781,258	977,199	-	-		11,644,790
44002	Interest on Pooled Cash	-	15,100	-	29,289	48,000	16,000	108,389
46029	Donations/Contributions	-	214,617	69,433	-	-		284,049
47101	Transfers In - w/in Fund	-	-	3,981	-	-	900,000	903,981
<b>TOTAL REVENUES</b>		<b>8,144,833</b>	<b>3,128,447</b>	<b>2,987,192</b>	<b>29,289</b>	<b>48,000</b>	<b>16,000</b>	<b>15,253,760</b>
<b>EXPENDITURES</b>								
51041	Insurance - Liability	10,319	1,916	2,506	-	-		14,742
51071	Maintenance		10,000					10,000
51201	Administration Services	457,633	267,118	681,080	24,318	201,407		1,631,556
51205	Ad/Marketing Svc	25,000	17,500	2,500	-	-		45,000
51206	Accounting/Auditing Service	14,084	2,616	3,420	1,000	1,000	1,000	24,120
51207	Client Accounting Services	25,900	4,810	6,290	-	-		37,000
51212	Legal Services	5,000	2,000	15,000	10,000	20,000		52,000
51213	Engineer Services	-	-	-	-	-		-
51214	Temp Services		-	-				-
51225	Training Services	-	1,600	-	-	-		1,600
51229	Hazardous Waste Disposal		47,000					47,000
51241	Outside Printing			3,500				3,500
51249	Other Professional Services	278,500	85,709	1,915,883	-	-		2,280,092
51401	Rents / Leases - Equipment	2,192	407	532	-	-		3,132
51421	Rents / Leases - Bldg/Land	3,008	15,559	4,480	-	-		23,047
51507	Special Departmental Exp.		105,000					105,000
51803	Other Contract Services	7,236,076	1,612,737	35,000	-	45,000		8,928,813
51805	Sponsorships			5,000				5,000
51901	Telecommunication Data Li	1,080	1,032	11,550	-	-		13,662
51902	Telecommunication Usage	24	24	1,185	-	-		1,233
51904	ISD - Baseline Services	24,334	8,046	16,568	-	-		48,948
51906	ISD - Supplemental Projects	-	-	400	-	-		400
51909	Telecommunication Wirele	900	2,040	6,600	-	-		9,540
51911	Mail Services	250	100	500	-	-		850
51915	ISD - Reprographics Service	-	-	-	-	-		-
51916	County Services	32,347	10,274	11,695	379	217		54,911
51919	EFS Charges	-	-	-	-	-		-
51922	County Car Expense	484	90	118	-	-		692
51923	Unclaimable County Car Ex	-	-	50				50
52091	Memberships/Certification	12,570	8,833	34,016	-	-		55,419
52111	Office Supplies	2,000	2,500	11,920	1,000	1,000		18,420
52114	Freight/Postage	-		10,000				10,000
52115	Subscriptions	6,336	1,177	1,539				9,051
52118	Print Supplies (Zero Waste Gd)			12,400				12,400
52162	Special Departmental Expe	1,400	260	167,840	-	56,000	-	225,500
52163	Professional Development	4,500	13,100	25,620	-	-		43,220
52191	Utilities Expense	-	2,900	-				2,900
<b>SUBTOTAL</b>		<b>8,143,937</b>	<b>2,224,348</b>	<b>2,987,192</b>	<b>36,697</b>	<b>324,624</b>	<b>1,000</b>	<b>13,718,798</b>
<b>OTHER CHARGES</b>								
57011	Transfers Out - within a Fur	-	903,981	-	-	-		903,981
57015	Transfers Out - All Others	-	-	-	-	-		-
<b>SUBTOTAL</b>		<b>-</b>	<b>903,981</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>903,981</b>
<b>TOTAL EXPENDITURES</b>		<b>8,143,937</b>	<b>3,128,329</b>	<b>2,987,192</b>	<b>36,697</b>	<b>324,624</b>	<b>1,000</b>	<b>14,622,779</b>
<b>NET COST</b>		<b>(896)</b>	<b>(118)</b>	<b>0</b>	<b>7,409</b>	<b>276,624</b>	<b>(15,000)</b>	<b>(630,981)</b>

# ZERO WASTE SONOMA

## FY 24-25 DRAFT BUDGET

### EXPLANATIONS AND DETAILS

(for items above \$10,000 with a 5% change)

#### *Organics*

#### REVENUES

##### 42360 – State Grant Revenue

This account is used grant revenues. The SB1383 grant budget was moved into the Education fund accounting for the decrease in revenue.

#### EXPENDITURES - SERVICES AND SUPPLIES

##### 51803 –Other Contract Services

This account is for the hauling and processing of organic materials. The decrease is reflective of the decrease in tons of material

Description	FY 23-24 Budget	FY 24-25 Requested	Change
Processing (Redwood)	\$3,035,160	\$2,671,882	(\$363,278)
Processing (Cold Creek Compost)	\$1,270,959	\$1,417,608	\$146,649
Processing (Napa)	\$445,308	\$469,526	\$4,218
Hauling (Recology)	\$2,680,667	\$2,677,060	(\$6,607)
Total Decrease (3%)	\$7,432,095	\$7,236,076	(\$196,019)

##### 51201 – Administration Services

The increase in costs is reflective of the increase to staff salaries and increased staff hours to programs.

##### 51249 – Other Professional Services

This account is used grant expenditures. The SB1383 grant budget was moved into the Education fund accounting for the decrease in expenditures.

##### 57011 – Transfers Out

Last year's budget included accounting clean-up transfers.

# ZERO WASTE SONOMA

FY 24-25 DRAFT BUDGET

EXPLANATIONS AND DETAILS

(for items above \$10,000 with a 5% change)

## *Household Hazardous Waste*

### REVENUES

#### 42360 – State Grant Revenue

The CalRecycle grant for a solar panel recycling pilot program will be in its final year and using up all remaining funds.

#### 42601 – County of Sonoma

The increase to the Agency surcharge is used to fund HHW and Education programs.

### EXPENDITURES - SERVICES AND SUPPLIES

#### 51201 – Administration Services

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

#### 51229 – Hazardous Waste Disposal

In the past, ZWS has reimbursed Mendo Recycle for the Sonoma County residents who participate in their HHW disposal events. Mendo Recycle has suspended their disposal events leaving our residents with no local options for disposal. The increase on this line item will allow for two disposal events in The Sea Ranch. Our last event was very well attended.

#### 51249 – Other Professional Services

This decrease in this account is due to the decreased expenditures for the solar panel recycling pilot grant.

#### 51507 – Special Department Expense

This line item is used to track expenses for the E-waste program. In the past the e-waste program received rebate checks from the state for eligible material. This revenue was recorded separately and used to offset the cost of recycling. The current contractor collects the rebate funds and credits it to our recycling invoices, so the expenditures for recycling are reduced to reflect this change in accounting.

#### 51803 – Other Contract Services

This account is for the management of the HHW facility operations contract. This includes contractor labor and disposal costs. The current contract is expiring and the contractor is asking for an increase due to large increases in the industry for labor and overhead.

#### 57011 – Transfers Out

ZWS is working with Sonoma County Public Infrastructure (SPI) to provide financing for the building of the new HHW facility. SPI has asked we increase our Debt Servicing budget to \$900,000 per year.

ZERO WASTE SONOMA  
FY 24-25 DRAFT BUDGET  
EXPLANATIONS AND DETAILS  
(for items above \$10,000 with a 5% change)

*Education & Outreach*

REVENUES

42560 – State Grant Revenue

This account reflects revenue for grant funding. The CalWorks grant was received in FY22/23. This budget reflects the final three months of the grant. Staff anticipates another SB1383 Assistance grant to be awarded for \$1,200,000.

42601 – County of Sonoma

The increase to the Agency surcharge is used to fund HHW and Education programs.

EXPENDITURES - SERVICES AND SUPPLIES

51201 – Administration Services

Staff is requesting the addition of a FTE Administrative Aide to administer and input the Green Halo data for the jurisdictions.

51249 – Other Professional Services

This account is used for grant related expenditures. The increase is due to additional grant funds being received.

57011 – Transfers Out

Last year's budget included some accounting clean-up transfers.

*Organics Reserve*

REVENUES

47101 – Transfers In

Last year's budget included accounting clean-up transfers.

EXPENDITURES - SERVICES AND SUPPLIES

57011 – Transfers Out

The Board approved a one time draw down to reserves to offset a fee increase last fiscal year. There is no drawdown requested this year.

*Debt Servicing Reserve*

REVENUES

47101 – Transfers In

Staff is requesting an increase to the debt servicing contribution.

ZERO WASTE SONOMA  
FY 24-25 DRAFT BUDGET  
EXPLANATIONS AND DETAILS  
(for items above \$10,000 with a 5% change)

*Contingency Reserve*

EXPENDITURES - SERVICES AND SUPPLIES

51201 – Administration Services

The increase in costs is reflective of the increase in staff hours for new proposed programs (Textile Recycling Pilot Program, Reuse/Repair fair mini-grant, and increased staff time for the new HHW facility project).

51803 – Other Contract Services

Last year's budget included the feasibility study for the HHW site, this project has been completed resulting in a decrease to contract services.

52162 – Special Departmental Services

This year's budget shows an increase related to the request for new projects (Textile Recycling Pilot Program, Reuse/Repair fair mini-grant, and an additional year for the Food Recovery Organization mini-grant program).



FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY  
Summary

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
42358 State Other Funding	323,080	570,367	840,126	2,352,060	1,152,060			
42360 State Grant Revenue			509,461			<b>2,312,551</b>	(39,509)	-2%
42601 County of Sonoma	8,962,064	9,632,164	10,111,042	10,910,850	10,910,850	<b>11,644,790</b>	733,940	6%
44002 Interest on Pooled Cash	65,394	50,563	159,793	90,106	56,792	<b>108,389</b>	18,283	17%
44050 Unrealized Gains and Losses	(45,119)	(320,191)	(31,614)	0	0	<b>0</b>	0	0%
46029 Donations/Contributions	202,950	234,302	285,339	293,674	293,674	<b>284,049</b>	(9,625)	-3%
46050 Cancelled/Stale Dated Warrants	0	144	163	0	0	<b>0</b>	0	0%
46200 Revenue Appl PY Misc Revenue	7,287	86,336	99,328	0	0	<b>0</b>	0	0%
46210 Refunds	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>9,515,657</b>	<b>10,253,685</b>	<b>11,973,637</b>	<b>13,646,690</b>	<b>12,413,376</b>	<b>14,349,779</b>	<b>703,089</b>	<b>5%</b>
47101 Transfers In - Within a Fund	0	0	745,000	2,332,657	1,285,700	903,981	(1,428,676)	0%
48004 Residual Equity Transfers	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>745,000</b>	<b>2,332,657</b>	<b>1,285,700</b>	<b>903,981</b>	<b>(1,428,676)</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>9,515,657</b>	<b>10,253,685</b>	<b>12,718,637</b>	<b>15,979,347</b>	<b>13,699,076</b>	<b>15,253,760</b>	<b>(725,587)</b>	<b>-5%</b>
<b>EXPENDITURES</b>								
51041 Insurance - Liability	11,632	12,562	13,229	13,500	13,454	<b>14,742</b>	1,242	8%
51071 Maintenance - Bldg	2,241	2,923	2,348	15,000	0	<b>10,000</b>	(5,000)	-50%
51201 Administration Services	1,080,769	1,055,760	1,220,829	1,378,448	1,378,448	<b>1,631,556</b>	253,108	16%
51205 Advertising/Marketing Svc	8,651	15,174	4,443	19,500	19,500	<b>45,000</b>	25,500	57%
51206 Accounting/Auditing Services	18,800	17,000	0	19,000	19,000	<b>24,120</b>	5,120	21%
51207 Client Accounting Services	19,329	22,511	34,880	30,000	30,000	<b>37,000</b>	7,000	19%
51212 Outside Counsel-Legal Advice	46,676	22,186	19,087	54,000	34,000	<b>52,000</b>	(2,000)	-4%
51214 Agency Extra/Temp Help	0	0	0	0	0	<b>0</b>	0	0%
51225 Training Services	783	900	0	1,600	1,600	<b>1,600</b>	0	0%
52119 Hazardous Waste Disposal	27,283	8,567	4,000	30,000	30,000	<b>47,000</b>	17,000	36%
51241 Outside Printing	0	727	4,948	3,500	30,000	<b>3,500</b>	0	0%
51249 Other Professional Services	266,259	481,622	1,349,186	2,300,475	1,100,475	<b>2,280,092</b>	(20,383)	-1%
51401 Rents and Leases - Equipment	2,812	2,568	3,163	3,000	3,000	<b>3,132</b>	132	4%
51421 Rents and Leases - Bldg/Land	4,815	6,435	12,712	21,842	21,842	<b>23,047</b>	1,205	5%
51507 Special Departmental Expense	43,413	117,043	77,025	174,300	174,300	<b>105,000</b>	(69,300)	-66%
51801 Other Services	3,379	7,265	9,734	0	0	<b>0</b>	0	0%
51803 Other Contract Services	7,338,257	7,334,199	7,971,878	9,133,035	9,108,035	<b>8,928,813</b>	(204,222)	-2%
51805 County Sponsorships	0	3,935	4,700	5,000	5,000	<b>5,000</b>	0	0%
51901 Telecommunication Data Lines	7,948	7,989	7,337	16,800	16,800	<b>13,662</b>	(3,138)	-23%
51902 Telecommunication Usage	1,134	1,256	1,198	1,367	1,367	<b>1,233</b>	(134)	-11%
51903 Telecommunication Installation	0	1	0	0	0	<b>0</b>	0	0%
51904 ISD - Baseline Services	36,478	37,445	35,740	40,500	40,500	<b>48,948</b>	8,448	17%
51905 ISD - Improvement Projects	526	42	2,085	0	0	<b>0</b>	0	0%
51906 ISD - Supplemental Projects	150	0	0	0	0	<b>400</b>	400	0%
51907 ISD - Device Modernization	12,242	0	2,037	0	1,938	<b>0</b>	0	0%
51909 Telecommunication Wireless Svc	7,706	8,649	9,751	7,740	7,740	<b>9,540</b>	1,800	19%
51911 Mail Services	9	808	117	850	850	<b>850</b>	0	0%
51912 Records Services	0	1	0	0	0	<b>0</b>	0	0%
51916 County Services	32,285	31,196	7,204	54,911	54,911	<b>54,911</b>	(0)	0%
51922 County Car Expense	1,936	(1,604)	1,364	1,500	1,500	<b>692</b>	(808)	-117%
51923 Unclaimable County Car Expense	7	7	18	50	50	<b>50</b>	0	0%
52091 Memberships/Certifications	10,728	38,720	47,080	52,359	52,359	<b>55,419</b>	3,060	6%
52111 Office Supplies	2,579	17,090	14,677	21,720	21,720	<b>18,420</b>	(3,300)	-18%
52114 Freight/Postage	11,063	3,037	1,733	15,000	15,000	<b>10,000</b>	(5,000)	-50%
52115 Subscriptions (web)	4,920	7,263	5,547	925	925	<b>9,051</b>	8,126	90%
52118 Printing and Binding Supplies	1,542	5,311	11,228	6,400	6,400	<b>12,400</b>	6,000	48%
52162 Special Departmental Expense	7,281	134,069	26,362	209,440	209,440	<b>225,500</b>	16,060	7%
52163 Professional Development	1,039	12,088	37,650	41,020	43,520	<b>43,220</b>	2,200	5%
52191 Utilities	2,575	2,630	2,798	6,132	6,132	<b>2,900</b>	(3,232)	-111%
53402 Depreciation Expense	8,692	8,692	5,167	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>9,025,941</b>	<b>9,426,067</b>	<b>10,951,258</b>	<b>13,678,914</b>	<b>12,449,806</b>	<b>13,718,797</b>	<b>39,883</b>	<b>0%</b>
57011 Transfers Out - Within a Fund	0	0	745,000	2,332,657	1,654,052	903,981	(1,428,676)	-158%
57015 Transfers Out - All Others	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>745,000</b>	<b>2,332,657</b>	<b>0</b>	<b>903,981</b>	<b>(1,428,676)</b>	<b>0%</b>
<b>TOTAL EXPENDITURES</b>	<b>9,025,941</b>	<b>9,426,067</b>	<b>11,696,258</b>	<b>16,011,571</b>	<b>12,449,806</b>	<b>14,622,778</b>	<b>(1,388,793)</b>	<b>-9%</b>
<b>NET COST</b>	<b>(489,716)</b>	<b>(827,618)</b>	<b>(1,022,379)</b>	<b>32,224</b>	<b>164,109</b>	<b>(630,982)</b>		
<b>ROUNDING ERROR</b>				<b>2</b>	<b>2</b>			
<b>FUND BALANCE</b>								
Beginning Fund Balance	8,576,817	6,883,992	8,781,820		8,781,820	<b>8,617,711</b>		
Ending Fund Balance	6,883,992	8,781,820	10,939,086		8,617,711	<b>9,248,693</b>		

FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Organics 78111

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
42601 County of Sonoma	6,658,704	7,004,421	6,937,009	7,396,236	7,396,236	<b>7,886,333</b>	490,097	6%
42358 State Other Funding	0	347,929	60,926	818,500	818,500			
42360 State Grant Revenue			147,156			<b>258,500</b>	(560,000)	-217%
44002 Interest on Pooled Cash	0	0		0	0	<b>0</b>	0	0%
44050 Unrealized Gains and Losses	920	(50,354)	(7,118)	0	0	<b>0</b>	0	0%
46029 Donations/Contributions	0	0		0	0	<b>0</b>	0	0%
46210 Refunds	0	0		0	0	<b>0</b>	0	0%
46200 PY Revenue - Miscellaneous	870	67,569	(64,033)	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>6,660,494</b>	<b>7,369,565</b>	<b>7,073,940</b>	<b>8,214,736</b>	<b>8,214,736</b>	<b>8,144,833</b>	<b>(69,904)</b>	<b>-1%</b>
47101 OT-Within Enterprise	0	65,000	0	540,700	540,700	<b>0</b>	(540,700)	0%
48004 Residual Equity Transfers	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>65,000</b>	<b>0</b>	<b>540,700</b>	<b>540,700</b>	<b>0</b>	<b>(540,700)</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>6,660,494</b>	<b>7,434,565</b>	<b>7,073,940</b>	<b>8,755,436</b>	<b>8,755,436</b>	<b>8,144,833</b>	<b>(610,604)</b>	<b>-7%</b>
<b>EXPENDITURES</b>								
51041 Insurance - Liability	1,338	8,542	8,995	9,180	9,180	<b>10,319</b>	1,139	11%
51201 Administration Services	176,754	357,149	346,909	401,704	401,704	<b>457,633</b>	55,930	12%
51205 Advertising/Marketing Svc	0	0	0	0	0	<b>25,000</b>	25,000	0%
51206 Accounting/Auditing Services	6,000	10,200	0	10,200	10,200	<b>14,084</b>	3,884	28%
51207 Client Accounting Services	2,223	15,308	23,718	20,400	20,400	<b>25,900</b>	5,500	21%
51212 Outside Counsel-Legal Advice	12,887	5,555	308	5,000	5,000	<b>5,000</b>	0	0%
51241 Outside Printing			2,295					
51249 Other Professional Services	0	282,706	100,738	798,500	798,500	<b>278,500</b>	(520,000)	-187%
51401 Rents and Leases - Equipment	323	1,746	2,151	2,040	2,040	<b>2,192</b>	152	7%
51421 Rents and Leases - Bldg/Land	373	2,679	2,500	2,783	2,783	<b>3,008</b>	225	7%
51801 Other Services	2,036	0		0	0	<b>0</b>	0	0%
51803 Other Contract Services	6,071,239	6,026,176	6,654,907	7,432,095	7,432,095	<b>7,236,076</b>	(196,019)	-3%
51805 County Sponsorships			450			<b>0</b>		
51901 Telecommunication Data Lines	1,956	1,630	978	2,100	2,100	<b>1,080</b>	(1,020)	-94%
51902 Telecommunication Usage	17	57	3	26	26	<b>24</b>	(2)	-8%
51903 Telecommunication Installation	0	0	0	0	0	<b>0</b>	0	0%
51904 ISD - Baseline Services	13,678	21,320	11,483	20,088	20,088	<b>24,334</b>	4,246	17%
51907 ISD - Device Modernization	7,573	0	0	0	0	<b>0</b>	0	0%
51909 Telecommunication Wireless Svc	0	0	996	0	0	<b>900</b>	900	100%
51911 Mail Services	0	0	20	250	250	<b>250</b>	0	0%
51916 County Services	4,276	17,400	1,182	31,433	31,433	<b>32,347</b>	913	3%
51922 County Car Expense	223	3,848	831	1,020	1,020	<b>484</b>	(536)	-111%
52091 Memberships/Certifications	805	12,065	11,925	12,510	12,510	<b>12,570</b>	60	0%
52111 Office Supplies	695	11,593	17	2,000	2,000	<b>2,000</b>	0	0%
52114 Freight/Postage	10,134	0	0	0	0	<b>0</b>	0	0%
52115 Subscriptions (Web)	0	0	3,772	629	629	<b>6,336</b>	5,707	90%
52162 Special Departmental Expense	0	0	0	979	979	<b>1,400</b>	421	30%
52163 Professional Development	0	2,666	5,252	2,500	5,000	<b>4,500</b>	2,000	44%
52191 Utilities	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>6,312,528</b>	<b>6,780,639</b>	<b>7,179,429</b>	<b>8,755,436</b>	<b>8,757,936</b>	<b>8,143,937</b>	<b>(611,500)</b>	<b>-8%</b>
57011 Transfers Out - Within a Fund	0	0	0	455,756	455,756	<b>0</b>	(455,756)	0%
57015 Transfers Out - All Others	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>455,756</b>	<b>455,756</b>	<b>0</b>	<b>(455,756)</b>	<b>0%</b>
<b>TOTAL EXPENDITURES</b>	<b>6,312,528</b>	<b>6,780,639</b>	<b>7,179,429</b>	<b>9,211,192</b>	<b>9,213,692</b>	<b>8,143,937</b>	<b>(1,067,256)</b>	<b>-13%</b>
<b>NET COST</b>	<b>(347,966)</b>	<b>(653,926)</b>	<b>105,489</b>	<b>455,756</b>	<b>458,256</b>	<b>(896)</b>		
<b>FUND BALANCE</b>								
Beginning Fund Balance	1,452,606	1,799,299	2,454,498		2,349,008	<b>1,319,613</b>	1,966,359	645,850
Ending Fund Balance	1,799,299	2,454,498	2,349,008		1,319,613	<b>1,320,509</b>		

FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Household Hazardous Waste 78104

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
42358 State Other Funding	133,234	82,563	98,300	186,560	186,560			
42360 State Grant Revenue			0			117,472	(69,088)	-59%
42601 County of Sonoma	1,785,104	2,036,501	2,388,460	2,644,747	2,644,747	2,781,258	136,511	5%
44002 Interest on Pooled Cash	16,052	9,788	15,113	9,414	9,414	15,100	5,686	38%
44050 Unrealized Gains and Losses	(11,949)	(32,692)	(25,044)	0	0	0	0	0%
46029 Donations/Contributions	161,389	185,416	218,878	221,980	221,980	214,617	(7,364)	-3%
46050 Cancelled/Stale Dated Warrants	0	0	0	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	5,198	18,767	127,057	0	0	0	0	0%
46210 Refunds	0	0	0	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>2,089,028</b>	<b>2,300,343</b>	<b>2,822,764</b>	<b>3,062,701</b>	<b>3,062,701</b>	<b>3,128,447</b>	<b>65,746</b>	<b>2%</b>
47101 Transfers In - Within a Fund	0	0	0	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>2,089,028</b>	<b>2,300,343</b>	<b>2,822,764</b>	<b>3,062,701</b>	<b>3,062,701</b>	<b>3,128,447</b>	<b>65,746</b>	<b>2%</b>
<b>EXPENDITURES</b>								
51041 Insurance - Liability	7,677	2,261	1,984	2,025	2,025	1,916	(109)	-6%
51071 Maintenance - Bldg	2,241	2,923	2,348	15,000	5,000	10,000	(5,000)	-50%
51201 Administration Services	447,426	263,402	299,866	280,866	280,866	267,118	(13,748)	-5%
51205 Advertising/Marketing Svc	8,136	15,051	4,346	17,000	17,000	17,500	500	3%
51206 Accounting/Auditing Services	7,000	2,700	0	2,250	2,250	2,616	366	14%
51207 Client Accounting Services	12,757	4,052	5,930	4,500	4,500	4,810	310	6%
51212 Outside Counsel - Legal Advice	1,887	3,536	2,339	4,000	4,000	2,000	(2,000)	-100%
51214 Agency Extra/Temp Help	0	0	0	0	0	0	0	0%
51225 Training Services	533	900	0	1,600	1,600	1,600	0	0%
51229 Hazardous Waste Disposal	27,283	8,567	4,000	30,000	30,000	47,000	17,000	36%
51241 Outside Printing			318					
51249 Other Professional Services	115,600	63,367	92,822	176,548	176,548	85,709	(90,839)	-106%
51401 Rents and Leases - Equipment	1,856	359	474	450	450	407	(43)	-11%
51421 Rents and Leases - Bldg/Land	1,753	3,047	6,206	14,613	14,613	15,559	946	6%
51507 Special Departmental Expense	43,413	117,043	77,025	174,300	174,300	105,000	(69,300)	-66%
51801 Other Services	343	0	2,314	0	0	0	0	0%
51803 Other Contract Services	1,239,488	1,239,720	1,206,174	1,535,940	1,535,940	1,612,737	76,797	5%
51901 Telecommunication Data Lines	489	734	978	3,150	3,150	1,032	(2,118)	-205%
51902 Telecommunication Usage	8	4	4	156	156	24	(132)	-550%
51903 Telecom Installation								
51904 ISD - Baseline Services	18,443	8,589	5,583	8,640	8,640	8,046	(594)	-7%
51907 ISD - Device Modernization Pro	2,474	0	0	0	0	0	0	0%
51909 Telecommunication Wireless Svc	1,851	2,746	1,946	2,040	2,040	2,040	0	0%
51911 Mail Services	8	11	13	100	100	100	0	0%
51916 County Services	19,270	7,164	2,795	11,187	11,187	10,274	(913)	-9%
51922 County Car Expense	1,278	792	183	225	225	90	(135)	-150%
52091 Memberships/Certifications	4,650	4,850	4,850	6,333	6,333	8,833	2,500	28%
52111 Office Supplies	139	1,305	1,083	2,500	2,500	2,500	0	0%
52115 Subscriptions (Web)	0	0	832	139	139	1,177	1,038	88%
52162 Special Departmental Expense	0	0	0	216	216	260	44	17%
52163 Professional Development	658	2,810	5,271	10,900	10,900	13,100	2,200	17%
52191 Utilities	2,575	2,630	2,798	6,132	6,132	2,900	(3,232)	-111%
<b>SUBTOTAL</b>	<b>1,969,238</b>	<b>1,758,562</b>	<b>1,732,484</b>	<b>2,310,810</b>	<b>2,300,810</b>	<b>2,224,348</b>	<b>(86,462)</b>	<b>-4%</b>
57011 Transfers Out - Within a Fund	0	1,679,427	745,000	1,198,296	1,198,296	903,981	(294,315)	-33%
57015 Transfers Out - All Others	0	0	0	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>1,679,427</b>	<b>745,000</b>	<b>1,198,296</b>	<b>1,198,296</b>	<b>903,981</b>	<b>(294,315)</b>	<b>-33%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,969,238</b>	<b>3,437,989</b>	<b>2,477,484</b>	<b>3,509,106</b>	<b>3,499,106</b>	<b>3,128,329</b>	<b>(380,777)</b>	<b>-12%</b>
<b>NET COST</b>	<b>(119,790)</b>	<b>1,137,646</b>	<b>(345,281)</b>	<b>446,405</b>	<b>436,405</b>	<b>(118)</b>		
<b>FUND BALANCE</b>								
Beginning Fund Balance	1,652,088	1,334,976	634,232		634,232	634,462	534,660	(99,920)
Ending Fund Balance	1,334,976	634,232	979,513		634,462	634,580		

FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Education and Outreach 78110

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
42358 State Other Funding	189,847	139,876	680,899	1,347,000	147,000			
42360 State Grant Revenue			362,305			<b>1,936,579</b>	589,579	30%
42601 County of Sonoma	518,256	591,242	785,573	869,867	869,867	<b>977,199</b>	107,332	11%
44002 Interest on Pooled Cash	0	0	0	0	0	0	0	0%
44050 Unrealized Gains and Losses	(4,313)	(13,238)	8,056	0	0	0	0	0%
46029 Donations/Contributions	41,560	48,885	66,461	71,694	71,694	<b>69,433</b>	(2,261)	-3%
46050 Cancelled/Stale Dated Warrants	0	144	163	0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	1,219	0	36,304	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>746,569</b>	<b>766,909</b>	<b>1,939,761</b>	<b>2,288,561</b>	<b>1,088,561</b>	<b>2,983,211</b>	<b>694,650</b>	<b>23%</b>
47101 Transfers In - Within a Fund	0	0	0	0	0	<b>3,981</b>	3,981	0%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,981</b>	<b>3,981</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>746,569</b>	<b>766,909</b>	<b>1,939,761</b>	<b>2,288,561</b>	<b>1,088,561</b>	<b>2,987,192</b>	<b>698,631</b>	<b>23%</b>
<b>EXPENDITURES</b>								
51041 Insurance - Liability	2,617	1,759	2,249	2,295	2,249	<b>2,506</b>	211	8%
51201 Administration Services	388,063	350,203	564,483	560,538	560,538	<b>681,080</b>	120,542	18%
51205 Advertising/Marketing Svc	515	123	97	2,500	2,500	<b>2,500</b>	0	0%
51206 Accounting/Auditing Services	3,500	2,100	0	2,550	2,550	<b>3,420</b>	870	25%
51207 Client Accounting Services	4,349	3,152	5,232	5,100	5,100	<b>6,290</b>	1,190	19%
51212 Outside Counsel - Legal Advice	17,119	9,087	7,960	15,000	15,000	<b>15,000</b>	0	0%
51214 Agency Extra/Temp Help	0	0	0	0	0	0	0	0%
51225 Training Services	250	0	0	0	0	0	0	0%
51241 Outside Printing	0	727	2,335	3,500	30,000	<b>3,500</b>	0	0%
51249 Other Professional Services	150,659	135,549	1,155,626	1,325,427	125,427	<b>1,915,883</b>	590,456	31%
51401 Rents and Leases - Equipment	633	462	538	510	510	<b>532</b>	22	4%
51421 Rents and Leases - Bldg/Land	2,689	709	4,006	4,446	4,446	<b>4,480</b>	34	1%
51801 Other Services	1,000	0	524	0	0	0	0	0%
51803 Other Contract Services	2,785	30,000	37,443	40,000	40,000	<b>35,000</b>	(5,000)	-14%
51805 County Sponsorships	0	3,935	4,250	5,000	5,000	<b>5,000</b>	0	0%
51901 Telecommunication Data Lines	5,503	5,625	5,380	11,550	11,550	<b>11,550</b>	0	0%
51902 Telecommunication Usage	1,110	1,194	1,192	1,185	1,185	<b>1,185</b>	0	0%
51903 Telecommunication Installation	0	0	0	0	0	0	0	0%
51904 ISD - Baseline Services	4,357	7,536	18,674	11,772	11,772	<b>16,568</b>	4,796	29%
51905 ISD - Improvement Projects	526	42	405	0	0	0	0	0%
51906 ISD - Supplemental Projects	150	0	0	0	0	<b>400</b>	400	0%
51907 ISD - Device Modernization	2,195	0	2,037	0	1,938	0	0	0%
51909 Telecommunication Wireless Svc	5,854	5,903	6,809	5,700	5,700	<b>6,600</b>	900	14%
51911 Mail Services	1	797	84	500	500	<b>500</b>	0	0%
51912 Records Services	0	0	0	0	0	0	0	0%
51916 County Services	8,065	6,085	2,626	11,695	11,695	<b>11,695</b>	(0)	0%
51922 County Car Expense	436	(6,244)	350	255	255	<b>118</b>	(137)	-117%
51923 Unclaimable County Car Expense	7	7	18	50	50	<b>50</b>	0	0%
52091 Memberships/Certifications	5,273	21,805	30,305	33,516	33,516	<b>34,016</b>	500	1%
52111 Office Supplies	1,745	4,193	5,094	15,220	15,220	<b>11,920</b>	(3,300)	-28%
52114 Freight/Postage	929	3,037	1,733	15,000	15,000	<b>10,000</b>	(5,000)	-50%
52115 Subscriptions (web)	4,920	7,263	943	157	157	<b>1,539</b>	1,382	90%
52118 Printing and Binding Supplies	1,542	5,311	11,228	6,400	6,400	<b>12,400</b>	6,000	48%
52162 Special Departmental Expense	0	750	1,000	168,245	168,245	<b>167,840</b>	(405)	0%
52163 Professional Development	381	6,612	27,128	27,620	27,620	<b>25,620</b>	(2,000)	-8%
52191 Utilities	0	0	0	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>617,173</b>	<b>607,720</b>	<b>1,899,749</b>	<b>2,275,731</b>	<b>1,104,123</b>	<b>2,987,191</b>	<b>711,460</b>	<b>24%</b>
57011 Transfers Out - Within a Fund	0	622,901	0	137,905	0	0	(137,905)	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>622,901</b>	<b>0</b>	<b>137,905</b>	<b>0</b>	<b>0</b>	<b>(137,905)</b>	<b>0%</b>
<b>TOTAL EXPENDITURES</b>	<b>617,173</b>	<b>1,230,621</b>	<b>1,899,749</b>	<b>1,068,560</b>	<b>1,104,123</b>	<b>2,987,191</b>	<b>1,918,632</b>	<b>64%</b>
<b>NET COST</b>	<b>(129,396)</b>	<b>463,712</b>	<b>(40,012)</b>	<b>1,236</b>	<b>15,562</b>	<b>(0)</b>		
<b>FUND BALANCE</b>								
Beginning Fund Balance	577,587	711,026	243,271		243,271	<b>254,865</b>	FB Goal 90,534	Difference (164,331)
Ending Fund Balance	711,026	243,271	283,283		254,865	<b>254,865</b>		

FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Organics Reserve 78103

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
44002 Interest on Pooled Cash	29,306	22,769	68,579	29,289	22,307	<b>29,289</b>	(0)	0%
44050 Unrealized Gains and Losses	(13,968)	(77,618)	(477)	0	0	<b>0</b>	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>15,339</b>	<b>(54,850)</b>	<b>68,102</b>	<b>29,289</b>	<b>22,307</b>	<b>29,289</b>	<b>(0)</b>	<b>0%</b>
47101 Transfers In - Within a Fund	0	0	0	455,756	0	<b>0</b>	(455,756)	0%
48004 Residual Equity Transfers	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>455,756</b>	<b>0</b>	<b>0</b>	<b>(455,756)</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>15,339</b>	<b>(54,850)</b>	<b>68,102</b>	<b>485,045</b>	<b>22,307</b>	<b>29,289</b>	<b>(455,756)</b>	<b>-1556%</b>
<b>EXPENDITURES</b>								
51201 Administration Services	25,395	31,271	0	29,289	29,289	<b>24,318</b>	(4,971)	-20%
51206 Accounting/Auditing Services	1,000	1,000	0	1,000	1,000	<b>1,000</b>	0	0%
51212 Outside Counsel - Legal Advice	13,181	4,009	0	10,000	5,000	<b>10,000</b>	0	0%
51801 Other Services	0	0	0		0	<b>0</b>	0	0%
51803 Other Contract Services	0	0	0		0	<b>0</b>	0	0%
51911 Mail Services	0	0	0		0	<b>0</b>	0	0%
51916 County Services	116	274	188	379	379	<b>379</b>	0	0%
52111 Office Supplies	0	0	0	1,000	1,000	<b>1,000</b>	0	0%
52162 Special Departmental Expense	0	0	0	0	0	<b>0</b>	0	0%
52163 Professional Development	0	0	0	0	0	<b>0</b>	0	0%
53610 Other Charges	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>39,692</b>	<b>36,554</b>	<b>188</b>	<b>41,668</b>	<b>36,668</b>	<b>36,697</b>	<b>(4,971)</b>	<b>-14%</b>
57011 Transfers Out - Within a Fund	0	0	0	540,700	0	<b>0</b>	(540,700)	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>582,368</b>	<b>0</b>	<b>0</b>	<b>(582,368)</b>	<b>0%</b>
<b>TOTAL EXPENDITURES</b>	<b>39,692</b>	<b>36,554</b>	<b>188</b>	<b>624,036</b>	<b>36,668</b>	<b>36,697</b>	<b>(587,339)</b>	<b>-1600%</b>
<b>NET COST</b>	<b>24,353</b>	<b>91,403</b>	<b>(67,914)</b>	<b>138,991</b>	<b>14,361</b>	<b>7,409</b>		
<b>FUND BALANCE</b>								
Beginning Fund Balance	2,289,031	2,277,971	2,173,275		2,173,275	<b>1,904,814</b>	1,966,359	68,954
Ending Fund Balance	2,277,971	2,173,275	2,241,189		1,904,814	<b>1,897,405</b>		

FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Contingency Reserve 78109

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
44002 Interest on Pooled Cash	14,882	13,247	52,186	41,565	18,485	<b>48,000</b>	6,435	13%
44050 Unrealized Gains and Losses	(11,769)	(108,218)	3,876	0		<b>0</b>	0	0%
46029 Donations/Contributions	0	0	0	0		<b>0</b>	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0		<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>3,113</b>	<b>(94,971)</b>	<b>56,062</b>	<b>41,565</b>	<b>18,485</b>	<b>48,000</b>	<b>6,435</b>	<b>13%</b>
47101 Transfers In - Within a Fund	0	1,988,858	0	591,201	0	<b>0</b>	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>1,988,858</b>	<b>0</b>	<b>591,201</b>	<b>0</b>	<b>0</b>	<b>(591,201)</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>3,113</b>	<b>1,893,887</b>	<b>56,062</b>	<b>632,766</b>	<b>18,485</b>	<b>48,000</b>	<b>(584,766)</b>	<b>-1218%</b>
<b>EXPENDITURES</b>								
51201 Administration Services	43,133	53,736	9,571	106,051	106,051	<b>201,407</b>	95,356	47%
51205 Advertising/Marketing Svc	0	0	0		0	<b>0</b>	0	0%
51206 Accounting/Auditing Services	1,300	1,000	0	1,000	1,000	<b>1,000</b>	0	0%
51212 Outside Counsel - Legal Advice	1,603	0	8,480	20,000	5,000	<b>20,000</b>	0	0%
51249 Other Professional Services	0	0			0	<b>0</b>	0	0%
51801 Other Services	0	7,265	6,896		0	<b>0</b>	0	0%
51803 Other Contract Services	24,745	38,303	73,354	125,000	100,000	<b>45,000</b>	(80,000)	-178%
51905 ISD - Improvement Projects			1,680			<b>0</b>	0	
51915 ISD - Reprographics Services						<b>0</b>	0	
51916 County Services	558	274	413	217	217	<b>217</b>	0	0%
52111 Office Supplies	0	0	8,482	1,000	1,000	<b>1,000</b>	0	0%
52162 Special Departmental Expense	7,281	133,319	25,362	40,000	40,000	<b>56,000</b>	16,000	29%
52163 Professional Development		0	0			<b>0</b>	0	0%
53402 Depreciation Expense	8,692	8,692	5,167			<b>0</b>	0	
<b>SUBTOTAL</b>	<b>87,311</b>	<b>242,589</b>	<b>139,406</b>	<b>293,268</b>	<b>253,268</b>	<b>324,624</b>	<b>31,356</b>	<b>10%</b>
57011 Transfers Out - Within a Fund	0	496,530	0	0	0	<b>0</b>	0	
57015 Transfers Out - All Others	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>496,530</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TOTAL EXPENDITURES</b>	<b>87,311</b>	<b>739,119</b>	<b>139,406</b>	<b>293,268</b>	<b>253,268</b>	<b>324,624</b>	<b>31,356</b>	<b>10%</b>
<b>NET COST</b>	<b>84,197</b>	<b>(1,154,769)</b>	<b>83,344</b>	<b>270,831</b>	<b>234,783</b>	<b>276,624</b>		
<b>FUND BALANCE</b>							FB Goal	Difference
Beginning Fund Balance	1,936,993	1,886,552	3,030,115		3,030,115	<b>1,019,398</b>	927,127	184,353
Ending Fund Balance	1,886,552	3,030,115	2,946,771		1,019,398	<b>742,774</b>		

FY 24-25 DRAFT BUDGET  
ZERO WASTE SONOMA  
REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Unfunded Pension Liability Reserve 78112

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	<b>Requested FY 24-25</b>	Difference	% Change
<b>REVENUES</b>								
44002 Interest on Pooled Cash	5,154	3,838	11,353	9,838	6,586	<b>16,000</b>	6,162	39%
44050 Unrealized Gains and Losses	(4,041)	(23,108)	(29)	0	0	<b>0</b>	0	0%
46029 Donations/Contributions	0	0	0	0	0	<b>0</b>	0	0%
46200 Revenue Appl PY Misc Revenue	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>1,114</b>	<b>(19,271)</b>	<b>11,324</b>	<b>9,838</b>	<b>6,586</b>	<b>16,000</b>	<b>6,162</b>	<b>39%</b>
47101 Transfers In - Within a Fund	0	0	0	0	0	<b>0</b>	0	0%
48004 Residual Equity Transfers	0	0	0	0	0	<b>0</b>	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>1,114</b>	<b>(19,271)</b>	<b>11,324</b>	<b>9,838</b>	<b>6,586</b>	<b>16,000</b>	<b>6,162</b>	<b>39%</b>
<b>EXPENDITURES</b>								
51206 Accounting/Auditing Services	0	0	0	1,000	1,000	<b>1,000</b>	0	0%
<b>SUBTOTAL</b>				<b>1,000</b>	<b>1,000</b>	<b>1,000</b>		
57011 Transfers Out - Within a Fund								
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>	<b>0%</b>
<b>NET COST</b>	<b>(1,114)</b>	<b>19,271</b>	<b>(11,324)</b>	<b>(8,838)</b>	<b>(5,586)</b>	<b>(15,000)</b>	<b>(6,162)</b>	
<b>FUND BALANCE</b>								
Beginning Fund Balance	668,512	673,467	650,355		650,355	<b>655,941</b>		
Ending Fund Balance	673,467	650,355	661,679		655,941	<b>670,941</b>		

FY 24-25 DRAFT BUDGET  
 ZERO WASTE SONOMA  
 REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

Debt Services Reserve 78113

	Actual FY 20-21	Actual FY 21-22	Actual FY 22-23	Budgeted FY 23-24	Estimated FY 23-24	Requested FY 24-25	Difference	% Change
<b>REVENUES</b>								
44002 Interest on Pooled Cash	0	921	12,562	0	0	0	0	0%
44050 Unrealized Gains and Losses	0	(14,962)	(10,878)	0	0	0	0	0%
46029 Donations/Contributions	0	0		0	0	0	0	0%
46200 Revenue Appl PY Misc Revenue	0	0		0	0	0	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>(14,041)</b>	<b>1,684</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
47101 Transfers In - Within a Fund	0	745,000	745,000	745,000	745,000	900,000	155,000	17%
48004 Residual Equity Transfers	0	0	0	0	0	0	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>745,000</b>	<b>745,000</b>	<b>745,000</b>	<b>745,000</b>	<b>900,000</b>	<b>155,000</b>	<b>0%</b>
<b>TOTAL REVENUES</b>	<b>0</b>	<b>730,959</b>	<b>746,684</b>	<b>745,000</b>	<b>745,000</b>	<b>900,000</b>	<b>155,000</b>	<b>17%</b>
<b>EXPENDITURES</b>								
51206 Accounting/Auditing Services	0	0	0	1,000	1,000	1,000	0	0%
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>	<b>0%</b>
57011 Transfers Out - Within a Fund								
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>	<b>0%</b>
<b>NET COST</b>	<b>0</b>	<b>(730,959)</b>	<b>(746,684)</b>	<b>(744,000)</b>	<b>(744,000)</b>	<b>(899,000)</b>	<b>(155,000)</b>	
<b>FUND BALANCE</b>								
Beginning Fund Balance			730,959		730,959	719,959		
Ending Fund Balance		730,959	1,477,643		719,959	1,618,959		





Agenda Item #: 11  
Cost Center: Education  
Staff Contact: Sales  
Agenda Date: 1/18/24  
Approved By: LL

## **ITEM: CalVolunteers Grant Progress Report and Presentation**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

No action required. Staff recommends the Board receive the presentation.

### **II. BACKGROUND**

CA state law Short-lived Climate Pollutants (SB 1383) regulations require that jurisdictions manage a local food recovery program and, if necessary, expand capacity and infrastructure. Anecdotally, staff received feedback from local food recovery and distribution organizations that transportation of food and the associated labor were often limiting factors in the amount of food they could rescue.

Staff applied for the CalVolunteers Workforce Development grant program in February 2022. Staff partnered with the Conservation Corps North Bay (CCNB) because CCNB is a workforce development program with a focus on zero waste.

ZWS was awarded \$2,516,260.07 in July 2022 for a grant period ending May 1, 2024. Staff later requested and received a grant extension. The grant program will conclude on September 30, 2024.

### **III. DISCUSSION**

Zero Waste Sonoma partnered with subgrantee CCNB on this grant, with the original goal of providing 84 Program Fellows with training and career development in the fields of food recovery and collection and disposal of hazardous and illegally dumped materials. We have exceeded that goal by providing training to 143 Program Fellows so far, totaling more than 42,000 hours of in the focus areas of food insecurity and climate change.

The CalVolunteers grant represents another funding source to support SB 1383 compliance. ZWS previously purchased a refrigerated truck for CCNB under a CalRecycle grant, CCNB Corps members was able to utilize this truck to conduct grocery rescues and staff donation routes on behalf of the local food bank, Redwood Empire.

For the first year of the grant, July 2022 – July 2023, the primary focus was on landfill diversion and the safe recovery and collection of hazardous materials. Program Fellows during this period received HAZWOPER40, OSHA10, and forklift certifications, among others. Additionally, ZWS and CCNB staff worked to recruit SB 1383 Tier 1 and Tier 2 Generators to

sign up for the free food rescue service provided by CCNB under this grant. In addition, ZWS and CCNB staff continued to work with the existing food recovery and distribution organizations operating in the county. Attending food recovery forums and meetings allowed ZWS to better understand where CCNB could plug capacity gaps in the current food recovery landscape and work with other organizations like the food bank to strengthen the County-wide network of food recovery.

During the second grant year, August 2023 – present, the food recovery efforts have ramped up, as CCNB has been able to sign contracts with more Edible Food Generators (EFGs) and expand positive relationships with Food Recovery Organizations (FROs). CCNB Corps members have also received additional training on food recovery best practices from FROs, training on using the Careit software to schedule and track food recovery runs, and training in Justice, Equity, Diversity, and Inclusion programs. CCNB Corps members continue to receive crucial food safety training, including earning Food Handler Certificates, under this grant.

CCNB has expanded its food recovery partnerships with local school districts including Windsor USD and Sonoma Valley USD. CCNB crews are currently making food recovery runs four times a week; these runs last from about 7:30am – 2:30pm. In addition, CCNB crews are available to provide on-call collection to EFGs that have less frequent donations.

Since August 2023, CCNB crews have conducted 577 food recovery runs, totaling 128,875 pounds of excess edible food rescued and donated to hungry people. To supplement the increase in recovery, CCNB has leased a second refrigerated truck to ensure transportation needs are met.

While the current CalVolunteers grant expires on September 30, 2024, ZWS and CCNB staff are applying for a second round of grant funding. The application for this funding is due February 2, 2024. If awarded, the second round of CalVolunteers funding would allow us to keep the CCNB food recovery service free to EFGs. It would also expand the capacity of food recovery in the county, as CCNB would be able to provide transportation and labor to supplement the food bank. The second-round term expires on December 31, 2025.

#### **IV. FUNDING IMPACT**

As this is an informational presentation, there are no funding impacts at this time.

#### **V. ATTACHMENTS**

Powerpoint Presentation: CalVolunteers Grant Progress Report



# CALVOLUNTEERS GRANT PROGRESS REPORT

JANUARY 18, 2024

KRISTEN SALES

# California Chief Service Officer Fryday, Zero Waste Sonoma and Conservation Corps North Bay Highlight Historic Youth Investment in Sonoma County

*\$2.5 million #CaliforniansForAll Youth Jobs Corps investment to help youth gain real-world work experience and uplift their community*



# CALVOLUNTEERS WORKPLACE DEVELOPMENT GRANT

- Application submitted February 2022
- Awarded \$2.5 million in June 2022
- Grant partner: Conservation Corps North Bay (CCNB)
- Project focus: edible food recovery (SB 1383 compliance), cleanup of illegal dumping, landfill diversion, zero waste programs



# GRANT TIMELINE



- Grant Term: June 22, 2022 – May 1, 2024
  - Extension: September 30, 2024
- August 2022: Kick-off event with CCNB and CalVolunteers
- Monthly invoicing
- Quarterly reporting
- Monthly CV Grantee Meetings



# WORKFORCE DEVELOPMENT FOR CCNB CORPSMEMBERS

- HAZWOPER40
- OSHA10
- CRP/AED & First Aid
- Forklift
- Safe Food Handler Certificate
- Green Infrastructure
- 143 Grant Fellows served
  - 84 originally proposed under grant
- 4 CP hired by Clean Harbors, 4 received High School Diploma
  - 94% low-income
  - 38% justice-involved
  - 6% transitioning from foster care
  - 19% mental health/substance abuse system

# 1ST YEAR GRANT ACTIVITIES

- July 2022 – July 2023
- Spent \$1,056,833.30
- Activities focused on landfill diversion, illegal dumping, bulky item collection
- Corpsmembers recruited for CV Grant work and received training in zero waste programs
- Edible Food Recovery activities were paid for by CalRecycle grant managed by Xinci
  - Gleaning, REFB routes

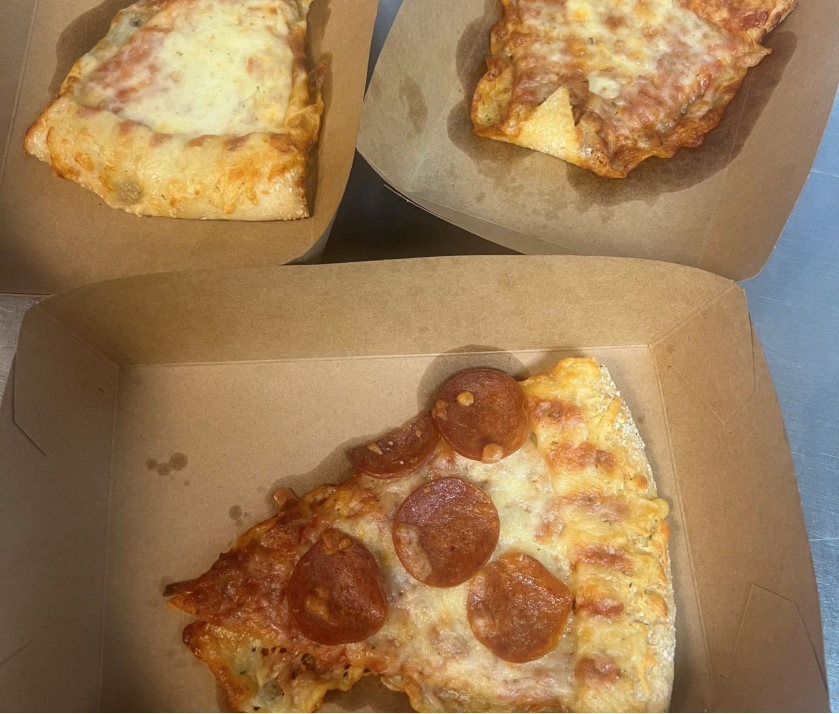




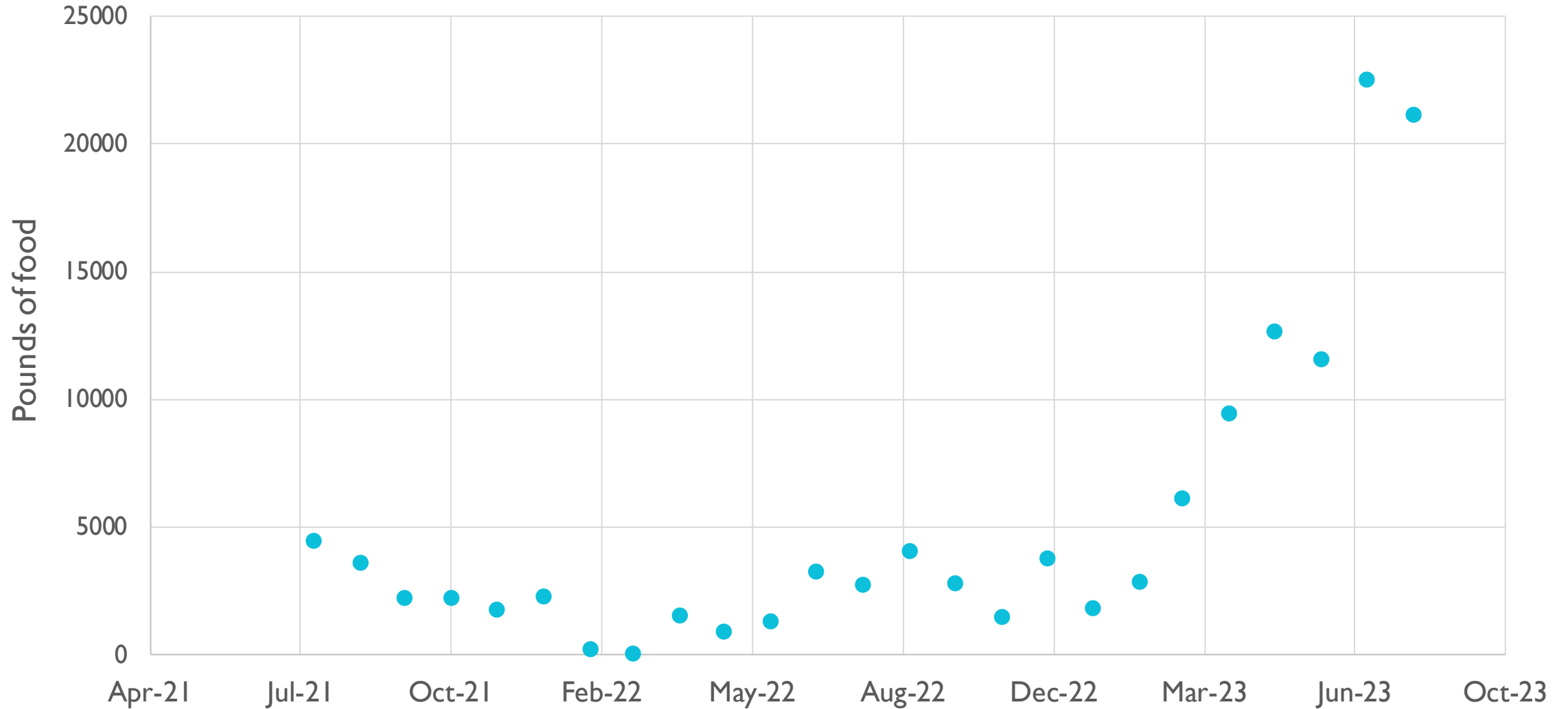
## 2ND YEAR GRANT ACTIVITIES

- August 2023 - present
- Spent \$1,475,835.99 thru Nov 2023
- Activities focused on edible food recovery
  - Grocery stores (Tier 1), schools (Tier 2)
- Rented an additional refrigerated box truck
- Partnered with Extra Food and Redwood Empire Food Bank to provide adjunct Food Recovery Services (FRS) for established routes
- Established food recovery routes Tuesday – Thursday and Saturdays, 7:30am – 2:30pm
- CCNB staff utilized Careit software to track food rescues and donations
- ZWS staff utilized Recyclist & Careit to contact possible EFGs to sign up with CCNB service





# Food Rescued Over CalRecycle Grant Project



# PROGRESS ON PARTNERSHIPS



## CalRecycle grant funded edible food recovery program

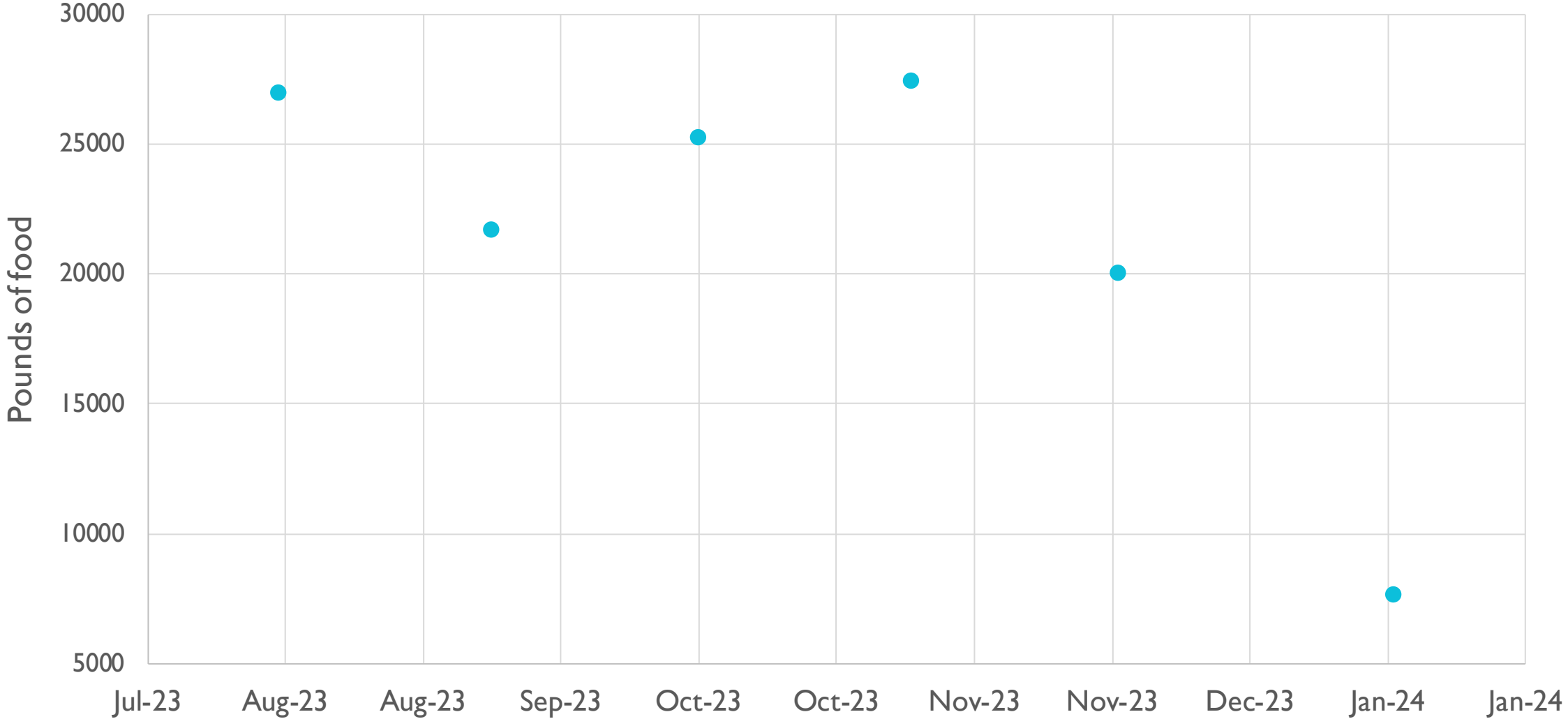
- August 2021 – July 2023
- Collected 70,924 lbs of excess edible food in 10 months
- Services: drivers for Farm 2 Pantry, REFB
- Sources: gleaning, large grocery stores

## CalVolunteers grant funded edible food recovery program

- August 2023 – present
- Collected 128,875 lbs of excess edible food in 6 months
- Services: recovery and delivery to over 20+ FRO partners; runs routes for REFB and ExtraFood
- Sources: Tier 1 and Tier 2 grocery stores, schools



# Food Rescued by CCNB Under CalVolunteers Grant



# USING CAREIT SOFTWARE

## Organization Impact Stats

Custom  08/01/2023 -  01/31/2024

Food Rescued (lbs)

**128,875**

Total Rescues

**577**

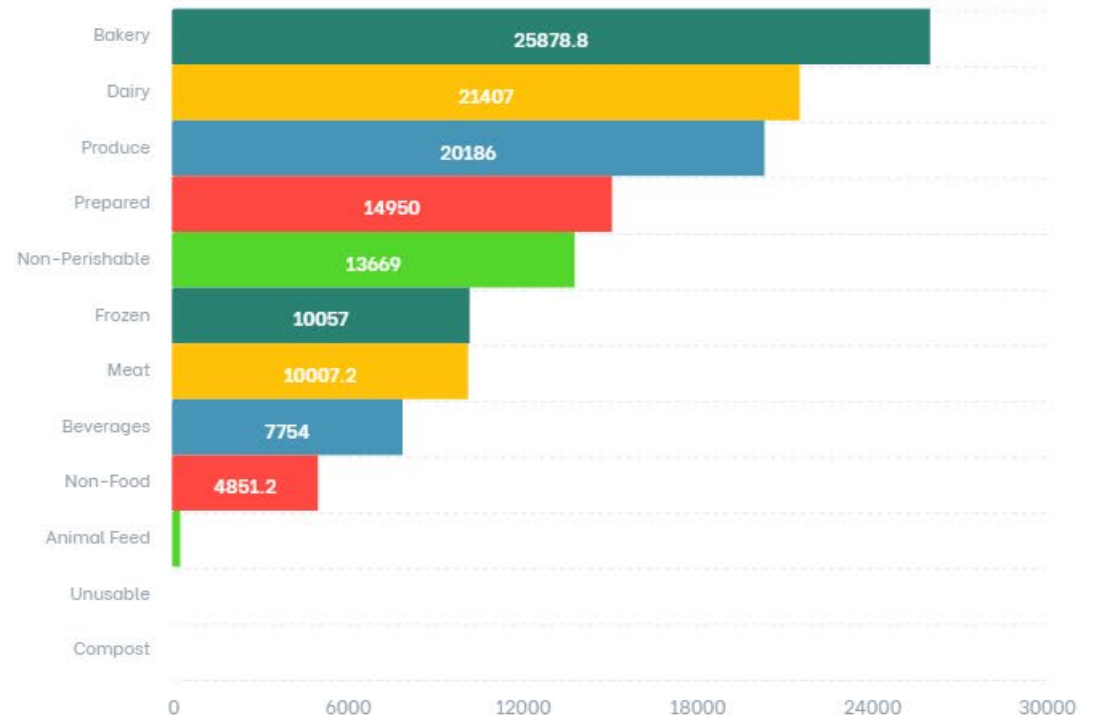
Total GHG Emissions Avoided (Tons of CO2e)

**1.02**

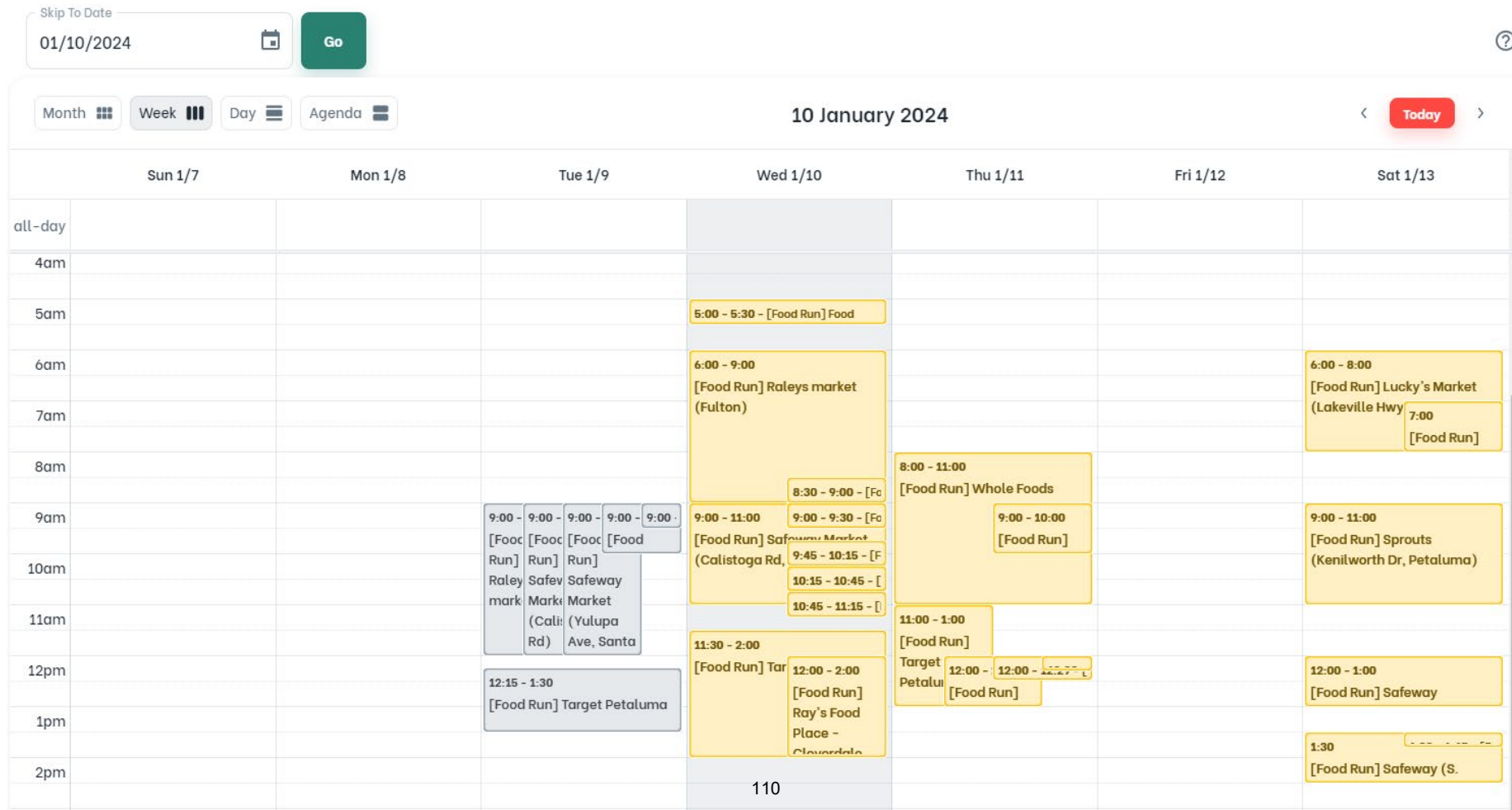
Total Water Footprint Reduction (Gallons)

**39,070**

Total Rescued Weight Per Food Type (lbs)



# USING CAREIT SOFTWARE





## WHERE WE ARE NOW

- Cal Volunteers grant \$2.5 mil extended to September 30, 2024
- CalVolunteers 2<sup>nd</sup> round of funding – application due February 2<sup>nd</sup>
  - 2nd round of funding would commence Oct 1, 2024 and run through December 31, 2025
- Careit software <https://careit.com/>
- Technical assistance with Cascadia: 1.5-year project for \$494,750 to help Tier I and II Commercial Generators start and troubleshoot food donation

## JANUARY – SEPTEMBER 30, 2024 (1<sup>ST</sup> ROUND FUNDING) GOALS

- Utilize remaining budget of \$1,037,390.63
- Contact more school districts to assess food recovery needs and sign-up schools with CCNB collection if needed
- Continue to coordinate with FROs to accept food from schools
- Connect hot food donors (Tier 2 Hotels, Hospitals) to temporary housing sites / shelters
- Coordinate with Cascadia to ID EFGs that need CCNB collection services
- Optimize existing routes to cut down on transport emissions
- Work with REFB to maintain FRS routes and provide transportation

## SECOND ROUND OF CALVOLUNTEERS FUNDING

- Application due Friday, February 2<sup>nd</sup>, 2024
- Grant term would run from October 1<sup>st</sup>, 2024 – December 31, 2025
- \$13+ million total funding available
  - Applying for \$500,000
- 2<sup>nd</sup> Round Goals:
  - Purchase 2<sup>nd</sup> refrigerated box truck / sprinter van
  - Expand to 2 food recovery crews collecting 4x/week
  - Provide additional food recovery training to CCNB crews; explore additional career pathways in food recovery space
  - Food recovery pickups will remain free for Edible Food Generators

# QUESTIONS?

KRISTEN SALES

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