



Meeting of the Board of Directors

November 17, 2022
REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

Virtual Meeting via Zoom

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

Or Telephone: +1 669 900 9128

Webinar ID: 922 4885 5470

Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

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REGULAR MEETING

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Note: This packet is 103 pages total



Zero Waste Sonoma

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REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

Virtual Meeting via Zoom

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUliVVh5Wk5SSzVyWWdWbndjdz09>

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PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-2722 by 5:00 pm Wednesday, August 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 and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.



Agenda

Item

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

Consent (w/attachments)

- 4.1 Minutes of the August 18, 2022 Meeting
- 4.2 Minutes of the November 9, 2022 Special Meeting
- 4.3 October, November, and December 2022 Outreach Calendar
- 4.4 Approval of Fourth Amendment to Agreement with Conservation Corps North Bay for Electronic Waste Collection Services
- 4.5 Approval of Short Term Contract Agreement with Cylinder Bottle Liquidators, Inc. for Small Propane Collection, Recycling, and Reuse
- 4.6 Approval of Third Amendment to Agreement for Partnership with Mattress Recycling Council
- 4.7 Resolution No. 2022-24, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

Regular Calendar

5. Green Resolution Recognizing Gravenstein Apple Festival [Lukacs]
6. FY 21/22 Annual Work Plan Progress Report [Cushwa]
7. Reusable Foodware Infrastructure & Service RFP [Pagal]
8. Boardmember Comments – NO ACTION
9. Executive Director Report – VERBAL REPORT
10. Staff Comments – NO ACTION
11. Next ZWS meeting: December 15, 2022
12. Adjourn

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

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

Public Comments: Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency/Zero Waste Sonoma, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person

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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) 565-3579, at least 72 hours prior to the meeting to ensure arrangements for accommodation by the Agency.

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



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: November 17, 2022 Board Meeting Agenda Notes

Consent Calendar

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

- 4.1 Minutes of the August 18, 2022 Meeting
- 4.2 Minutes of the November 9, 2022 Special Meeting
- 4.3 October, November, and December 2022 Outreach Calendar
- 4.4 Approval of Fourth Amendment to Agreement with Conservation Corps North Bay for Electronic Waste Collection Services
- 4.5 Approval of Short Term Contract Agreement with Cylinder Bottle Liquidators, Inc. for Small Propane Collection, Recycling, and Reuse
Approval of Short Term Contract Agreement with Cylinder Bottle Liquidators, Inc. for Small Propane Collection, Recycling, and Reuse
- 4.6 Approval of Third Amendment to Agreement for Partnership with Mattress Recycling Council
- 4.7 Resolution No. 2022-24, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

Regular Calendar

5. Green Resolution Recognizing Gravenstein Apple Fair

Staff is honoring the Gravenstein Apple Fair with the first-ever Green Resolution. The Green Resolution is a way for Zero Waste Sonoma to recognize entities that exemplify zero waste practice. **Staff recommends the Board adopt a Green Resolution recognizing the Gravenstein Apple Fair for their commitment to the community and the environment through the implementation of proactive waste management practices.**

6. FY 21/22 Annual Work Plan Progress Report

The annual work plan progress report for the fiscal year FY21/22 is presented. **This is informational only, no action required.**

7. Reusable Foodware Infrastructure & Service RFP

ZWS would like to issue an RFP for a reusable food ware infrastructure and services program. The goals are to:

1. Reduce consumption of single-use foodware at food facilities

2. Identify and recruit entities to receive service, and implement a system of reusable foodware alternatives
 3. Establish local infrastructure to support ongoing participation in Sonoma County
 4. Increase public exposure, interest, and buy-in to reusable foodware systems
 5. Collect data related to number/volume of single-use items avoided, and report to the Agency
- Staff recommends the Board direct staff to release the Request for Proposals with the attached scope of work.**



Minutes of the August 18, 2022 Meeting

Zero Waste Sonoma met on August 18, 2022, via Zoom to hold a virtual board meeting.

Board Members Present:

City of Cloverdale – Marta Cruz
City of Cotati - Susan Harvey
City of Healdsburg – Evelyn Mitchell
City of Petaluma – Patrick Carter
City of Rohnert Park – Pam Stafford

City of Santa Rosa – John Sawyer
City of Sebastopol – Diana Rich
City of Sonoma - Madolyn Agrimonti
County of Sonoma – Susan Gorin
Town of Windsor - ABSENT

Staff Present:

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

1. Call to Order Regular Meeting

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

2. Agenda Approval

3. Public Comments (items not on the agenda)

None

4. Consent (w/attachments)

- 4.1 Minutes of the July 21, 2022 Special Meeting
- 4.2 July, August, and September 2022 Outreach Calendar
- 4.3 Resolution No. 2022-23, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

Action Items:

None

Public Comments:

None

Susan Gorin arrived 9:05

Motion: For approval of 4.1 of the consent calendar.

First: City of Rohnert Park – Pam Stafford

Second: City of Petaluma – Patrick Carter

Vote Count:

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

AYES -7- NOES -0- ABSENT -2- ABSTAIN -1-

Motion passed.

Motion: For approval of 4.2, 4.3

First: City of Rohnert Park – Pam Stafford

Second: City of Petaluma – Patrick Carter

Vote Count:

City of Cloverdale	ABSENT	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	ABSENT

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

Motion passed.

Marta Cruz arrived 9:06

Regular Calendar

5. Strategic Planning Work Sessions [Lukacs]

Board Comments/Action Items:

- Ad Hoc members volunteered

Public Comments:

None

Motion: For approval of Board members participation in strategic planning sessions and appoints Susan Harvey, John Sawyer, and Diana Rich to the Strategic Planning Ad Hoc committee to help facilitate the process.

First: City of Cotati – Susan Harvey

Second: City of Rohnert Park – Pam Stafford

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	ABSENT

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

Motion passed.

6. Food Capacity Study Report and Presentation [Tan]

Board Comments/Action Items:

- Do not duplicate efforts, reach out to the County on their efforts.
- The report is not complete, it's a good surface level start
- Can a list of who was contacted be supplied to the Board?
- Safe food handling is very important
- School boards need to be presented with this information
- The scope and reach of this is monumental. Another example of unfunded mandates.
- Are there other counties implementing these recommendations?
- We should start small with pilot programs.
- Is there overlap with what the County is doing?
- What is the budget impact?

Public Comments:

Mimi Enright, UCCE Sonoma, currently working with the County on this. There are lots of active food recovery networks. They are in the process of applying for a USDA Food grant that will help these efforts.

Suzi Grady, Petaluma Bounty, Shared the mapping and networking tool they have developed. Requested better collaboration with non-profits in the field.

7. Boardmember Comments – NO ACTION

Joey Hejnowicz will become the primary board member and John Sawyer will be the alternate

8. Executive Director Report – NO ACTION

9. Staff Comments – NO ACTION

None

10. Next SCWMA meeting: September 15, 2022

11. Adjourn: 11:04 am

Submitted by: Thora Collard

August 18, 2022 – SCWMA Meeting Minutes



Minutes of the November 9, 2022 Special Meeting

Zero Waste Sonoma met on November 9, 2022, for a special meeting on the Strategic Plan.

Board Members Present:

City of Cloverdale – Marta Cruz
City of Cotati - Susan Harvey
City of Healdsburg – Evelyn Mitchell
City of Petaluma – Patrick Carter
City of Rohnert Park – Pam Stafford

City of Santa Rosa – Joey Hejnowicz
City of Sebastopol – Diana Rich
City of Sonoma - Madolyn Agrimonti
County of Sonoma – Susan Gorin
Town of Windsor – Deb Fudge

Staff Present:

Executive Director: Leslie Lukacs
Staff: Xinci Tan, Thora Collard, Kristen Sales, Katherine Cushwa, Courtney Scott
Agency Clerk: Thora Collard

1. Call to Order Special Meeting

Regular session was called to order at 8:31 a.m.
Introductions

Susan Gorin arrived 8:43 am
Susan Harvey joined via Zoom 8:47 am

2. Public Comments (items not on the agenda)

Allan Tose - commented about status of Stage Gulch compost facility.
Mark Soiland - commented on the need for commercial compost facility in Sonoma county. Also commented that he sees ZWS as a bridge to get the public and private sector together to reach the zero waste goal.

Regular Calendar

3. Strategic Planning Work Sessions

Board and staff participated in team building and strategic planning work sessions.

4. Next SCWMA meeting: November 17, 2022

5. Adjourn: 12:04 pm

Submitted by: Thora Collard



Agenda Item #: **4.3**
Agenda Date: **11/17/2022**

ITEM: October, November, and December 2022 Outreach Calendar

October 2022 OUTREACH

Start date	End date	Start time	End time	Event
10/1/22	10/1/22	10:00 AM	3:00 PM	Harvest Festival en Land pasth's Bayer Farm (Roseland)
10/1/22	10/1/22	10:00 AM	3:00 PM	Rip City Riders Bike and Hot Rod Show
10/1/22	10/1/22	1:00 PM	4:00 PM	Binational Health Fair at Petaluma Health Center
10/2/22	10/2/22	11:00 AM	4:00 PM	Binational Health Fair at Saint Vincent's Catholic Church
10/4/22	10/4/22	4:00 PM	8:00 PM	HHW Collection Event – Kenwood
10/7/22	10/9/22	9:00 AM	5:00 PM	E-Waste Recycling Event – Windsor
10/8/22	10/8/22	9:00 AM	5:00 PM	Mattress Recycling Event – Windsor
10/9/22	10/9/22	10:00 AM	1:00 PM	Binational Health Fair at Saint Rose Catholic Church
10/10/22	10/10/22	8:00 AM	11:00 AM	Santa Rosa DMV
10/11/22	10/11/22	4:00 PM	8:00 PM	HHW Collection Event – Cloverdale
10/12/22	10/12/22	8:00 AM	11:00 AM	Santa Rosa DMV
10/14/22	10/16/22	9:00 AM	5:00 PM	E-Waste Recycling Event – Cloverdale
10/15/22	10/15/22	9:00 AM	5:00 PM	Mattress Recycling Event – Cloverdale
10/15/22	10/15/22	10:00 AM	4:00 PM	Cruisin' North Car Show For A Cause To Benefit Alzheimer's
10/18/22	10/18/22	4:00 PM	8:00 PM	HHW Collection Event – Larkfield
10/24/22	10/24/22	8:00 AM	11:00 AM	Petaluma DMV
10/25/22	10/25/22	4:00 PM	8:00 PM	HHW Collection Event – Rohnert Park
10/26/22	10/26/22	8:00 AM	11:00 AM	Santa Rosa DMV

November 2022 OUTREACH

Start date	End date	Start time	End time	Event
11/1/22	11/1/22	4:00 PM	8:00 PM	HHW Collection Event – Guerneville
11/8/22	11/8/22	4:00 PM	8:00 PM	HHW Collection Event – Santa Rosa, E
11/11/22	11/13/22	9:00 AM	5:00 PM	E-Waste Recycling Event – Santa Rosa
11/15/22	11/15/22	4:00 PM	8:00 PM	HHW Collection Event – Sonoma
11/29/22	11/29/22	4:00 PM	8:00 PM	HHW Collection Event – Windsor

December 2022 OUTREACH

Start date	End date	Start time	End time	Event
12/6/22	12/6/22	2:00 PM	7:00 PM	HHW Collection Event – Oakmont
12/9/22	12/11/22	9:00 AM	5:00 PM	E-Waste Recycling Event – Petaluma
12/13/22	12/13/22	4:00 PM	8:00 PM	HHW Collection Event – Petaluma



Agenda Item #: **4.4**
Cost Center: **HHW**
Staff Contact: **Sales**
Agenda Date: **11/17/22**
Approved By: **LL**

ITEM: Approval of Fourth Amendment to Agreement with Conservation Corps North Bay for Electronic Waste Collection Event Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute a Fourth Amendment to Agreement with Conservation Corps North Bay for Electronic Waste Collection Event Services.

II. BACKGROUND

On June 18, 2016 Board approved an agreement with Conservation Corps North Bay (Contractor) to hold periodic events, collect electronic waste, and ensure the proper disposal of collected materials. The First Amendment to this Agreement was approved on October 19, 2016, to extend the expiration date to February 11, 2018, and to include Worker's Compensation language.

ZWS and Contractor further amended that Agreement to extend the expiration date of the Agreement to June 30, 2019 in the Second Amendment, and to December 31, 2022 in the Third Amendment.

Since the Agreement Scope of Work and Terms have not changed since the Third Amendment, Staff recommends approving Fourth Amendment to extend the expiration date of the Agreement for one more year, to December 31, 2023.

Staff will revisit and revise the electronic waste collection event services program scope of work and contract terms prior to the expiration of the Fourth Amendment. Staff will initiate an RFP process for program services.

III. FUNDING IMPACT

None. Electronic waste collection events are already included in the FY 22-23 Budget.

IV. ATTACHMENTS

Fourth Amendment to Agreement with Conservation Corps North Bay for Electronic Waste Collection Event Services

FOURTH AMENDMENT TO AGREEMENT FOR ELECTRONIC WASTE COLLECTION EVENT SERVICES

This Fourth Amendment to Agreement for Electronic Waste Collection Event Services ("Fourth Amendment") is made as of the **17th** day of **November**, **2022**, by the Sonoma County Waste Management Agency ("Agency") and Conservation Corps North Bay ("Contractor").

RECITALS

A. Agency and Contractor entered into that certain Agreement for Electronic Waste Collection Event Services (the "Agreement"), dated June 18, 2016, pursuant to which Contractor agreed to hold periodic events, collect electronic waste, and ensure the proper disposal of collected materials; and

B. Agency and Contractor amended that certain Agreement for Electronic Waste Collection Event Services by execution of the First Amendment, dated October 19, 2016, to extend the expiration date to February 11, 2018 and to include Worker's Compensation Insurance language; and

C. Agency and Contractor further amended that Agreement with the Second Amendment, dated January 17, 2018, to extend the expiration date of the Agreement to June 30, 2019; and

D. Agency and Contractor further amended that Agreement with the Third Amendment, dated May 30, 2019, to extend the expiration date of the Agreement to December 31, 2022; and

E. Agency and Contractor desire to again extend the term of the Agreement to expire on December 31, 2023 and to make certain amendments to the scope of services provided, as set forth herein.

AMENDMENT

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

"3. Term of Agreement. The term of this Agreement shall be from June 18, 2016 to December 31, 2023, unless terminated earlier in accordance with the provisions of Article 4 below."

2. Amendment to Exhibit A, Scope of Services. The following sections of Exhibit A are hereby amended as follows:

"6. Collection hours for events. Event days and times may vary as agreed upon by SCWMA and Contractor. Ideal hours for collection events are 9 a.m. to 5 p.m., Friday through Sunday."

"7. Items that will be collected at the events. Acceptable Items:

- Televisions (CRT, LCD and Plasma)
- Computer Monitors (CRT and Plasma)
- Computers
- Laptops

- Servers
- Tablets
- Cell phones
- Telephones (that meet regulatory requirements or are accepted by recycler)
- VCRs
- Radios
- Printers
- Small electronics (i.e. keyboards, mice, CD players, and other items that meet regulatory requirements)
- Large electronics (i.e. copiers, fax machines, and other items that meet regulatory requirements)
- Small home appliances (i.e. microwaves or other items that meet regulatory requirements or are accepted by recycler)"

"Additional Requirements of Contractor:

11. Contractor shall only utilize recyclers that have obtained environmental, health and safety certifications and who uphold the highest social and environmental standards in their business practices. Certificate examples include, but are not limited to, ISO 9000 OR 14001 Environmental Management Systems, e-Stewards Certification, or **R2** Certification."

3. **No Other Changes.** Except as amended by this Fourth Amendment, all other terms and conditions in the First Amendment shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement for Electronic Waste Collection Event Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: _____
Leslie Lukacs, Executive Director

Date:

CONTRACTOR:

CONSERVATION CORPS NORTH BAY

By: _____

Its:

Date: - -

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Council



Agenda Item #: **4.5**
Cost Center: **HHW**
Staff Contact: **Sales**
Agenda Date: **11/17/22**
Approved By: **LL**

ITEM: Approval of Short Term Contract Agreement with Cylinder Bottle Liquidators, Inc. for Small Propane Collection, Recycling, and Reuse

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute a Short Terms Contract Agreement with Cylinder Bottle Liquidators (CBL) for Small Propane Collection, Recycling, and Reuse.

II. BACKGROUND

Since January 15, 2020, contractor CBL has been providing collection and recycling services for small propane cylinders from one to five pounds at various Sonoma County Regional Parks.

Agency and Contractor entered into another one-year Agreement extension on January 15, 2022, extending the Agreement completion date to December 31, 2022.

Agency and Contractor desire to enter into another one-year Agreement extension which would set the completion date to December 31, 2023. There is no change to the Scope of Work or program Budget.

III. FUNDING IMPACT

None. CBL's propane collection and recycling services are already included in the FY 22-23 Budget.

IV. ATTACHMENTS

Short Form Contracting Agreement with Cylinder Bottle Liquidators, Inc for Small Propane Collection, Recycling, and Reuse

SHORT FORM CONTRACTING AGREEMENT

I. CONTRACTOR INFORMATION

Contractor: Cylinder Bottle Liquidators, Inc.

Address: PO Box 1784
Loomis, CA 95650

Telephone: (530) 308-0293

II. AGENCY INFORMATION

Agency: Sonoma County Waste Management Agency

Address: 2300 County Center Dr., Ste. B 100
Santa Rosa, California 95403
ATTN: Kristen Sales

Telephone: (707) 565-2590

Fax: (707) 565-3701

Project: Small Propane Collection, Recycling, and Reuse

Agreement Commencement Date: January 1, 2023

Agreement Completion Date: December 31, 2023

Agency reserves the right to extend this Agreement for one (1) year periods provided that extensions are agreeable to both parties (Agency and Contractor).

III. SCOPE OF WORK

THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, hereinafter called "Agency" has contracted with Contractor to provide collection, recycling, and reuse services of small propane cylinders sized five (5) gallons or smaller generated at various Sonoma County Regional Parks locations or through other collection activities managed by the Agency. Pickup locations may include Doran Beach Regional Park, Westside Regional Park, Spring Lake Regional Park, Sonoma County Regional Parks Maintenance Yards, the Sonoma County Household Hazardous Waste Facility, or any other location agreed upon by both parties.

The Contractor shall perform the following collection, recycling, and reuse services:

- Contractor shall provide and maintain up to twelve (12) metal fifty-five (55) gallon drums. Drums shall be equipped with proper ventilation at the bottom of the container.
- Contractor shall pick-up propane cylinders from the mutually agreed upon location as needed.
- Contractor shall make every effort to extract and reuse as much propane gas as possible and recycle the cylinders. No material shall be landfilled.
- Contractor shall perform all collection, transportation, and processing services consistent with all local, state, and federal laws and regulations.
- Contractor shall ensure that all propane cylinders handled by Contractor and affiliates, through this Contract, shall be recycled and reused by facilities that conform to US regulations and standards and industry best practices and do not pose an environmental threat.

The Contractor shall provide the following:

- Contractor, upon written request by Agency, shall provide all necessary documents to relieve the Agency of any responsibility for propane cylinder transactions.
- For each pick up, the Agency shall be provided with a pick-up memo stating the quantity of cylinders removed and the date and time of pick-up. A copy of the pick-up memo shall be sent with an invoice to the Agency which details the date and quantity of cylinder collection.
- Contractor shall keep record of all documents for each collection transaction on file and shall provide documents at Agency's request.

IV. PAYMENT FOR SERVICES

- Agency shall pay Contractor one hundred dollars (\$100.00) per drum and a two-hundred-dollar (\$200.00) trip fee for each pick-up.
- Agency shall make every effort to pay Contractor within thirty (30) days of the receipt of a pick-up memo.

V. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative of Agency.

VI. CONFIDENTIALITY AND OWNERSHIP

The Agency retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the Agency by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the Agency.

VII. TERMINATION

Agency may terminate this Agreement by written notice at any time at Agency's sole discretion. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination.

VIII. INSURANCE.

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

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

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

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

a. The Sonoma County Waste Management Agency, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.

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

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

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

8.4 Pollution Liability Insurance. Pollution liability insurance covering bodily injury and property damage in an amount no less than Two Million Dollars (\$2,000,000) for each pollution incident and Four Million Dollars (\$4,000,000) in aggregate. If Contractor maintains higher limits than the specified minimum limits, Agency requires and shall be entitled to coverage for the higher limits maintained by Contractor.

a. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Agency. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Agency's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the Agency.

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

c. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

d. The Sonoma County Waste Management Agency, its officers and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for (1) year after completion of the work.

8.5 Required Evidence of Insurance:

- a. Copy of the additional insured endorsement or policy language granting additional insured status; and
- b. Certificate of Insurance.

VIII. INDEMNIFICATION:

Contractor agrees to accept responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Contractor, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Agency, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of the Agency. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is a duty to indemnify. Agency shall have the right to select its own legal counsel at the expense of Contractor, subject to Contractor's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

IX. CHANGES TO THE AGREEMENT

Changes to this Agreement may only be approved by the Executive Director of Agency.

X. CONTRACTOR'S STANDARD OF CARE

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

IX. CHANGES TO THE AGREEMENT

Changes to this Agreement may only be approved by the Executive Director of Agency.

X. CONTRACTOR'S STANDARD OF CARE

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

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XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

XII. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.



CHUCK MADROSKY ☐

10-10-2022

Cylinder Bottle Liquidators, Inc. CONTRACTOR

Reviewed as to content:

Leslie Lukacs, Agency Executive Director

Reviewed as to form:

Ethan Walsh, Agency Counsel



Agenda Item #: **4.6**
Cost Center: **Education**
Staff Contact: **Sales**
Agenda Date: **11/17/22**
Approved By: **LL**

ITEM: Approval of Third Amendment to Agreement for Partnership with Mattress Recycling Council

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board authorize the Zero Waste Sonoma (ZWS) Executive Director to execute a Third Amendment to Agreement for Partnership with Mattress Recycling Council.

II. BACKGROUND

On April 19, 2019 Board approved an agreement with Mattress Recycling Council (MRC) to coordinate and schedule logistics for mattress collection events in conjunction with the Agency's e-waste collection events. The First Amendment to the Agreement ("Amended Agreement") was executed on January 29, 2022, extending the expiration of the Agreement to August 31, 2021.

Thereafter, the term of the Amended Agreement was extended to December 31, 2022 ("Second Amendment").

ZWS and MRC desire to enter into a Third Amendment to extend the expiration of the Agreement to expire on December 31, 2023.

III. DISCUSSION

Approving a Third Amendment to the MRC Agreement would sync up the terms of the E-Waste events and Mattress events, with both one-year extensions set to expire on December 31, 2023.

A Third Amendment would allow ZWS staff to complete and publish the 2023 Zero Waste Guide with mattress events already approved and confirmed with MRC and the E-Waste Contractor, Conservation Corps North Bay (CCNB). MRC has nine (9) mattress collection events scheduled for Calendar Year 2023.

Also, due to several changes in mattress recycling regulations, the availability of affordable drop-off programs, and increasing disposal costs, staff desires to revisit and revise mattress collection program scope of work and contract terms prior to the expiration of the Third Amendment. Extending the term under the Third Amendment to December 31, 2023 will give Staff time to initiate an RFP process for program services.

IV. FUNDING IMPACT

None. Mattress Recycling Council's collection event services are already included in the FY 22-23 Budget.

V. ATTACHMENTS

Third Amendment to Agreement for Partnership with Mattress Recycling Council

**Third Amendment to Agreement for Partnership with Mattress Recycling
Council**

This Third Amendment to Agreement for Partnership with Mattress Recycling Council (“Third Amendment”) is effective November 17, 2022, by the Sonoma County Waste Management Agency (“SCWMA”) and the Mattress Recycling Council California, LLC (the “Organization”).

RECITALS

- A. SCWMA and the Organization entered into that certain Agreement for Partnership with Mattress Recycling Council, pursuant to which the Organization agreed to coordinate and schedule logistics for mattress collection events in conjunction with the Agency’s e-waste collection events, on April 19, 2019 (the “Original Agreement”). Thereafter, SCWMA and the Organization executed a First Amendment to Agreement for Partnership with Mattress Recycling Council on January 29, 2020 (the “Amended Agreement”).
- B. The Amended Agreement contains an expiration date of April 31, 2021, with the option to extend the Amended Agreement a maximum of one year upon mutual written agreement.
- C. Thereafter, the parties agreed to extend the term of the Amended Agreement (“Second Amendment”) to expire on December 31, 2022 to accommodate the published dates of SCWMA’s Zero Waste Guide which includes additional mattress collection events for which the Organization’s services are desired.
- D. The parties desire to enter into a Third Amendment to extend the term of the Agreement to expire on December 31, 2023.
- E. Section X of the Original Agreement requires all changes to the Agreement to be approved by the SCWMA’s Executive Director.
- F. The parties desire to amend the Agreement as provided herein.

AMENDMENT

- 1. The Recitals set forth above are true and correct and are incorporated into this Third Amendment, in their entirety, by this reference.
- 2. This Third Amendment may be executed in counterparts, each of which shall be deemed an original.
- 3. The representative signing this Third Amendment on behalf of each respective party represents that he/she has the authority to execute this Third Amendment on behalf of the party and to bind it to its contractual obligations hereunder.
- 4. Amendment to Section VII.

Section VII of the Original Agreement is hereby amended in its entirety to read as follows:

“VII. TERMINATION

This agreement will expire on December 31, 2023.

5. No Other Changes. Except as amended by this Third Amendment, all other terms and conditions in the Amended Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Partnership with Mattress Recycling Council on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: Leslie Lukacs
Leslie Lukacs, Executive Director

Date: 10/19/20

ORGANIZATION:

MATTRESS RECYCLING COUNCIL CALIFORNIA, LLC

By: _____
Catherine Lyons, Manager

Date: _____

APPROVED AS TO FORM: :

By: Ethan Walsh
Ethan Walsh, Agency Counsel

MRC LEGAL APPROVAL:

By: _____
Gayle Hanlon, Director of Legal Affairs



Agenda Item #: 4.7
Staff Contact: Walsh
Agenda Date: 11/17/2022
Approved By: LL

ITEM: Resolution No. 2022-24, Making Findings and Determinations Under AB 361 for the Continuation of Virtual Meetings

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board adopt Resolution No. 2022-24, making findings and determinations under AB 361 for the continuation of virtual meetings.

II. BACKGROUND

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained in Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the Board is aware, this allowed the Board meetings to be conducted by Zoom with Board members, staff, and the public all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person

would present imminent risks to the health and safety of attendees. As a result, if Zero Waste Sonoma desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

III. DISCUSSION

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. Zero Waste Sonoma already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommend measures to promote social distancing throughout the State. Additionally, on September 22, 2021, Sonoma County Health Officer Dr. Sundari Mase has issued a recommendation to continue online meetings (teleconference meetings) as those meetings promote social distancing, and "present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19." Dr. Mase recommended that if an agency holds in person meetings, a written safety protocol be developed and followed, requiring social distancing and that face masks be worn. Dr. Mase also recommended that for in person meetings, an agency consider holding meetings outdoors to reduce the risk of COVID-19 transmission.

The enclosed resolution makes the necessary findings for the Board, which is subject to the Brown Act, to continue with virtual meetings for the time being. As the Board meets on the

third Thursday of every month, it is possible that more than 30 days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the 30-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. Board staff will return to the Board with a resolution every meeting to allow for the continuance of virtual meetings for so long as the Board and staff believes that virtual meetings are necessary.

It is important to that AB 361 does not require Zero Waste Sonoma to continue with virtual meetings, but simply gives the Board that option. If at any time the Board desires to return to in person meetings, the Board can agendaize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, Board staff is recommending adoption of the resolution to allow the Board to continue to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

IV. FUNDING IMPACT

There is no fiscal impact for this item

V. CONCLUSION

Staff recommends that the Board adopt Resolution No. 2022-24, making findings and determinations under AB 361 for the continuation of virtual meetings.

VI. ATTACHMENTS

1. Resolution Making Findings and Determinations under AB 361
2. 9/22/2021 Recommendation of the Health Officer: Public Meetings

A RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (ALSO KNOWN AS ZERO WASTE SONOMA) MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR CONTINUED VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361, Chapter 165, Statutes of 2021 (“AB 361”), which amended Government Code section 54953 to allow local agencies to meet fully virtually during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the Board of the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma) has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing; and

WHEREAS, according to the Sonoma County Health Officer, the grounds for the social distancing recommendation include that online meetings (teleconference meetings) “present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19”; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

WHEREAS, the Board of the Sonoma County Waste Management Agency desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW THEREFORE, BE IT RESOLVED, the Board of Directors of the Sonoma County Waste Management Agency hereby finds, determines, and resolves as follows:

1. The above recitals and true and correct and shall be the findings of the Board of Directors of the Sonoma County Waste Management Agency.
2. The Board of Directors the Sonoma County Waste Management Agency shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the Board.

PASSED, APPROVED, and ADOPTED, by the Board of Directors of the Sonoma County Waste Management Agency, on this 17th day of November, 2022, by the following vote:

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: November 17, 2022

Clerk of the Sonoma County Waste Management Agency
In and for the County of Sonoma



County of Sonoma

Emergency Readiness, Response and Recovery



Emergency

September 24, 2021 10:38 AM

Recommendation of the Health Officer: Public Meetings

En Español [<https://socoemergency.org/recomendacion-del-funcionario-de-salud-reuniones-publicas/>]

Sonoma County Public Health Recommendations for Safely Holding Public Meetings

September 22, 2021

Each local government agency is authorized to determine whether to hold public meetings in person, online (teleconferencing only), or via a combination of methods. The following are recommendations from Sonoma County Public Health to minimize the risk of COVID-19 transmission during a public meeting of a legislative body held in compliance with Government Code section 54953(e):

1. Online meetings (teleconferencing meetings) are strongly recommended as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19.
2. If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.
3. If a local agency holds in person meetings, a written safety protocol should be developed and followed. It is recommended that the

protocol require social distancing – i.e., six feet of separation between attendees – and face masking of all attendees in compliance with [Order of the Health Officer of the County of Sonoma C19-25](#).

4. If a local agency holds in person meetings, seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.
5. Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least six feet apart.
6. Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with symptoms but no fever and help reinforce the message to not go out in public if you are not feeling well.
7. Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

Dr. Sundari R. Mase, MD MPH

Health Officer of the County of Sonoma



Agenda Item #: 5
Cost Center: All
Staff Contact: Lukacs
Agenda Date: 11/17/2022
Approved by: LL

ITEM: **Green Resolution Recognizing the Gravenstein Apple Fair**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

II. BACKGROUND

Staff is honoring the Gravenstein Apple Fair with the first-ever Green Resolution. The Green Resolution is a way for Zero Waste Sonoma to recognize entities that exemplify zero waste practices.

III. DISCUSSION

Sonoma County Farm Trails is a non-profit organization that connects the public to Sonoma County farmers, ranchers, producers, and purveyors to ensure the economic viability of local agriculture and instill an appreciation of agriculture as a vital part of our community. They host the Gravenstein Apple Fair annually in Sebastopol, CA. Sonoma County Farm Trails is committed to maximizing resource conservation and minimizing waste in our community. They strive to make the Gravenstein Apple Fair not only the sweetest of fairs, but also the “greenest little fair in Sonoma County”. To meet zero waste goals, they work with leading local sustainability experts to further reduce the carbon footprint of the Gravenstein Apple Fair. Their proactive measures to achieve their goals is an exemplary example of how to achieve zero waste at a special event. Zero Waste Sonoma invited the Gravenstein Apple Fair to share their accomplishments to the Board and the Sonoma County community.

IV. FUNDING IMPACT

There are no new funding impacts resulting from this report.

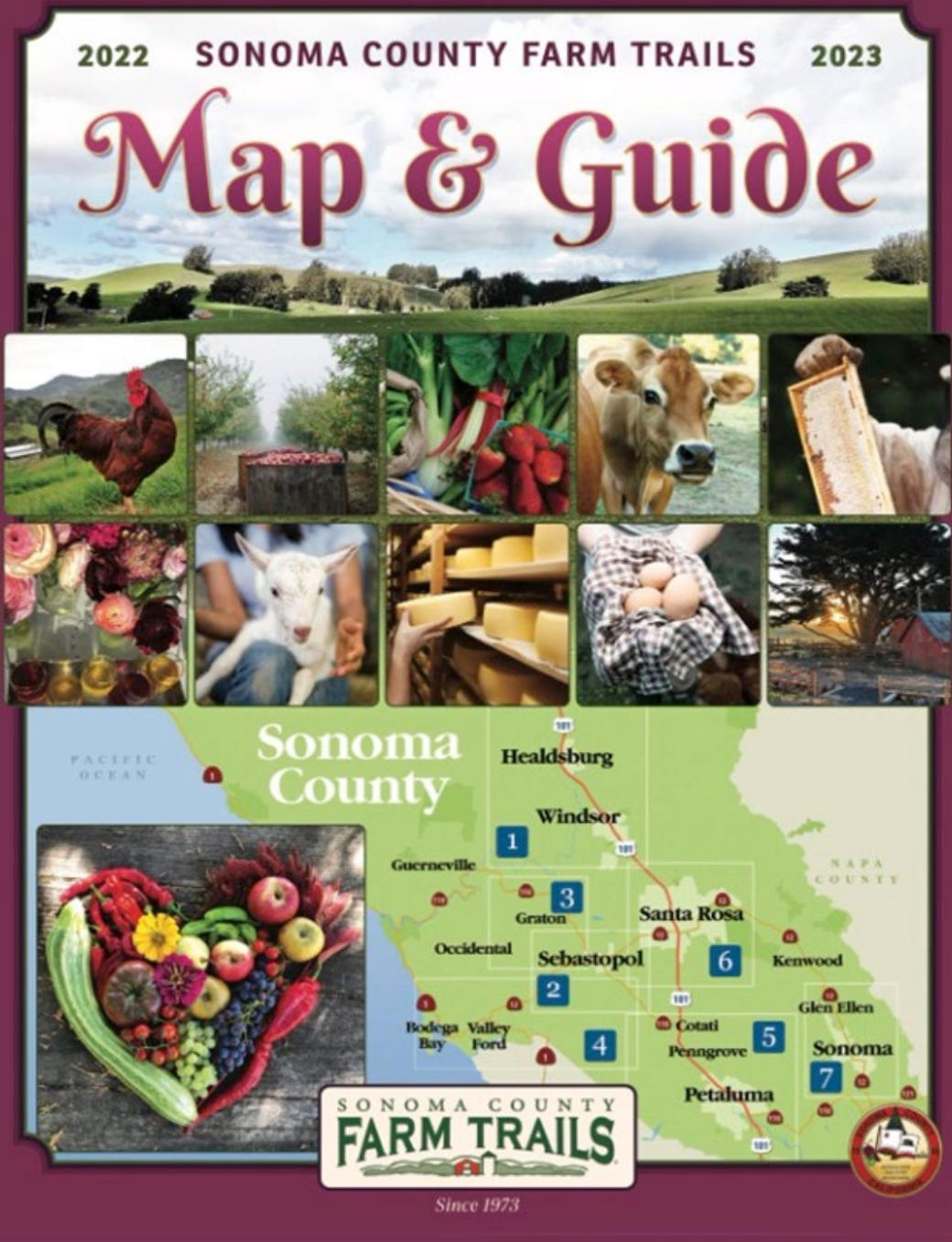
V. ATTACHMENTS

PowerPoint Presentation
Green Resolution 2022-01



Alan Siegle

November 17, 2022



Sonoma County Farm Trails

- Connects the public to Sonoma County farmers, ranchers, producers, and purveyors to ensure the economic viability of local agriculture and instill an appreciation of agriculture as a vital part of our community.

PRE EVENT PLANNING

- Zero Waste Guidelines for Vendors
- Information on website
- Volunteer recruitment

Vendor	Contact	Menu	Compliance Notes
Acropolis	Glynnis Papageorgacopoulos	Greek food: Gyros, chicken pitas, vegetarian fare, spanakopita	
Apple Blossom Press	Daniel Dawson	Apple Bread & Ratzlaff Ranch Apple-a-Day Apple Juice	
Bar B Que Smokehouse	Larry Vito	Southern BBQ, sauces and sides	
Bayou On The Bay	Bradley Wildridge	Gumbo Ramen, sausage roll, jambalaya, mac and cheese, beignets, bread pudding	
Belfare	Erik Lowe	Fried chicken sandwiches and sides	
Black Pig Meat Co.	Duskie Estes	BLT, bacon burger, mushroom grilled cheese, fries, Gray hand pies	
Bubbles Boba Tea	Serafina Palandech	Boba Tea drinks	
Dave's Gourmet Ice Cream	Michelle Smith	Ice Cream by scoop and in waffle cones	
Farm Trails Beer Booth	Pam Davis	Henhouse Brewing Co. - pints served from kegs	
Farm Trails Cider Booth	Pam Davis	Golden State Cider in cans	
Farm Trails Craft Cider Tent	Pam Davis	Cider from local producers	
Farm Trails Fritters	Pam Davis	Fried apple fritters	
Farm Trails		Beer in kegs from local breweries	

WATER REFILL STATIONS



TRULY COMPOSTABLE PRODUCTS



REUSABLE CUPS



REUSABLES







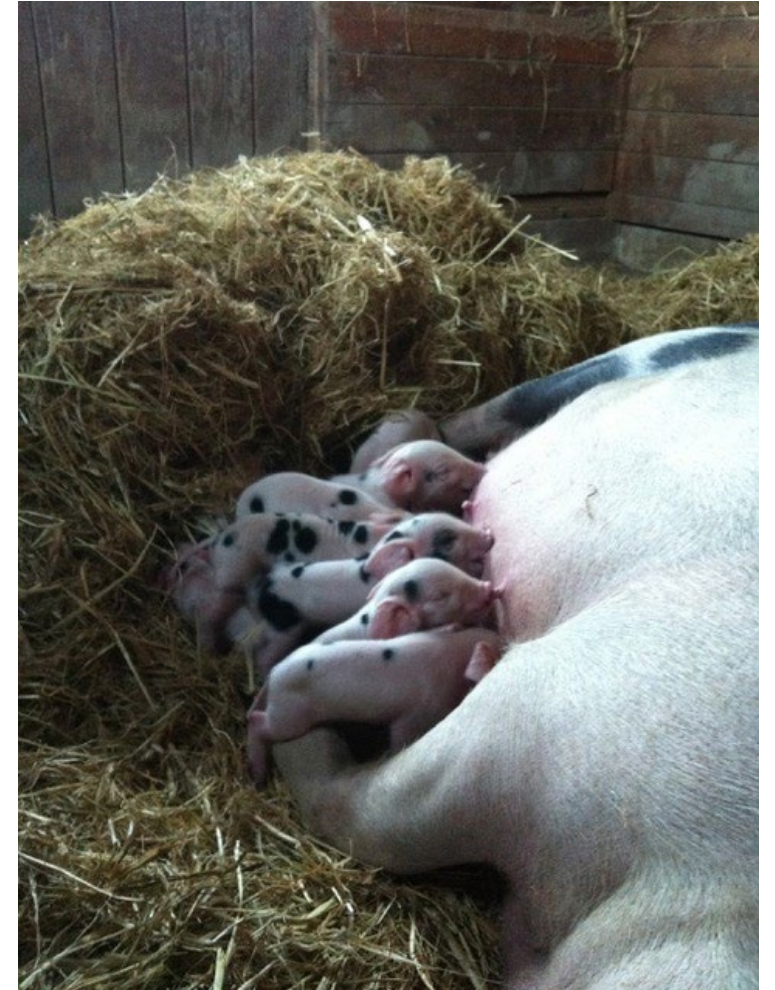
CLEAN RECYCLING STREAM



CLEAN ORGANICS COLLECTION



ANIMAL FEED



RESULTS

- 7000 pounds of pig food
- 12 cubic yards of true compostables
- 20 cubic yards of recycling--mostly cardboard, glass and bottles, with minimal plastic
- 3 cubic yards of garbage mainly film (packaging) plastic
- 205 pounds of good leftover food--delivered by Sonoma Food Runners to local shelters

THANK YOU

Dated: November 17, 2022

GREEN RESOLUTION OF ZERO WASTE SONOMA
RECOGNIZING THE GRAVENSTEIN APPLE FAIR FOR THEIR SERVICE AND COMMITMENT TO
OUR COMMUNITY AND ENVIRONMENT

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

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

WHEREAS, the Gravenstein Apple Fair has demonstrated leadership in resource conservation and waste reduction, and

WHEREAS, the Gravenstein Apple Fair exceeds in their goal to be the “greenest little fair in Sonoma County” through the use of water refill stations, truly compostable products, reusable cups, reusable service ware, clean stream recycling and education, and

WHEREAS, the Gravenstein Apple Fair is a leader in event organization resulting in a lower carbon footprint , and

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

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE: November 17, 2022

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



Agenda Item #: 6
Cost Center: All
Staff Contact: Cushwa
Agenda Date: 11/17/2022
Approved by: LL

ITEM: **Work Plan Program Progress Report**

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is for informational purposes only. No action is requested of the Board.

II. BACKGROUND

Historically, staff has prepared annual reports tallying education/outreach conducted by staff and contractors, including English and Spanish Eco-Desk 565-DESK (3375), social media and website activity.

III. DISCUSSION

The Fiscal Year 2021/22 Annual Work Plan Program Progress Report is attached.

IV. FUNDING IMPACT

There are no new funding impacts resulting from this report.

V. ATTACHMENTS

Annual Work Plan Progress Report



ZERO WASTE SONOMA WORK PLAN PROGRAM PROGRESS REPORT

REPORTING PERIOD JULY 1, 2021 - JUNE 30, 2022

ORGANICS COST CENTER

JUSTIFICATION:	MANDATED- Starting in the year 2021, required by CA State Legislation Short-lived Climate Pollutants SB 1383
FUNDING:	Organics Cost Center
DURATION:	Ongoing
DESCRIPTION:	Each jurisdiction has an annual procurement target, calculated based on population. Jurisdictions must procure organic waste products such as compost and mulch to use or giveaway. Alternatively, jurisdictions may comply through direct service providers, who procure compost and mulch on behalf of the jurisdictions.

COMPOST GIVEAWAYS

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

As part of the organics processing contracts with Cold Creek Compost, WM Redwood, and Napa Recycling, Zero Waste Sonoma has access to a compost allotment of 1700 cubic yards every calendar year. With significant assistance from community volunteers, jurisdictions' staff, and organizational partners such as Daily Acts, Farm to Pantry, Zero FoodPrint, and the Gold Ridge and Sonoma Resource Conservation Districts, staff was able to give away 761 cubic yards of compost within the reporting period.

Most events were open to the public, and residents were encouraged to bring their own shovels and buckets to pick up compost. Staff received overwhelmingly positive reception of these events. The giveaways highlighted in peach indicate compost given to schools and organizations serving the community.

In addition, staff organized a compost facility tour at the WM Redwood facility concurrent with a compost giveaway event on 7/30/2022, attracting a total of 55 participants.



COMPOST GIVEAWAYS

CITY	DATE	EVENT	COMPOST AMOUNT (CUBIC YARDS)
Healdsburg	11/15/21	Farm to Fight Hunger	24
	3/15/22	Farm to Pantry	24
	4/1/22	Farm to Fight Hunger	48
	5/4/22	Community Center, 1557 Healdsburg Ave	48
Petaluma	4/23/22	Petaluma Bounty	40
	7/30/22	WM Redwood Facility, 8950 Redwood Hwy	17
Unincorporated	3/10/22	5299 Hall Rd	40
	4/24/22	Fort Ross School, 30600 Seaview Rd, Cazadero	40
	5/19/22	Dunbar Elementary, 11700 Dunbar Rd, Glen Ellen	20
Santa Rosa	3/27/22	A Place to Play	40
	4/5/22	South Park Community Garden	20
	5/23/22	Larkfield Community Garden	40
Sebastopol	3/12/22	425 Morris Street Sebastopol - Behind Youth Annex	80
	4/24/22	425 Morris Street Sebastopol - Behind Youth Annex	40
Sonoma	3/20/22	Sonoma Garden Park	20
	3/20/22	Sonoma Larson Park	20
	4/16/22	Sonoma Larson Park	20
	4/22/22	Sonoma Garden Park	30
	4/22/22	Orchard Ave	30
Windsor	2/5/22	Keiser Park, 700 Windsor River Rd	48
	4/9/22	Keiser Park, 700 Windsor River Rd	96
TOTAL		21	761

The giveaways highlighted in peach indicate compost given to schools and organizations serving the community.



ORGANICS COST CENTER

JUSTIFICATION: MANDATED - Required by State Legislation, SB 1383. Under state law, local jurisdictions are responsible for providing outreach, education, monitoring for compliance, and reporting to CalRecycle.

WHO WORKS: Staff

FUNDING: Organics Cost Center

DURATION: Ongoing

DESCRIPTION: Commencing January 1, 2022, all commercial entities must subscribe to regular organics collection service in addition to recycling and garbage. Generators may apply for a waiver from the recycling and/or organics collection requirements if they produce minimal organic waste (de minimis) or have a demonstrable space constraint. In addition, certain generators are identified as Tier I and II Commercial Edible Food Generators (e.g., supermarkets, grocery stores, food distributors, schools, restaurants >5000 sq. ft.) and must donate excess food to feed people.



SHORT-LIVED CLIMATE POLLUTANTS (SLCP) SB 1383

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022


Staff sent targeted mailings to all affected commercial generators using addresses provided by local franchised hauling companies (Recology Sonoma Marin, Sonoma County Resource Recovery, and Sonoma Garbage Collectors). The letters notified generators about the law which went into effect Jan 1, 2022, and included instructions for how to comply. Those identified as Tier I and II Commercial Edible Food Generators under SB 1383 received letters with additional information on how to comply with food donation/recovery requirements.

SB 1383 OUTREACH LETTERS

JURISDICTION	# LETTERS SENT	# TIER I AND II GENERATORS
Cloverdale	150	7
Cotati	259	4
Healdsburg	453	32
Petaluma	1,071	78
Rohnert Park	668	30
Santa Rosa	2,846	168
Sebastopol	304	18
Sonoma	108	47
Unincorporated	2,451	34
Windsor	251	20
TOTAL	8,561	438

SB 1383 COMPLIANCE AS OF 4/19/22

JURISDICTION	% COMPLIANCE
Cloverdale (CLO)	73%
Cotati (COT)	86%
Healdsburg (HEA)	80%
Petaluma (PET)	68%
Rohnert Park (ROH)	75%
Santa Rosa (SRF)	73%
Sebastopol (SEB)	80%
Sonoma (SON)	100%
Unincorporated (SoCo)	77%
Windsor (WIN)	63%



ZERO WASTE SONOMA


CALIFORNIA SB 1383


— Short-lived Climate Pollutants —

NEW REGULATIONS TAKE EFFECT ON JANUARY 1, 2022, AND ESTABLISH STATEWIDE GREENHOUSE GAS EMISSION REDUCTION GOALS:

- By 2025, reduce the amount of organic material disposed in landfills by 75% from the 2014 level.
- By 2025, no less than 20% of edible food currently disposed in landfills must also be recovered for human consumption.

SB 1383 is the most aggressive waste reduction law to be adopted in California for the past 30 years. The law will affect almost everyone, and unlike previous laws, jurisdictions may issue penalties for non-compliance. A summary of requirements is provided in this guide, and free educational resources and assistance are available to help you achieve compliance.

GUIDE TO CALIFORNIA SB 1383  WWW.ZEROWASTESONOMA.GOV



FREE VIRTUAL COMPOSTING WORKSHOP

UC MASTER GARDENER PROGRAM OF SONOMA COUNTY

VIRTUAL WORKSHOP: COMPOSTING MAY 5, 2020

JENNIFER ROBERTS

RECORDED HOME COMPOSTING WORKSHOPS

Due to the pandemic, the ZWS budget was reduced, and the contract with the UC Cooperative Extension (UCCE) for home composting workshops was not renewed. However, the last few composting workshops were conducted virtually, and the recordings in English and Spanish are available on the website as an evergreen resource. In addition, the trifold pamphlets “Hints for Composting” and “Putting Worms to Work” were updated with help from the UCCE and are also available online.

<https://zerowastesonoma.gov/home-composting>

EDUCATION COST CENTER

JUSTIFICATION: MANDATED - Required by State Legislation, AB 341. Under state law, local jurisdictions are responsible for providing outreach, education, monitoring, and reporting to CalRecycle.

BOARD DIRECTED- City/County Payment Program (Grant funded)"

WHO WORKS: Staff

FUNDING: Education Cost Center and CalRecycle grant funded

DURATION: Ongoing

DESCRIPTION: As of July 1, 2012, AB 341 Applies to establishments producing 4 cubic yards or more of commercial solid waste per week and multifamily dwellings of 5 units or more. CalRecycle's City County Payment Program allows ZWS to administer grant funds aimed to increase beverage container recycling in member jurisdictions.

MANDATORY COMMERCIAL RECYCLING (MCR) AB 341 AND BEVERAGE CONTAINER RECYCLING

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

Activities in this reporting period included soliciting requests from jurisdictions and public agencies for new water refill station infrastructure. These stations encourage the public to reuse and refill their existing water bottles, rather than purchase single-use containers, leading to decreased demand for plastic, reduced litter from single-use packaging, and less waste.

In addition, indoor and outdoor recycle bins are available on an ongoing basis to businesses, schools, multifamily dwellings, and government.

The City/County Payment Program continues to be implemented by ZWS staff to fund products and services related to beverage container recycling and litter abatement. Allotted grant funds were full expended in FY 19-20, and are on track to be fully expended in the current grant cycle.



CALRECYCLE REPORTING EXPENDITURES GRANT CYCLE FY 21/22

TYPE OF EXPENDITURE	DOLLAR AMOUNT	% OF TOTAL
WATER REFILL STATIONS	\$68,603.84	90.5%
STAFFING/TRAINING	\$7,231.71	9.5%
TOTAL	\$75,835.55	100%

AB 341 COMPLIANCE AS OF APRIL 2022

JURISDICTION	COMPLIANT COMMERCIAL ACCOUNTS	COMPLIANT MULTI-FAMILY DWELLINGS
Cloverdale	89%	90%
Cotati	90%	97%
Healdsburg	91%	100%
Petaluma	92%	94%
Rohnert Park	88%	92%
Santa Rosa	93%	98%
Sebastopol	93%	86%
Sonoma	96%	96%
Unincorporated	91%	90%
Windsor	95%	95%

CALRECYCLE REPORTING EXPENDITURES GRANT CYCLE 19/20

TYPE OF EXPENDITURE	DOLLAR AMOUNT	% OF TOTAL
Water Refill Stations	\$12,299.77	9.0%
Litter Clean-up Supplies	\$4,545.30	3.3%
Elementary School Education	\$39,800.00	29.0%
Staff & Trainings	\$7,781.15	5.7%
Public Parks / Recreational Areas	\$72,745.78	53%
TOTAL	\$137,172.00	100%



RESULTS HIGHLIGHTS

Approximately \$75,835.55 in CalRecycle City/County Annual Payment grant funding spent. Grant Cycle 20-21/FY 21-22

\$137,172 CalRecycle City/County Payment Program grant funding spent. Grant Cycle 19-20/FYs 20-22

EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA Provide recycling information in Spanish (Section 4.7.3.4 of the ColWMP).

WHO WORKS: Contractor (Soluna Outreach Services)

FUNDING: Education Cost Center and CalRecycle Used Oil Payment Program (OPP)

DURATION: Ongoing annual contract (July 1, 2021 - June 30, 2022)

DESCRIPTION: Soluna Outreach Services uses a multi-media advertising approach including radio advertng and person-to-person outreach at events.

SPANISH LANGUAGE OUTREACH

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

Activities in this reporting period included participation in bilingual outreach, Spanish business visits, outreach to community groups (Head Start/Early Start Community Action Partnership and Pasitos Parents Program), and Spanish radio programming (KBBF, Radio Lazer/La Mejor).

Note that bilingual outreach supports other ZWS programs (Used Motor Oil/Filter Recycling Outreach and general outreach).

TARGETED SPANISH EVENTS AND MEETINGS

EVENT NAME	# EVENT DAYS	NOTES
Various Farmer's Markets	14	Various jurisdictions
Pasitos Parents Program	17	Soluna Outreach Services conducts presentations about recycling, conservation, and environmental health to parents that participate in these three programs.
Other Events (Lilliput Families, Día de los Muertos, binational health fairs, cultural events, and safety fairs)	118	
TOTAL	149	



SPANISH LANGUAGE RADIO INTERVIEWS

RADIO	# INTERVIEWS
KBBF 89.1 FM Nuestra Tierra Radio Program (15-minute segment live interviews)	50 segment interviews
Radio Lazer 107.1FM / La Mejor 104.1FM Que Sucede en la Comunidad (15 and 30-minute pre-recorded interviews)	4 interviews
Radio Lazer 107.1FM / La Mejor 104.1FM Que Sucede en la Comunidad (15 and 30-minute pre-recorded interviews)	9 live interviews
TOTAL	63

RESULTS HIGHLIGHTS

149 targeted Spanish events and meetings conducted

63 Spanish language radio interviews conducted airing on KBBF, Radio Lazer, and La Mejor

EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA Communicate recycling information using the web (Section 4.7.2.3 of the ColWMP).

WHO WORKS: Staff and Contractor (The Engine is Red)

FUNDING: Education Cost Center

DURATION: Ongoing

WEBSITE ZEROWASTESONOMA.GOV

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

The zerowastesonoma.gov website has been a valuable tool for us to keep the community aware of events, protocols, and updates during the COVID-19 shutdowns.

Website usage tallies were generated by Google Analytics.

TOP TOPICS

PAGE	7/1/21-6/30/22 VISITS
Home page	38,025
E-Waste disposal page	28,410
Materials page	14,505
Household Hazardous Waste Facility page	27,702
Disposal Site Fee Schedules	24,596



WEBSITE ZEROWASTESONOMA.GOV ENHANCEMENTS INCLUDE:

COMPATIBLE WITH MOBILE DEVICES AND TABLETS

MAPPING OF REUSE AND RECYCLING DROP-OFF LOCATIONS

CALENDAR OF EVENTS, MEETINGS, AND WORKSHOPS

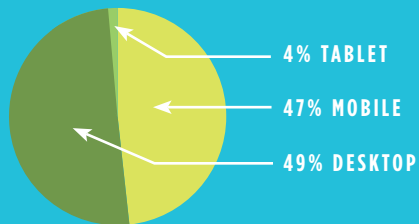
OF ZEROWASTESONOMA.GOV VISITORS PER JURISDICTION

JURISDICTION	7/1/21-6/30/22	7/1/20-6/30/21	TOTAL
Santa Rosa	29,700	30,362	60,062
Petaluma	11,501	11,301	22,802
Windsor	10,180	7,459	17,639
Sebastopol	8,362	7,170	15,532
Rohnert Park	7,020	4,784	11,804
Sonoma	4,041	5,656	9,697
Unincorporated	369	319	688
Healdsburg	1,795	2,657	4,452
Cotati	801	692	1,493
Cloverdale	1,983	2,021	4,004
TOTAL	124,687	116,049	240,736

WEBSITE USAGE

	7/1/21-6/30/22	7/1/20-6/30/21	TOTAL
Total number of visitors	124,687	116,049	240,736
New Visitors	123,554	114,955	238,509
Sessions	176,873	166,511	343,384
# Sessions per visitor	1.42	1.43	
Page views	437,158	447,929	885,087
Pages/session	2.47	2.69	
Returning visitors	25,809	25,995	51,804
Average Session (mins)	1:46	1:58	
Bounce rate	59%	57%	

OVERALL DEVICE USERS FY 21-22



RESULTS HIGHLIGHTS

135,654 visitors overall; 87,231 visitors within Sonoma County.

The most website visitors reside in Santa Rosa, San Francisco, and Petaluma, respectively.

San Francisco (13,749 users), San Jose (4,919 users), Ashburn (3,640 users), and Los Angeles (3,431 users) were in the top ten cities of users FY 21-22.

Top out-of-state users were based in Seattle (681), New York (498), and Annapolis (283).

CALENDAR

Events are free for all Sonoma County residents to attend unless otherwise specified.

Calendar List

EVENT TYPES

◀ MAY 2022 ▶

[Go to Today](#)

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Household Hazardous Waste
Local Task Force

eWaste
Zero Waste

Outreach
Compost

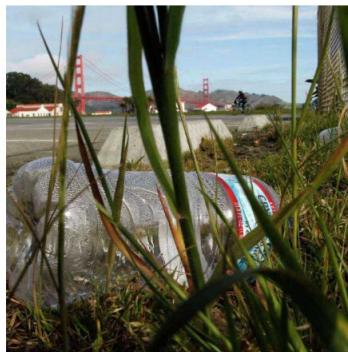
Board Meetings
Mattress Recycling

The zerowastesonoma.gov website is translated into 13 languages, for easy access to our constituents.

Website translation tallies were generated by ConveyThis, the translation platform.

WEBSITE TRANSLATION RATES

LANGUAGE	# VIEWS OF WEB TRANSLATIONS
Spanish	97
Vietnamese	2
French	4
Tagalog	2
Amharic	1
Chinese (Sim)	1
Swahili	1
Thai	1
TOTAL	109



ZERO WASTE GUIDE (ENGLISH AND SPANISH)

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

The 24-page 2022 Guide theme was Healthy Environment, Healthy Community and the 2021 Guide theme was Compost for the Environment. The printed version of the guides were distributed at outreach events and to interested parties (e.g., libraries, city and county offices, multi-family complexes, and businesses). An electronic version of the Guide was posted on the zerowastesonoma.gov website.

In 2022, the Recycle Guide was organized by program, including a section for Zero Waste lifestyle:

- Zero Waste Lifestyle
- What's New in Waste
- Mandatory Business Recycling and Composting
- Composting
- Curbside Reminders
- Drop-off Recycling
- Curbside Services
- Visiting Disposal Sites
- Construction and Demolition
- Household Hazardous Waste (HHW) Disposal
- Used Motor Oil and Filter Recycling
- Batteries, household
- Electronic waste
- Fluorescents
- Medicines and syringes
- Where does it go? Think again

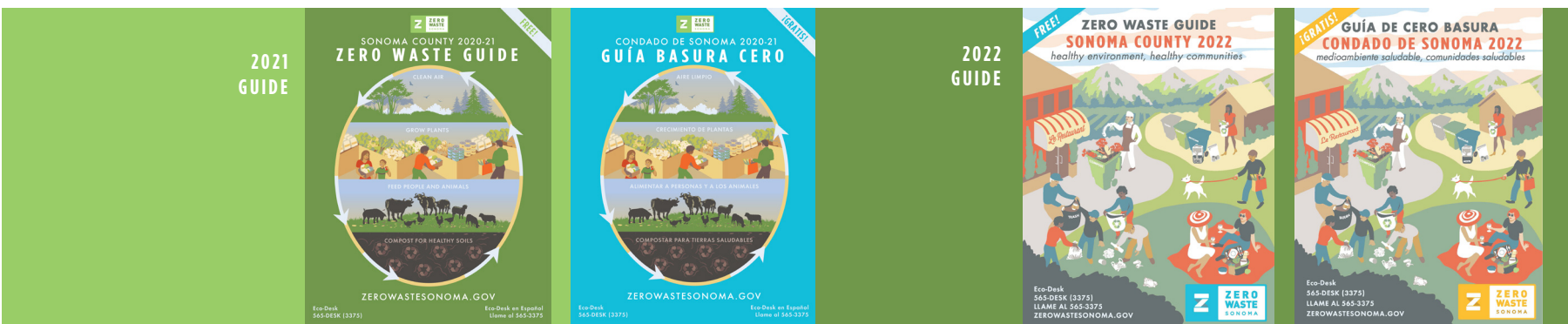
JUSTIFICATION: MANDATED – JPA Provide recycling information to all County residents and businesses (Section 4.7.2.1 of the ColWMP) BOARD DIRECTED (Spanish Guide)

WHO WORKS: Staff and Contractor (Soluna Outreach Services)

FUNDING: Education Cost Center

DURATION: Ongoing

DESCRIPTION: The annual Zero Waste Guide (English and Spanish versions) is a comprehensive resource for recycling, reuse, and hazardous waste disposal options in Sonoma County.



EDUCATION COST CENTER

JUSTIFICATION: MANDATED – JPA Provide recycling information by phone to all County residents and businesses (Section 4.7.2.2 of the CoIWMP)

WHO WORKS: Staff and Contractor (Soluna Outreach Services for Spanish language)

FUNDING: Education Cost Center

DURATION: Ongoing

DESCRIPTION: Daily telephone and email response to questions from the public on recycling, disposal, and household hazardous waste.

The English language Eco-Desk is comprised of pre-recorded information for Household Hazardous Waste, Recycle Guide, Motor oil and filter recycling. Callers are also given the option to talk to a live person. Website inquiries are also logged in the Eco-Desk database.

QUESTION CATEGORIES

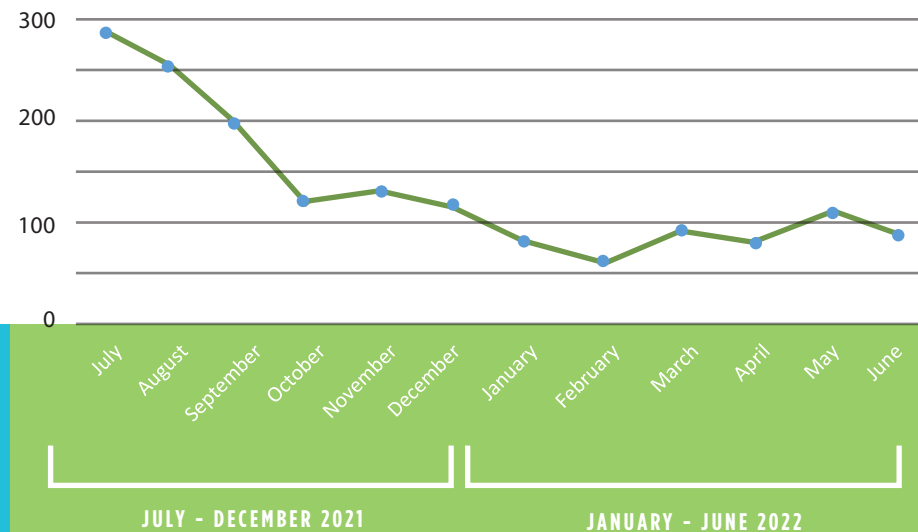
	# ENGLISH CALLS
E WASTE	134
HHW MISC	133
RECYCLING MISC	168
HAULER QUESTION	73
MOTOR OIL & FILTERS	40
PAINT	42
RESIDENTIAL COMPOSTING	37
TREATED WOOD	22
TOTAL	1,616

ECO-DESK (ENGLISH AND SPANISH)

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

Callers are given the option to speak to a ZWS staff member directly after listening to pre-recorded information, or to leave a message.

ENGLISH ECO-DESK CALLS PER MONTH



1,616 ENGLISH CALLS IN FY 21-22

NUMBER OF ECO-DESK CALLS HISTORICALLY BY CALENDAR YEAR

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	JAN-JUNE 2022
Number of English Calls	1,585	1,759	2,149	1,712	1,307	1,216	1,998	1,426	2,263	1,001	1,674	2,959	856
Number of Spanish Calls	150	105	104	83	49	30	20	47	19	41	25	39	18

CALLS BY JURISDICTION ENGLISH JULY 1, 2021 - JUNE 30, 2022

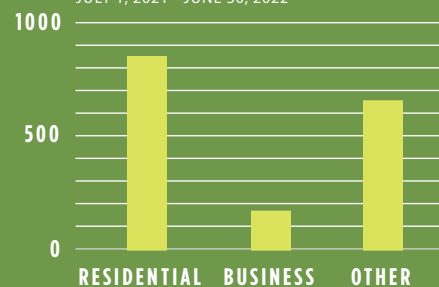
JURISDICTION	# ENGLISH CALLS
Unknown or out-of-county (includes website inquiries)	1,389
Santa Rosa	67
Unincorporated	9
Petaluma	31
Sebastopol	12
Windsor	57
Sonoma	20
Healdsburg	11
Rohnert Park	10
Cloverdale	6
Cotati	4
TOTAL	1,616

TOPIC ENGLISH JULY 1, 2021 - JUNE 30, 2022

JURISDICTION	# ENGLISH CALLS
Hang up	525
Recycling	168
HHW	133
Disposal	53
Hauler billing or service	73
Other	513
Composting	50
Motor oil and filters	40
Mattresses	43
Ordinance	18
TOTAL	1,616

ENGLISH ECO-DESK CALL TYPE

JULY 1, 2021 - JUNE 30, 2022



RESULTS HIGHLIGHTS

1,616 English language Eco-Desk calls were answered in FY 21-22.

English Eco-Desk call volume increased by 76% from 2020 to 2021.

Spanish Eco-Desk call volume increased by 56% from 2020 to 2021.

The most frequently asked questions related to recycling and household hazardous waste disposal.

Santa Rosa and Windsor generated the most inquiries.

EDUCATION COST CENTER

JUSTIFICATION:	MANDATED – JPA (Section 4.7.2.9 of the ColWMP)
WHO WORKS:	Staff and Contractor (Soluna Outreach Services for Spanish language and UCCE for Home Composting)
FUNDING:	Education Cost Center
DURATION:	Ongoing
DESCRIPTION:	Participation in events provides an opportunity to reach people at their convenience.

FAIRS

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

ZWS participated in one-day and multiple-day outreach events, in both English and Spanish languages. For multi-day events such as the Cloverdale Citrus Fair, Sonoma Marin Fair, and the Sonoma County Fair, the exhibit theme was Choose to Reuse.

This year we sold, donated, or gave away the remaining promotional items purchased before COVID-19 in order to start fresh with merchandise next year.



SAMPLING OF EVENTS

- Bodega Bay Farmer's Market
- Cloverdale Car Festival
- Cloverdale Citrus Fair
- Dia De Los Muertos at Cloverdale Plaza
- El Mercado Market at Roseland Village
- Father's Day Car Show
- Fix-It Clinic & Reuse Fair
- Forestville Farmer's Market
- Healdsburg Farmer's Market
- Kid's Day Parade in Cotati
- Occidental Farmer's Market
- Pasitos Program
- Peacetown Sebastopol
- Plastic Free July
- HeadStart Parent Presentation
- Reuse Coalition Meeting
- Santa Rosa Earth Day
- Korbel's Environmental, Health and Safety Fair
- The Water Smart Expo
- VegFest
- Windsor Farmer's Market
- Mattress Collection Event
- Household Hazardous Waste Events
- Santa Rosa Downtown Market
- Sonoma County Fair
- E-Waste Events
- DMV outreach
- Wednesday Night Markets

EVENTS BY JURISDICTION

JURISDICTION	# EVENTS	# EVENT DAYS	# HOURS OUTREACH
Cloverdale	15	22	151
Cotati	5	5	19
Healdsburg	10	12	57
Petaluma	19	23	112
Rohnert Park	6	8	40
Santa Rosa	61	69	274
Sebastopol	7	9	34
Sonoma	12	16	57
Unincorporated	32	35	122
Windsor	8	10	30
TOTAL	175	209	896



RESULTS HIGHLIGHTS

175 outreach/education events were completed.

209 outreach/education event days were completed.

896 outreach/education hours were completed.

EDUCATION COST CENTER

JUSTIFICATION: BOARD DIRECTED
WHO WORKS: Staff
FUNDING: Education Cost Center
DURATION: Ongoing
DESCRIPTION: Manage online marketing options for ZWS topics using services such as Twitter, Facebook, NextDoor, LinkedIn, and Instagram.

SOCIAL MEDIA ON-LINE MARKETING OUTREACH

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

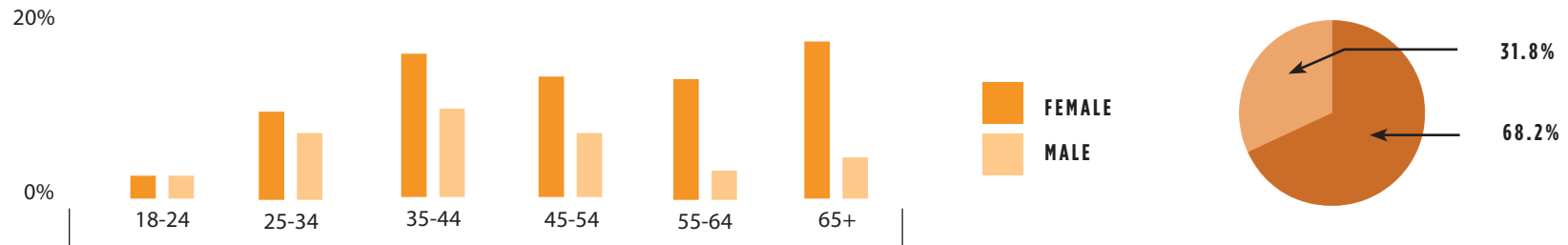
Activities in this reporting period included maintaining Facebook, Twitter, and Instagram social media accounts. In addition, ZWS partnered with the County of Sonoma Public Information Office to post on NextDoor for e-waste events.

Facebook paid ads augmented paid print and radio advertising for e-waste, used motor oil/filter recycling, and HHW Collection Events.

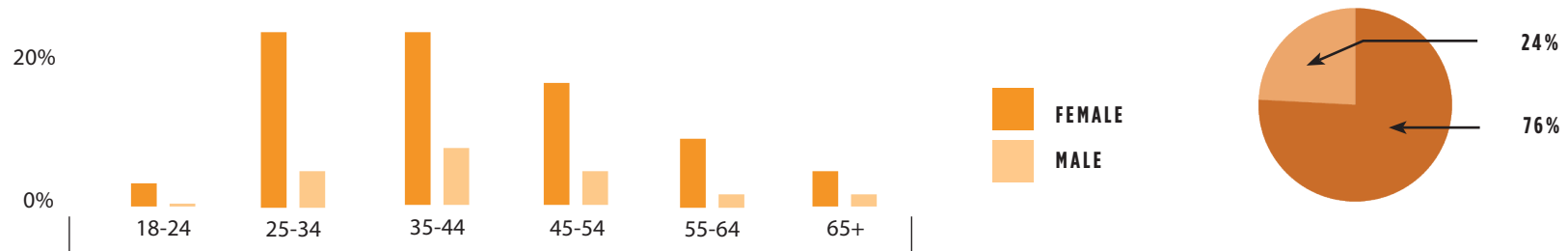
Facebook Insights was used to provide analytical data.



AGE & GENDER OF FACEBOOK FOLLOWERS



AGE & GENDER OF INSTAGRAM FOLLOWERS



RESULTS HIGHLIGHTS

ZWS has 3,861 Facebook followers.

ZWS has 467 Twitter followers.

ZWS has 1,259 Instagram followers.

HHW COST CENTER

JUSTIFICATION: MANDATED – JPA Comply with regulations, contract administration/oversight (Section 5.3 of the CoIWMP)

WHO WORKS: Staff and Contractor (Clean Harbors)

FUNDING: Household Hazardous Waste Cost Center

DURATION: Ongoing

DESCRIPTION: Manage contract for collection of hazardous waste from residents and VSQG (businesses) at the Household Hazardous Waste Facility (HHWF), HHW Collection Events, and HHW Rover Pickup Service. Provide education resources for the program as needed and coordinate with local organizations.

The ZWS education program supports advertising for residential and business opportunities for household hazardous waste collection.

HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

The HHW program is comprised of the permanent collection facility at Central Disposal site and related temporary events. The HazMobile, a partnership with Mendocino County, serves the unincorporated area in the North County.

In this reporting period, HHW programs were advertised in the annual Zero Waste Guide, waste hauler newsletters, and through social media postings.

The permanent HHW Facility also serves as a PaintCare collection site, saving ZWS money as program products delivered to the facility are recycled through the PaintCare Program with no cost to ZWS for disposal.



HHW EVENTS INCLUDING HAZMOBILE EVENTS

JURISDICTION	# HHW AND HAZMOBILE EVENTS	PARTICIPANTS	AVERAGE PARTICIPANTS PER EVENT
Cloverdale	4	232	58
Cotati	2	73	37
Healdsburg	3	191	64
Petaluma	2	73	37
Rohnert Park	2	88	44
Santa Rosa	13	952	73
Sebastopol	3	163	54
Sonoma	3	171	57
Unincorporated	13 HHW Events 1 HazMobile	487 HHW Events 57 HazMobile	37 HHW Events 57 HazMobile
Windsor	4	272	87
TOTAL	50	2,759	55

POUNDS OF WASTE COLLECTED PER PROGRAM

HHW PROGRAM	FACILITY (RESIDENTS)	FACILITY (VSQG)	EVENTS	ROVER	REUSE
Pounds Collected	1,195,693	25,345	139,537	25,432	112,251
				TOTAL	1,498,258

PARTICIPANTS PER PROGRAM

HHW PROGRAM	FACILITY	VSQG	EVENTS	ROVER	REUSE
Participants FY 21/22	16,334	154	2,759	188	N/A
Participants FY 20/21	21,074	162	1,487	77	N/A
TOTAL	37,408	316	4,246	265	N/A



RESULTS HIGHLIGHTS

50 HHW Collection Events and 1 HazMobile Event were held.

2,759 participants in HHW Collection and HazMobile Collection events with an average of 55 participants per event; participation in the HHW Collection dropped by 18.63% but material collected at events increased by 1.5%. Residential participation at the HHWF decreased from about 21,000 to 16,000 participants. This demonstrates the hard work by our HHWF team that they could accommodate the high participation during the initial COVID-19 response. Our participation numbers are now nearing a normal level.

1,498,258 pounds of HHW collected in FY 21-22; the PaintCare program has saved ZWS \$239,390.

HHW COST CENTER

JUSTIFICATION:	BOARD DIRECTED
WHO WORKS:	Contractors (Soluna Outreach Services, Gigantic Idea Studio)
FUNDING:	Grant funded CalRecycle's Oil Payment Program (OPP)
DURATION:	Ongoing. Contractor agreement from July 1, 2017-June 30, 2023
DESCRIPTION:	This program includes a wide variety of efforts from reporting and auditing to collection and education. Funding is provided through the CalRecycle's Oil Payment Program (OPP). Actual projects vary year to year depending on State funding levels.

MOTOR OIL AND FILTER RECYCLING

REPORTING PERIOD JULY 1, 2021 TO June 30, 2022

Quantities of motor oil and filter recycling is tallied for HHW programs, CalRecycle-certified collections centers (e.g., automotive suppliers/repair shops), non-certified collection centers, and waste hauler-operated curbside program.

In this reporting period, infrastructure and collateral created to support used motor oil/filter recycling included the following:

- Bilge pads for marinas
- Filter drainers, oil rags, and funnels for do-it-yourselfers
- List of Certified Collection Centers (updated for annual Recycle Guide)
- Storm drain markers

In addition, programs were advertised using a robust multifaceted bilingual education campaign.



USED MOTOR OIL AND FILTER RECYCLING OUTREACH SUMMARY

TYPE OF OUTREACH	NOTES
DMV Outreach	20 education/outreach visits were conducted at DMV locations in Santa Rosa and Petaluma.
Home Delivery	Delivered oil filter drainers to 38 residents across Sonoma County.
Community presentations	17 Pasitos presentations were given in FY 21-22. BILINGUAL PRESENTATIONS HeadStart programs coordinated by Community Action Partnership Sonoma County. BILINGUAL PRESENTATIONS These presentations were directed to the parents that participate in these programs. Both programs attract different groups of parents every year.
Media Outreach	"Que Sucede?" ("What's Happening?") and "Comunidad en Vivo," both Spanish language radio programs produced and aired on KSRT Radio Lazer and KJOR La Major. Nuestra Tierra (Our Earth) that airs live in Spanish at KBBF Radio station in Santa Rosa.
Certified Collection Center Site Visits	Conducted site visits at 89 used oil CCCs and completed CalRecycle required site visit forms.
Labor Centers	On a monthly basis, provided used motor oil and filters recycling information to patrons of the Graton, Healdsburg, and Fulton Labor Centers.
Community Events	Conducted used motor oil and filter outreach at over 50 events. Events usually combined general ZWS topics. For a sampling of events, see page 17.
Riders Recycle Program	Direct outreach at the Cloverdale Car & Motorcycle Show, Z2 Track Day at Sonoma Raceway, and the Cloverdale Citrus Fair. 97% of residents surveyed said they recycle their motor oil.
ESL Outreach	Prepared used oil recycling classroom materials/lesson ("The Family Car") for adult English learners through the Santa Rosa Junior College non-credit ESL program.



RESULTS HIGHLIGHTS

Certified collection centers (CCCs) saw a decrease of 8% in oil collection and a decrease of 33% in filter collection.

Non-certified collection centers saw a nearly 30% increase in collection of oil and a 90% increase in collection of filters.

Curbside collection of oil was down by 11%, but collection of filters curbside increased by nearly 300%.

Overall, oil and filter collection was down from the previous year, while the ratio of filters per gallon of oil received increased from 39% to 58%.

HHW COST CENTER

JUSTIFICATION:	MANDATED - ColWMP/Section 5.4.1.8 Provide recycling information to all County residents
WHO WORKS:	Staff and Contractor (Conservation Corps North Bay, Mattress Recycling Council, and JD Advertising)
FUNDING:	HHW Cost Center
DURATION:	Monthly events contracted until December, 2022
DESCRIPTION:	This program accepts electronics that are defined as household 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 ZWS. ZWS pays for site fees and coordinates advertising.

E-WASTE (AND MATTRESS) RECYCLING EVENTS

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

ZWS held two types of collection events, e-waste collection events and mattress collection events held in conjunction with e-waste events.

E-waste collection events have been operated by the Conservation Corps North Bay (CCNB) since 2016. Mattress collections held in conjunction with e-waste events are organized through a partnership with CCNB and the Mattress Recycling Council (MRC). MRC, a non-profit, is responsible for implementing California's mattress recycling law.

Programs are advertised through paid advertising, in the annual Zero Waste Guide, and through social media.



FREE E-WASTE RECYCLING EVENT OAKMONT

August 13-14, 2022 • 9am-5pm
OAKMONT COMMUNITY CENTER
6637 OAKMONT DR, SANTA ROSA



zerowastesonoma.gov

POUNDS COLLECTED

JURISDICTION	POUNDS OF COVERED E-WASTE (TVS, LAPTOPS AND MONITORS)	POUNDS OF NON-COVERED E-WASTE
Cloverdale	8,601	12,612
Healdsburg	4,321	8,050
Petaluma	13,664	19,222
Rohnert Park	9,175	12,842
Santa Rosa	33,287	63,940
Sonoma	9,684	16,589
Unincorporated	10,695	18,522
Windsor	5,460	6,955
TOTAL	94,887	140,210

ENGLISH RADIO PAID ADVERTISING

RADIO	# 60-SEC. ADS
KFGY	80
KVRV	82
KSRO	96
TOTAL	280

ENGLISH NEWSPAPER PAID ADVERTISING

PRINT	# PAID ADS
Press Democrat	4
Sonoma Index Tribune	2
Northbay Bohemian	1
SoCo Times	3
TOTAL	10

E-WASTE AND MATTRESS COLLECTION EVENTS

JURISDICTION	# E-WASTE EVENTS	# MATTRESS EVENTS	PARTICIPANTS AT E-WASTE EVENTS	# OF MATTRESSES COLLECTED
Cloverdale	2	2	449	167
Healdsburg	1	1	247	77
Petaluma	2	1	645	92
Rohnert Park	1	0	368	0
Santa Rosa (including Oakmont)	3 Santa Rosa 2 Oakmont	1 Santa Rosa 1 Oakmont	1,022 Santa Rosa 940 Oakmont	58 Santa Rosa 59 Oakmont
Sonoma	2	2	453	111
Unincorporated	2	2	494	119
Windsor	1	0	212	0
TOTAL	16	10	4,830	683



RESULTS HIGHLIGHTS

4,830 participant donors participated in monthly ZWS and CCNB e-waste events.

94,887 pounds of Covered Electronic Waste (CEW) (TVs, laptops, and monitors) was collected.

140,210 pounds of miscellaneous e-waste was collected.

HHW COST CENTER

JUSTIFICATION:	MANDATED - JPA Required by regulation, contract administration/oversight (Section 5.4.1.8 of the ColWMP)
WHO WORKS:	Staff and Contractor (Recology Sonoma Marin and Onsite Electronics)
FUNDING:	HHW Cost Center
DURATION:	Agreement for e-waste handling, transporting, and recycling expires in June 2023.
DESCRIPTION:	Transport and properly dispose of electronic wastes collected at all of the County-owned disposal sites.

E-WASTE COLLECTION AT DISPOSAL SITES

REPORTING PERIOD OF CALENDAR YEAR 2021

E-waste collection is offered at all County Refuse Disposal Sites. A contract with Onsite Electronics provides for sorting, transportation, and recycling of electronic waste from these locations. The e-waste industry continues to experience fluctuations in accepted material and we continue to see reduced weight in material accepted due to a phasing out of heavy items such as cathode ray tube devices (CRTs).

POUNDS OF E-WASTE COLLECTED BY TRANSFER STATIONS

TRANSFER STATION	CEW WEIGHT (CRT + FLATSCREENS INCLUDED)	UWED WEIGHT	TOTAL WEIGHT
Annapolis Transfer Station	14,083	15,943	30,026
Central Disposal Site	304,063	355,726	659,789
Guerneville Transfer Station	44,751	49,712	94,463
Healdsburg Transfer Station	102,769	97,066	199,835
Sonoma Transfer Station	94,047	100,398	194,445
TOTAL	559,713	618,845	1,178,558

**CEW = COVERED ELECTRONIC DEVICES
(ANYTHING WITH A SCREEN LARGER THAN
4 INCHES)**

**UWED = UNIVERSAL WASTE ELECTRONIC
DEVICES (ALL OTHER E-WASTE)**

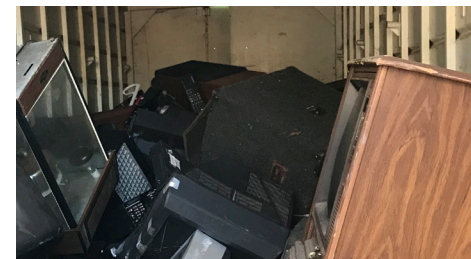


ACCEPTABLE ELECTRONIC DEVICES

- Answering machines
- Calculators
- CD players
- Cell phones
- CPAP/Bi-PAP machines
- Copiers
- CRT monitors
- CRT televisions
- Desktop computers
- Digital cameras
- DVD players
- Electronic cables
- Fax machines
- Hard drives
- Keyboards/mice
- Laptop computers
- LCD monitors
- LCD television
- LED monitors
- LED televisions
- Microwaves
- Modems/routers
- Network equipment
- Plasma monitors
- Plasma televisions
- Portable DVD players
- Power cords/adapters
- Printers
- Radios
- Rear projection and DLP TVs
- Remote controls
- Robotic vacuums
- Scanners
- Servers
- Stereos
- Tablets
- Telecom equipment
- Telephones
- VCRs
- Video games consoles
- Zip drives

UNACCEPTABLE ITEMS

- **Appliances** such as air purifiers, refrigerators, freezers, washers, dryers, stoves, ovens, water heaters, air conditioners
- **Ballasts/capacitors**
- **Batteries** other than those in electronic devices
- **Battery powered consumer products** such as power tools, toys, toothbrushes, cordless power tools
- **Contaminated electronic waste** such as medical equipment
- **Exercise/sporting equipment** (an incorporated tv screen should be recycled as e-waste)
- **Fans**
- **Gas cylinders** (propane, etc)
- **Gas powered lawn equipment**
- **Household hazardous waste** (pesticides, aerosols, cleaners)
- **Lamps and light bulbs**
- **Medical equipment** (can be accepted on a case-by-case basis)
- **Mercury containing** (thermostats, switches)
- **Miscellaneous household goods** such as Swiffers™, clocks, waffle irons, irons, sanders, staplers, lamps
- **Non-electronic items** such as CDs, VHS Tapes, DVDs, memory sticks and floppy discs
- **Radioactive devices** (including smoke detectors and exit lights)
- **Satellite dishes**
- **Small kitchen appliances**
- **Solar panels**
- **Vacuum cleaners, shop vacs**
- **Vehicle air bags**
- **Wood**, including wood-encased stereo speakers



RESULTS HIGHLIGHTS

559,713 pounds of covered e-waste was collected at all County Refuse Disposal Sites.

619,845 pounds of non-covered e-waste/ universal waste electronic devices (UWED) was collected at all County Refuse Disposal Sites.

HHW COST CENTER

JUSTIFICATION: MANDATED – JPA Comply with regulations, contract administration/ oversight (Section 5.3 of the ColWMP)

WHO WORKS: Staff and Contractor (Cylinder Bottle Liquidators)

FUNDING: Household Hazardous Waste Cost Center

DURATION: Ongoing

DESCRIPTION: Manage contract for collection of hazardous waste from residents and CESQG (businesses) at the Household Hazardous Waste Facility (HHWF), HHW Collection Events, and HHW Rover Pickup Service. Provide education resources for the program as needed and coordinate with local organizations.

The ZWS education program supports advertising for residential and business opportunities for household hazardous waste collection.

SINGLE-USE PROPANE CYLINDER COLLECTION

REPORTING PERIOD JULY 1, 2021 TO JUNE 30, 2022

RETAIL PROPANE EXCHANGE LOCATIONS

JURISDICTION	RETAIL PROPANE EXCHANGE LOCATIONS
Petaluma	DeCarli's Propane
Rohnert Park	The Rental Place
Santa Rosa	REI Sports Basement U-Haul Blue Star Gas Guerneville Fulton Ace Hardware
Windsor	Oliver's Market



PARKS COLLECTION BINS

JURISDICTION	# OF DISPOSABLE 1-POUND PROPANE CYLINDERS COLLECTED
Santa Rosa	Spring Lake Regional Park
Unincorporated	Doran Regional Park Westside Regional Park Stillwater Cove Regional Park
TOTAL	5,700



Agenda Item #: 7
Staff Contact: Pagal
Agenda Date: 11/17/22
Approved By: LL

ITEM: Reusable Foodware Infrastructure & Service RFP

I. BACKGROUND

Polystyrene and Disposable Foodware Ordinances are in effect throughout Sonoma County jurisdictions. The primary purposes of the ordinance are to reduce litter and waste from single-use disposable foodware, eliminate polystyrene foam products and fluorinated chemicals in food ware, require foodware to be locally recyclable or compostable, and encourage reusables.

Apart from offering a voluntary fee/credit system to encourage customer reusables, another opportunity the Agency provides is a \$250 mini-grant for food facilities and events to replace single-use service ware with reusable alternatives or equipment to facilitate reuse.

The Cities of Santa Rosa and Sebastopol have adopted more progressive versions of the foodware ordinance, that require reusables be used for dine-in customers. The mini-grant and this RFP may support compliance and further expand the presence of reusable foodware throughout Sonoma County.

This is the first Reusable Foodware Infrastructure & Service RFP that the Agency has brought forward for consideration from the Board, due to the emergent nature of this topic area.

II. DISCUSSION

A reusable foodware RFP was discussed in FY 22-23 Work Plan and approved in the final budget at the February 17, 2022 board meeting. The primary objectives of this limited term program are to:

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

The full scope of work for this project is drafted within the RFP.

III. FUNDING IMPACT

\$25,000 has been budgeted for this project for the current 22-23 FY, as well as an additional \$25,000 from the subsequent two fiscal years from the Contingency Reserve, for a total of \$75,000 over three fiscal years.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board direct staff to release the Request for Proposals with the attached scope of work.

V. ATTACHMENTS

RFP Scope of Work



REQUEST FOR PROPOSALS

TO IMPLEMENT A REUSABLE FOODWARE INFRASTRUCTURE & SERVICE PROGRAM

Proposals due 5:00 p.m. on December 21, 2022

Submit proposal to:

Sloane Pagal, Zero Waste Program Manager
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
sloane.pagal@sonoma-county.org

1. INTENT AND BACKGROUND

1.1 Definitions

This section contains definitions that are used throughout this RFP.

Agency: Zero Waste Sonoma (also known as Sonoma County Waste Management Agency), is a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.

County: The County of Sonoma, a political subdivision of the State of California.

Contractor: The person or entity awarded the contract.

Proposer: The person or entity submitting a proposal in response to the RFP.

1.2 Overview of Requested Services

Agency seeks proposals for a reusable food ware infrastructure and services program.

Reusable foodware systems and services are an innovative and emerging industry. A reusable foodware system is typically a turn-key service, where a vendor provides dishware, inventory management, collection and washing of used dishes, containers, cups, etc., as well as redistribution of clean foodware for take-out and delivery of prepared food, or a subset of these services. Custom solutions may include part of the service, such as dishwashing/sanitizing of foodware provided by a customer or another service provider, closed-loop systems within specific distribution parameters (e.g., meal services), or some alternative that addresses the objectives of this program.

The primary objectives of this project are to:

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

Section 4.2 details the Scope of Services requested by the Agency for this RFP.

All data and information furnished by Agency or referred to in this RFP are furnished for the Proposer's convenience. Agency does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation.

1.3 Existing Conditions & Context

Agency's Model Polystyrene and Disposable Food Service Ware Ordinance was adopted in 2018 and amended by the Board in January 2021. The goal of the Polystyrene and Disposable Food Service Ware Ordinance is to limit problematic single-use materials from entering the environment as litter and out of the local waste stream. As of November 2022, all Sonoma County jurisdictions have adopted some version of the ordinance, which prohibits the retail sale and use of select polystyrene foam products, requires single-use foodware to be locally compostable or recyclable, requires vendors to provide accessory items such as utensils, lids, straws, and condiments upon customer request only, requires vendors to procure and distribute foodware that is free of fluorinated chemicals (PFAS), and encourages the use of reusables. The Cities of Santa Rosa and Sebastopol have adopted a more rigorous ordinance that expands on the

Agency model to require reusables for dine-in customers. For specifics, please review municipal codes for each jurisdiction.

Life-cycle analysis studies of foodware show that reusables are better for the environment than single-use products and packaging in terms of greenhouse gas emissions, water consumption, resource extraction, waste generation, litter generation, and plastic pollution. Industry research from Upstream Solutions also shows significant benefits for business, including better customer experiences and insights, brand loyalty, and cost savings resulting from a transition from single-use to reusable foodware.

To help build capacity for reusables in Sonoma County, the development of local infrastructure and direct recruitment of food facilities must be prioritized. The purpose of this RFP is to identify one contractor to test a model that replaces single-use foodware with reusable alternatives, based on the geographic, social, and economic characteristics of Sonoma County, that is accessible and preferable to disposables. Solutions may include dishwashing services, cup and container rental/borrowing, reusable takeout and delivery programs, and more.

2. GENERAL INFORMATION

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

2.1 Questions

All questions pertaining to this RFP must be directed to:

Sloane Pagal, Zero Waste Program
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
fax: 707/565-1730 e-mail: sloane.pagal@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **December 5, 2022**; no response will be made to questions submitted after this date. Responses will be prepared to any questions received. The Proposer is solely responsible for providing their email address by **December 5, 2022** to the contact above so that the responses can be circulated as soon as available.

2.2 Agency Contact for Information

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

2.3 Appeals Process

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

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

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

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

2.4 Confidentiality

Agency has made a determination in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by Agency until the time Agency is considering award of a contract for the services. In the event a Proposer wishes to claim that portions of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Proposer may also request that such confidential documents be returned to Proposer upon completion of the RFP process, unless otherwise required by law. Blanket designations of "confidential" shall not be effective. Agency shall notify Proposer in the event that Agency receives any requests for disclosure under the Public Records Act for documents that have been marked confidential by Proposer. If the Proposer wishes to prevent the disclosure of such material, the Proposer shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, Proposer shall defend and indemnify Agency from any claims and/or litigation relating to a claim of confidentiality.

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

3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

3.1 Submittal Rules

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

- All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile, mailed or hand delivered proposals will be accepted.
- The proposal shall be submitted to Agency no later than **5:00 p.m. on December 21, 2022**. The e-mail subject line must clearly state **"Reusable Foodware Infrastructure and Service Proposal"** and the e-mail content must include the name and the address of the firm submitting the proposal. Proposals must be sent by email to Agency contact found in Section 2.1 above.

- Each proposal shall include all information required by this RFP and any subsequent addenda.
- Proposals received after the required submittal date and time will be rejected. The Agency will not, in any manner, be liable or responsible for any late delivery of proposals.

3.2 Rights of the Agency

Contractors shall submit an appropriately signed Exhibit A – Proposal Authorization and Acknowledgement Form stating that the Contractor agrees with the rights of Agency as described below. Agency shall have the right to:

- Award an agreement for services described in this RFP.
- Reject all proposals and not award an agreement.
- Reject any proposal.
- Select a proposal other than the lowest cost/highest payment proposal.
- If during the course of negotiations with a selected Contractor, the Agency determines in its sole discretion that an acceptable Agreement cannot be negotiated, the Agency reserves the right to suspend negotiations with that Contractor and begin negotiations with another Contractor. Also, the Agency reserves the right to undertake simultaneous negotiations of the final Agreement with more than one Contractor.
- Waive defects and/or irregularities in any proposal.
- Request from any Contractor at any time during the evaluation process, clarification of any information contained in the proposal.
- Request “Best and Final” offers.
- Conduct interview(s) with any Contractor(s).
- Negotiate terms and conditions that are different from those described in this RFP and Agreement.
- Contact references provided and seek information from any client with which the Contractor has done business.
- Take other such action that best suits the needs of Agency, its member agencies and/or their citizens.

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

4. PROPOSAL REQUIREMENTS

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

4.1 Letter of Submission

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

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

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number

- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

4.2 Scope of Work

The Agency is seeking the professional services of a Contractor with expertise in reusable foodware systems, technical assistance, and multi-lingual outreach. The selected Contractor will lead efforts to establish a reusable foodware service for interested businesses and patrons in Sonoma County. This will involve the following tasks:

Task 1: Work Plan

The Contractor will work with Agency Staff to finalize the service and to market the service to businesses. This will include participating in local business forums as well as meeting with individual businesses to promote the concept, or other direct outreach. The Contractor will submit a Work Plan that includes, at a minimum:

- Process necessary to establish a local program for implementing a reusable foodware system
- Description of infrastructure, products, staffing, and partnerships sought to support this program
- The overall goals of the project, the project implementation location(s) and timeline (from start to end), and the anticipated impact of the project
 - Goals should be specific, realistic, timely, and measurable

Agency is open to a range of project types including but not limited to:

- Implementing reusables for on-site dining and/or takeout at food facilities such as cafés, restaurants, and institutional dining facilities
- Reusable cups, containers and other foodware items for on-site use at events and large gatherings
- Launching or expanding services that facilitate the use of reusables, such as dishwashing services, cup and container rental services, etc.
- Testing reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception, and gather information on financial, operations, and environmental impacts
- Implementing reusable foodware systems operated by third-party vendors who provide, collect, wash, and redistribute the foodware
- Introducing reusable foodware for meal delivery apps and services, and other solutions that reduce the community's dependence on single-use foodware item

Task 2: Procure Products and Materials

The Contractor will identify what products it will offer and procure on behalf of the Agency as part of the program based on their understanding of the Agency's ten member jurisdictions. This could include cups, plate/dishes for in-house dining, silverware, and/or takeout containers. Agency is open to options for starting with certain products and expanding to others based on market adoption and business interest. Agency has done some initial outreach and has received strong interest in cups and utensils from a local franchise owner of a national chain.

Task 3: Conduct Outreach to Establish Community Partnerships

Agency will provide information related to previous reusables business outreach and share contact information that may assist the Contractor with partnership development. However, it is up to the Contractor to connect with and recruit food providers to participate in the program.

Task 4: Program Implementation

The Contractor will establish the infrastructure necessary to implement the reusable foodware program. This will include purchasing on behalf of the Agency the food ware products as well as ordering, installing, or identifying drop-off locations. If needed, Agency will work with the provider to identify dish washing facilities. This could include locations in community centers or local schools that already have dish washing capabilities or could support such operations with additional enhancements. Agency may work with the provider to determine local staffing needs and connect the provider to organizations that may be able to assist with hiring. The Contractor will operate the reusable food ware program for up to three consecutive fiscal years. This includes managing and implementing all aspects of the process from marketing and promotion to collection, cleaning and restocking and replacing foodware when necessary. The Contractor will perform tasks described in work plan on the proposed timeline.

Task 5: Monitoring and Communication

The Contractor will monitor program implementation progress and determine what improvements are needed to increase adoption by businesses and by customers. The Contractor shall compile the data reflecting;

- The number of businesses/organizations participating in the program,
- The number/volume and type of single-use items prevented, reused and/or recovered,
- The greenhouse gas emissions impact of the program, and
- How the program will be monitored and measured and the methodology by which you will measure impact, such as using software, estimating waste based on volume, etc.

This data should be reported annually through the contract term.

The Contractor will meet with Agency monthly initially and then quarterly or as needed to report the progress and challenges experienced and share recommendations for improvements. The intent of the program is to establish a long-term, viable reusable food ware service throughout the 10 member jurisdictions.

Task 6: Submit Interim and Final Reports

The Contractor will submit to the Agency a brief Draft Report for review and comment annually. The described above in Task 4, should be presented in sortable electronic and paper formats.

Minimum data to be presented includes:

- Number of participating food facilities
- Quantity of material by type converted from disposables to reusables for each entity and overall project
- Photo documentation and description of food facilities
- Brief case study of at least one participating restaurant, event, or facility
- Funding allocation for infrastructure, equipment, staffing,

Upon receiving comments from Agency, the Contractor shall prepare a Final Report annually and present it to the Agency.

4.3 Qualifications and Experience of Firm

The proposal should include the Contractor's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement. The Contractor will describe the history, purpose, and primary activities of their business. Indicate any similar projects previously implemented by your group. Describe the geographic area of current operations, entities you are providing services to, and the primary funding sources for your business.

If the Contractor cannot provide all of the information requested under Section 4.1.c. above, then the Contractor must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- Dates and a description of the services that were provided;
- Names and responsibilities of the team members involved with the referenced work; and
- Name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

Contractor should ideally provide a minimum of two (2) California governmental clients that Agency may contact to conduct a reference check regarding provision of the proposed service, if applicable.

4.4 Subcontractors

Contractor shall provide a list of all subcontractors to be utilized for any of the proposed services, including company name, mailing address, phone number, e-mail address, website URL (if available), contact's name and phone number, and function of subcontractor.

4.5 Schedule and Timeline

Period Work will commence when a signed contract is in place, preferably no later than January 1, 2023, and all work shall be completed within the fiscal year ending June 30, 2025. The start of work shall be the kickoff meeting with Agency.

4.6 Budget and Future Financial Sustainability

Work will be compensated on a time and materials basis. Contract pricing should include all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor will bill monthly. No additional compensation will be due by Agency unless the contract is modified for additional work requested by Agency.

Agency has allocated \$75,000 in total funding for this project over three fiscal years. The Contractor must provide details on how the budget will be used over the three fiscal years: (January 2023 - June 30, 2023; July 1, 2023 - June 30, 2024; July 1, 2024 - June 30, 2025)

The Contractor will define how the project might become financially viable and self-sustaining after the expiration of the funding period and/or what opportunities for scaling up might be unlocked through the program activities (e.g., identify opportunities to expand geographically or to a wider variety of disposable foodware items prevented, etc.). If applicable, provide details on how future expenses might be met, e.g., investment or grant funding opportunities once proof of concept is obtained, possible partnerships, etc.

4.7 Equity and Community Involvement

Referring to your proposed project and/or your organization's work in general, please describe efforts to advance equity and inclusion in your organization, in your community, and/or through your programs and services in one or more of the following areas:

- Increasing access for those in need of food, products and /or services.
- Improving the community by offering education, training, recreation or other lacking services.
- Job training and creation of jobs for marginalized and/or under-employed community members.
- Working with and supporting community organizations in your community.
- Other

NOTE: If you have addressed equity and community involvement in response to previous questions, no need to repeat. Just reference the question response(s) that contain(s) the information.

4.8 Insurance

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

4.9 Agreement for Services

The selected Contractor must execute and submit the Agreement, which includes a requirement to attached hereto as Exhibit B to this RFP, unless modified pursuant to the procedures set forth herein. Contractor shall identify in its proposal any requested modifications to the Agreement.

5. Evaluation of Proposals

This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria. Proposal Evaluation Criteria: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

Criteria	Points
Firm's (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References	20
Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services and equipment as defined in the RFP, including References	15
Demonstrated Understanding of the overall project and proposed approach that addresses the requested Scope of Work	50
Detailed Project Timeline	15

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

6. AGENCY RFP SCHEDULE

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
November 21, 2022	Distribution of RFP	AGENCY
December 5, 2022	Submit Written Questions (3:00 p.m.)	PROPOSER
December 7, 2022	Response to Submitted Questions	AGENCY
December 21, 2022	Proposals Due (5:00 p.m.)	PROPOSER
January 20, 2023	Award of Agreement (tentative)	AGENCY
June 30, 2025	Work completed	CONTRACTOR

7. ATTACHMENTS

Exhibit A: Proposal Authorization and Acknowledgement Form
Exhibit B: Form of Agreement

Exhibit A

Proposal Authorization and Acknowledgement Form

NAME OF PROPOSER _____

ORGANIZATION _____

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

Form of Agreement

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

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

Print Name: _____

Title: _____

Organization: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Signature: _____ Date: _____

Exhibit B

AGREEMENT FOR CONSULTING SERVICES TO IMPLEMENT A REUSABLE FOODWARE INFRASTRUCTURE & SERVICE PROGRAM IN SONOMA COUNTY

This agreement ("Agreement"), dated as of _____, 2023 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and _____, a [\[include description of Contractor, e.g., "a California Corporation", etc., if appropriate\]](#) (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Services related to the provision of a reusable foodware infrastructure and service program ("Program") and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to operate the Program; and,

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose performing Services related to the Project and Study. Contractor shall perform services as defined in Exhibit A, Scope of Services.

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

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

1.4 Assigned Personnel.

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

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

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

2. Payment.

2.1 Contractor shall be paid for services rendered on a time and materials basis in accordance with ExhibitB, upon monthly invoices for work billed and satisfactorily performed.

2.2 Monthly invoices shall be submitted by Contractor and shall identify the work completed, the number of hours for the month, by job classification and the amount for work completed.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2023 to June 30, 2025, unless terminated earlier in accordance with the provisions of Article 4 below.

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

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

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

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

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

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

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

E

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

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

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

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

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

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

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

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

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

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

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

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

9. Representations of Contractor.

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

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

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

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

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further

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

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

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

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

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

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

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

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

Agency: Zero Waste Sonoma
Attention: Sloane Pagal
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403
Email: Sloane.pagal@sonoma-county.org
Phone: (707) 565-1730
FAX: (707) 565-3701

Contractor: Name
Attention:
Address:
Email:
Phone:
City, State Zip Fax:

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

Exhibit A Scope of Work

The Agency is seeking the professional services of a Contractor with expertise in reusable foodware systems, technical assistance, and multi-lingual outreach. Contractor will lead efforts to establish a reusable foodware service for interested businesses and patrons in Sonoma County. This will involve the following tasks:

Task 1: Work Plan

The Contractor will work with Agency Staff to finalize the service and to market the service to businesses. This will include participating in local business forums as well as meeting with individual businesses to promote the concept, or other direct outreach. The Contractor will submit a Work Plan that includes, at a minimum:

- Process necessary to establish a local program for implementing a reusable foodware system
- Description of infrastructure, products, staffing, and partnerships sought to support this program
- The overall goals of the project, the project implementation location(s) and timeline (from start to end), and the anticipated impact of the project
 - Goals should be specific, realistic, timely, and measurable

Agency is open to a range of project types including but not limited to:

- Implementing reusables for on-site dining and/or takeout at food facilities such as cafés, restaurants, and institutional dining facilities
- Reusable cups, containers and other foodware items for on-site use at events and large gatherings
- Launching or expanding services that facilitate the use of reusables, such as dishwashing services, cup and container rental services, etc.
- Testing reusable solutions in real-world food-service scenarios to evaluate consumer demand and perception, and gather information on financial, operations, and environmental impacts
- Implementing reusable foodware systems operated by third-party vendors who provide, collect, wash, and redistribute the foodware
- Introducing reusable foodware for meal delivery apps and services, and other solutions that reduce the community's dependence on single-use foodware item

Task 2: Procure Products and Materials

The Contractor will identify what products it will offer and procure on behalf of the Agency as part of the program based on their understanding of the Agency's ten member jurisdictions. This could include cups, plate/dishes for in-house dining, silverware, and/or takeout containers. Agency is open to options for starting with certain products and expanding to others based on market adoption and business interest. Agency has done some initial outreach and has received strong interest in cups and utensils from a local franchise owner of a national chain.

Task 3: Conduct Outreach to Establish Community Partnerships

Agency will provide information related to previous reusables business outreach and share contact information that may assist the Contractor with partnership development. However, it is up to the Contractor to connect with and recruit food providers to participate in the program.

Task 4: Program Implementation

The Contractor will establish the infrastructure necessary to implement the reusable foodware program. This will include purchasing the food ware products on behalf of the Agency as well as ordering, installing, or identifying drop-off locations. If needed, Agency will work with the provider to identify dish washing facilities. This could include locations in community centers or local schools that already have dish washing capabilities or could support such

operations with additional enhancements. Agency may work with the provider to determine local staffing needs and connect the provider to organizations that may be able to assist with hiring. The Contractor will operate the reusable food ware program for up to three consecutive fiscal years. This includes managing and implementing all aspects of the process from marketing and promotion to collection, cleaning and restocking and replacing foodware when necessary. The Contractor will perform tasks described in work plan on the proposed timeline.

Task 5: Monitoring and Communication

The Contractor will monitor program implementation progress and determine what improvements are needed to increase adoption by businesses and by customers. The Contractor shall compile the data reflecting;

- The number of businesses/organizations participating in the program,
- The number/volume and type of single-use items prevented, reused and/or recovered,
- The greenhouse gas emissions impact of the program, and
- How the program will be monitored and measured and the methodology by which you will measure impact, such as using software, estimating waste based on volume, etc.

This data should be reported annually through the contract term.

The Contractor will meet with Agency monthly initially and then quarterly or as needed to report the progress and challenges experienced and share recommendations for improvements. The intent of the program is to establish a long-term, viable reusable food ware service throughout the 10 member jurisdictions.

Task 6: Submit Interim and Final Reports

The Contractor will submit to the Agency a brief Draft Report for review and comment annually. The described above in Task 4, should be presented in sortable electronic and paper formats.

Minimum data to be presented includes:

- Number of participating food facilities
- Quantity of material by type converted from disposables to reusables for each entity and overall project
- Photo documentation and description of food facilities
- Brief case study of at least one participating restaurant, event, or facility
- Funding allocation for infrastructure, equipment, staffing,

Upon receiving comments from Agency, the Contractor shall prepare a Final Report annually and present it to the Agency.

Exhibit B
Compensation

[to be inserted]