

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

June 20, 2024 REGULAR MEETING

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

Estimated Ending Time 11:30 a.m.

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

Meeting will also streamed via Zoom:

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

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

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

June 20, 2024

REGULAR MEETING

Closed Session begins at 8:30 a.m.

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Note: This packet is 74 pages total



Zero Waste Sonoma

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Estimated Ending Time 11:30 a.m.

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

PUBLIC COMMENT:

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

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, June 19th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

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

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



Agenda

Item

- 1. Call to Order
- 2. <u>Closed Session</u> pursuant to Government Code § 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

- 3. Adjourn Closed Session / Call to Order Regular Meeting
- 4. Agenda Approval
- 5. Public Comments (items not on the agenda)

Consent (w/attachments)

- 6.1 Minutes of the May 16, 2024 Meeting
- 6.2 May, June, and July 2024 Outreach Calendar
- 6.3 ZWS FY 2023/24 Third Quarter Financial Report
- 6.4 Approval of Agreement with Routeware, Inc. for Software to Implement SB 1383 Requirements
- 6.5 Approval of Second Amendment to Agreement for HHW Transportation and Disposal Services

Regular Calendar

- 7. Discussion and Possible Action to Create an Ad Hoc Subcommittee of the Board for Design and Project Review of the new HHW Facility [Collard]
- 8. Discussion and Possible Action on the Assignment, Assumption, and Fourth Amendment to the Agreement with Contractor for Organic Material Processing Services with Synagro West, LLC.
- Carbon Sequestration Through Compost Application Pilot Project Results RCPA Presentation [Lukacs]
- 10. Boardmember Comments NO ACTION
- 11. Executive Director Report VERBAL REPORT
- Staff Comments NO ACTION
- 13. Next ZWS meeting: July 17, 2024
- 14. Adjourn



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

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

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

Disabled Accommodation: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, 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: June 20, 2024 Board Meeting Agenda Notes

Consent Calendar

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

- 6.1 Minutes of the May 16, 2024 Meeting
- 6.2 May, June, and July 2024 Outreach Calendar
- 6.3 ZWS FY 2023/24 Third Quarter Financial Report
- 6.4 Approval of Agreement with Routeware, Inc. for Software to Implement SB 1383 Requirements
- 6.5 Approval of Second Amendment to Agreement for HHW Transportation and Disposal Services

7. <u>Discussion and Possible Action to Create an Ad Hoc Subcommittee of the Board for Design and Project</u> Review of the new HHW Facility

On January 29, 2024 Zero Waste Sonoma purchased the property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build an additional HHW facility in Sonoma County. Staff requests the formation of an Ad Hoc committee to allow for streamlined input from the Board. The subcommittee would meet as needed, provide input during key decision points in the process, and be disbanded upon project completion.

Staff recommends the Board authorize the formation of an ad hoc subcommittee of the Board to help inform the design and build process for the new HHW Facility.

8. <u>Discussion and Possible Action on the Assignment, Assumption, and Fourth Amendment to the</u> Agreement with Contractor for Organic Material Processing Services with Synagro West, LLC

Synagro was approached to purchase Cold Creek Compost in late summer 2023. Synagro completed their due diligence in purchasing Cold Creek Compost in Fall 2023 and started negotiations for the acquisition. Synagro approached ZWS in February 2024 to negotiate the fourth amendment to the Agreement for Short-Term Organic Material Processing Services. The fourth amendment provides that the Agency consents to the assignment of the Agreement for Short-Term Organic Material Processing Services from Cold Creek Compost to Synagro. Staff recommends the Board approve the Assignment, Assumption, and Fourth Amendment to the Agreement with Contractor for Organic Material Processing Services with Synagro West, LLC

9. Carbon Sequestration Through Compost Application Pilot Project Results RCPA Presentation

In 2022, RCPA partnered with the Sonoma County Agricultural Preservation and Open Space District, Zero Waste Sonoma, Carbon Cycle Institute, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, and Daily Acts on a proposal for funding from the County of Sonoma's Climate Resiliency Fund for the Carbon Sequestration Through Compost Application Pilot Project. The project was awarded funding and officially launched in late 2022. Staff will present the project activities, results, and recommendations for future sequestration efforts. **This is informational only.**



Minutes of the May 16, 2024 Meeting

Zero Waste Sonoma met on May 16, 2024, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

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

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

Staff Present:

Executive Director: Leslie Lukacs

Counsel: Ethan Walsh

Staff: Sloane Pagal, Kristen Sales, Courtney Scott, Katherine Cushwa, Xinci Tan

Agency Clerk: Amber Johnson

1. Call to Order Regular Meeting

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

Susan Gorin arrived 9:07 a.m.

2. Agenda Approval

3. Public Comments (items not on the agenda)

None

4. Consent (w/attachments)

- 4.1 Minutes of the February 15, 2024 Meeting
- 4.2 February, March, April, May, June 2024 Outreach Calendar
- 4.3 ZWS FY 2023/24 Second Quarter Financial Report
- 4.4 Zero Waste Sonoma FY 2022-23 Audit of Financial Statements
- 4.5 Approval of the Fifth Amendment to the Agreement for Household Hazardous Waste Operations with Clean Harbors
- 4.6 Approval of the Fifth Amendment to Agreement with Soluna Outreach Solutions for Oil Payment Program

Board Comment:

Item 4.5 has an incorrect term date, correct to read June 30, 2025.

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Petaluma – Patrick Carter Second: City of Cotati – Susan Harvey

Vote Count:

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

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0- **Motion passed.**

Regular Calendar

5. Authorization to enter into an Agreement with Sonoma Public Infrastructure (a Department of the County of Sonoma) for Project Management Services for the HHW Facility located at 5871-5895 Pruitt Ave, Windsor, CA and Making a Budget Adjustment to Account for the Cost of the Agreement [Collard]

Board Comments/Action Items:

- Are there any conflict-of-interest concerns?
- When would Zero Waste Sonoma offices and HHW scope be reintroduced?
- Pleased to see this partnership move forward.

Public Comments:

None

Motion: To authorize the Executive Director to enter into an agreement with SPI for the project management of the new HHW Facility and approve the budget adjustment increasing the fiscal years 23/24 and 24/25 for the cost of the agreement. Staff will return to the board for financial approval and design discussion as the project progresses.

First: City of Petaluma – Patrick Carter Second: City of Cotati – Susan Harvey

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	ABSTAIN
City of Rohnert Park	AYE	Town of Windsor	ABSENT

AYES -8- NOES -0- ABSENT -1- ABSTAIN -1- **Motion passed.**

6. Board Member Comments

- Are any/all tissues and paper towels compostable?
- The City of Petaluma has an open position for Climate Action Manger.
- Cool Petaluma is hosting a resource expo on Tuesday, May 21, 2024.
- Windsor kicked off their net zero program on May 15, 2024.
- City of Sonoma recently changed the collection bins surrounding the Plaza.
- Healdsburg has opened a compost hub and is receiving wonderful feedback.

7. Executive Director Report – VERBAL REPORT

8. Staff Comments

- Compost hubs have opened year-round for residents. Healdsburg, Santa Rosa, and Cotati are currently operating. Petaluma, Rohnert Park, Sonoma, and Guerneville are in the process of opening in the coming months.
- 9. Next ZWS meeting: June 20, 2024
- **10. Adjourn:** 9:29 a.m.

Submitted by: Amber Johnson



Agenda Item #: 6.2 Agenda

Date: 6/20/2024

ITEM: May, June, July 2024 Outreach Calendar

May 2024 OUTREACH

Start date	End date	Start time	End time	Event
5/4/24	5/4/24	10:00 AM	1:00 PM	Windsor Repair Fair (Windsor) - RA / WeAct
5/7/24	5/7/24	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
5/10/24	5/12/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Healdsburg)
5/10/24	5/10/24	9:00 AM	5:00 PM	Solar Panel Collection Event (Healdsburg)
5/11/24	5/11/24	9:00 AM	5:00 PM	Mattress Collection Event (Healdsburg)
5/14/24	5/14/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa, W)
5/18/24	5/18/24	10:00 AM	2:00 PM	Eco-Friendly Garden Tour and Compost Giveaway
5/18/24	5/18/24	10:00 AM	4:00 PM	American Graffiti Car Show
5/21/24	5/21/24	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
5/21/24	5/21/24	5:00 PM	8:00 PM	Cool Petaluma Expo (Petaluma)
5/28/24	5/28/24	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)

June 2024 OUTREACH

Start date	End date	Start time	End time	Event
6/1/24	6/1/24	9:00 AM	1:00 PM	Riders Recycle outreach booth at O'Reilly Auto Parts
6/4/24	6/4/24	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)
6/11/24	6/11/24	5:00 PM	8:00 PM	Cycle Gear Bike Night
6/11/24	6/11/24	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)
6/14/24	6/16/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Luther Burbank Center)
6/15/24	6/15/24	9:00 AM	5:00 PM	Mattress Collection Event (Luther Burbank Center)
6/18/24	6/18/24	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
6/25/24	6/25/24	4:00 PM	8:00 PM	HHW Collection Event (Bodega Bay)

July 2024 OUTREACH

Start date	End date	Start time	End time	Event
7/2/24	7/2/24	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
7/9/24	7/9/24	4:00 PM	8:00 PM	HHW Collection Event (Cotati)
7/16/24	7/16/24	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
7/19/24	7/21/24	9:00 AM	5:00 PM	E-Waste Recycling Event (Petaluma)
7/20/24	7/20/24	9:00 AM	5:00 PM	Mattress Collection Event (Petaluma)
7/23/24	7/23/24	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
7/30/24	7/30/24	4:00 PM	8:00 PM	HHW Collection Event (Monte Rio)



Agenda Item #: 6.3
Cost Center: All
Staff Contact: Collard
Agenda Date: 6/20/2024

Approved By: LL

ITEM: ZWS FY 2023/24 Third Quarter Financial Report

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2023/24 Third Quarter Financial Report on the Consent Calendar.

II. BACKGROUND

This report covers the third quarter of FY 23-24 (January 1, 2024 – March 31, 2024) in accordance with the requirement in the joint powers agreement the Sonoma County Waste Management Agency/Zero Waste Sonoma staff make quarterly reports to the Board of Directors of Agency operations and of all receipts to and disbursements from the ZWS.

III. DISCUSSION

The Third Quarter Financial Report uses information from the County accounting system, Enterprise Financial System (EFS), for expenditures and revenues. The FY 2023-24 Third Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections.

Actual revenues are lower than budget predictions in the report as the revenue from the County of Sonoma (tipping fees and ZWS surcharge) were three months behind.

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

IV. ATTACHMENTS

Third Quarter Financial Report FY 2023-24 Revenue and Expenditure Summary

66110300 Zero Waste - Organics Reserve

		Organico rio	30. 70				
Department / Account	Description		Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues							
44002	Interest on Poole	d Cash	29,289.00	29,289.00	57,414.90	(28,125.90)	-96.03%
47101	Transfers In - wit	nin a Fund	0.00	455,756.00	455,756.00	0.00	0.00%
All Revenues			29,289.00	485,045.00	513,170.90	(28,125.90)	-5.80%
All Revenues			29,269.00	465,045.00	513,170.90	(20,125.90)	

All Expense/Expenditure Accts

51201	Administration Services	29,289.00	29,289.00	0.00	29,289.00	100.00%
51206	Accounting/Auditing Services	1,000.00	1,000.00	1,000.00	0.00	0.00%
51212	Outside Counsel - Legal Advice	10,000.00	10,000.00	0.00	10,000.00	100.00%
51249	Other Professional Services	0.00	0.00	9,957.50	(9,957.50)	0.00%
51801	Other Services	0.00	0.00	1,000.00	(1,000.00)	0.00%
51916	County Services Chgs	379.00	379.00	0.00	379.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	0.00	1,000.00	100.00%
52162	Special Department Expense	0.00	0.00	5,000.00	(5,000.00)	0.00%
57011	Transfers Out - within a Fund	540,700.00	540,700.00	0.00	540,700.00	100.00%
All Expens	se/Expenditure Accts	582,368.00	582,368.00	16,957.50	565,410.50	97.09%

All Expense/Expenditure Accts	582,368.00	582,368.00	16,957.50	565,410.50	
All Assets Accounts					
All Revenues	29,289.00	485,045.00	513,170.90	(28,125.90)	
Net Cost	553,079.00	97,323.00	(496,213.40)	593,536.40	

66111200 Unfunded Pension Liability Rsv

Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues						
44002	Interest on Pooled Cash	9,838.00	9,838.00	9,976.60	(138.60)	-1.41%
All Revenues		9,838.00	9,838.00	9,976.60	(138.60)	-1.41%

All Expense/Expenditure Accts

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

All Expense/Expenditure Accts	1,000.00	1,000.00	1,000.00	0.00	
All Assets Accounts					
All Revenues	9,838.00	9,838.00	9,976.60	(138.60)	
Net Cost	(8,838.00)	(8,838.00)	(8,976.60)	138.60	

66110400	ZW - Household Waste							
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining		
All Revenues								
42358	State Other Funding	186,560.00	186,560.00	0.00	186,560.00	100.00%		
42601	County of Sonoma	2,644,747.00	2,644,747.00	1,352,209.86	1,292,537.14	48.87%		
44002	Interest on Pooled Cash	9,414.00	9,414.00	16,027.36	(6,613.36)	-70.25%		
46029	Donations/Contributions	221,980.00	221,980.00	93,197.69	128,782.31	58.029		
46050	Cancelled/Stale Dated Warrants	0.00	0.00	0.00	0.00	0.009		
All Revenues		3,062,701.00	3,062,701.00	1,461,434.91	1,601,266.09	52.28%		
All Expense/E	expenditure Accts							
51041	Insurance - Liability	2,025.00	2,025.00	2,211.29	(186.29)	-9.20%		
51071	Maintenance - Bldg & Improve	15,000.00	15,000.00	874.00	14,126.00	94.179		
51201	Administration Services	280,866.00	280,866.00	121,608.67	159,257.33	56.709		
51205	Advertising/Marketing Svc	17,000.00	17,000.00	5,846.26	11,153.74	65.619		
51206	Accounting/Auditing Services	2,250.00	2,250.00	2,718.00	(468.00)	-20.809		
51207	Client Accounting Services	4,500.00	4,500.00	0.00	4,500.00	100.009		
51212	Outside Counsel - Legal Advice	4,000.00	4,000.00	0.00	4,000.00	100.009		
51225	Training Services	1,600.00	1,600.00	650.00	950.00	59.38		
51229	Hazardous Waste Disposal Svc	30,000.00	30,000.00	35,520.55	(5,520.55)	-18.409		
51249	Other Professional Services	176,548.00	176,548.00	80,652.73	95,895.27	54.329		
51401	Rents and Leases - Equipment	450.00	450.00	0.00	450.00	100.009		
51421	Rents and Leases - Bldg/Land	14,613.00	14,613.00	5,654.00	8,959.00	61.319		
51507	Special Departmental Expense	174,300.00	174,300.00	62,030.50	112,269.50	64.419		
51801	Other Services	0.00	0.00	12,883.52	(12,883.52)	0.009		
51803	Other Contract Services	1,535,940.00	1,535,940.00	701,435.22	834,504.78	54.339		
51901	Telecommunication Data Lines	3,150.00	3,150.00	684.48	2,465.52	78.279		
51902	Telecommunication Usage	156.00	156.00	4.38	151.62	97.199		
51904	ISD - Baseline Services	8,640.00	8,640.00	2,881.78	5,758.22	66.659		
51909	Telecommunication Wireless Svc	2,040.00	2,040.00	1,287.74	752.26	36.889		
51911	Mail Services	100.00	100.00	9.48	90.52	90.529		
51916	County Services Chgs	11,187.00	11,187.00	0.00	11,187.00	100.009		
51922	County Car Expense	225.00				100.009		
52091	Memberships/Certifications	6,333.00				-15.279		
52111	Office Supplies	2,500.00				53.879		
52115	Books/Media/Subscriptions	139.00	139.00	0.00	139.00	100.009		
52162	Special Department Expense	216.00	216.00	0.00	216.00	100.009		
52163	Professional Development	10,900.00						
52191	Utilities Expense	6,132.00	6,132.00					
57011	Transfers Out - within a Fund	745,000.00				62.17%		
	xpenditure Accts	3,055,810.00				57.14%		
All Expense/E	expenditure Accts	3,055,810.00	3,509,106.00	1,504,123.40	2,004,982.60			

All Expense/Expenditure Accts	3,055,810.00	3,509,106.00	1,504,123.40	2,004,982.60	
All Assets Accounts					
All Revenues	3,062,701.00	3,062,701.00	1,461,434.91	1,601,266.09	
Net Cost	(6,891.00)	446,405.00	42,688.49	403,716.51	

66110900 ZW - Contingency Fund

66110900	ZW - Contingency Fund					
Department /		Original			Remaining	%
Account	Description	Budget	Final Budget	Year to Date	Balance	Remaining
All Revenues			1	1		
44002	Interest on Pooled Cash	41,565.00	41,565.00	43,722.04	(2,157.04)	-5.19%
47101	Transfers In - within a Fund	0.00	· · · · · ·			0.00%
All Revenues		41,565.00	632,766.00	634,923.04	(2,157.04)	-0.34%
All Expense/E	xpenditure Accts					
51201	Administration Services	106,051.00	106,051.00	26,502.66	79,548.34	75.01%
51206	Accounting/Auditing Services	1,000.00	1,000.00	1,000.00	0.00	0.00%
51212	Outside Counsel - Legal Advice	20,000.00	20,000.00	43,730.41	(23,730.41)	-118.65%
51801	Other Services	0.00	0.00	1,000.00	(1,000.00)	0.00%
51803	Other Contract Services	125,000.00	125,000.00	78,961.75	46,038.25	36.83%
51916	County Services Chgs	217.00	217.00	0.00	217.00	100.00%
52111	Office Supplies	1,000.00	1,000.00	762.37	237.63	23.76%
52162	Special Department Expense	40,000.00	40,000.00	13,601.02	26,398.98	66.00%
All Expense/E	xpenditure Accts	293,268.00	293,268.00	165,558.21	127,709.79	43.55%
All Asset Acco	ounts					
19810	Acq-Land	0.00	2,043,000.00	2,010,566.82	32,433.18	1.59%
All Asset Acco	•	0.00	2,043,000.00			1.59%
All Expense/E	xpenditure Accts	293,268.00	293,268.00	165,558.21	127,709.79	
All Assets Acc	counts	0.00	2,043,000.00	2,010,566.82	32,433.18	
All Revenues		41,565.00	632,766.00	634,923.04	(2,157.04)	
Net Cost		251,703.00	1,703,502.00	1,541,201.99	162,300.01	
00444000						
66111300	Debt Servicing Reserve					
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues	Description	Duaget	Tillal Baaget	Teal to Date	Dalarice	rtemaning
44002	Interest on Pooled Cash	0.00				0.00%
47101	Transfers In - within a Fund	745,000.00				100.00%
All Revenues		745,000.00	745,000.00	21,808.21	723,191.79	97.07%
All Expense/E	xpenditure Accts					
51206	Accounting/Auditing Services	1,000.00				0.00%
All Expense/E	xpenditure Accts	1,000.00	1,000.00	1,000.00	0.00	0.00%
All Asset Acco	ounts					
19810	Acq-Land	0.00	1,000,000.00	1,000,000.00	0.00	0.00%
All Asset Acco	ounts	0.00	1,000,000.00	1,000,000.00	0.00	0.00%
All Expense/E	xpenditure Accts	1,000.00	1,000.00	1,000.00	0.00	
All Assets Acc	counts	0.00	1,000,000.00	1,000,000.00	0.00	
All Revenues		745,000.00	745,000.00	21,808.21	723,191.79	
Net Cost		(744,000.00)	256,000.00	979,191.79	(723,191.79)	

66111000 Education & Outreach

Net Cost

66111000	Education & Outreach					
Department /	5	Original		V	Remaining	%
Account	Description	Budget	Final Budget	Year to Date	Balance	Remaining
All Revenues			I			
42358	State Other Funding	1,347,000.00	1,347,000.00	233,064.12	1,113,935.88	82.70%
42601	County of Sonoma	869,867.00	869,867.00	444,746.76	425,120.24	48.87%
46029	Donations/Contributions	71,694.00	71,694.00	28,468.66	43,225.34	60.29%
46050	Cancelled/Stale Dated Warrants	0.00				0.00%
All Revenues		2,288,561.00	2,288,561.00	706,292.04	1,582,268.96	69.14%
All Expense/E	xpenditure Accts					
51041	Insurance - Liability	2,295.00	2,295.00	2,506.13	(211.13)	-9.20%
51201	Administration Services	560,538.00	560,538.00	551,793.03		1.56%
51205	Advertising/Marketing Svc	2,500.00	2,500.00	0.00	2,500.00	100.00%
51206	Accounting/Auditing Services	2,550.00	2,550.00	3,080.00	(530.00)	-20.78%
51207	Client Accounting Services	5,100.00				100.00%
51212	Outside Counsel - Legal Advice	15,000.00				23.94%
51241	Outside Printing and Binding	3,500.00				91.56%
51249	Other Professional Services	1,325,427.00				30.00%
51401	Rents and Leases - Equipment	510.00				-325.91%
51421	Rents and Leases - Bldg/Land	4,446.00				21.28%
51801	Other Services	0.00				0.00%
51803	Other Contract Services	40,000.00				21.03%
51805	Cnty Spor'shp of events/orgs	5,000.00				-31.60%
51901	Telecommunication Data Lines	11,550.00			,	67.41%
51902	Telecommunication Usage	1,185.00				30.96%
51904	ISD - Baseline Services	11,772.00				-27.10%
51907	ISD - Device Modernization Pro	0.00			, , , , ,	0.00%
51909	Telecommunication Wireless Svc	5,700.00				30.41%
51911	Mail Services	500.00				71.57%
51916	County Services Chgs	11,695.00				100.00%
51922	County Car Expense	255.00				-965.64%
51923	Unclaimable county car exp	50.00		·		75.56%
52091	Memberships/Certifications	33,516.00				10.33%
52109	IRR-Other Supplies	0.00		·		0.00%
52111	Office Supplies	15,220.00				47.44%
52114	Freight/Postage	15,000.00			,	100.00%
52115	Books/Media/Subscriptions	157.00				-2859.27%
52118	Printing and Binding Supplies	6,400.00				84.38%
52162	Special Department Expense	168,245.00		·	,	90.06%
52163	Professional Development	27,620.00		·	,	40.81%
57011	Transfers Out - within a Fund	0.00				0.00%
	xpenditure Accts	2,275,731.00				25.96%
ponoo/E	P. Committee	_, ,,, ,,, ,,,,	_, , , 5 5 6 1 5 6	.,,	-20,010170	20.0070
All Expense/E	xpenditure Accts	2,275,731.00	2,413,636.00	1,787,086.52	626,549.48	
All Assets Acc	counts					
All Revenues		2,288,561.00	2,288,561.00	706,292.04	1,582,268.96	

(12,830.00)

125,075.00 1,080,794.48 (955,719.48)

66111100 Organics

	Or garnes					
Department / Account	Description	Original Budget	Final Budget	Year to Date	Remaining Balance	% Remaining
All Revenues	2000p.ii.01.	2901	- mai Daugot			
42358	State Other Funding	818,500.00	818,500.00	0.00	818,500.00	100.00%
42601	County of Sonoma	7,396,236.00	7,396,236.00	3,719,194.75	3,677,041.25	49.72%
47101	Transfers In - within a Fund	540,700.00	540,700.00	0.00	540,700.00	100.00%
All Revenues		8,755,436.00	8,755,436.00	3,719,194.75	5,036,241.25	57.52%

All Expense/Expenditure Accts

	F					
51041	Insurance - Liability	9,180.00	9,180.00	10,024.53	(844.53)	-9.20%
51201	Administration Services	401,704.00	401,704.00	65,030.35	336,673.65	83.81%
51205	Advertising/Marketing Svc	0.00	0.00	3,500.00	(3,500.00)	0.00%
51206	Accounting/Auditing Services	10,200.00	10,200.00	12,322.00	(2,122.00)	-20.80%
51207	Client Accounting Services	20,400.00	20,400.00	0.00	20,400.00	100.00%
51212	Outside Counsel - Legal Advice	5,000.00	5,000.00	5,285.00	(285.00)	-5.70%
51241	Outside Printing and Binding	0.00	0.00	1,659.36	(1,659.36)	0.00%
51249	Other Professional Services	798,500.00	798,500.00	3,000.00	795,500.00	99.62%
51401	Rents and Leases - Equipment	2,040.00	2,040.00	0.00	2,040.00	100.00%
51421	Rents and Leases - Bldg/Land	2,783.00	2,783.00	0.00	2,783.00	100.00%
51801	Other Services	0.00	0.00	7,762.00	(7,762.00)	0.00%
51803	Other Contract Services	7,432,095.00	7,432,095.00	4,308,250.95	3,123,844.05	42.03%
51901	Telecommunication Data Lines	2,100.00	2,100.00	684.48	1,415.52	67.41%
51902	Telecommunication Usage	26.00	26.00	7.41	18.59	71.50%
51904	ISD - Baseline Services	20,088.00	20,088.00	5,431.42	14,656.58	72.96%
51909	Telecommunication Wireless Svc	0.00	0.00	484.89	(484.89)	0.00%
51911	Mail Services	250.00	250.00	0.00	250.00	100.00%
51916	County Services Chgs	31,433.00	31,433.00	0.00	31,433.00	100.00%
51922	County Car Expense	1,020.00	1,020.00	0.00	1,020.00	100.00%
52091	Memberships/Certifications	12,510.00	12,510.00	13,245.21	(735.21)	-5.88%
52111	Office Supplies	2,000.00	2,000.00	0.00	2,000.00	100.00%
52115	Books/Media/Subscriptions	629.00	629.00	0.00	629.00	100.00%
52162	Special Department Expense	979.00	979.00	0.00	979.00	100.00%
52163	Professional Development	2,500.00	2,500.00	988.32	1,511.68	60.47%
57011	Transfers Out - within a Fund	0.00	455,756.00	455,756.00	0.00	0.00%
All Expens	se/Expenditure Accts	8,755,437.00	9,211,193.00	4,893,431.92	4,317,761.08	46.88%

All Expense/Expenditure Accts		8,755,437.00	9,211,193.00	4,893,431.92	4,317,761.08	
All Assets Accounts						
All Revenues		8,755,436.00	8,755,436.00	3,719,194.75	5,036,241.25	
Net Cost		1.00	455,757.00	1,174,237.17	(718,480.17)	

Department Summary

Dopartment Guilliary								
Department /		Original			Remaining	%		
Account	Description	Budget	Final Budget	Year to Date	Balance	Remaining		
All Revenues								
42358	State Other Funding	2,352,060.00	2,352,060.00	233,064.12	2,118,995.88	90.09%		
42601	County of Sonoma	10,910,850.00	10,910,850.00	5,516,151.37	5,394,698.63	49.44%		
44002	Interest on Pooled Cash	90,106.00	90,106.00	148,949.11	(58,843.11)	-65.30%		
46029	Donations/Contributions	293,674.00	293,674.00	121,666.35	172,007.65	58.57%		
46050	Cancelled/Stale Dated Warrants	0.00	0.00	12.50	(12.50)	0.00%		
47101	Transfers In - within a Fund	1,285,700.00	2,332,657.00	1,046,957.00	1,285,700.00	55.12%		
All Revenues		14,932,390.00	15,979,347.00	7,066,800.45	8,912,546.55	55.78%		

All Expense/Expenditure Accts

51041	Insurance - Liability	13,500.00	13,500.00	14,741.95	(1,241.95)	-9.20%
51071	Maintenance - Bldg & Improve	15,000.00	15,000.00	874.00	14,126.00	94.17%
51201	Administration Services	1,378,448.00	1,378,448.00	764,934.71	613,513.29	44.51%
51205	Advertising/Marketing Svc	19,500.00	19,500.00	9,346.26	10,153.74	52.07%
51206	Accounting/Auditing Services	19,000.00	19,000.00	22,120.00	(3,120.00)	-16.42%
51207	Client Accounting Services	30,000.00	30,000.00	0.00	30,000.00	100.00%
51212	Outside Counsel - Legal Advice	54,000.00	54,000.00	60,424.31	(6,424.31)	-11.90%
51225	Training Services	1,600.00	1,600.00	650.00	950.00	59.38%
51229	Hazardous Waste Disposal Svc	30,000.00	30,000.00	35,520.55	(5,520.55)	-18.40%
51241	Outside Printing and Binding	3,500.00	3,500.00	1,954.77	1,545.23	44.15%
51249	Other Professional Services	2,300,475.00	2,300,475.00	1,021,464.46	1,279,010.54	55.60%
51401	Rents and Leases - Equipment	3,000.00	3,000.00	2,172.12	827.88	27.60%
51421	Rents and Leases - Bldg/Land	21,842.00	21,842.00	9,154.00	12,688.00	58.09%
51507	Special Departmental Expense	174,300.00	174,300.00	62,030.50	112,269.50	64.41%
51801	Other Services	0.00	0.00	25,650.52	(25,650.52)	0.00%
51803	Other Contract Services	9,133,035.00	9,133,035.00	5,120,235.01	4,012,799.99	43.94%
51805	Cnty Spor'shp of events/orgs	5,000.00	5,000.00	6,580.00	(1,580.00)	-31.60%
51901	Telecommunication Data Lines	16,800.00	16,800.00	5,133.60	11,666.40	69.44%
51902	Telecommunication Usage	1,367.00	1,367.00	829.88	537.12	39.29%
51904	ISD - Baseline Services	40,500.00	40,500.00	23,275.38	17,224.62	42.53%
51907	ISD - Device Modernization Pro	0.00	0.00	2,246.29	(2,246.29)	0.00%
51909	Telecommunication Wireless Svc	7,740.00	7,740.00	5,739.17	2,000.83	25.85%
51911	Mail Services	850.00	850.00	151.61	698.39	82.16%
51916	County Services Chgs	54,911.00	54,911.00	0.00	54,911.00	100.00%
51922	County Car Expense	1,500.00	1,500.00	2,717.39	(1,217.39)	-81.16%
51923	Unclaimable county car exp	50.00	50.00	12.22	37.78	75.56%
52091	Memberships/Certifications	52,359.00	52,359.00	50,600.41	1,758.59	3.36%
52111	Office Supplies	21,720.00	21,720.00	9,915.61	11,804.39	54.35%
52114	Freight/Postage	15,000.00	15,000.00	0.00	15,000.00	100.00%
52115	Books/Media/Subscriptions	925.00	925.00	4,646.06	(3,721.06)	-402.28%
52118	Printing and Binding Supplies	6,400.00	6,400.00	1,000.00	5,400.00	84.38%
52162	Special Department Expense	209,440.00	209,440.00	35,321.78	174,118.22	83.14%
52163	Professional Development	41,020.00	41,020.00	20,931.25	20,088.75	48.97%
52191	Utilities Expense	6,132.00	6,132.00	1,826.74	4,305.26	70.21%
	Ounties Expense	, , ,				
57011	Transfers Out - within a Fund	1,285,700.00	2,332,657.00	1,046,957.00	1,285,700.00	55.12%

All Asset Accounts

19810	Acq-Land	0.00	3,043,000.00	3,010,566.82	32,433.18	1.07%
All Asset Account	ts	0.00	3,043,000.00	3,010,566.82	32,433.18	1.07%

All Expense/Expenditure Accts	14,964,614.00	16,011,571.00	8,369,157.55	7,642,413.45	
All Asset Accts	0.00	3,043,000.00	3,010,566.82	32,433.18	
All Revenues	14,932,390.00	15,979,347.00	7,066,800.45	8,912,546.55	
Net Cost	32,224.00	3,075,224.00	4,312,923.92	(1,237,699.92)	

3rd Quarter Fund Balances FY 23/24

		Beginning		Projected	Fund Balance
Fund		Balance	3/31/2024	Fund Balance	Goal
Organics Reserve	78103	2,241,189	2,737,403	1,904,814	2,188,859
HHW	78104	979,283	936,824	634,462	577,703
Contingency Reserve	78109	2,946,771	3,416,135	2,519,398	1,269,724
Education & Outreach	78110	244,761	797,511	254,865	227,573
Organics	78111	2,333,558	1,174,771	1,316,717	2,188,859
Unfunded Pension Liability Rsv	78112	661,679	670,656	664,697	650,000
Debt Servicing Reserve	78113	1,477,643	1,498,451	2,219,959	

Total 11,231,752 9,514,912



Agenda Item #: **6.4**

Cost Center: Education/Organics

Staff Contact: XT

Agenda Date: 06/20/24

Approved By: LL

ITEM: Approval of Agreement with Routeware, Inc. for Software to Implement SB 1383 Requirements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board approve the 1-year contract with Routeware, Inc. for use of their Program Tracker software, also known as Recyclist.

II. BACKGROUND

The Agency was an early adopter of the Recyclist Program Tracker back in 2017. At the time, Recyclist was owned by Citizens Communications and it was the only software on the market offering data tracking and reporting solutions specifically tailored to the solid waste industry. Since then, Recyclist has been acquired by Routeware, Inc. and other companies have developed similar software platforms. These software programs allow the tracking of outreach activities such as site visits and phone calls, and compiles data into easily accessible formats to report to the state.

The current contract for the Recyclist software has a term from July 1, 2021 to June 30, 2024. Since Routeware acquired Recyclist, multi-year contracts are no longer available, only annual contracts.

III. DISCUSSION

Staff conducted their due diligence by seeking demos and quotes from Routeware's competitors: Minerva platform by MSW Consultants and SMART1383™ platform by Go2Zero Strategies.

Both platforms impressed staff with their respective strengths. Minerva was lower in annual cost than Recyclist, had a robust data search and filter system, strong integration with Microsoft Excel, and easily understood summary reports and graphs. SMART1383™ was similar in annual cost to Recyclist and had strong mapping features that integrated with Google Maps and ArcGIS.

In comparing the three platforms, staff recommends we continue with Recyclist for one more year while Minerva and SMART1383™ continue to develop their programs to provide all the needed components for ZWS.

Staff decided it is in the best interest of ZWS to pursue a new 1-year contract with Routeware for continued use of the Recyclist software and re-evaluate in a year's time.

IV. FUNDING IMPACT

The Recyclist Program Tracker software costs \$25,748.16 for a 1-year term from July 1, 2024 to

June 30, 2025. The cost will be split between the Organics Program and Education.

V. ATTACHMENTS

Routeware quote and agreement

DATED: June 20, 2024

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("ZWS") AUTHORIZING A ONE-YEAR AGREEMENT WITH ROUTEWARE, INC. ("CONTRACTOR") FOR USE OF THEIR RECYCLIST PROGRAM TRACKER SOFTWARE

WHEREAS, Contractor represents to ZWS that it is a duly qualified firm experienced in providing data management software solutions and associated customer service; and

WHEREAS, in the judgement of the Board of ZWS, it is necessary and desirable to employ the services of Contractor to assist in the implementation of the SB 1383 requirements on behalf of all the member jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the ZWS Board hereby authorizes ZWS's Executive Director to execute the Agreement with Routeware, Inc. for use of their Recyclist Program Tracker software through June 30, 2025.

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: June 20, 2024

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



Order Form

Routeware, Inc.

16525 SW 72nd Ave Portland, Oregon 97224 United States

Phone: (503) 906-8500 Email: info@routeware.com

Ship To

Amber Johnson Sonoma County Waste Management Agency 2300 County Center Drive, Suite B-100 Santa Rosa, California 95403 United States (707)565-1733 amber.johnson@sonoma-county.org Order #: Q-06580-1
Agreement Term: 36 Months
Offer Good Through: 4/30/2024

Bill ToSonoma County Waste Management Agency
2300 County Center Drive, Suite B-100
Santa Rosa, California 95403
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Micheal Howard		micheal.howard@routeware.com	Net 30

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to Sonoma County Waste Management Agency is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of Sonoma County Waste Management Agency who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
RST Data Import - Prepaid	Per Month	6	USD 15.28	USD 91.68
Program Tracker	er Per Month		USD 2,054.00	USD 2,054.00
		Recurring Subscriptions TOTAL:		USD 2,145.68

Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced annually in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms. https://www.routeware.com/Clients Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes. This system requires a specific server to operate Routeware software, which may need to be purchased separately. This system requires cellular connectivity for each vehicle which may need to be purchased separately. If route sequencing by Routeware is a requirement, additional professional services fees may apply. On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Additional Terms -

"RST Data Import - Prepaid" allows six (6) data import per every twelve (12) months. A quote for any additional imports will be provided upon request.

Sonoma County Waste Management Agency

FOR INTERNAL USE ONLY

Reviewed By:

Signature:	Date:
Name (Print):	Title:
Routeware, Inc., and affiliates	
Signature:	Date:
Name (Print):	Title:
Please sign and email to Micheal Howard at micheal.howard@routeware.com	



Agenda Item #: 6.5
Staff Contact: Scott

Agenda Date: June 20, 2024

Approved By: LL

ITEM: Approval of Second Amendment to Agreement for HHW Transportation and Disposal Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Zero Waste Sonoma (ZWS) Executive Director to execute the Second Amendment to Agreement for On-Call Household Hazardous Waste (HHW) Transportation and Disposal Services with ACTenviro.

II. BACKGROUND

During the COVID emergency, logistical disruptions greatly impacted the ability for ZWS's primary HHW contractor, Clean Harbors Environmental Services, to ship and dispose of the material collected at the HHW facility. Nationwide incinerator backlogs and closures, truck driver shortages, trailer shortages, and labor shortages created significant storage and operational challenges at ZWS's HHW facility and facilities across the state.

To ensure site safety and to avoid facility closures or violations, staff sought a back-up contractor that could provide transportation and disposal services for HHW on an as-needed basis. At the October 2021 ZWS Board Meeting, the Board authorized the Executive Director to execute an Agreement for On-Call HHW Transportation and Disposal Services with ACTenviro (Agreement). That Agreement expired on June 30, 2023.

ZWS brought a First Amendment to the Agreement to the Board in May of 2023 to extend the term by one year and update the schedule of costs.

III. DISCUSSION

Operations at the HHW facility have improved significantly, however sporadic shipping issues continue due to backlogs and temporary closures of incinerators.

Clean Harbors will continue to provide labor, equipment, and supplies for HHW facility operations and will also continue to transport and dispose of HHW. If Clean Harbors cannot ship HHW fast enough from the facility, ACTenviro will be contacted to assist. To date, Clean Harbors has been able to perform all operations and staff has not had to utilize the contract with ACTenviro.

The Agreement allows for two annual extensions and staff is requesting a Second Amendment to extend the contract with ACTenviro through June 30, 2025. The Second Amendment also updates the pricing structure.

IV. FUNDING IMPACT

ACTenviro's disposal rates are higher than Clean Harbors by approximately 18%. Clean Harbors averages between \$50,000 - \$70,000 in disposal fees per month and any funds paid to ACTenviro will be a reduction to the Clean Harbors budget appropriations. Staff is requesting the Board approve ACTenviro's services not to exceed \$140,000 per fiscal year through FY 2025.

V. ATTACHMENTS

Resolution

Second Amendment to Agreement for On-Call HHW Transportation and Disposal Services Agreement for On-Call HHW Transportation and Disposal Services

RESOLUTION NO.: 2024-10

DATED: June 20, 2024

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING A SECOND AMENDMENT TO AGREEMENT WITH ACT ENVIRO ("CONTRACTOR") FOR ON-CALL HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL SERVICES

WHEREAS, Agency has an existing program pursuant to which it collects hazardous waste at the existing Household Hazardous Waste Facility ("HHW Facility") from residents, businesses that qualify as Very Small Quantity Generators ("VSQG"), from a Temporary Event Program, and Door to Door Collection Service; and

WHEREAS, Agency administers the operation of the HHW Facility; and

WHEREAS, Agency currently contracts with Clean Harbors Environmental Services, Inc. (the "Primary Contractor") to operate the HHW Facility and provide appropriate reuse, recycling, and disposal of collected wastes; and

WHEREAS, the Primary Contractor may be unable to fulfill its transportation and disposal services at the scale necessary to operate the HHW Facility and appropriately and timely process and dispose of hazardous wastes; and

WHEREAS, Contractor is available to provide on call transportation and disposal services for household hazardous waste as needed at the HHW Facility to allow for the continued operation and safety of the HHW Facility; and

WHEREAS, Contractor represents to Agency that it is duly qualified in handling, transporting, and disposing of HHW; and

WHEREAS, the Agreement for On-Call HHW Transportation and Disposal Services was executed on October 27, 2021 and expired on June 30, 2023; and

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

WHEREAS, in the judgment of the Board of Directors of the Agency, it is necessary and desirable to extend the services of Contractor to assist in the transportation and disposal of HHW.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to negotiate and execute the Second Amendment to the Agreement with ACTenviro for On-Call Household Hazardous Waste Transportation and Disposal Services through June 30, 2025.

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: June 20, 2024

Clerk of Zero Waste Sonoma of the State of California

in and for the County of Sonoma County of Sonoma

SECOND AMENDMENT TO AGREEMENT FOR ON-CALL HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL SERVICES

This Second Amendment to the On-Call Household Hazardous Waste Transportation and Disposal Services Agreement ("Second Amendment") is by and between the Sonoma County Waste Management Agency ("Agency"), and ACTenviro, ("Contractor"). The effective date shall be the date upon which the Executive Director issues a written notice to proceed to Contractor.

RECITALS

- A. Agency and Contractor entered into an Agreement for On-Call Household Hazardous Waste Transportation and Disposal Services ("Agreement") executed on October 27, 2021, pursuant to which Contractor agreed to transport and dispose of household hazardous waste as needed, and expired on June 30, 2023; and
- B. Agency and Contractor entered into a First Amendment to the agreement on May 18, 2023 to extend the term until June 30, 2024 and adjust the pricing structure; and
- C. Agency and Contractor desire to update the payment terms and extend the term of the Agreement to expire on June 30, 3025.

AMENDMENT

1.	Amendment to Section 3. Section 3 is hereby amended in its entirety to read as follows:
	"3. <u>Term of Agreement</u> . The term of this Agreement shall be from Effective Date to June 30, 2025, unless terminated earlier in accordance with the provisions of Article 4 below."
2.	Amendment to Exhibit B. Exhibit B is hereby amended in its entirety to read as follows:

///	
///	[Remainder of page intentionally left blank]
///	
///	

EXHIBIT B SCHEDULE OF COSTS

WASTE DISPOSAL MATRIX

Flamma Oil Base Paint Re Poison I Poison S Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen: Oxidizin Oxidizin PCB-containing Other Pe Aerosol Aerosols Reclaimable Antifree: Lead-Ac Fluoreso HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 16 Spray F- Sharps Non-PC Alkaline		Qty HHWCF FY20/21	Waste Mgmt. Method	Waste Packaging Method	Unit Size (priced per container unless noted lb.)	T&D Cost per Unit	Pounds per Unit
Flamma Fussee Flamma Fussee Flamma Oil Base Paint Re Poison I Poison s Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin PCB-containing Other Poisons Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	inan	[1]	[2]	[3]	[4]	[5]	
Fussee Flamma Flamma Oil Base Paint Re Poison I Poison s Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin Oxidizin PCB-containing Other Pr Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline		2.750	DI	10	T 55	\$455.00	250
Flamma Flamma Flamma Oil Base Paint Re Poison I Poison S Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin Oxidizin PCB-containing Other Po Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline		3,750 946	DI	LO LO in H2O	55		250
Flamma Oil Base Paint Re Poison I Poison S Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen: Oxidizin PCB-containing Other Pr Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Latex Pa Motor Other Mercury Other Flamma Fire Exti			DI		5	\$385.00	120
Oil Base Paint Re Poison I Poison s Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin PCB-containing Other Pr Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 16 Spray F- Sharps Non-PC Alkaline	mable Liquid Loose Pack	172,550	FB	LO	55	\$270.00	250
Paint Re Poison I Poison S Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin PCB-containing Other Po Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray F- Sharps Non-PC Alkaline	nmable Liquid - Bulk	61,650	FB	BU	55	\$180.00	450
Poison I Poison S Reactive Flares - Acid Acid Base Base Organic Oxygen- Oxidizin Oxidizin PCB-containing Other Po Aerosol Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray F Sharps Non-PC Alkaline	Based Paint - PaintCare	157,270	FB	LO	Varies	N/A	750
Poison s Reactive Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin PCB-containing Other Po Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti	t Related Material	216,200	FB	LO LP	CYB	\$675.00 \$345.00	900
Reactive Flares - Acid Acid Base Base Ovidizer Organic Oxygen- Oxidizin PCB-containing Other Po Aerosols Reclaimable Antifree: Lead-Acid Fluoresci HID lam Compaci U-Tubes UV Lam Latex Pai Latex Pai Latex Pai Motor O Oil Filter Mercury Other Propane Flamma Fire Exti Freon 10 Spray Fi Sharps Non-PC Alkaline		179,505	DI		55 CVP		250
Flares - Acid Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin PCB-containing Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flue Exti		73,550	DI	LP	CYB	\$775.00	900
Acid Base Base Oxidizer Organic Oxygen- Oxidizin Oxidizin Oxidizin PCB-containing Other Po Aerosol Aerosols Reclaimable Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti	ctives (4.1, 4.2, 4.3)	61	DI	LP LP	5	\$245.00	20
Reclaimable Lead-Ac Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fe Sharps Non-PC Asses Base Oxygen- O	es - 1.4D	50	DI	LP	5	\$325.00	15
Base Oxidizer Organic Oxygen- Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin PCB-containing Other Potential Antifree: Lead-Actor Fluoresc HID lam Compact U-Tubes UV Lam Latex Potential Latex Potential Mercury Other Propane MAPP Compact Flamma Fire Exti Freon 10 Spray Fotential Spray Fotenti		40.000	TD	1.5	F.F.	#040.00	050
Oxidizer Organic Oxygen- Oxidizin Oxidizin Oxidizin Oxidizin Other Pose Aerosol Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline		42,000	TR	LP	55	\$310.00	250
Oxidizer Organic Oxygen- Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin PCB-containing Other Proparate MAPP Compare MAPP Co		400.004	TD	1.5	F.F.	#000 00	050
Organic Oxygen- Oxidizin Oxidizin Oxidizin Oxidizin Oxidizin Other Propane Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Propane Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 11 Spray Fronder Sharps Non-PC Alkaline	9	100,064	TR	LP	55	\$300.00	250
Oxygen- Oxidizin Oxidizin Oxidizin Oxidizin Other Po Aerosol Aerosol Aerosols Reclaimable Antifree: Lead-Ad Fluoresd HID lam Compad U-Tubes UV Lam Latex Po Motor O Oil Filter Mercury Other Propane MAPP G Flamma Fire Exti Freon 16 Spray Fo Sharps Non-PC Alkaline	mia manavida a	20	DI	LD	T -	C045.00	4.5
Oxidizin Oxidizin Oxidizin Oxidizin PCB-containing Other Po Aerosol Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Po Antifree: Antifree: Fluoresc HID lam Compac U-Tubes UV Lam Latex Po Antifree: Fluoresc HID lam Compac U-Tubes UV Lam Latex Po Flatex Po Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline		38	DI	LP	5	\$245.00	15
Oxidizin PCB-containing Other Po Aerosol Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Po Antifree: Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 16 Spray Fo Sharps Non-PC Alkaline	gen-thin walled cylinders	15	RC	LP	EA	\$35.00	050
PCB-containing Other Po Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Po Motor Oil Filter Mercury Other Propane MAPP G Flamma Fire Exti Freon 16 Spray Fo Sharps Non-PC Alkaline		29,700	TR	LP	55	\$475.00	250
Aerosol Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP G Flamma Fire Exti Freon 16 Spray F Sharps Non-PC Alkaline	izing acid	6,236	TR	LP	20	\$450.00	50
Aerosol Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 16 Spray F Sharps Non-PC Alkaline	DOD to (ballants)	4.000	DI	1.5	1.0	#7.00	700
Aerosols Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fl Sharps Non-PC Alkaline	er PCB waste (ballasts)	4,200	DI	LP	LB	\$7.00	700
Reclaimable Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fl Sharps Non-PC Alkaline	ve ele	89,500	FB/DI	10	СҮВ	\$775.00	600
Antifree: Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	OSOIS	69,500	FB/DI	LO	CTB	\$775.00	600
Lead-Ac Fluoresc HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	r0070	46,058	RC	BU	GAL	N/A	8.5
Fluoresci HID lam Compaci U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	I-Acid Batteries	N/A	RC	PA	Ib	\$0.35	40
HID lam Compac U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	rescent Tubes	N/A	RC	LO	LF	\$0.33	0.125
Compact U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 11 Spray Fo Sharps Non-PC Alkaline		N/A	RC	LO	EA	\$3.00	0.123
U-Tubes UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fa Sharps Non-PC Alkaline	pact fluorescent lamps	N/A	RC	LO	EA	\$1.25	0.25
UV Lam Latex Pa Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fa Sharps Non-PC Alkaline		N/A	RC	LO	EA	\$1.25	0.50
Latex Paragraph Latex Paragrap		N/A	RC	LO	EA	\$6.00	0.625
Latex Pa Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	x Paint - PaintCare (box)	175,537	RC	LO	CYB	N/A	750
Motor O Oil Filter Mercury Other Propane MAPP O Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	x Paint - PaintCare (box) x Paint - PaintCare (roll-off)	893.000	RC	LO	Roll-off	N/A	20,000
Oil Filter Mercury Other Propane MAPP G Flamma Fire Exti Freon 10 Spray F Sharps Non-PC Alkaline	, ,	197,195	RC	BU	GAL	N/A N/A	8
Other Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	_	6,000	RC	LO	55	\$125.00	400
Propane MAPP G Flamma Fire Exti Freon 10 Spray F Sharps Non-PC Alkaline		190	RC	LP	5	\$550.00	25
Propane MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	out y	190	I NO	l F		φυσυ.υυ	20
MAPP C Flamma Fire Exti Freon 10 Spray Fo Sharps Non-PC Alkaline	ane 5 gal	17,855	RC	PA	EA	\$20.00	25
Flamma Fire Exti Freon 10 Spray For Sharps Non-PC Alkaline		150	RC	LO	EA	\$15.00	30
Fire Exti Freon 10 Spray For Sharps Non-PC Alkaline	nmable Gas small cyls.	7,006	RC	LO	CYB	CBC	450
Freon 10 Spray Fo Sharps Non-PC Alkaline	Extinguishers	13,510	RC	LO	EA	\$20.00	200
Spray For Sharps Non-PC Alkaline	n 16oz - 2-gal	120	RC	LO	EA	\$35.00	40
Sharps Non-PC Alkaline	y Foam 1-5 gal	400	DI	LO	EA	\$45.00	400
Non-PC Alkaline	, ,	N/A	DI	LO	Tub	\$45.00	25
Alkaline	թs -PCB Ballasts	4,301	DI	LO	LB	\$0.60	700
	line Batteries	63,300	RC	LO	55/lb	\$1.25	700
	nargeable batteries	N/A	RC	LO	55/lb	\$0.90	600
	um Batteries	N/A N/A	RC	LO	lb	\$4.55	40
	um Batteries um-Ion Batteries				lb	\$4.55 \$0.65	40
		N/A	RC	LO			
	on Cell batteries	N/A	RC	LO	lb	\$4.50	50
Asbestos Empty L	ty Drums	0 1,800	RC LF	LO LO	EA CYB	\$20.00 \$375.00	50 750

3.	No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue in full force and effect.					
•	IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for On-Call Household Hazardous Waste Transportation and Disposal Services as of, 2024.					
AGEN	NCY:	CONTRACTOR:				
SON(AGEN	OMA COUNTY WASTE MANAGEMENT NCY	ACTenviro				
Ву: _	Leslie Lukacs, Executive Director	By: Signature				
Date:	:	Name:				
		Title:				
APPRO	OVED AS TO FORM:	Date:				
Ву:	Ethan Walsh, Agency Counsel					



Agenda Item #: 7
Cost Center: All
Staff Contact: Collard
Agenda Date: 6/20/2024

Approved By: LL

ITEM: Discussion and Possible Action to Create an Ad Hoc Subcommittee of the Board for Design and Project Review of the new HHW Facility

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the formation of an ad hoc subcommittee of the Board to help inform the design and build process for the new HHW Facility.

II. BACKGROUND

On January 29, 2024 Zero Waste Sonoma purchased the property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build an additional HHW facility in Sonoma County. At the May 16, 2024 meeting the board approved ZWS entering into an agreement with Sonoma Public Infrastructure (SPI), a Department of the County of Sonoma, to provide project management services through Sonoma Public Infrastructure (a department of the County) ("SPI") for the proposed HHW Facility.

III. DISCUSSION

ZWS has meet with the project management team to discuss the project timeline. The first step in this process will be the creation of the RFP for design of the project. As the project progresses staff would like board input during key milestones. Staff requests the formation of an Ad Hoc committee to allow for streamlined input from the Board. The subcommittee would meet as needed, provide input during key decision points in the process, and be disbanded upon project completion.

Brown Act requirements limit the number of members of this subcommittee to less than a quorum of Board members (a quorum for ZWS is five, per the JPA agreement). Staff recommends three members be assigned to this subcommittee for the sake of providing the right balance of effective feedback and ease of scheduling.

IV. FUNDING IMPACT

There are no funding impacts expected as a result of this item.

Resolution No.: 2024-11

Dated: June 20, 2024

RESOLUTION OF ZERO WASTE SONOMA (ZWS) FOR THE FORMATION OF AN AD HOC COMMITTEE FOR HHW DESIGN AND PROJECT REVIEW

WHEREAS, On January 29, 2024 Zero Waste Sonoma purchased the property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build an additional HHW facility in Sonoma County; and

WHEREAS, At the May 16, 2024 meeting the board approved ZWS entering into an agreement with Sonoma Public Infrastructure (SPI), a Department of the County of Sonoma, to provide project management services through Sonoma Public Infrastructure (a department of the County) ("SPI") for the proposed HHW Facility.

WHEREAS staff recommends the creation of an Ad Hoc Committee for HHW Design and project review; and

		~	pers to participate ir			
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby approve the creation of an HHW Design and project Review Ad Hoc Committee.						
MEMBERS:						
 Cloverdale	 Cotati	 County	 Healdsburg	 Petaluma		
 Rohnert Park		 Sebastopol	 Sonoma	 Windsor		
AYES:	NOES:	ABSENT:	ABSTAIN:			
SO ORDERED						
The within instrum of the original on f	ent is a correct copile with this office.	у				
ATTEST:	DATE: June	20, 2024				
Clerk of Zero Wast Agency of the State	e Sonoma e of California in and	d for the				

County of Sonoma



Agenda Item #: 8

Cost Center: Organics
Staff Contact: Lukacs
Agenda Date: 6/20/24

Approved By: LL

ITEM: Approval of the Assignment, Assumption and Fourth Amendment to the Agreement for Short-Term Organic Materials Processing Services with Synagro West, LLC

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve:

- Assignment, Assumption and Fourth Amendment to the Agreement for Short-Term Organic Material Processing Services with Synagro West, LLC (Synagro); and
- Resolution Authorizing the Executive Director to Execute the Assignment, Assumption and Fourth Amendment to Agreement for Short-Term Organic Materials Processing Services with Synagro West, LLC.

II. BACKGROUND

After the closure of the Sonoma Compost facility in 2015, the Agency's Board of Directors approved an agreement with Cold Creek Compost, Inc. (Cold Creek Compost) to process organic materials from June 20, 2018 through June 30, 2021. The agreement has since been amended three times.

The first amendment extended the term of the agreement for an additional three years to June 30, 2024; increased the amount of material accepted for processing to 28,000 tons per year; and increased the rates to \$40.10 per ton. The Board approved this amendment at the May 2021 regular meeting.

The second amendment increased the rates to \$47.23 per ton, and increased the annual rate adjustments starting July 1, 2024 to a CPI of 3.5%. The Board approved this amendment at the July 2022 regular meeting.

The third amendment to the agreement extended an additional 3 years to June 30, 2027 and the amount of material accepted for processing by Cold Creek Compost is increased to 35,000 tons per year.

III. DISCUSSION

Cold Creek Compost was established in 1995 and was put up for sale in 2023. An acquisition consultant was hired to assist in identifying a company to purchase Cold Creek Compost. Synagro was approached as a potential buyer in late summer 2023. Synagro completed their due diligence in purchasing Cold Creek Compost in Fall 2023 and started negotiations for the acquisition. Synagro approached ZWS in February 2024 to negotiate the fourth amendment to the Agreement for Short-Term Organic Material Processing Services. The fourth amendment provides that the Agency consents to the assignment of the Agreement for Short-Term Organic Material Processing Services from Cold Creek Compost to Synagro.

Agency staff and counsel met with Synagro on the Assignment, Assumption and Fourth Amendment to the Agreement for Short-Term Organic Material Processing Services.

The changes include:

- Revisions to definitions and terminology.
- Makes the assignment contingent upon the closing of transactions contemplated by an Asset Purchase Agreement between Cold Creek Compost and Synagro.
- Changes the term end date to June 30, 2026, but subject to an automatic one-year renewal each year unless either party sends written notice to the other at least 120 days before the expiration of the then current term.
- Changes the minimum tonnage of organic materials to be delivered to the Organic Materials Processing Facility to 21,000 tons.
- Modifies CEQA indemnification and force majeure language and related notice provisions.

Synagro was founded in Houston TX in 1986 to support the biosolids management needs of hundreds of municipalities and has grown rapidly into the largest recycler of organic by-products in North America. Synagro's mission is to be a reliable partner who removes risk from a complicated process, so customers can help us make our communities healthier. They are an industry leader in organics management and composting and their experience includes siting, permitting, design, constructing and operating a broad range of composting systems, from windrow to in-vessel to aerated, static pile. Synagro is employing key employees of Cold Creek Compost as they are valued employees and to not disrupt services.

IV. FUNDING IMPACT

There is no impact to the current budget.

V. ATTACHMENTS

- Assignment, Assumption and Fourth Amendment to Agreement for Short-Term Organic Materials Processing Services with Synagro West, LLC.
- Resolution Authorizing the Executive Director to Execute the Assignment, Assumption and Fourth Amendment to Agreement for Short-Term Organic Materials Processing Services with Synagro West, LLC.

ASSIGNMENT, ASSUMPTION AND FOURTH_AMENDMENT TO AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES

THIS ASSIGNMENT, ASSUMPTION AND FOURTH AMENDMENT TO AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES (this "Assignment Agreement") is made and entered into as of June 20, 2024, by and among Cold Creek Compost, Inc., a California corporation ("Assignor"), Synagro West, LLC, a Delaware limited liability company ("Assignee"), and Sonoma County Waste Management Agency, a California Joint Powers Authority ("SCWMA").

Background

WHEREAS, Assignor and SCWMA are parties to an Agreement for Organic Materials Processing Services, dated June 20, 2018, as amended by the First Amendment dated May 20, 2021, the Second Amendment dated July 21, 2022, and the Third Amendment dated October 19, 2023 (the "Existing Agreement"), pursuant to which Assignor provides processing services to SCWMA for organic materials generated from SCWMA member agencies;

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated ______, by and among Assignor, Assignee and Martin Mileck, an individual resident of California (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign certain assets and agreements to Assignee, and Assignee has agreed to assume certain liabilities and obligations of Assignor, including the Existing Agreement, subject to and in accordance with the terms of the Purchase Agreement and this Assignment Agreement;

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's rights and interest in and to the Existing Agreement and, solely from and after the closing of the transactions contemplated by the Purchase Agreement (the "Closing" and the date on which the Closing occurs, the "Closing Date"), its duties and obligations thereunder, and Assignee desires to accept such assignment from Assignor and to assume all of the rights, interest, duties and obligations of Assignor under the Existing Agreement from and after the Closing Date;

WHEREAS, SCWMA desires to consent to the assignment and assumption of the Existing Agreement pursuant to the terms of this Assignment Agreement; and

WHEREAS, Assignee and SCWMA desire to amend the Existing Agreement as provided herein.

Agreement

NOW, THEREFORE, in consideration of the covenants contained in this Assignment Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor, Assignee and SCWMA, intending to be legally bound, hereby agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Existing Agreement.
- 2. <u>Assignment and Assumption</u>. Effective as of the Closing Date, Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor's rights and interest in and to the Existing Agreement. Assignee hereby accepts such assignment of the Existing Agreement and agrees to be bound by the terms and conditions thereof, as amended by this Agreement. Effective as of the Closing Date, Assignee hereby assumes and agrees to perform all covenants, duties and obligations of Assignor contained in the Existing Agreement, in each case, that arise from and after the Closing.
- **Terms of the Purchase Agreement.** Solely with respect to Assignor and Assignee, nothing contained in this Assignment Agreement shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.
- Assignor to Assignee in accordance with the terms of this Assignment Agreement. SCWMA acknowledges and agrees that (i) neither the Purchase Agreement nor this Assignment Agreement will constitute a breach or default under, or result in a termination of, the Existing Agreement, and, to the extent the Existing Agreement contains any provision to the contrary, such provision is hereby waived with respect to the assignment contemplated by this Assignment Agreement, (ii) Assignor shall be solely responsible for, and SCWMA will look solely to Assignor in connection with, the performance of all obligations of Assignor under the Existing Agreement for all periods prior to the Closing; and (iii) Assignee shall be solely responsible for, and SCWMA will look solely to Assignee in connection with, the performance of all obligations of Assignor under the Existing Agreement for all periods from and after the Closing.
- **5. Amendment of Existing Agreement.** As of the Effective Date, the Existing Agreement is hereby amended as set forth in this Section 5.
 - a. Section 1.06 of the Existing Agreement is hereby amended as follows:

Assignment means:

- (a) A sale, exchange or other transfer of Contractor's leasehold interest in the Organic Materials Processing Facility to an unaffiliated third party; provided, that if Contractor then owns, leases, or operates an alternative facility that complies with all requirements under this Agreement, the foregoing shall not be deemed to be an assignment hereunder;
- (b) A sale, exchange or other direct transfer of 51% or more of the outstanding common stock or other voting equity securities of Contractor to an unaffiliated third party;

- (c) Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a direct change of control of Contractor; provided, that any such transaction involving the ultimate parent company of Contractor, or any direct or indirect subsidiaries of such ultimate parent Company (other than Contractor) shall not be deemed to be an assignment of this Agreement for any purpose hereunder; and
- (d) Any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding.
- b. Section 1.12.5 is added to the Existing Agreement:

Compostable Material means any organic material that when accumulated will become active compost as defined in 14 CCR Section 17852(a)(1). Compostable Material shall have the same meaning as defined in Title 14 CCR, Division 7, Chapter 3.1, Article 1, Section 17852(a)(11) as may be amended from time to time.

c. Section 1.14 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

Contractor means Synagro West, LLC, a limited liability company organized and operating under the laws of the State of Delaware, and its successors and permitted assigns.

d. Section 1.20 of the Existing Agreement is hereby deleted in its entirety and replaced with the following, and all instances of the term "Food Scraps" in the Existing Agreement are hereby deemed to read "Food Material":

Food Material means a waste material of plant or animal origin resulting from the preparation or processing of food for animal or human consumption, and that is separated from the municipal solid waste stream. Food Material includes, but are not limited to, food waste from a "food facility" as defined in Health and Safety Code Section 113789, food processing establishments as defined in Health and Safety Code Section 111955, grocery stores, institutional cafeterias (such as prisons, schools, and hospitals), and residential food scrap collection. Food Material does not include any material that is required to be handled only pursuant to the California Food and Agricultural Code and regulations adopted pursuant thereto. If the definition in 14 CCR Section 17852(a)(20) for Food Material differs from this definition, the definition in 14 CCR Section 17852(a)(20) shall apply to this Agreement.

e. Section 1.22 of the Existing Agreement is hereby deleted in its entirety and replaced with the following, and all instances of the term "Green Waste" in the Existing Agreement are hereby deemed to read "Green Material":

Green Material means any plant material except Food Material and vegetative food material that is separated at the point of generation, contains no greater than 1.0 percent of physical contaminants by dry weight, and meets the requirements of 14 CCR Section 17868.5. Green material includes, but is not limited to, tree and yard trimmings, untreated wood wastes, natural fiber products, wood waste from silviculture and manufacturing, and construction and demolition wood waste. Green Material does not include Food material, Biosolids, mixed material, material separated from commingled solid waste collection or processing, wood containing lead-based paint or wood preservative, or mixed construction and demolition debris. If 14 CCR Section 17852(a)(21) for Green Material differs from this definition, the definition in 14 CCR Section 17852(a)(21) shall apply to this Agreement.

f. Section 1.30 of the Existing Agreement is hereby amended as follows:

Mixed Organic Materials means fruits, vegetables, grain products, dairy products, meat, seafood, napkins, acceptable food packaging items such as pizza boxes, paper towels, and food soiled paper products, and other compostable food scraps generated at residential premises from normal household activity, including kitchen fats and greases (not oil), wood crates, ivy, palm, yucca and cactus, grass cuttings, weeds, leaves, pruning, branches, dead plants, brush tree trimmings, dead trees (not more than twelve (12) inches in diameter and four (4) feet in length), and similar materials generated at Premises, separated and set out for Collection, processing, and Recycling. Mixed Organic Materials do not include materials that are not produced from gardens or landscapes, including but not limited to, brick, rock, gravel, large quantities of dirt, concrete, sod, non-Organic Materials, oil, and painted or treated wood or wood products, or any other non-organic and/or non-compostable materials that do not meet the definition of "Feedstock" as defined in 14 CCR Section 17852(a)(19) or that are excluded from being received and composted by an Organics Materials Processing Facility as defined in this Agreement.

g. Section 1.31 of the Existing Agreement is hereby amended as follows:

Organic Materials means segregated Wood Waste, segregated Green Material, Mixed Organic Materials and Food Material. Organic Materials do not include any material that is not permitted to be received or is otherwise excluded at the Organics Materials Processing Facility.

h. Section 1.32 of the Existing Agreement is hereby amended as follows:

Organic Material Type means segregated Wood Waste, Segregated Green Material, Mixed Organic Materials, and Food Material.

i. Section 1.33 of the Existing Agreement is hereby amended as follows:

Organic Materials Processing Facility means Cold Creek Compost, a "Compostable Material Handling Operation" as defined in Title 14 CCR, Division 7, Chapter 3.1, Article 1, Section 17852(a)(12) (defined as a "facility that processes, transfers, or stores compostable material. Handling of compostable materials results in controlled biological decomposition. Handling includes composting, screening, chipping and grinding, and storage activities related to the production of compost, compost feedstocks, and chipped and ground materials" and "does not include activities excluded from regulation in [14 CCR] Section 17855") and includes a facility or operations that will Process and market the Organic Materials from the SCWMA.

j. Section 1.56 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

Wood Waste means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities. All Wood Wastes shall be unpainted and untreated but may include construction and demolition materials that have been source separated and are free of nails, metals, glass and other non-compostable materials.

k. Section 2.01 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

<u>Term of Agreement</u>. The Term of this Agreement commenced June 21, 2018 and shall expire June 30, 2026; provided that the Term shall automatically renew for successive one year periods unless either party delivers written notice to the other party not less than 120 days prior to the expiration of the then current Term.

1. Section 3.01.2 of the Existing Agreement is hereby amended as follows:

SCWMA agrees to cause delivery of a minimum of 21,000 tons per year of organic materials to the Organic Materials Processing Facility.

- m. Article 5 of the Existing Agreement is hereby amended as follows:
 - i. Section 5.01.5 is amended as follows: 5.01.5 <u>CEQA Indemnification</u>. Subject to the limitations set forth in Section 5.01.4.9, to the fullest extent allowed by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the SCWMA, and hold harmless SCWMA, its Member Agencies, its officers, officials, employees and agents (collectively, "Indemnitees") from and against claims, actual damages, natural resources damages, injuries, costs, response, remediation and

removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to, reasonable attorneys' fees and expert witness fees and costs) (collectively, "Liability") arising out of or in connection with third-party claims alleging that SCWMA's award of the Agreement to Contractor and execution of this Agreement violated the California Environmental Quality Act ("CEQA") and/or its implementing regulations.

- ii. Section 5.01.6 is amended as follows: 5.01.6 Environmental Indemnity. Subject to the limitations set forth in Section 5.01.4.9, Contractor shall indemnify, defend with counsel reasonably acceptable to Contractor and the SCWMA, and hold harmless, at Contractor's sole cost and expense, the SCWMA, its Member Agencies, officers, officials, employees, volunteers and agents, and the SCWMA's Board (collectively, "Environmental Indemnitees") from and against claims, damages, injuries, costs (including and without limit response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including reasonable attorneys' and expert witness fees, expenditures for investigation and remediation) and costs of any kind whatsoever ("Losses"), paid, imposed upon, incurred, or suffered by or asserted against any of the Environmental Indemnitees by any lawsuit brought or threatened, settlement reached, or government hearing, investigation, inquiry, proceeding, or order, in each case, relating to, or arising from, directly or indirectly, Contractor's failure or actual failure to comply with applicable Environmental Laws (as defined herein). This indemnification will not extend to environmental claims to the extent they are caused by the sole or joint or contributory negligence or intentional misconduct or omission of Contractor or the SCWMA, and each of their officers, employees or agents. This provision is in addition to all other provisions in this Agreement and is intended to survive the end of the term of this Agreement.
- iii. Section 5.05 is deleted in its entirety and replaced with the following: "Environmental Laws" shall mean all applicable laws, rules, regulations, codes, plans, injunctions, judgments, orders, ordinances, decrees, rulings and charges thereunder of governmental authorities (and all agencies thereof) concerning or relating to pollution or protection of human health (to the extent related to exposure to Hazardous Substances), land conservation, wildlife, flora and fauna, natural resources, or the environment, including but not limited to laws relating to emissions, discharges, releases, or threatened releases of Hazardous Substances into the air, surface water, ground water, lands or subsurface (including releases to ambient air, land and surface and subsurface strata), or otherwise relating to the manufacture, processing, distribution, use,

treatment, storage, release, disposal, transport, or handling of Hazardous Substances.

n. Section 9.02 is hereby deleted in its entirety and replaced with the following:

Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: (i) fires; (ii) extreme weather conditions, including, without limitation, hurricanes, tornadoes, floods or other unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; (iii) strikes (except any strikes solely involving a party's personnel and targeted at such party); (iv) a Material Change in Law, or any other change in Federal, State, or local law or ordinance, or any orders or judgments of any Federal, State or local court, administrative agency or governmental body, or any change in permit conditions or requirements, in each case, that has an adverse effect on the ability of any party to perform hereunder or on any such party's financial expectations based on the agreed upon terms of this Agreement; (v) accidents; (vi) acts of war, aggression or terrorism (foreign or domestic); and (vii) acts of God. It is specifically understood that, the following acts, events or circumstances shall not constitute an act or occurrence beyond a Party's reasonable control: (x) reasonably anticipated weather conditions normal for the season in the region in which the work is performed or (y) any failure to pay any sums in accordance with the terms of this Agreement.

o. Section 9.03 is hereby deleted in its entirety and replaced with the following:

Whenever the provisions of Section 9.02 are believed to apply, the party relying thereon shall give notice to the other party promptly, and in any event within five days of the occurrence of the circumstances giving rise to such belief, the basis for applicability of Section 9.02 and the time required to cure any delay in performance, or inability to perform, resulting therefrom. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms of this Agreement in order to mitigate the effects of such event or to comply with any Material Change in Law or other change in law, rule, regulation, or permit requirement, or any interpretation of any of the foregoing, or any order. Contractor and SCWMA shall use all commercially reasonable efforts to agree on appropriate mitigating actions under the circumstances.

6. Agreement in Full Force and Effect as Amended. Except as specifically amended hereby, the Existing Agreement shall remain in full force and effect and hereby is ratified and confirmed as so amended. The parties hereto agree to be bound by the terms and conditions of the Existing Agreement as amended by this Assignment Agreement, as though such terms and conditions were set forth herein and therein in full. Each reference in the Existing Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of similar import shall mean and be a reference to the Existing Agreement as amended by

- this Agreement, and each reference herein or in any other agreement shall mean and be a reference to the Existing Agreement as amended and modified by this Agreement.
- **Further Actions.** Each of the parties shall, at its own expense, execute and deliver, at the request of the other parties, such further instruments of transfer and assignment and take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.
- **8.** Governing Law. This Agreement shall be construed under and in accordance with the internal laws of the State of California without regard to choice or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.
- **9. <u>Binding Effect; Successors and Assigns.</u>** This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the prior written consent of the other parties hereto.
- 10. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts (including by means of facsimile signature pages or signature pages delivered by electronic transmission in portable document format (pdf)), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 11. <u>Amendments</u>. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.
- **Effectiveness**. This Agreement shall be effective on the date first written above upon execution and delivery by all of the parties hereto. This Agreement shall automatically terminate without any action on the part of any person and be void *ab initio* if the Purchase Agreement is terminated in accordance with its terms or if the Closing does not occur, and the Existing Agreement shall remain in full force and effect in accordance with its terms without modification by any amendment thereto set forth herein. If the Closing does not occur and this Agreement is terminated in accordance with this Paragraph 12, no party hereto shall have any liability to any other party or any of their respective affiliates hereunder.

[Signature Page Follows]

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

ASSIGNOR:
COLD CREEK COMPOST, INC.
By: Name: Title:
ASSIGNEE:
SYNAGRO WEST, LLC
By: Name: Title:
SCWMA:
SONOMA COUNTY WASTE MANAGEMENT AGENCY
By: Name: Title:

Resolution No.: 2024-12

Dated: June 20, 2024

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING ASSIGNMENT. ASSUMPTION, AND FOURTH AMENDMENT TO THE AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES WITH SYNAGRO WEST, LLC. ("CONTRACTOR").

WHEREAS, the Agency and Contractor entered into that certain Agreement for Short-Term Organic Materials Processing Services ("Agreement"), dated June 20, 2018 with Cold Creek Compost, Inc.; and

WHEREAS, the Agency and Contractor entered into a First Amendment to the Agreement on May 20, 2021 to increase term length to June 30, 2024, increase amount of material accepted for processing, and adjust the rates; and

WHEREAS, the Agency and Contractor entered into a Second Amendment to the Agreement on July 21, 2022 to adjust the rates and pricing structure.

WHEREAS, the Cold Creek Compost, Inc. entered into a sale agreement with Synagro West, LLC. in Fall 2023 for the sale of the Cold Creek Compost facility; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the Agency's Executive Director to execute the Assignment, Assumption, and Fourth Amendment to the Agreement with Contractor for Organic Material Processing Services.

MEMBERS:

- -- -Cloverdale Healdsburg Cotati County 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: June 20, 2024

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



Synagro – The Perfect Partner

About Synagro Technologies, Inc.



Our Full Circle of Capabilities

Synagro offers the full range of biosolids & organic residuals resource recovery solutions:

- Composting
- Drying & Pelletizing Digestion
- Digestion
- Land Application

Along with all associated support services:

- Digestor & Retention Cleaning
- Dewatering
- Processing Thickening
- Rail Bulk Transportation
- Product Distribution & Marketing



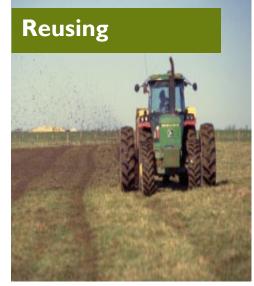
Our Mission

We are energized by our mission to be a reliable partner who removes risk from a complicated process, so customers can help us make our communities healthier.









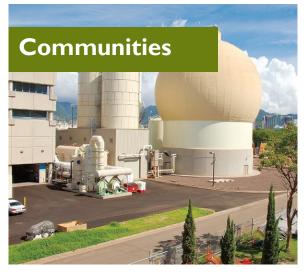




Who We Serve

We partner with stakeholders to clean our water, protect our environment and serve our communities by generating worth from what others consider waste





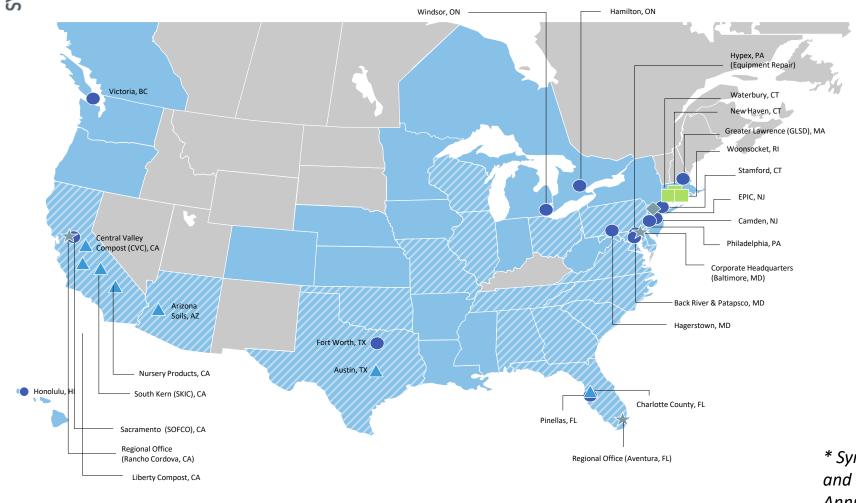








SERVICE TERRITORY



● Dryers ▲ Composters ■ Incinerators ◆ Rail ■ Synagro Services Coverage (with Permitted Acreage) ★ HQ / Regional Office

Biosolids Compost Facility	Startup Year
Liberty Composting (CA)	'88
Arizona Soils (AZ)	'91
Central Valley (CA)	'05
South Kern (CA)	'07
City of Austin (TX)	'13
Charlotte County (FL)	'14
Nursery Products (CA)	' 16
Cumberland County (NJ)	'24
Holly Hill (SC)	'24

^{*} Synagro Compost almost a million wet of Biosolids and organics in California and Arizonia Facilities Annually.





Composting & Benefits

We combine the following with extensive end-product marketing experience...



Waste Diversion & Recycling

Processing of organic waste (Includes Biosolids) into sustainable and renewable_feedstocks for fertilizer products to divert organics waste from landfills and sequester carbon in the soils.



Innovation, Science,
Technology & Manufacturing

Use natural biological processes with the integration of technologies and science to convert organic waste streams into renewable energy and low carbon fuels for private customers and public utilities.



Regenerative Agriculture, Landscape & Retail

Transform organic waste streams into non-chemical fertilizers, water saving and erosion control products, which support improving soil health holistically while sequestering carbon.



THANKYOU!

We look forward to our continued partnership!

synagro.com



Agenda Item #: 9

Staff Contact: Lukacs 6/20/24 Agenda Date: LL

Approved By:

ITEM: Carbon Sequestration Through Compost Application Pilot Project Results

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This is informational only. RCPA Staff will present the results of the Carbon Sequestration Through Compost Application Pilot Project.

II. **BACKGROUND**

In 2022, RCPA partnered with the Sonoma County Agricultural Preservation and Open Space District, Zero Waste Sonoma, Carbon Cycle Institute, Sonoma Resource Conservation District, Gold Ridge Resource Conservation District, and Daily Acts on a proposal for funding from the County of Sonoma's Climate Resiliency Fund for the Carbon Sequestration Through Compost Application Pilot Project. The project was awarded funding and officially launched in late 2022. RCPA will present the project activities, results, and recommendations for future sequestration efforts.

III. **DISCUSSION**

In 2021, RCPA, along with partner organizations, submitted a \$500,000 proposal to the County of Sonoma's Climate Resiliency Fund for a Carbon Sequestration Through Compost Application Pilot Project. The project's goal was to increase carbon sequestration in agricultural and community settings. On February 1, 2022, the Sonoma County Board of Supervisors approved funding for the project.

The project officially launched in late 2022. RPCA provided overall project management for the effort. Daily Acts led the community site composting activities. Sonoma Resource Conservation District (Sonoma RCD) and Gold Ridge Resource Conservation District (GRRCD) led the ag site composting activities. The Carbon Cycle Institute provided technical support, and Zero Waste Sonoma provided assistance with compost procurement and tracking.

For agricultural sites, Sonoma RCD and GRRCD created a compost rebate, which incentivized local ag producers to spread compost at their sites and helped increase the impact of the County funding. Compost was also spread at community sites, and communities were engaged through educational workshops and programming on the topics of compost, food waste reduction, and soil health.

Other co-benefits of the project include an increase in the soil's water-holding capacity, an

increase in forage production, erosion control, an increase in soil organic matter, and the ability for the County and other local jurisdictions to meet the requirements of SB 1383. Under SB 1383, all jurisdictions across the state must annually procure materials derived from organic waste products, such as compost and mulch. The State aims to develop markets and increase demand for beneficial materials derived from organic waste products. This project helped Sonoma County jurisdictions increase local carbon sequestration, and the compost and mulch distributed to community and agricultural sites helped jurisdictions achieve their 2023 procurement targets.

The project met its goals for agricultural and community sites in terms of acres and estimated carbon sequestration, as shown in the table below. By requiring a match for each site, the project exceeded its targets for the agricultural sites. This enabled the project to leverage the grant funding to increase the number of acres on which compost was applied, which in turn increased the amount of carbon sequestered.

Type of Site	Target # of Acres	Actual # of Acres	Target Carbon Sequestration (MT CO₂e)	Estimated Carbon Sequestration (MT CO₂e)¹
Agricultural	125	408.7	550	6,069.72
Community	10	13.5	40	128.00
TOTAL	135	422.2	590	6,197.72 ²

¹MTCO2e = metric tons carbon dioxide equivalent

The application of compost was completed on community sites in all five supervisorial districts. For the agricultural sites, it was completed on sites in all districts except District Three, as there were no qualifying applications from agricultural sites in District Three.

The project also produced the following educational materials to help educate agricultural producers and community members on the application and benefits of compost:

- Fact Sheet: Resources for Sourcing and Applying Compost on Working Lands in Sonoma County https://sonomarcd.org/wp-content/uploads/2024/03/RCD_AG_CompostResourcesFactSheet2023_Final.pdf
- Case Studies on selected Ag and Community Sites
 https://drive.google.com/drive/folders/1xXhekUofkwpOSMLQpwxNdxOTH5b5j9SI?usp=drive_link
- Online Story Map with project background and details on agricultural sites https://storymaps.arcgis.com/stories/83434869d99a43ef9b73e04505675aaf
- Carbon and Compost Resource website
 http://www.dailyacts.org/carbon and compost project

² Total amount sequestered over 15 years

As a pilot, the project demonstrated the value of investing resources to support the application of compost on agricultural and community sites:

- Compost is popular. The project team received more requests for compost applications than available funding.
- Local agricultural producers appreciate and welcome technical assistance. More
 consistent and sustainable funding for the Resource Conservation Districts (RCD) would
 increase their ability to meet the local need for technical assistance.
- Diversion of green materials from landfills benefits our community through increased sequestration of greenhouse gases and other co-benefits that enhance the soil health of our farms and ranches. Compost production in Sonoma County requires more support and infrastructure to achieve these benefits.
- The compost pilot project served as a new model for how the RCDs can deliver services to Sonoma County.

Based on the results of this pilot project, the project team recommends developing and funding a countywide program to provide ongoing support for compost application to more agricultural producers and a comprehensive education and outreach campaign to increase compost application on urban sites, such as parks, community gardens, and home gardens. These recommendations are in alignment with the objectives in the Sonoma Climate Mobilization Strategy.

IV. FUNDING IMPACT

There is no funding impact.

V. ATTACHMENTS

Presentation





Carbon Sequestration Through Compost Application Pilot

Zero Waste Sonoma Board of Directors June 20, 2024

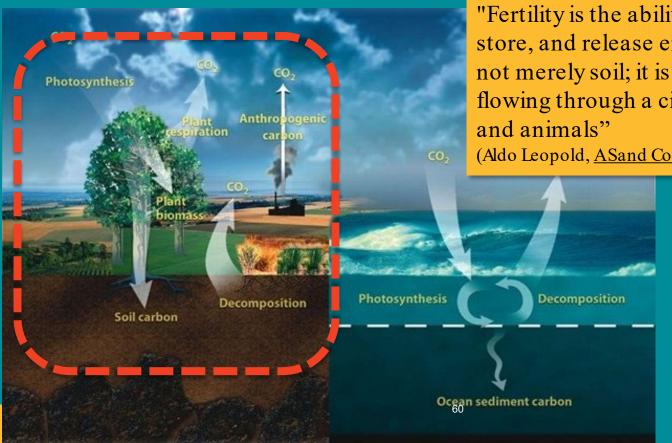


Agenda

- Background
- Overview of pilot and results
- Next steps



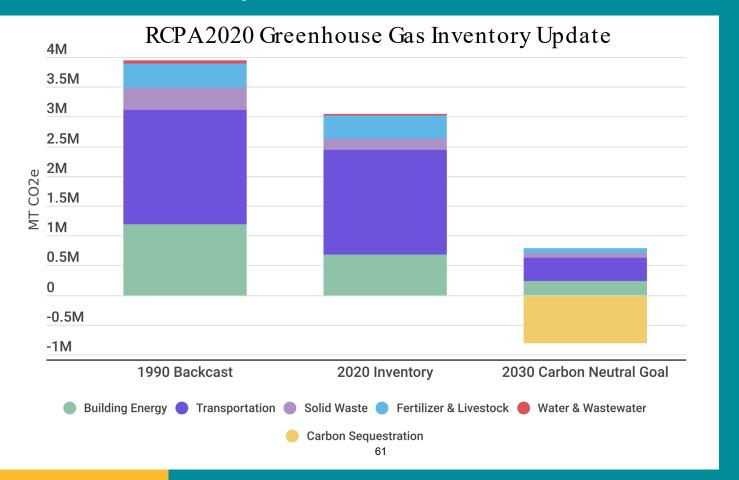
Compost and the Carbon Cycle



"Fertility is the ability of soil to receive, store, and release energy...Land, then, is not merely soil; it is a fountain of energy flowing through a circuit of soils, plants,

(Aldo Leopold, ASand County Almanac, 1949).

Carbon Neutral by 2030



Sonoma Climate Mobilization Sequestration Strategies

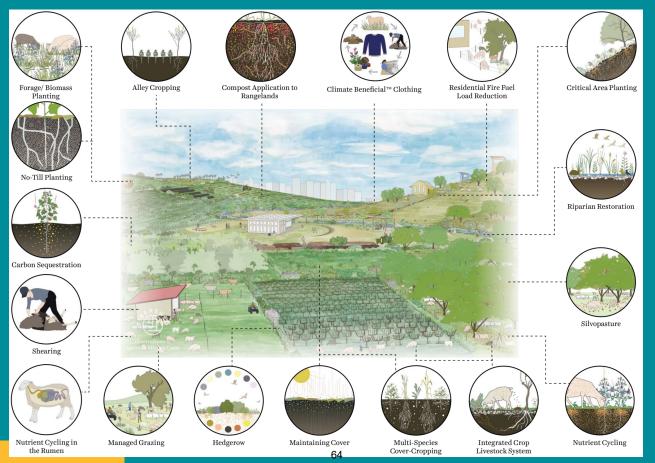
Sonoma Climate Mobilization Strategy		Objectives	
Strategy 7. Protect existing carbon stocks Goal: maintain the carbon that is currently held in soil and plants		Focus on management practices that promote healthy forests and minimize the risk of carbon loss through conversion to other uses of through catastrophic wildfires.	
•	Work with local jurisdictions to increase urban forest cover and implement regenerative land practices.		
•	Develop engagement strategies that involve the communities most impacted by climate change in developing and implementing sequestration solutions.		
Strategy 9. Scale up the infrastructure for sequestration Goal: build the physical, social, and economic capacity for successful carbon sequestration		Focus primarily on securing additional funding for urban and rural sequestration, developing the local workforce needed to implement carbon sequestration projects, and working with local jurisdictions on policies that support carbon sequestration.	

Carbon Sequestration in Sonoma County



- Based on 2022 data, Sonoma County's diverse landscapes hold approximately 105,365,590 metric tons of carbon dioxide equivalent (MΓ CO₂e) in carbon stocks
- Most of the carbon stock is in
 - Forested areas in the west and east
 - Wetlands in the south

Climate Smart Practices



Climate Smart Practice: Compost Application



~125,000 MT CO₂e estimated annual carbon sequestration from compost application on:

- Urban farms and working lands
 - Cultivated and field crops
 - Orchards and vineyards
- Grazing lands
 - Rangelands

NOTE: Does not include sequestration potential from compost application on other urban spaces like home gardens, community gardens, city parks

Project Highlights Ag Sites

- Led by Sonoma and Gold Ridge Resource Conservation Districts
- Rebates of up to 85% or \$25,000 of costs to selected applicants
- 37 applications -> 16 selected
- Demand exceeded available funding



Project Highlights – Community Sites



- Led by Daily Acts
- Seven educational events on five community sites
- 25 150 attendees per event
- 320 yards of compost spread onsite
- Compost giveaway



- Sonoma GardenPark (District 1)
- Petaluma Bounty (District 2)
- Bayer Farm (District 3)
- City of Cloverdale (District 4)
- Ceres ProjectSebastopol Garden(District 5)

Project Results

Type of Site	Target # of Acres	Actual#of Acres	Target Carbon Sequestration (MT CO ₂ e)	Estimated Carbon Sequestration (MT CO ₂ e)
Agricultural	125	408.7	550	6,069.72*
Community	10	13.5	40	128.00
TOTAL	135	422.2	590	6,197.72

^{*} Includes 15 years of ongoing rangeland benefit from compost application in year one

Other Project Benefits

- Supported SB 1383 goals
- Known benefits that are harder to quantify improved soil health, water retention
- Demonstrated that local producers are very interested in compost as a climate-smart practice
- Served as a new model for how Resource Conservation Districts can deliver services to Sonoma County



Additional Resources



- Fact Sheet: Resources for Sourcing and Applying Compost on Working Lands in Sonoma County
 - https://sonomarcd.org/wpcontent/uploads/2024/03/RCD_AG_Com postResourcesFactSheet2023_Final.pdf
- Case Studies on selected Ag and Community Sites
 - https://drive.google.com/drive/folders/1 xXhekUofkwpOSMLQpwxNdxOTH5b5j9SI ?usp=drive_link
- Online StoryMap with project background and details on agricultural sites
 - <u>https://storymaps.arcgis.com/stories/83</u> <u>434869d99a43ef9b73e04505675aaf</u>
- Carbon and Compost Resource website
 - http://www.dailyacts.org/carbon_and_c ompost_project



Sonoma-Marin Ag and County Climate Coalition

- Sonoma-Marin partnership funded by \$10 million award from USDAPartnerships for Climate-Smart Commodities
- Create a regional supply chain and innovative tracking system and marketing campaign for climate-smart agricultural products
- Connect with ambitious climate mitigation goals established in Marin and Sonoma County climate plans.
- Project launched in Fall 2023 with 5 year timeline

Appreciation!









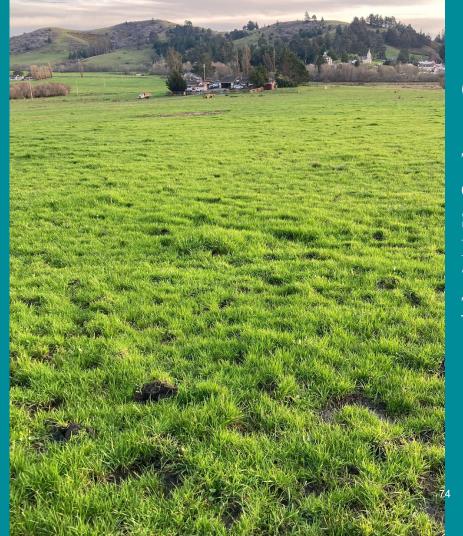








Carbon Sequestration Through Compost Application Pilot Team





Questions?

Tanya Narath
Chief Deputy Executive Director
Sonoma County Transportation Authority
Regional Climate Protection Authority
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Tanya.Narath@rcpa.ca.gov

scta.ca.gov | rcpa.ca.gov